City Commission Regular Meeting
Tuesday, July 14, 2026 at 5:30 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: Designation of July as Parks and Recreation Month

4.B Presentation: Marine Discovery Center - 2025 Impact Your Support, Our Lagoon. Lasting Impact.

5. CITY MANAGER'S REPORT

5.A City Manager's Office

6. PUBLIC PARTICIPATION

In accordance with Resolution No. 09-23, citizens are provided the opportunity to address the City Commission

regarding any topic, for up to three minutes.

7. CONSENT AGENDA

7.A Consider the adoption of the minutes from the City Commission regular meeting held on Tuesday, May 26, 2026.

7.B Resolution No. 12-26: Consider the adoption of a Resolution which if adopted would approve a Florida Department of Emergency Management (FDEM) Hazard Mitigation Grant Program - Elevate One Home 2950 Sunset Drive.

7.C Resolution No. 13-26: Consider the adoption of a Resolution which if adopted would approve a Florida Department of Emergency Management (FDEM) Hazard Mitigation Grant Program - HMGP Grant Agreement - Elevate Six Homes

7.D Resolution No. 14-26: Consider the adoption of a Resolution which if adopted would approve the acceptance of a HMGP Grant - Demolish & Rebuild One Home

7.E Consider the approval of continuing service agreements with Bayside Dredging LLC, Karinas Lakefront Maintenance, and Zulu Marine Services, Inc. for environmental (dredging) services.

7.F Consider the approval of roof repairs to various City facilities and parks.

7.G Consider the approval of a contract agreement with ACME Asbestos, Abatement and Remediation for environmental remediation activities at the City Gym.

7.H Consider the approval to write off $36,000 in debt owed to the Municipal Airport by former tenant Tiger Composites.

7.I Consider the approval of a renewal of the contract with the Volusia County School Board for a full-time police officer at the New Smyrna Beach Middle School and New Smyrna Beach High School for FY26-27.

7.J Consider the approval of a renewal of the contract with Sacred Heart Catholic School for a full-time police officer at Sacred Heart Catholic School for FY27.

7.K Special Events: Consider the approval of the special event Chalk it Up to be held on Saturday, February 27, 2027, and hosted by The Hub on Canal.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Consider the approval of an Interlocal Agreement for Reciprocal Parking and Parking Database Information Sharing with Volusia County and Park Volusia.

8.B Consider the approval of a Real Estate Purchase Agreement for Turnbull Creek Conservation lands owned by James E. Stewart Revocable Trust.

8.C Consider the approval of a Real Estate Purchase Agreement for Turnbull Creek Conservation lands owned by Michael Polczynski and Ann Lisk [Polcynski].

9. QUASI-JUDICIAL HEARINGS

9.A Conduct a Quasi-Judicial Hearing to consider application No. HTR -3-26. Historic Tree Removal for One 38.5" Live Oak Tree on a Single Family Residential Lot at 1206 S. Riverside Drive.

10. PUBLIC HEARINGS

10.A Ordinance No. 26-26: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would amend section 504.02 of the Land Development Regulations adding parking lots as a permitted use.

10.B Ordinance No. 29-26: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would amend section 604.051 of the Land Development Regulations.

10.C Ordinance No. 30-26: Conduct a Second Reading and Public Hearing of an Ordinance, which , if adopted, would amend sections Chapter 78, Traffic and Parking, Article II Parking.

11. ORDINANCES FIRST READINGS

11.A Ordinance No. 31-26: Conduct a First Reading of an ordinance, which, if adopted, at a Second Reading and Public Hearing will annex approximately 0.34 + acres of land located at 2264 Doster Drive.

11.B Ordinance No. 32-26: Conduct a First Reading of an Ordinance, which, if adopted at a Second Reading and Public Hearing, would approve a Small-Scale Comprehensive Plan amendment changing the Future Land Use map on a property located at 2264 Doster Drive as part of an overall annexation application.

11.C Ordinance No. 33-26: Conduct a First Reading of an Ordinance, which, if adopted, at a Second Reading and Public Hearing, would rezone approximately 0.34 + acres of land as part of an overall annexation application for property addressed as 2264 Doster Drive.

11.D Ordinance No. 34-26: Conduct a First Reading of an ordinance, which, if adopted, at a Second Reading and Public Hearing would assign a Local Landmark designation to the Clinch Street Railroad Spur section, located east of South Riverside Drive.

12. BOARDS AND COMMISSIONS

12.A Board Vacancy Notice: Airport Advisory Board The Airport Advisory Board has two vacancies. One regular member and one alternate member.

12.B Board Vacancy Notice: Building Trades Examining Board

12.C Board Vacancy Notice: The Housing Authority currently has two (2) vacancies due to reappointment.

13. MAYOR AND COMMISSIONER COMMENTS

14. CITY CLERK'S REPORT

15. CITY ATTORNEY'S REPORT

15.A Settlement Proposal Emajin v. New Smyrna Beach

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 - LEISURE SERVICES

PROCLAMATION: DESIGNATION OF JULY AS PARKS AND RECREATION MONTH

July 14, 2026

Background:

In July 2026, Park and Recreation Month highlights ***"The Power Of"*** parks and recreation and the people who make it all possible. Parks and recreation brings us together, strengthens our health and well-being, and builds more resilient, connected communities.

Throughout the month, we're celebrating the many ways parks and recreation reveals the power of what connects us:

- The Power of Connection: Parks and recreation is where relationships grow, cultures meet and communities bond.
- The Power of Play: From playgrounds to programs to youth sports, play fuels creativity, joy, and lifelong learning.
- The Power of Community: Public spaces offer room for everyone to gather, celebrate and heal.
- The Power of Nature: Nature restores and inspires us, and parks ensure everyone can access its benefits.
- The Power of Belonging: Welcoming parks and programs make every person feel valued.
- The Power of Well-Being: Parks and recreation advances health, resilience and shared community benefits.

Join us this July to celebrate the transformative power of parks and recreation.

Fiscal Analysis:

NA

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

Designation of July as Parks and Recreation Month Proclamation 2026.pdf

City of New Smyrna Beach
Proclamation
Designation of July as
Parks and Recreation Month

WHEREAS, the City of New Smyrna Beach is distinguished by its exceptional coastal and community parks, including beloved destinations such as Riverside Park, Pettis Park, Rocco Park, and the nationally recognized Old Fort Park, where residents and visitors experience the natural beauty of our shoreline, riverfront, and preserved landscapes; and

WHEREAS, the City's Leisure Services Department enriches the community by activating these spaces through meaningful programming and events, including movie in the park, summer concerts, celebrations, and community functions hosted at iconic venues such as the Brannon Center, which serves as a premier location for civic events, cultural activities, and community celebrations along the Intracoastal Waterway; and

WHEREAS, New Smyrna Beach provides a wide array of recreational and sporting opportunities for all ages and abilities, including pickleball and tennis courts located throughout the city, the New Smyrna Beach Sports Complex with its tournament-quality fields and facilities, community dog parks, and the New Smyrna Beach Golf Club, all of which promote active lifestyles and community engagement; and

WHEREAS, the City's parks, marina, and waterfront amenities create spaces for recreation, connection, and economic vitality, attracting visitors from across Central Florida and the nation while reinforcing New Smyrna Beach as a vibrant coastal destination; and

WHEREAS, the work of the Leisure Services Department extends far beyond hosting events, fostering a sense of belonging, strengthening community ties, and contributing to the unique character that makes New Smyrna Beach a premier place to live, work, and visit;

NOW, THEREFORE, I, Fred E. Cleveland, Mayor of the City of New Smyrna Beach, do hereby proclaim the month of July 2026 as

PARKS AND RECREATION MONTH

in the City of New Smyrna Beach, and encourage all residents and visitors to explore, enjoy, and celebrate the parks, programs, and public spaces that define our community and make our city a destination known throughout Central Florida and the United States.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of July, 2026.

ATTEST

Fred E. Cleveland
Mayor

Sharon Taylor-Harding
City Clerk

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

PRESENTATION: MARINE DISCOVERY CENTER - 2025 IMPACT YOUR SUPPORT, OUR LAGOON. LASTING IMPACT.

July 14, 2026

Background:

The Marine Discovery Center (MDC) remains a vital partner in our community, advancing Education, Conservation, Exploration, and Connection. Through its mission to inspire conservation of the Indian River Lagoon, MDC delivers meaningful impact across the community while supporting the city's environmental and economic priorities.

2025 Key Impacts

- Community & Economic Value
- Education & Workforce Development
- Environmental Stewardship
- Community Partnerships

Future Plans & Strategic Priorities (2025–2027)

- **Facility Expansion & Enhancements:** Upgrade exhibits, classrooms, and campus infrastructure to meet growing demand
- **Expanded Education Access:** Increase outreach to underserved populations and strengthen school partnerships
- **Eco-Tourism Growth:** Expand sustainable tour offerings to further support the local economy
- **Lagoon Conservation Leadership:** Deepen involvement in restoration, monitoring, and public engagement initiatives
- **Workforce Development:** Grow internship, volunteer, and training programs
- **Coastal Resilience:** Advance community awareness of the importance of Living Shoreline and environmental sustainability
- **Inclusive Community Access:** Ensure programs remain accessible, affordable, and inclusive

Findings:

In 2025, the Marine Discovery Center continued to enhance quality of life, strengthen the local economy, and protect the natural resources that define New Smyrna Beach. Since its founding in 1997, MDC has become a cornerstone of the community, recognized

for its wide-ranging conservation efforts and impactful education programs.

Through both the number of people it serves and the meaningful work it performs, MDC stands as one of the area's most valuable public attractions. Significant progress has been made over the years, and it is essential that this positive momentum continues to ensure lasting benefits for the environment, residents, and visitors alike.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Sharon Taylor-Harding

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

CITY MANAGER'S OFFICE

July 14, 2026

Background:
City Manager's Report

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Tammy Kosorok - Executive Assistant

Attachments:

CM Report 7-14-26 Attachments and 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 – July 14, 2026**

Date: July 8, 2026

- Continued preparations for the 2027 Fiscal Year Budget scheduled to be approved on September 22. Departmental Budget meetings have been conducted, as well as individual budget briefings with the City Commission. The first budget workshop is scheduled for July 16 beginning at 9:00am in the Commission Chambers. A workshop to discuss the possible implementation of a fire services fee will be conducted on July 14 beginning at 4:30pm prior to the regular City Commission meeting.
- Received notice from Volusia County Community Assistance on June 23 that the City has been awarded a $334,500 community development block grant for the construction of shade structures, artificial turf, and new outdoor furnishings at the Babe James Center. This represents phase 1 of a multi-phase project to improve the outdoor playground at the Babe James Center.
- The Finance Department issued an invitation to bid on July 1 for the Golf Cart Paths project which involves the repair and/or replacement of golf cart paths at the City's golf course. Bid opening is scheduled for August 4.
- The Finance Department issued an invitation to bid on July 2 for the Air Traffic Control Septic to Sewer project which involves replacing the existing septic system at the New Smyrna Beach Airport tower with a sewer which can serve not only the tower but also future construction. Bid opening is scheduled for August 11.
- Met with representatives from the Canal Street Classic Car Show on June 2 to discuss event logistics.
- Met with NSBU official on June 2 to discuss long-term planning efforts.

- Met with city staff on June 2 to discuss the current business tax receipt program including its' purpose, results, and revenue.
- Attended the Team Volusia Executive Committee Meeting on June 4 and received update regarding ongoing economic development activities.
- Participated in contract negotiations with FCC for solid waste services on June 22 and conducted a question and answer session with concerned citizens. The FCC contract has been fully executed and will take effect October 1.
- Attended the Volusia Manager's Meeting on June 24 to discuss matters of mutual interest within the County.
- Attended the US 1/Inlet Shores Drive Traffic Enhancement (roundabout concept) public meeting on June 24. At this time, no decision has been made to construct a roundabout or any other traffic improvement. The project is currently in the feasibility study phase, which is intended to determine whether an improvement is needed, what options are available, what impacts may exist, and whether a project is feasible before any decisions are made. The public meeting was held specifically to share some preliminary information and gather community feedback early in the process to share and hear questions, concerns, and ideas from residents. The study is designed to transparently answer community questions: whether there is a need, what alternatives exist, what impacts those alternatives may have, and what does the public have to say about it?
- Met with beachside residents on June 26 to discuss the City's ongoing sidewalk program and specifically planned sidewalk improvements located beachside.
- Key department directors attended a Hurricane Preparedness meeting on June 30.
- Met with building and development staff on June 30 to review potential ordinance and process changes necessary in response to Florida HB 803 being signed into law, on July 1, 2026. This law impacts building permit processes and fees.
- Met with the Marine Discover Executive Director on July 1 to discuss cooperative issues including the Discovery boat operation, amphitheater,

and the “Shuck and Share” program. FCC is committed to continuing the “Shuck and Share” program.

- Attended the SEVMTC Regional Strategy Luncheon on July 2 to discuss the Turnbull Creek-Old Mission Regional Resilience Corridor.
- Attended the America’s 250th Anniversary Celebration at the Brannon Center and Riverside Park on July 4.
- Met with Advent Health Hospital representatives on July 7 to discuss long term healthcare needs in NSB.
- As a reminder, the Strategic Plan is available on the City’s website at Strategic Plan | New Smyrna Beach, FL - Official Website. The plan includes nine strategic priority themes organized in three functional areas related to: Government, Residents and Business. Readers can review the nine priority themes and the tremendous progress that has been made toward implementing multiple action actions.
- Please find attached the Capital Project Monthly Report.
- Please find attached the Stormwater Monthly Report.
- Please find attached the Parking Monthly Report.
- Please find attached the 2nd Quarter Advisory Board 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	Larry Wheatcraft
Date of Report	6/30/2026

Projects Completed & Key Accomplishments

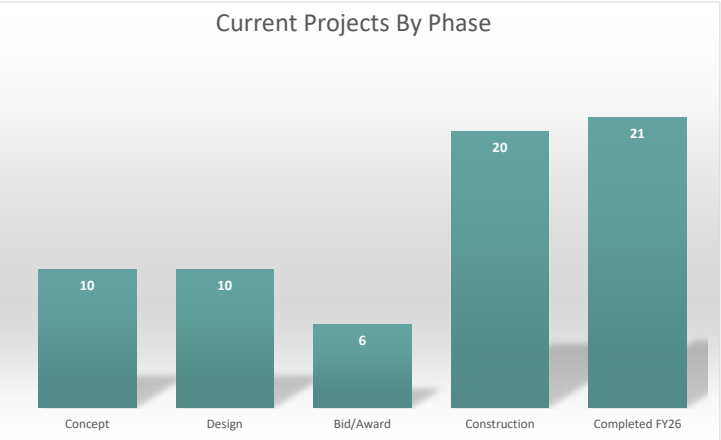
Project Manager/Task Owne	Project	Status
Kyle Fegley	HMGP #3-B Elevation of 3 Homes	Complete
Jesse Kobe	Slow Speed No Wake Signs and Pilings	Complete
David Ray	2026 Road Resurfacing	Complete
Olivia Thomas	Pettis Park Artwork and Benches	Complete

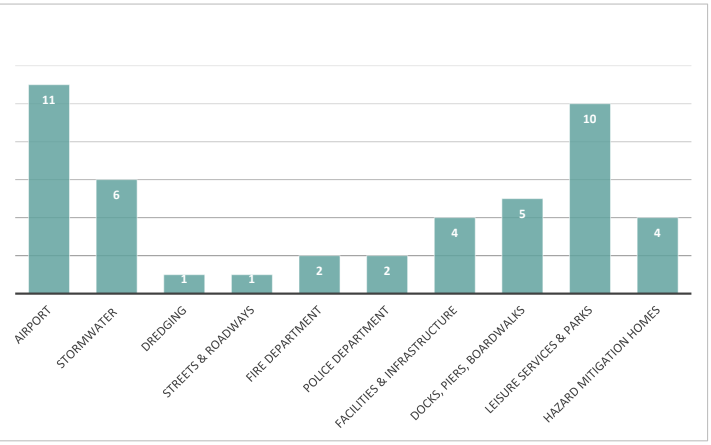
Upcoming

Key Events, Major Milestones, & Goals
☐ Finance Dept Renovation 50% Complete
☐ Sports Complex Playground Construction Targeted July
☐ Airport Admin Building Construction 20% Complete
☐ Flagler Ave Light Pole 16/24 Complete
☐ North Causeway Docks, 50% Complete
☐ Detwiler Playground Replacement Targeted July
☐ Fire Station 52 Kitchen Remodel Finalizing Contract
☐ Esther Playground Replacement Targeted July

Projects To Be Advertised For Bid

Project	Phase	Project Manager	Status
Washington Street	Construction	Kyle Fegley	Scheduled for Bid in July
Police Boathouse	Construction	Jesse Kobe	Recommend to Award
Wildlife Fence Airport	Construction	Arvin Weese	Recommend to Award
Golf Cart Paths	Construction	Rob Salazar	Currently Advertised





Stormwater Report (07/01/26)
Stormwater Projects

- **<u>City Wide Comprehensive Stormwater Master Plan (SWMP) Phase 2</u>:**
- **Task 1** is 100% complete (see below for Tasks description)
- **Task 2** is 88% complete (overall) with following sub-tasks and percentages complete:
  - **2.1** Identification areas of topographic voids & new developments for data capture – 100%
  - **2.2** Update stormwater model network in GWIS (Geographic Watershed Information System) with recent developments since 2021 - 75%
  - **2.3** Field reconnaissance to investigate recent developments & additional survey needs – 70%
  - **2.4** Field survey work consisting of about 90 cross-sections along primary canals & waterways and over 250 drainage structures data – 95%
  - **2.5** Hydraulic & Hydrologic basin input parameters and stormwater model network set-up in GWIS – 50%
  - **2.6** Prepare Task Memorandum to summarize Task 2 Project Geodatabase Development & Field Data Results – 10%
- Stormwater Master Plan (Phase 2) is **100% funded by Volusia County CDBG-DR Transform386 grant in amount of $1.667M**. Project schedule below from Notice to Proceed (NTP) commencing on January 29, 2026, for Tasks 1 through 7. Project completion in March 2027

Task	Days from NTP
1 – Data Collection and Cataloging	30
2 – Project Geodatabase Development	60
3 – Peer Review of Project Geodatabase Development	120
4 – Existing Conditions Model Execution and Verification	210
5 – Peer Review of Existing Conditions Model and Floodplains	270
6 – Level of Service (LOS) Determination and Conceptual Flood Control BMP Development	360
7 – Report Documentation	400

Parking Updates – July 2026

Right-Price Parking & Meter Technology

An agreement with a mobile payment provider was approved by the City Commission on May 12. PayByPhone will be rolled out on August 1 as a new way for visitors to pay for parking within the city. The kiosks will be retired on September 30. The new payment method will provide added convenience for users while saving the city money on maintenance and upkeep of the old system. This change does not affect annual permit holders, who do not need to pay for parking.

Technology & Data Integration

Parkopedia data remains accessible to the public.

All July road closures have been entered into Waze for real-time updates.

The re-bid for the Parking Guidance System (PGS) is now open, and five bids have been received from potential vendors. The committee will evaluate the bids throughout July to identify the system that best meets our needs and helps improve the parking experience. If everything goes as planned, we hope to make a recommendation to the City Commission on August 11.

Pursue Shared Parking Agreements

We continue to evaluate vacant and underutilized areas for potential City partnerships that could provide additional parking in strategic locations.

A property was recently brought to our attention that could add 21 spaces to the Flagler area parking inventory. We are currently working with City management to determine whether it is worth pursuing.

City & County Coordination

An interlocal agreement between the City and County to combine annual parking permits has been agreed upon and will be presented to the City Commission on July 14 and the County Commission on August 4. The goal is to create a one-stop option for both beach and city parking permits. This agreement is intended to reduce confusion and frustration caused by having two separate passes with different rules and regulations. Each entity will remain responsible for its own areas but permits other than standalone FIND permits will be handled by the County. We hope to roll this out in late summer or early fall. Several communication channels will be used to assist with the rollout.

Webpage & Public Information

The City webpage has been updated with the latest and most accurate parking information. We are also exploring alternative communication methods, such as Facebook and text alerts, to ensure information is shared in a timely manner. A new webpage design is coming soon to reflect the new agreements and payment changes.

All road closures are regularly entered into Google Maps and Waze to warn drivers of detours ahead of time.

We are currently developing a communication and marketing plan for the rollout of the new mobile payment provider and the agreement with the County.

Develop Multimodal Master Plan

New bike racks continue to be deployed in strategic areas around the City. New racks have been installed at the Flagler Boardwalk, 27th Avenue, Coronado Lot, and Detwiler Park.

We are in the early planning stages of assisting with western expansion plans and ensuring multiple mobility options are considered during design.

We are working with the City's legal team and Police Department on regulations regarding e-bikes following the veto of the statewide regulations.

Parking Optimization & Signage

Parts for the new crosswalk beacons are on site. They will be installed on South Riverside Drive and Live Oak Street very soon.

Additional signage has been added to the Coronado Lot to ensure ingress and egress are maintained.

New parking curbs have been installed in front of the Coronado Civic Center to optimize parking spaces and increase safety.

New no-parking signs have been added to strategic areas along 2nd Avenue to improve safety and visibility.

Enforcement continues to patrol trouble areas within the City to ensure parking regulations are followed. This also helps keep streets and sidewalks clear of illegal parking.

North Beach & Future Planning

Upon Commission approval, we will open a temporary parking lot on part of the vacant Smith Street property. This will provide 20–25 parking spaces in the hospital area, helping relieve pressure on street parking and providing additional parking for area businesses.

We are evaluating the viability of designating one City parking lot as a 24-hour lot to meet overnight parking needs. We will first need to assess any liability and safety concerns.

The North Beach parking area is close to its final condition. The new parallel parking area on Sapphire is open and performing well. Parking on Lakewood and North Atlantic has improved dramatically with new signage and the removal of overgrown brush, which has created ample room for vehicles to park off the roadway and allowed clear access throughout the area.

Public Works will add hash marks on the pavement adjacent to the parallel parking areas to help maximize the space. They will also add delineators in the no-parking areas to minimize illegal parking. We are awaiting permission from the FCT to add shell to some of the softer shoulder areas.

Paid parking will be introduced in this area on August 1 with the rollout of the new mobile payment provider. Those with a valid annual permit will not have to pay for parking in this area.

- **Corbin Park Stormwater Improvements:**
- Bi-Monthly progress meetings #2 through #6 were held in May & June between Contractor, Volusia County CEI, and City Engineer
- Contractor submitted two Work Directive Changes (WDC) to date, they were minor drainage structure modifications
- Existing Utilities Adjustments and Relocation work is (75%) complete by contractor
- Shop drawings review (100%) complete and drainage structures has been delivered to site
- Contractor is installing storm sewers & structures starting at the southern project areas and at proposed outfall locations
- Maintenance of Traffic (MOT) is on-going with single lane closures near the construction work areas
- Construction Schedule: Substantial completion in 600 days and Final completion in 630 days from NTP date March 9, 2026

Historic Westside Stormwater Improvements:

- 100% plans & specs complete including NSBU water & sewer plans, SJRWMD and FDOT Permits Issued
- City to submit for next cycle of Transform386 CDBG-DR (Hurricane Milton) funding window in Fall 2026

- **North Atlantic Drainage Improvements:**
- Project in close-out phase, received final survey as-builts and engineer's completion certification
- City Engineer has submitted final re-imbursement to FDEP for the Resiliency Grant portions

- **Dredging at Pine Shores, Cemetery Canal, & Gabordy Pond:**
- Pine Island is scheduled to be completed early summer
- Cemetery Canal is scheduled to start next month and be completed by end of summer
- Gabordy Pond is scheduled to be completed by Sept 2026

Airport Advisory Board

Name	Term	Appointment Dates
James E. Dempsey, chair	2nd	Sept. 10, 2023 to Sept. 9, 2026
Rulon Starley, vice chair	2nd	Sept. 10, 2024 to Sept. 9, 2027
Celeste Deloache Lester	3rd	Sept. 10, 2024 to Sept. 9, 2027
David A. Maib	1st	Sept. 10, 2023 to Sept. 9, 2026

Description: The purpose of the Airport Advisory Board is to advise the City Commission and City Manager on policy matters relating to the development, use and operation of the airport facility.

Enacting Resolution: Resolution No. 32-77

Size: 6 members

Term Length: 3 years

Term Limit: 2 terms

Qualifications: (3) Must possess experience directly related or involving aviation (3) Must be active in the business community (1) Must possess proven experience in some area of business management (*) Must be a New Smyrna Beach resident.

Staff Liaison: Airport Director Arvin Weese

Q2 Meeting: 5:30 p.m. Monday, April 27

Next Meeting: 5:30 p.m. Monday, July 27

Airport Advisory Board Regular
Monday, April 27, 2026 at 5:30 PM

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

1. CALL TO ORDER

A. Roll Call

2. PRESENTATION

3. PUBLIC INPUT (THREE MINUTE LIMIT)

4. CONSENT AGENDA

4.A Consider the approval of the Airport Advisory Board regular meeting minutes from January 26, 2026.

5. AIRPORT NOISE

5.A Airport Noise Discussion and Review

6. SAFETY EVENTS

6.A Safety Events

7. NEW BUSINESS

7.A Introduction- Assistant Airport Director Chris Styles

8. OLD BUSINESS

9. AIRPORT MANAGER COMMENTS

9.A Airport Manager Update

10. AAB MEMBERS COMMENTS

11. NEXT MEETING DATE- MONDAY, JULY 27, 2026 AT 5:30 PM

12. ADJOURNMENT

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Animal Control Board

Name	Term	Appointment Dates
Robert Leonard, chair	6th	Jan. 27, 2026 to Jan. 28, 2028
Jeanette K. Engel, SEVHS rep.	2nd	Jan. 27, 2026 to Jan. 28, 2028
Dana M. Hoffman, animal owner	2nd	Jan. 27, 2026 to Jan. 28, 2028
Jane C. Magrady, animal owner	2nd	Jan. 27, 2026 to Jan. 28, 2028
Julie Strickland, non-animal owner	1st	Jan. 27, 2026 to Jan. 28, 2028

Description: The Animal Control Board recommends to the City Commission rules and regulations pertaining to operation of animal control facilities, standards, and procedures for enforcement and regulation.

Enacting Resolution: Ordinance No. 26-00

Size: 5 members

Term Length: 2 years

Term Limit: 2 terms

Qualifications: (1) licensed veterinarian, (1) SEVHS Representative, (2) animal owners, (1) non-animal owner. Must be a New Smyrna Beach resident.

Staff Liaison: Animal Control Officer Dylan Wulf

Q2 Meeting: None

Next Meeting: 2:30 p.m. Wednesday, Sept. 2

Building Trades Examining Board

Name	Term	Appointment Dates
Francis T. Dalton, chair	2nd	Jan. 2, 2024 to Jan. 1, 2027
Heidi Hales-Walker, vice chair	2nd	Jan. 2, 2024 to Jan. 1, 2027
Mary Fikert, alternate, at-large	1st	Oct. 14, 2025 to Oct. 13, 2028
Randolph McKown, regular	1st	Oct. 14, 2025 to Oct. 13, 2028
Nick Schulz, regular	1st	Oct. 14, 2025 to Oct. 13, 2028
Robert John Werner, contractor	2nd	Jan. 2, 2025 to Jan. 2, 2028
Paul Heer, alternate	*6th*	*Jan. 13, 2026 to Jan. 12, 2027*

Description: The building trades examining board shall have and perform the following duties, powers and responsibilities:

1) To determine that an applicant for a or a certificate of registration has the requisite qualifications for the field for which he is applying, and to revoke or rescind a certificate of registration where that person is found to be incompetent or lacking in the requisite qualifications; however, the chief building official shall have the authority to issue a certificate of registration unless the applicant should be reviewed by the board.
2) To satisfy itself as to the character and integrity of each applicant for a certificate of registration and to require such pertinent information as it may deem necessary.
3) To recommend amendments to the various codes and regulatory standards that have been adopted by the city commission that bear upon the construction industry and building trades in general.

Enacting Resolution: Ordinance No. 10-74 Code of Ordinances Sec. 26-326, compliant with Florida state statute 10-135

Size: 9 members

Term Length: 3 years

Term Limit: 2 terms

Qualifications: Composed of seven regular members, who shall be individuals with knowledge and experience in the technical codes, such as design professionals, contractors or building industry representatives. In addition to the seven regular members, there shall be two alternate members, one member at large from the building industry and one member at large from the public.

Staff Liaison: Administrative Specialist II Evan Lorenzen

Q2 Meetings: 5:30 p.m. Thursday, April 23; May 28; June 25

Next Meeting: 5:30 p.m. Thursday, July 23

Building Trades Examining Board
Thursday, April 23, 2026 at 5:30 PM

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

1. CALL TO ORDER

A. Roll Call

2. DISCLOSURE OF EX PARTE COMMUNICATIONS

3. APPROVAL OF MINUTES

3.A Building Trade Board Minutes March 26, 2026

4. SWEARING OF CITY STAFF

5. OLD BUSINESS

5.A BLD-000023-2026 - 433 Sheldon St.; Owner: Ishman Hunter, III; Officer: Barbara Bobelak

5.B BLD-000024-2026 - 428 Palm St.; Owner: Dorothy Lee Brown Seymour, Roy Brooks; Officer: Barbara Bobelak

6. NEW BUSINESS

6.A BLD - 000025-2025 - 350 Mission Dr., Owner: Teresa N. Gascon, Officer:

Barbara Bobelak

7. REQUEST TO APPEAR

8. COMMENTS FROM BOARD OR STAFF

9. 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.

Building Trades Examining Board
Thursday, May 28, 2026 at 5:30 PM

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

1. CALL TO ORDER

A. Roll Call

2. DISCLOSURE OF EX PARTE COMMUNICATIONS

3. APPROVAL OF MINUTES

3.A Approval of minutes for the April 23, 2026, Building Trade Board Hearing

4. SWEARING OF CITY STAFF

5. OLD BUSINESS

6. NEW BUSINESS

6.A BLD-000027-2026 - 817 Maralyn Ave. Owner: William L. Perry, Living Trust 5-6-04 or Sue E. Perry, Living Trust 5-6-04; Officer: Barbara Bobelak

6.B BLD-000026-2026 - 508 Mary Ave. Owner: James E. Sr & Rhonda MJ Haynes; Officer: Barbara Bobelak

7. REQUEST TO APPEAR

8. COMMENTS FROM BOARD OR STAFF

9. 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.

Building Trades Examining Board
Thursday, June 25, 2026 at 5:30 PM

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

1. CALL TO ORDER

A. Roll Call

2. DISCLOSURE OF EX PARTE COMMUNICATIONS

3. APPROVAL OF MINUTES

3.A Approval Of Minutes For April 23, 2026, Hearing & May 28, 2026, Hearing.

4. SWEARING OF CITY STAFF

5. OLD BUSINESS

5.A BLD - 000025-2026 - 350 Mission Dr., Owner: Teresa N. Gascon, Officer: Barbara Bobelak

6. NEW BUSINESS

6.A BLD-000027-2026 - 817 Maralyn Ave. Owner: William L. Perry, Living Trust 5-6-04 or Sue E. Perry, Living Trust 5-6-04; Officer: Barbara Bobelak

6.B BLD-000026-2026 - 508 Mary Ave. Owner: James E. Sr & Rhonda MJ Haynes;

Officer: Barbara Bobelak

7. REQUEST TO APPEAR

8. COMMENTS FROM BOARD OR STAFF

9. 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.

Code Compliance Board

Name	Term	Appointment Dates
Dan Copfer, chair	4th	March 5, 2026 to March 5, 2029
Kathleen A. Brown, businesswoman	3rd	March 4, 2025 to March 3, 2028
Kirsten Carr	1st	March 5, 2026 to March 5, 2029
Aaron C. Denys	1st	May 15, 2024 to March 3, 2027
Ruth Kazimierek, citizen	2nd	March 4, 2024 to March 3, 2027
Keith McWilliams, general contractor	1st	April 22, 2025 to March 3, 2028
Albert Schimanski, subcontractor	3rd	March 5, 2026 to March 5, 2029

Description: To subpoena alleged code violators, evidence and witnesses to its hearings; take testimony under oath; issue orders to bring a violation into compliance; authorize recording of liens; foreclosures; as well as abate and charge the costs to the violator.

Enacting Resolution: Ordinance No. 64-80; updated No. 10-13

Size: 7 members

Term Length: 3 years

Term Limit: N/A

Qualifications: Appointments shall be made on the basis of experience or interest in the fields of zoning, building control and other codes enumerated herein. Members shall consist of, whenever possible, an architect, businessman, engineer, general contractor, a sub-contractor and a REALTOR. Must be a New Smyrna Beach resident.

Staff Liaison: Administrative Specialist II Evan Lorenzen

Q2 Meetings: 4:30 p.m. Thursday, April 16; May 21

Next Meeting: 4:30 p.m. Thursday, July16

Code Compliance Board
Thursday, April 16, 2026 at 4:30 PM

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

1. CALL TO ORDER

2. DISCLOSURE OF EX PARTE COMMUNICATIONS

3. APPROVAL OF MINUTES

3.A Code Compliance Board Minutes March 19, 2026

4. SWEARING OF CITY STAFF, RESPONDENTS AND WITNESSES

5. OLD BUSINESS

A. Staff Report

5.A CCB-0232-2025 - 811 E. 15th Ave. Owner: Mark Tremblay & Greg Dubose and/or entity Officer: Beverly Abrahamson

5.B CCB-0465-2025 - 809 Maralyn Ave Owner: James A. & Elise S. Battillo, Batillo Family Rev Trust; Officer: Beverly Abrahamson

5.C CCB-0659-2025 - 4301 S. Atlantic Ave. Unit: 301 Owner: Dudash Todd Andrew TR, The Dudash Family Rev Trust and/or entity Officer: John Parks

6. NEW BUSINESS

A. Staff Report

6.A CCB-0047-2026- 409 Wayne Ave. Owner: One Door Holdings LLC and/or entity Officer: Barbra Bobelak

7. REPEAT BUSINESS

8. DISCUSSION

9. STAFF REPORTS

10. 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.

Code Compliance Board
Thursday, May 21, 2026 at 4:30 PM

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

1. CALL TO ORDER

2. DISCLOSURE OF EX PARTE COMMUNICATIONS

3. APPROVAL OF MINUTES

3.A Code Compliance Board Minutes April 16, 2026

4. SWEARING OF CITY STAFF, RESPONDENTS AND WITNESSES

5. OLD BUSINESS

A. Staff Report

6. NEW BUSINESS

A. Staff Report

6.A CCB-0088-2026 - 350 Mission Dr. Owner: Teresa N Gascon; Officer: John Parks

7. REPEAT BUSINESS

8. DISCUSSION

9. STAFF REPORTS

10. 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.

Community Development Block Grant Advisory Board

Name	Term	Appointment Dates
Mildred B. White, chair	7th	March 27, 2024 to March 30, 2027
Christy M. Bell	4th	March 27, 2024 to March 30, 2027
Sylvia Devaux	5th	March 27, 2024 to March 30, 2027
Donald Simpson	3rd	March 27, 2024 to March 30, 2027
Judith Simpson, non-voting member	3rd	March 27, 2024 to March 30, 2027
Patrice Smith	2nd	March 27, 2024 to March 30, 2027
Sabrina Smith	7th	March 27, 2024 to March 30, 2027
Timothy Washington	3rd	March 27, 2024 to March 30, 2027

Description: Governing applications for CDBG Program Funding; establishing procedures for its operations; serve in an advisory capacity on issues brought forth by the City Commission for its deliberation.

Enacting Resolution: Resolution No. 27-10, updated No. 16-9 and No. 09-21

Size: 8 members

Term Length: 3 years

Term Limit: N/A

Qualifications: Voting Members - residents who reside in an area defined by Volusia County Community Assistance as eligible to be served by the CDBG.

Staff Liaison: Grants Coordinator Larry Wheatcraft

Q2 Meetings: 6 p.m. Thursday, April 16; *May 21 (no quorum); June 18 (no agenda items)*

Next Meeting: 6 p.m. Thursday, Sept. 17

Community Development Block Grant Advisory Board
Thursday, April 16, 2026 at 6:00 PM

Alonzo Babe James Community Center, 201 N. Myrtle Avenue, New Smyrna Beach FL 32168

1. CALL TO ORDER

A. Roll Call

2. PUBLIC PARTICIPATION

In accordance with Resolution No. 09-23, citizens are provided the opportunity to address the board regarding any topic, for up to three minutes.

3. APPROVAL OF MINUTES

3.A Approval of Meeting Minutes - February 19th, 2026 Community Development Block Grant Advisory Board

3.B Approval of Meeting Minutes - March 19th, 2026 Community Development Block Grant Advisory Board

4. OLD BUSINESS

4.A CDBG Advisory Board Meeting Updates - April 2026

5. NEW BUSINESS

6. 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.

Community Development Block Grant Advisory Board
Thursday, May 21, 2026 at 6:00 PM

Alonzo Babe James Community Center, 201 N. Myrtle Avenue, New Smyrna Beach FL 32168

1. CALL TO ORDER

A. Roll Call

2. PUBLIC PARTICIPATION

In accordance with Resolution No. 09-23, citizens are provided the opportunity to address the board regarding any topic, for up to three minutes.

3. APPROVAL OF MINUTES

3.A Approval of Meeting Minutes - April 16th, 2026, Community Development Block Grant Advisory Board

4. OLD BUSINESS

4.A CDBG Advisory Board Meeting Updates - May 2026

5. NEW BUSINESS

5.A Consider the approval of a letter of support to apply for a Community Development Block Grant (CDBG) opportunity with Volusia County for Babe James Community Center Improvements Phase I.

6. 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.

Economic Development Advisory Board

Name	Term	Appointment Dates
Selby Sullivan, chair, business owner	1st	March 10, 2025 to March 9, 2029
Joshua Champion, COO AdventHealth	1st	March 10, 2025 to March 9, 2029
Aaron C. Denys, business owner	1st	March 10, 2026 to March 9, 2028
Cristal Dongilli, business owner	1st	March 10, 2025 to March 9, 2029
Jessica Wilber, business owner	1st	March 10, 2025 to March 9, 2029

Description: Make recommendations to the City Commission and City Manager regarding the implementation and funding of the City's Economic Development Plan, as well as foster economic development within the City.

Enacting Resolution: Resolution No. 18-10, updated No. 24-25

Size: 5 members

Term Length: 3 years

Term Limit: N/A

Qualifications: Members shall be a resident of the City of New Smyrna Beach, work within the City, represent a targeted initiative or goal that is identified in the City of New Smyrna Beach Comprehensive Economic Development Strategic Plan or own or represent property or business interests within the City of New Smyrna Beach. Up to two (2) positions on the Board may be filled by members not meeting the aforementioned criteria, provided such appointment is justified based on the individuals qualifications, determined by three (3) affirmative votes of the Board.

Staff Liaison: Economic Development & CRA Director Samantha Bergeron

Q2 Meeting: 8:30 a.m. Tuesday, April 21

Next Meeting: None listed

Economic Development Advisory Board
Tuesday, April 21, 2026 at 8:30 AM

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

I. CALL TO ORDER

A. Roll Call

II. CONSENT AGENDA

III. PRESENTATIONS

III.A Presentation: Florida Sunshine Law, Public Records Law and Ethics

IV. PUBLIC PARTICIPATION

V. OLD BUSINESS

VI. NEW BUSINESS

VI.A Consider the approval of the By-Laws for the Economic Development Advisory Board

VI.B Election of Officers: Chair of the Economic Development Advisory Board

VI.C Election of Officers: Vice Chair of the Economic Development Advisory Board

VII. BOARD MEMBER COMMENTS

VIII. REPORTS AND COMMUNICATIONS

VIII.A Director's Report

IX. FUTURE AGENDA ITEMS

X. 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.

Fire Pension Board

Name	Term	Appointment Dates
Michael Lynn, chair, plan member	5th	Oct. 1, 2024 to Nov. 1, 2027
Brandon Carroll, trustee, plan member	1st	Oct. 10, 2023 to Nov. 1, 2027
Randy Hartman, non-plan member	1st	Nov. 1, 2025 to Nov. 1, 2028
Jolene Joyce, non-plan member	2nd	Nov. 12, 2024 to Nov. 1, 2028
Matt Marteeny, elected by majority	2nd	Oct. 29, 2024 to Nov. 1, 2028

Description: Responsible for administering the firefighters' pension trust fund.

Enacting Resolution: Florida State Statute 185.05

Size: 5 members

Term Length: 3 years

Term Limit: N/A

Qualifications: (2) Must be active Firefighters - elected by members of the plan (2) Legal residents of the city who are not City of New Smyrna Beach Police or Fire Pension Plan Participants (1) Must be chosen by a majority of the first four members

Staff Liaison: Foster & Foster Plan Administrator Troy Jenne

Q2 Meeting: 4 p.m. Thursday, April 30

Next Meeting: 4 p.m. Thursday, July 30

CITY OF NEW SMYRNA BEACH FIREFIGHTERS' RETIREMENT PLAN
PENSION BOARD OF TRUSTEES QUARTERLY MEETING
COMMISSION CHAMBERS ANNEX
214 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168

AGENDA

Friday, April 30, 2026 – 4:00PM

Pursuant to Chapter 286, F.S., if an individual decides to appeal any decision made with respect to any matter considered at a meeting or hearing, that individual will need a record of the proceedings and will need to ensure that a verbatim record of the proceedings is made. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at (386) 410-2630 prior to the meeting.

I. CALL TO ORDER/ROLL CALL/DETERMINATION OF A QUORUM

II. PUBLIC COMMENT

III. APPROVAL OF MINUTES

1. January 23, 2026, quarterly meeting

IV. NEW BUSINESS

1. Discussion of legal services

V. REPORTS

1. Graystone Consulting, Scott Owens, Investment Consultant
    a. Quarterly Summary Report as of March 31, 2026
2. Sugarman, Susskind, Braswell & Herrera, David Robinson, Board Attorney
    a. Legislative update
    b. Financial disclosure forms

VI. OLD BUSINESS

VII. CONSENT AGENDA

1. Warrants for ratification
    a. Warrant #40, #41
2. New invoices for payment approval
    a. None
3. Fund activity report for the period January 17, 2026, through April 23, 2026

VIII. STAFF REPORTS, DISCUSSION, & ACTION

1. Foster & Foster, Troy Jenne, Plan Administrator
    a. Update on State Annual Report
    b. Educational opportunities
        1. FPPTA Winter Trustee School, Feb. 1-4, 2026, Orlando
        2. FPPTA Annual Conference June 28- July 1, 2026, Orlando

IX. TRUSTEE REPORTS, DISCUSSION, & ACTION

X. NEXT MEETING: July 30, 2026 – 4:00PM

XI. ADJOURNMENT

Historic Preservation Commission

Name	Term	Appointment Dates
Walter Bone, chair	1st	April 23, 2024 to May 14, 2027
Erik Ahlgren, vice chair	1st	May 15, 2024 to May 14, 2027
Dianne Bean	Partial	Nov. 12, 2024 to May 14, 2027
Angeline Beretta-Herman	3rd	May 15, 2024 to May 14, 2027
Jana Caswell	Partial	Dec. 12, 2023 to May 14, 2026
Katie L. Kaufman	2nd	May 15, 2025 to May 15, 2028
Aniju Varughese	1st	May 15, 2026 to May 15, 2029

Description: Recommends designation of historic districts, landmarks and sites; advises on historic preservation; coordinates the City's preservation work with federal, state and county governments and other city departments; etc.

Enacting Resolution: Ordinance No. 13-86

Size: 7 members

Term Length: 3 years

Term Limit: N/A

Qualifications: When possible, members shall be professionals in the fields of architecture, history, architectural history, archeology or other history-related fields such as urban planning, American studies, American civilization, cultural geography or culture geography/anthropology. Laypersons with special interest, experience or knowledge in any of those fields must make up the balance. City Commission requests nominations from the Southeast Volusia Historical Society. Must be a New Smyrna Beach resident.

Staff Liaison: Development Services Coordinator Stephanie Ferrara

Q2 Meetings: 5:30 p.m. Wednesday, April 8; June 10

Next Meeting: 5:30 p.m. Wednesday, Aug. 12

Historic Preservation Commission
Wednesday, April 8, 2026 at 5:30 PM

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

1. CALL TO ORDER

A. Roll Call

2. APPROVAL OF MINUTES

3. PUBLIC PARTICIPATION

4. NEW BUSINESS/DISCUSSION ITEMS

4.A LD-0001-2026: Review and give a recommendation to the City Commission on a proposed Local Landmark designation to the Clinch Street Railroad Spur.

4.B Historic Plaque Program Application

5. COMMITTEE COMMENTS

6. STAFF COMMENTS

7. 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.

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Historic Preservation Commission
Wednesday, June 10, 2026 at 5:30 PM

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

1. CALL TO ORDER

A. Roll Call

2. APPROVAL OF MINUTES

2.A Consider the Approval of the Historic Preservation Commission February 11, 2026 and April 8, 2026, Regular Meeting Minutes.

3. PUBLIC PARTICIPATION

4. NEW BUSINESS/DISCUSSION ITEMS

4.A LD-0001-2026: Review and give a recommendation to the City Commission on a proposed Local Landmark designation to the Clinch Street Railroad Spur.

4.B Historic Plaque Program Application

4.C Historic Preservation Grant and Historic Plaque discussion.

4.D Presentation on "The Magnolia".

4.E Selection of the 2026 Vice Chairperson

5. COMMITTEE COMMENTS

6. STAFF COMMENTS

6.A Update: 2026 Donnadine Miller Memorial Historic Preservation Award

7. 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.

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Housing Authority

Name	Term	Appointment Dates
Judy Reiker, chair	3rd	Sept. 1, 2025 to Aug. 31, 2029
Regis Anne Sloan, vice chair	4th	Sept. 1, 2022 to Aug. 31, 2026
Wilda Bennett	1st	Aug. 13, 2024 to Aug. 31, 2026
Michele Davis	2nd	Sept. 1, 2025 to Aug. 31, 2029
Nelson B. McDonald	1st	May 27, 2025 to May 28, 2029

Description: Prepares, carries out, acquires, leases, and operates housing projects to ensure safe and sanitary living accommodations for persons of low income.

Enacting Resolution: Florida State Statute 421.04

Size: 5 members

Term Length: 4 years

Term Limit: N/A

Qualifications: Members shall be residents of the City (1) Must be a recipient (in good standing) of a rent subsidy administered by the Housing Authority

Staff Liaison: Executive Director Teresa Pope

Q2 Meetings: 5:30 p.m. Monday, May 11

Next Meeting: 5:30 p.m. Monday, July 13

Housing Authority
Monday, May 11, 2026 at 5:30 PM

City Commission Chambers, 214 Sams Ave, New Smyrna Beach FL 32168

1. CALL TO ORDER

1.A Agenda

2. ROLL CALL

3. INVOCATION/PLEDGE OF ALLEGIENCE

4. APPROVAL OF MINUTES

5. TENANT ACCOUNT CHARGE OFFS

6. CONDEMNED ASSETS

6.A Review the attached report.

7. DIRECTORS REPORT

7.A Executive Director Teresa Pope will review the Director's report.

8. NEW BUSINESS

8.A New Business Discussion Items

9. DEVELOPMENT

9.A Development Discussion Items

10. OLD BUSINESS

11. RESOLUTIONS

11.A Consider the adoption of Resolution No. 2026-03

12. FINANCIALS

12.A February 2026 Financials

13. PUBLIC PARTICIPATION

Citizens: General Rules-

1. First, state your name, address, and the organization you represent
2. Make **ONLY** a brief statement of the facts within your knowledge as it pertains to policies of the agency.
3. Organize your presentation within a brief time limit, and upon completion refrain from additional comments, unless requested by the Board.
4. Avoid repetition/gossip. You must present facts.

14. BOARD COMMENTS

15. ADJOURMENT

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.

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Personnel Board

Name	Term	Appointment Dates
Tim Buko	2nd	May 2, 2025 to May 2, 2028
Lori J. Hartman	2nd	May 2, 2025 to May 2, 2028
Barbara J. Luttrell	2nd	May 2, 2025 to May 2, 2028
Daniel Moran	2nd	May 2, 2025 to May 2, 2028
Douglas E. Rose	2nd	May 2, 2025 to May 2, 2028

Description: The Personnel Board is hereinafter created as authorized in chapter 59-1612, personnel policy, of the 1959 Related Acts of the City of New Smyrna Beach. To hold and conduct hearings involving appeals of disciplinary action against employees.

Enacting Resolution: Ordinance No. 14-84

Size: 5 members

Term Length: 3 years

Term Limit: 2 terms

Qualifications: Any qualified voter residing in the City is eligible for membership provided; however, that no person who has been convicted of a crime involving moral turpitude shall be eligible.

Staff Liaison: Human Resources Director Heather Kidd

Last Meeting: 3 p.m. Wednesday, Jan. 8, 2025

Next Meeting: As required

Planning & Zoning Board

Name	Term	Appointment Dates
Stephen Yates, chair	2nd	Oct. 24, 2023 to Oct. 31, 2026
Thomas J. Bien	1st	Oct. 24, 2023 to Oct. 31, 2026
John K. Causey, Sr.	1st	Nov. 1, 2024 to Oct. 31, 2027
Teresa Corbett	Partial	Nov. 1, 2024 to Oct. 31, 2027
Jon Hall	1st	Oct. 24, 2023 to Oct. 31, 2026
David McKenna	1st	Nov. 1, 2025 to Nov. 1, 2028
Anette Taylor	Partial	Nov. 1, 2025 to Nov. 1, 2028
Jessie Thompson, School Board	*1st*	*Oct. 8, 2024*

Description: Reviews site plans and subdivision plats; makes recommendations to the City Commission on Comprehensive Plan Amendments, Land Development Regulation amendments, annexations, street vacations and any other matters referred to them by the City Commission.

Enacting Resolution: Compliant with Fla. State Statute 163.3174 (1). Ordinance No. 01-03, 15-02

Size: 8 members

Term Length: 3 years

Term Limit: 2 terms

Qualifications: Must be New Smyrna Beach residents.

Staff Liaison: Planning Manager Stephanie Doster

Q2 Meetings: 5:30 p.m. Monday, April 6; May 4; June 1

Next Meeting: 5:30 p.m. Monday, July 6

Planning & Zoning Board
Monday, April 6, 2026 at 5:30 PM

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

1. CALL TO ORDER

A. Roll Call

2. APPROVAL OF MINUTES

2.A Consider the Approval of the Planning and Zoning Board March 2, 2026, Regular Meeting Minutes.
The meeting minutes for March 2, 2026 will be provided at the May 4, 2026 meeting for approval

3. PUBLIC PARTICIPATION

4. OLD BUSINESS

4.A ZT-12-25: Review and give a recommendation to the City Commission on reproposed zoning text amendments to Land Development Regulations Section 504.02 (Zoning Districts), Section 505.05 (Nonconforming Uses and Structures), and Section 201.00 (General Definitions) that define average daily users, establish use neutral standards including setback requirements and allow the reconstruction of severely damaged nonconforming buildings of special exceptions or conditional uses.

5. NEW BUSINESS

5.A Request to consider Rezoning case PUD-0008-2025, Sprouts Shopping Center, So. Myrtle St. & SR 44, to change existing City zoning from LI, Light Industry to PUD Planned Unit Development

5.B ZT-0001-2026: Conduct a review and provide a recommendation to the City Commission on the following minor text amendments to section 305.05, 504.02, 604.051. 803.03, 803.05, 804.03, 1007.00, 1008.00, and 1009.00 of the Land Development Regulations.

5.C Special Exception 1-26: 505 1st Street, A Special Exception to allow automobile sales in the B-3 Highway Service Business District

5.D Nominate and vote on 2026 Planning and Zoning Board Vice Chairperson.

6. COMMENTS OR STATEMENTS BY MEMBERS OF THE BOARD

7. REPORTS AND COMMUNICATION BY THE STAFF

8. 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.

Planning & Zoning Board
Monday, May 4, 2026 at 5:30 PM

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

1. CALL TO ORDER

A. Roll Call

2. APPROVAL OF MINUTES

2.A Consider the Approval of the Planning and Zoning Board April 6, 2026, Regular Meeting Minutes.

3. PUBLIC PARTICIPATION

4. OLD BUSINESS

5. NEW BUSINESS

5.A V-0004-2026: Request a variance to allow for three (3) electronic reader board monument signs to be placed at the City Sports Complex at 1800 Turnbull Bay Road.

5.B SE-02-26: A Special Exception request to allow an existing car dealership and repair shop to expand their existing operation at 1313 North Dixie Freeway.

5.C V-0005-2026: Request a variance to allow a reduced building setbacks for an existing detached garage that is located at 2503 Nordman Avenue.

6. COMMENTS OR STATEMENTS BY MEMBERS OF THE BOARD

7. REPORTS AND COMMUNICATION BY THE STAFF

8. 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.

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Planning & Zoning Board
Monday, June 1, 2026 at 5:30 PM

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

1. CALL TO ORDER

A. Roll Call

2. APPROVAL OF MINUTES

2.A Consider the Approval of the Planning and Zoning Board May 4, 2026, Regular Meeting Minutes.

3. PUBLIC PARTICIPATION

4. OLD BUSINESS

5. NEW BUSINESS

5.A A-0001-2026: Conduct a review and give a recommendation on an overall annexation application for 2264 Doster Drive.

5.B V-0006-2026: Conduct a review of a variance to allow a three (3) foot tall fence to be located on top of a retaining wall.

6. COMMENTS OR STATEMENTS BY MEMBERS OF THE BOARD

7. REPORTS AND COMMUNICATION BY THE STAFF

8. 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.

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Police Pension Board

Name	Term	Appointment Dates
Mike Ison, elected by trustees majority	1st	Oct. 3, 2025 to Oct. 3, 2027
Ronald Neibert, non-plan member	2nd	Oct. 2, 2024 to Oct. 2, 2026
Brandon Mechtel, plan member	1st	Oct. 2, 2024 to Oct. 2, 2026
Sergeant Jason Reve, plan member	4th	Oct. 1, 2023 to Oct. 2, 2026
Palmer Wilson, non-plan member	2nd	Oct. 3, 2025 to Oct. 3, 2027

Description: Responsible for administering the police retirement trust fund.

Enacting Resolution: Florida State Statute 185.05

Size: 5 members

Term Length: 2 years

Term Limit: N/A

Qualifications: (2) Must be active police officers - elected by members of the plan (2) Legal residents of the city who are not City of New Smyrna Beach Police or Fire Pension Plan Participants (1) Must be chosen by a majority of the first four members

Staff Liaisons: Foster & Foster Plan Administrator Troy Jenne

Q2 Meeting: 2 p.m. Thursday, April 30

Next Meeting: 2 p.m. Thursday, July 9

CITY OF NEW SMYRNA BEACH POLICE OFFICERS' RETIREMENT PLAN
PENSION BOARD OF TRUSTEES QUARTERLY MEETING
COMMISSION CHAMBERS ANNEX
214 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168

AGENDA

Friday, April 30, 2026 – 2:00PM

Pursuant to Chapter 286, F.S., if an individual decides to appeal any decision made with respect to any matter considered at a meeting or hearing, that individual will need a record of the proceedings and will need to ensure that a verbatim record of the proceedings is made. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at (386) 410-2630 prior to the meeting.

I. CALL TO ORDER/ROLL CALL/DETERMINATION OF A QUORUM

II. PUBLIC COMMENT

III. APPROVAL OF MINUTES

1. January 23, 2026, quarterly meeting

IV. NEW BUSINESS

1. Discussion of legal services
2. Election of Officers

V. REPORTS (ATTORNEY/CONSULTANTS)

1. Burgess Chambers & Associates, Frank Wan, Investment Consultant
    a. Quarterly investment report as of March 31, 2026
2. Sugarman, Susskind, Braswell & Herrera, David Robinson, Board Attorney
    a. Legislative update
    b. Financial disclosure forms

VI. OLD BUSINESS

VII. CONSENT AGENDA

1. Warrants for ratification
    a. Warrant #24
2. New invoices for payment approval
    a. None
3. Fund activity report for the period January 17, 2026, through April 23, 2026

VIII. STAFF REPORTS, DISCUSSION, & ACTION

1. Foster & Foster, Troy Jenne, Plan Administrator
    a. Update on State Annual Report
    b. Educational opportunities
        1. FPPTA Annual Conference, June 28- July 1, 2026, Orlando
        2. FPPTA Trustee School, September 27-30, 2026, Orlando

IX. TRUSTEE REPORTS, DISCUSSION, & ACTION

X. NEXT MEETING: July 30, 2026 – 2:00PM

XI. ADJOURNMENT

Turnbull Creek Land Preservation Committee

Name	Term	Appointment Dates
Donna Athearn, chair	3rd	Jan. 23, 2024 to July 30, 2027
Chip Weston, vice chair	3rd	Jan. 23, 2024 to July 30, 2027
Randy Hartman	Partial	Jan. 23, 2024 to July 30, 2027
William Robitzsch	1st	Jan. 23, 2024 to July 30, 2027
Robert John Werner	2nd	Jan. 23, 2024 to July 30, 2027

Description: Reviews any information related to land preservation along Turnbull Creek prior to City Commission approval.

Enacting Resolution: Resolution No. 42-18

Size: 5 members

Term Length: 1 year

Term Limit: N/A

Qualifications: Wherever possible, members shall demonstrate interest in environmental issues, historic preservation, wildlife, biology, botany or water quality.

Staff Liaison: Natural Resources Manager Ralph “Tony” Miller

Q2 Meetings: 3 p.m. Monday, May 18

Next Meeting: 3 p.m. Monday, Aug. 17

Turnbull Creek Land Preservation Committee
Monday, May 18, 2026 at 3:00 PM

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

1. CALL TO ORDER

A. Roll Call

2. APPROVAL OF MINUTES

2.A Consider the adoption of the minutes from the Turnbull Creek Land Preservation Committee regular meeting held on Monday, February 16, 2026.

3. PUBLIC PARTICIPATION

4. OLD BUSINESS

5. NEW BUSINESS/DISCUSSION ITEMS

5.A Introducing Larry Wheatcraft, the City's new Grant Manager.

5.B Discussion: Update on Acquisitions

5.C Discussion and Consideration of the property located at 1964 Jungle Road for Turnbull Creek Conservation (Property #117 – Overstreet).

5.D Discussion and Consideration of the property located at Northwest corner of Halleck and Enterprise for Turnbull Creek Conservation. Addition of Property #125 (NWC Halleck & Enterprise)

5.E Discussion and Reconsideration of the Pinkerton Properties for Turnbull Creek Conservation (Properties #113 and #114).

5.F Discussion and Consideration of the Addition of Sixteen Hammock Garden Lots to the Potential Acquisition List for Turnbull Creek Conservation. (Properties #136 through #151)

5.G Discussion and Consideration of the Addition of Sixteen Properties between Colony Park Road & Otter Blvd to the Potential Acquisition List for Turnbull Creek Conservation. (Properties #128 - #131)

5.H Discussion and Consideration of the Addition of Sixteen Properties between Jungle Road and Linda Road to the Potential Acquisition List for Turnbull Creek Conservation. (Addition of Properties #134 - #136)

5.I Discussion and Consideration of the Addition of the Properties between the Turnbull Trace properties and Otter Boulevard to add to the Potential Acquisition List for Turnbull Creek Conservation. Addition of Properties #132 & 133 (Hayman)

5.J Discussion and Consideration of Acquisition of Turnbull Creek Wetlands/Mangrove Islands.

5.K Prioritization of Projects and Initiatives to Advance the Conservation Efforts within the Turnbull Creek Watershed.

6. COMMITTEE COMMENTS

7. STAFF REPORTS

8. 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.

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Utilities Commission

Name	Term	Appointment Dates
James R. Davenport, chair	4th	Sept. 8, 2024 to Sept. 8, 2027
Lawrence J. Kelly, vice chair	2nd	Sept. 8, 2024 to Sept. 8, 2027
Lillian Conrad, secretary-treasurer	3rd	Sept. 8, 2025 to Sept. 8, 2028
Jeff Devine	1st	Sept. 8, 2025 to Sept. 8, 2028
James Smith, asst. secretary-treasurer	2nd	Sept. 12, 2023 to Sept. 7, 2026

Description: Prescribes rules, rates and regulations governing the sale and use of electricity, water, gas and sewage collection and treatment.

Enacting Resolution: Laws of Florida, Chapter 85-503

Size: 5 members

Term Length: 3 years

Term Limit: 3 terms

Qualifications: None listed

Staff Liaison: Executive Administrator Debbie Simmons

Schedule: See 2026 NSBUC Meetings Calendar on next page

2026 NSBUC Meetings Calendar *(Scheduled Regular & Workshops)*

January 2026							
	S	M	T	W	T	F	S
					1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31

Workshop – 1-8

JANUARY 26 – REGULAR

01: *New Year's Day*

19: *Martin Luther King Jr. Day*

February 2026							
	S	M	T	W	T	F	S
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28

Cancelled 2-12 Workshop on 1-26-26

FEBRUARY 23 – REGULAR

16: *Presidents' Day*

March 2026							
	S	M	T	W	T	F	S
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30	31				

Workshop – 3-12

MARCH 23 – REGULAR

SPECIAL MTG. on 3-23-26 @ 8:00 am
(*AI 6-b. 2-23-26*)

April 2026							
	S	M	T	W	T	F	S
				1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30		

Workshop – 4-9

APRIL 27 – REGULAR

May 2026							
	S	M	T	W	T	F	S
						1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
	31						

Workshop – 5-18*

MAY 26 – REGULAR ***(Tues.)***

25: *Memorial Day*

June 2026							
	S	M	T	W	T	F	S
		1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30				

Workshop – 6-15*

JUNE 22 – REGULAR

19: *Juneteenth*

July 2026							
	S	M	T	W	T	F	S
				1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	

Workshop – 7-9 **/20-Jt. City/NSBU Mtg.**

JULY 28 – REGULAR *(Tues.)*

04: *Independence Day*

August 2026							
	S	M	T	W	T	F	S
							1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31					

Workshop – 8-13

AUGUST 24 – REGULAR

September 2026							
	S	M	T	W	T	F	S
			1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30			

Workshop – 9-10

SEPTEMBER 28 – REGULAR
(Reorganizational)

01: *Labor Day*

October 2026							
	S	M	T	W	T	F	S
					1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	16	19	20	21	22	23	24
	25	26	27	28	29	30	31

Workshop – 10-8

OCTOBER 26 – REGULAR

12: *Columbus Day*

31: *Halloween*

November 2026							
	S	M	T	W	T	F	S
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30					

Workshop – 11-12

NOVEMBER 23 – REGULAR

11: *Veterans' Day*

26: *Thanksgiving*

December 2026							
	S	M	T	W	T	F	S
			1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	31		

Workshop – 12-10

DECEMBER 21–REGULAR
(3rd Mon.)

24: *Christmas Eve*

25: *Christmas Day*

{EFFECTIVE 9-22-25 MONTHLY WORKSHOP MTGS. ROUTINELY HELD 2ND THURSDAY OF EACH MONTH AND REGULAR NSBUC MTGS. ON 4TH MONDAY OF EACH MONTH} {EFFECTIVE 1-26-26, AI 8-a., NSBUC REGULAR MTGS. & WORKSHOP MTGS. TO COMMENCE ROUTINELY AT 9:00 AM IN LIEU OF 3:00 PM)
***4-9-26 WORKSHOP - CONCURRENCE TO RESCHEDULE TWO WORKSHOP MTGS. IN MAY & JUNE - RATIFICATION TO OCCUR AT 4-27-26 REG. MTG.**
5-2026 - ADDED JOINT CITY/NSBU MEETING FOR JULY 20, 2026, MONDAY, T/B HELD AT 200 CANAL / 3RD FL DEBERRY ROOM
6-22-26 - REVISED JULY REG. MTG. TO TUES. 7-28-26

WORKSHOP & REGULAR NSBU COMMISSION MEETINGS
CALENDAR YEAR 2026

Jan. 8th

JANUARY 26, 2026

~~Feb. 12th~~ *(WORKSHOP CANCELLED ON 1-26-26)*

FEBRUARY 23, 2026

Mar. 12th

MARCH 23, 2026

Apr. 9th

APRIL 27, 2026

May 18th *(RESCHEDULED 4-9-26)*

MAY 26, 2026 ***(Tues.)***

June 15th *(RESCHEDULED 4-9-26)*

JUNE 22, 2026

July 9th

JULY 20, 2026 - JT. CITY/NSBU MTG.

(5:00 PM @ NSBU - 200 CANAL ST.)

JULY 28, 2026 *(Tues.)*

Aug. 13th

AUGUST 24, 2026

Sept. 10th

SEPTEMBER 28, 2026

(Reorganizational) **Oct. 8th**

OCTOBER 26, 2026

Nov. 12th

NOVEMBER 23, 2026

Dec. 10th

DECEMBER 21, 2026 ***(3rd Mon.)***

J. DAVENPORT, CHAIRMAN
L. KELLY, JR., VICE CHAIR
L. CONRAD, SECY.-TREAS.
J. SMITH, ASST. SECY.-TREAS.
J. DEVINE, COMMISSIONER
H. RAMOS, GENERAL COUNSEL
E. CHAVEZ, GENERAL MGR.-CEO
D. SIMMONS, EXEC. MGR./CLERK

AGENDA**
WORKSHOP MEETING OF THE
NEW SMYRNA BEACH UTILITIES
TO BE HELD THURSDAY,
APRIL 9, 2026, AT 9:00 A.M.,
200 CANAL STREET, DEBERRY ROOM,
3RD FLOOR, NEW SMYRNA BEACH, FL

REQUESTED MONTHLY NSBU COMMISSIONER WORKSHOP*

(*Workshops scheduled at 2-24-25 Regular NSBUC Mtg., AI 8-a./*
Revised to 2nd Thursday of the month on 9-22-25, AI I-b.)

PLEDGE / INVOCATION

ROLL CALL

Introductions – NSBU Commissioners and Staff and External/Public Attendees
(Chairman/Commissioners will recognize Public Participation as desired or invited)

1. DISCUSSION RE: WESTERN COMPLEX STRATEGIC PLANNING

2. ADDITIONAL TOPICS OR FUTURE TOPICS FOR MAY 14, 2026 WORKSHOP

*** In accordance w/NSBU Resolution No. 2018-01, Section 5.(3) Workshop Meetings – No official action to be taken at Workshop Mtg.**

**** Pursuant to Section 286.0105 of the Florida Statutes, if an individual decides to appeal any decision made by the New Smyrna Beach Utilities, with respect to any matter considered at a meeting or a hearing, that individual will need a record of the proceedings, and will need to ensure that a verbatim record of the proceedings is made. The transcription of such a verbatim will be provided an individual at a cost to be determined by the New Smyrna Beach Utilities in accordance with the full cost to reproduce such transcriptions and copies.**

**** In accordance with the American with Disabilities Act, persons needing special accommodations to participate in this proceeding should contact the individual or agency sending this notice, if possible five business days prior to the proceeding at the address given on the notice.**

J. DAVENPORT, CHAIRMAN
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L. CONRAD, SECY.-TREAS.
J. SMITH, ASST. SECY.-TREAS.
J. DEVINE, COMMISSIONER
H. RAMOS, GENERAL COUNSEL
E. CHAVEZ, GENERAL MGR.-CEO
D. SIMMONS, EXEC. MGR./CLERK

AGENDA*
REGULAR MEETING
NEW SMYRNA BEACH UTILITIES
TO BE HELD MONDAY, APRIL 27, 2026,
AT 9:00 A.M., 200 CANAL STREET,
DEBERRY ROOM, 3RD FL, NEW SMYRNA BEACH, FLORIDA

Pledge / Invocation

Safety Message by Support Services, Sr. Mgr. Heather Carrizales – April is Distracted Driving Awareness Month

ROLL CALL

1. **Agenda Changes, Additions and Deletions**

2. **Public Participation**
   (Please register to speak prior to the meeting. Also for groups speaking on same topic/similar views, please designate a speaker for the group. Three-minute time frame is allotted for each speaker/topic.)

3. **Approval of Consent Items

a. ✓ Minutes for Workshop Held on 3-12-26, for Special Meeting Held on 3-23-26, and for Regular NSBU Commission Meeting Held on 3-23-26 (*Annotated Version*) – D. Simmons *(NSBU and State Requirements)*

b. ✓ Ratification – Granted and Accepted Third Party Utility Easement – by Richard C. Cole for 109 S. Cucumber Lane – J. Couillard *(NSBU and State Requirements)*

c. ✓ Ratification – Revision of Two 2026 Workshop Dates in May and June 2026 (*Concurrence Rcvd. During 4-9-26 Workshop*) – D. Simmons *(NSBU and State Requirements)*

d. ✓ Approval – Awards (3) for Light/Medium Duty Vehicles and (1) Equipment Replacements (FL Sheriff's Assoc. Coop. Purchasing Program Contract FSA25-VEL33.0 – Palmetto Ford & Sourcewell Contract #110421-ALTEC) – H. Carrizales *(NSBU, State, and Federal Requirements)*

e. ✓ Approval – High Value Surplus Disposals – Total of Three (3) Vehicles – Advance Notification of Sales (Public Auction) – H. Carrizales *(NSBU and State Requirements)*

4. **General Manager's Report (March 2026) – E. Chavez**

a. Financial Status – March 2026 – C. Girvan

b. 1st Half (Q1 & Q2) FY26 Balanced Scorecard and Enterprise Metrics – E. Chavez

c. Introduction to Commission – Director, Information Technology – Laura Callahan

New Smyrna Beach ···UTILITIES···

J. DAVENPORT, CHAIRMAN
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L. CONRAD, SECY.-TREAS.
J. SMITH, ASST. SECY.-TREAS.
J. DEVINE, COMMISSIONER
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AGENDA*
REGULAR MEETING
NEW SMYRNA BEACH UTILITIES
TO BE HELD MONDAY, APRIL 27, 2026,
AT 9:00 A.M., 200 CANAL STREET,
DEBERRY ROOM, 3RD FL, NEW SMYRNA BEACH, FLORIDA

5. **Commission Counsel's Report – General Counsel**

6. **Old Business**

7. **New Business**
   a. ✓ Approval – Supplemental Resolution: NSBU Resolution No. 2026-04 – Utilities System Revenue Note, Series 2026 – C. Girvan & E. Chavez *(NSBU, State and Federal Requirements)*

8. **Possible Other Business - Time for Commissioners**
   a. Re-Occurring Status Update – Western Complex Strategic Planning – Phase 1 – Commissioner Devine

✓A Check Mark Indicates Items Which Commission Approval Has Been Requested On This Agenda
Please Note -- Most Discussion Items Will Not Have Documentation, Will Be Listed On Agenda Only

*** Consent items to be approved as recommended or accepted as appropriate without further comments unless discussion is requested by Commissioner.**

**** Pursuant to Section 286.0105 of the Florida Statutes, if an individual decides to appeal any decision made by the New Smyrna Beach Utilities, with respect to any matter considered at a meeting or a hearing, that individual will need a record of the proceedings, and will need to ensure that a verbatim record of the proceedings is made. The transcription of such a verbatim will be provided an individual at a cost to be determined by the New Smyrna Beach Utilities in accordance with the full cost to reproduce such transcriptions and copies.**

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D. SIMMONS, EXEC. MGR./CLERK

AGENDA**
WORKSHOP MEETING OF THE
NEW SMYRNA BEACH UTILITIES
TO BE HELD MONDAY,
MAY 18, 2026, AT 9:00 A.M.,
200 CANAL STREET, DEBERRY ROOM,
3RD FLOOR, NEW SMYRNA BEACH, FL

REQUESTED MONTHLY NSBU COMMISSIONER WORKSHOP*

(*Workshops scheduled at 2-24-25 Regular NSBUC Mtg., AI 8-a. / Revised to 2nd Thursday of the month on 9-22-25, AI I-b. / May Workshop date revised to 5-18-26 on 4-27-26, AI 3-c.)*

PLEDGE / INVOCATION

ROLL CALL

Introductions – NSBU Commissioners and Staff and External/Public Attendees
(Chairman/Commissioners will recognize Public Participation as desired or invited)

1. DISCUSSION RE: NSBU PURCHASED POWER – *C. Girvan, Controller and GM/CEO*

a. NSBU's Rate Consultant – Randy Halley, Summit Utility Advisors, Inc., will be in attendance to support and provide an informational presentation to Commission
b. Info. Topics: FY27 Purchased Power Budget / Market Summary / and FPL Native Load Firm Power and Energy Transaction Confirmation Renewal Options
   i. FPL Solar Option Renewal – Determination required prior to July 2026
c. Evaluation Procurement Options/Strategy for Purchased Power Sources beyond 2033

2. DISCUSSION RE: WESTERN COMPLEX STRATEGIC PLANNING – PHASE 1:
-- *Comms. Devine and General Counsel Ramos and NSBU Staff*

a. Project Plan – Deeper Dive into Phase One and Two
b. Draft RFP No. 15-26 – Public Parcel Delivery and Private Parcel Entitlement Services for Western Utilities Complex (Separately Awardable Components)

3. ADDITIONAL TOPICS OR FUTURE TOPICS FOR JUNE 15, 2026 WORKSHOP

*** In accordance w/NSBU Resolution No. 2018-01, Section 5.(3) Workshop Meetings – No official action to be taken at Workshop Mtg.**

**** Pursuant to Section 286.0105 of the Florida Statutes, if an individual decides to appeal any decision made by the New Smyrna Beach Utilities, with respect to any matter considered at a meeting or a hearing, that individual will need a record of the proceedings, and will need to ensure that a verbatim record of the proceedings is made. The transcription of such a verbatim will be provided an individual at a cost to be determined by the New Smyrna Beach Utilities in accordance with the full cost to reproduce such transcriptions and copies.**

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D. SIMMONS, EXEC. MGR./CLERK

AGENDA**
REGULAR MEETING
NEW SMYRNA BEACH UTILITIES
TO BE HELD TUESDAY, MAY 26, 2026,
AT 9:00 A.M., 200 CANAL STREET,
DEBERRY ROOM, 3RD FL, NEW SMYRNA BEACH, FLORIDA

Pledge / Invocation

Safety Message by Wastewater Plant Manager, Johnnie Dail – Protecting NSBU Wastewater Employees

ROLL CALL

1. **Agenda Changes, Additions and Deletions**

2. **Public Participation**
   (Please register to speak prior to the meeting. Also for groups speaking on same topic/similar views, please designate a speaker for the group. Three-minute time frame is allotted for each speaker/topic.)

***3. Approval of Consent Items**

a. ✓ Minutes for Workshop Held on 4-9-26, and for Regular NSBU Commission Meeting Held on 4-27-26 (*Annotated Version*) – D. Simmons *(NSBU and State Requirements)*

b. ✓ Ratification – Granted and Accepted Third Party Utility Easements – 13 Total Easements for 6500 Block of S. Atlantic Ave. – Resident Initiated/Supported URD Project – J. Couillard *(NSBU and State Requirements)*

c. ✓ Approval – Sediment Removal/Disposal Services Required for FY27 Mixer Replacement Project (U.S. Submergent Technologies) – D. Hale *(NSBU, State, and Federal Requirements)*

d. ✓ Approval – Amended Adoption Agreement for NSBU 457(b) Deferred Compensation Retirement Plan – H. Carrizales *(NSBU, State, and Federal Requirements*

4. **General Manager's Report (April 2026) – E. Chavez**
   a. Financial Status – April 2026 – C. Girvan
      (Financial Results Presentation w/inc. FY2027 Budget Update for Commission)

New Smyrna Beach ···UTILITIES···

J. DAVENPORT, CHAIRMAN
L. KELLY, JR., VICE CHAIR
L. CONRAD, SECY.-TREAS.
J. SMITH, ASST. SECY.-TREAS.
J. DEVINE, COMMISSIONER
H. RAMOS, GENERAL COUNSEL
E. CHAVEZ, GENERAL MGR.-CEO
D. SIMMONS, EXEC. MGR./CLERK

AGENDA**
REGULAR MEETING
NEW SMYRNA BEACH UTILITIES
TO BE HELD TUESDAY, MAY 26, 2026,
AT 9:00 A.M., 200 CANAL STREET,
DEBERRY ROOM, 3RD FL, NEW SMYRNA BEACH, FLORIDA

5. Commission Counsel's Report – General Counsel

(May include a 2026 Legislative Session Bill Update – dependent upon Governor's signature)

6. Old Business

a. ✓ Approval – Decision Regarding Non-Renewal of FP&L Solar Energy Transaction Option (Exhibit 1 to FPL Firm Power & Energy Contract) – C. Girvan & E. Chavez *(NSBU, State, and Federal Requirements*

7. New Business

a. ✓ Approval – Proposed Final RFP No. 15-26 – Phase 1-Public Parcel Delivery and Private Parcel Entitlement Services for Western Utilities Complex (Separately Awardable Components) – Comms. Devine and General Counsel H. Ramos and E. Chavez
(NSBU, State, and Federal Requirements)

8. Possible Other Business - Time for Commissioners

a. Re-Occurring Status Update – Western Complex Strategic Planning – Phase 1 – Commissioner Devine

✓A Check Mark Indicates Items Which Commission Approval Has Been Requested On This Agenda
Please Note -- Most Discussion Items Will Not Have Documentation, Will Be Listed On Agenda Only

*** Consent items to be approved as recommended or accepted as appropriate without further comments unless discussion is requested by Commissioner.**

**** Pursuant to Section 286.0105 of the Florida Statutes, if an individual decides to appeal any decision made by the New Smyrna Beach Utilities, with respect to any matter considered at a meeting or a hearing, that individual will need a record of the proceedings, and will need to ensure that a verbatim record of the proceedings is made. The transcription of such a verbatim will be provided an individual at a cost to be determined by the New Smyrna Beach Utilities in accordance with the full cost to reproduce such transcriptions and copies.**

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E. CHAVEZ, GENERAL MGR.-CEO
D. SIMMONS, EXEC. MGR./CLERK

AGENDA**
WORKSHOP MEETING OF THE
NEW SMYRNA BEACH UTILITIES
TO BE HELD MONDAY,
JUNE 15, 2026, AT 9:00 A.M.,
200 CANAL STREET, DEBERRY ROOM,
3RD FLOOR, NEW SMYRNA BEACH, FL

REQUESTED MONTHLY NSBU COMMISSIONER WORKSHOP*

(*Workshops scheduled at 2-24-25 Regular NSBUC Mtg., AI 8-a. / Revised to 2nd Thursday of the month on 9-22-25, AI I-b. / May Workshop date revised to 5-18-26 on 4-27-26, AI 3-c.)*

PLEDGE / INVOCATION

ROLL CALL

Introductions – NSBU Commissioners and Staff and External/Public Attendees
(Chairman/Commissioners will recognize Public Participation as desired or invited)

1. **ADDITIONAL DISCUSSION RE: NSBU FY2027 BUDGET PROJECTIONS** – *C. Girvan, Controller and GM/CEO*
   a. FY27 Budgeted Revenues / Customer Load, Usage, and Growth Assumptions
   b. FY27 Budgeted Departmental O&M Summary

2. **DISCUSSION RE: RFP NO. 07-26 – AUDITING SERVICES** – *M. Lynch, Procurement Sr. Mgr.*
   a. Discuss the Compilation of Initial Scoring by Evaluation Committee*
      (**Chairman Davenport and Comms. Conrad, Devine, and Kelly*)
   b. Further Determinations by Evaluation Committee: Plan to Award Based on Initial Scoring OR Schedule Presentations by Top Ranked Firms
      i. Consensus by Committee for Presentations, Then Confirm Desired Areas of Focus for Presentation to Develop 2nd RFP Rating Process
      ii. Schedule presentations for 6-22-26 Regular NSBUC Mtg. OR 7-9-26 Workshop
      iii. After Presentations, Committee will need to score separately again for 2nd Phase of RFP No. 07-26
   c. Consideration of Agenda Item for Award of RFP No. 07-26 Dependent upon Consensus:
      Based on Initial Scoring – Award @ 6-22-26 Regular Mtg.
      Based on Presentations – Award @ 7-27-26 Regular Mtg.

3. **DISCUSSION RE: DEVELOPMENT OF AGENDA FOR 7-20-26 JT. CITY/NSBU WORKSHOP**
   (Topic from 5-18-26 Workshop Results)

4. **ADDITIONAL TOPICS OR FUTURE TOPICS FOR JULY 9, 2026 WORKSHOP**

* **In accordance w/NSBU Resolution No. 2018-01, Section 5.(3) Workshop Meetings – No official action to be taken at Workshop Mtg.**

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H. RAMOS, GENERAL COUNSEL
E. CHAVEZ, GENERAL MGR.-CEO
D. SIMMONS, EXEC. MGR./CLERK

AGENDA**
REGULAR MEETING
NEW SMYRNA BEACH UTILITIES
TO BE HELD MONDAY, JUNE 22, 2026,
AT 9:00 A.M., 200 CANAL STREET,
DEBERRY ROOM, 3RD FL, NEW SMYRNA BEACH, FLORIDA

Quarterly Employee Recognitions by H.R. *(by Xyomara Yepez – Human Resources Generalist)*
(John Masuicca / Michael Tontis / Michael Herndon / David "Todd" Ruggles / Travis Bixler / David Curich / Pam Murphy / Winter McNair / Safety Achievement Medallions for Life-Saving Efforts: Robert "Bobby" Cole and Ethan Ruplinger)

Pledge / Invocation

Safety Message by Director of Electric Operations, Raquel Mercado – Staying Ready vs. Getting Ready

ROLL CALL

1. **Agenda Changes, Additions and Deletions**

2. **Public Participation**
   (Please register to speak prior to the meeting. Also for groups speaking on same topic/similar views, please designate a speaker for the group. Three-minute time frame is allotted for each speaker/topic.)

***3. Approval of Consent Items**

a. ✓ Minutes for Workshop Held on 5-18-26, and for Regular NSBU Commission Meeting Held on 5-26-26 (*Annotated Version*) – D. Simmons *(NSBU and State Requirements)*
b. ✓ Approval – Developer's Agreement – Florida Days Phase 4 - Old Smyrna Land Company, LLC, (*w/NSBU Cost Participation*) – J. Couillard *(NSBU and State Requirements)*
c. ✓ Project Approval – Field Street Substation SCADA Communications Upgrade (Burns & McDonnell) – J. Couillard *(NSBU, State, and Federal Requirements)*
d. ✓ Approval – Award of RFP No. 07-26 – Auditing Services (Purvis Gray and Company, LLP) – M. Lynch *(NSBU and State Requirements)*
e. ✓ Approval – Revision of July 2026 Regular Meeting Date (from 7-27-26 to 7-28-26) – D. Simmons *(NSBU and State Requirements)*

4. **General Manager's Report (May 2026) – E. Chavez**
   a. Financial Status – May 2026 – C. Girvan
   b. Introduction to Commission – Director of Finance Hailey Lamb
   c. DeBerry Room Audio Visual Upgrade (*Informational*) – L. Callahan

New Smyrna Beach ···UTILITIES···

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AGENDA**
REGULAR MEETING
NEW SMYRNA BEACH UTILITIES
TO BE HELD MONDAY, JUNE 22, 2026,
AT 9:00 A.M., 200 CANAL STREET,
DEBERRY ROOM, 3RD FL, NEW SMYRNA BEACH, FLORIDA

5. **Commission Counsel's Report – General Counsel**

6. **Old Business**
   a. ✓ Approval – Award RSQ No. 17-25 – Design Build Services for Subaqueous Cable Replacement Project (TB Landmark Construction) – J. Couillard *(NSBU, State, and Federal Requirements)*

7. **New Business**
   a. ✓ Approval – Consideration of NSBU's FY2027 Budget and Capital Improvements Plan FY2027-2036 – Proposed Resolution No. 2026-05 – C. Girvan and E. Chavez *(NSBU and State Requirements)*

   b. ✓ Approval – Schoolway Substation Transformer No. 2 Replacement Project – R. Mercado *(NSBU, State, and Federal Requirements)*

8. **Possible Other Business - Time for Commissioners**
   a. Re-Occurring Status Update – Western Complex Strategic Planning – Phase 1 – Commissioner Devine

✓A Check Mark Indicates Items Which Commission Approval Has Been Requested On This Agenda
Please Note -- Most Discussion Items Will Not Have Documentation, Will Be Listed On Agenda Only

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

CONSIDER THE ADOPTION OF THE MINUTES FROM THE CITY COMMISSION REGULAR MEETING HELD ON TUESDAY, MAY 26, 2026.

July 14, 2026

Background:

The City Commission a regular meeting on Tuesday, May 26, 2026. The attached minutes are submitted for the Commission's review and consideration of adoption.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

City Commission Regular Meeting May 26,2026 - Minutes.pdf

City Commission Regular Meeting
Tuesday, May 26, 2026, at 5:30 PM

MINUTES

1. OPENING OF MEETING

Having been duly advertised as required by law, the meeting of the City Commission of the City of New Smyrna Beach, Florida, was held on Tuesday, May 26, 2026, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Mayor Fred E. Cleveland called the meeting to order at 5:30 pm.

Present: Vice Mayor Jason McGuirk, Commissioner Brian Ashley, Commissioner Lisa Martin, and Commissioner Valli Perrine

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Luke McKinney gave the invocation. Vice Mayor Jason McGuirk led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

City Manager Cowper announced the removal of item 8B – temporary shell parking lot for property located 401 Flagler Avenue.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: Recognizing Juneteenth
A proclamation was presented recognizing Juneteenth.

4.B Proclamation: Recognizing May as Historic Preservation Month
A proclamation was presented recognizing May as Historic Preservation Month.

4.C Recognition: New Smyrna Beach Middle School Student of the Month
The City Commission recognized the New Smyrna Beach Middle School Student of the Month.

5. CITY MANAGER'S REPORT

5.A City Manager's Report

City Manager Cowper outlined a report.

6. PUBLIC PARTICIPATION

Cindi Flanagan, 2401 Saxon Drive, thanked the City for hosting the Memorial Day ceremony and commented on agenda item 8.A, the proposed Residential and Commercial Solid Waste and Yard Waste Collection and Disposal Services contract.

Richard Denton, 32 Oak Tree Drive, commented on the rise of the sea level, residents' solar panels, and New Smyrna Beach Utility Commission's reduction of the net refund for solar panels.

Joanne Prime, 2604 Unity Tree Drive, commented on solar panels and New Smyrna Beach Utility Commission's reduction to net usage for residential customers.

Virginia Callison, 519 Curlew Circle, represented the Century Woods Homeowners Association, referenced petition regarding 125 Halleck property. She requested this property to be deemed as wetlands.

Paul Everly, Fairgreen homeowner, spoke in favor of recycling in the city.

Ken Deforest, 1040 Old Magnolia Cove Drive, Apoka, Waste Pro, commented on the proposed FCC management contract and the differences between the proposals.

Susie Magendantz, 925 Clyde Morris Boulevard, Director of Government and Community Affairs for Waste Pro, commented on the Waste Pro contract for the City of New Smyrna Beach. She discussed Waste Pro’s history in New Smyrna Beach and its partnership with the community.

Chad Truxall, 520 Barracuda Boulevard, Executive Director of the Marine Discovery Center, commented on the solid waste management contract, Waste Pro’s community involvement, which includes the Marine Discovery Center oyster shell recycling.

Stephanie Ford, Southeast Volusia Chamber, 115 Canal Street, commented on the proposed changes to the solid waste contract.

Jennifer Marano, The Hub on Canal Street, 132 Canal Street, spoke in support of Waste Pro.

Chales Merkley, 6238 Yellowstone Drive, Port Orange, Vice President of FCC Environmental, introduced himself and staff and commented on the solid waste contract proposal.

Robbie Gibson-Minor, 2839 South Asciano Court, commented in support of Waste Pro and requested additional research.

Rufus Watley Jr. New Smyrna Beach business owner and resident since 1987, commented in support of Waste Pro.

Mike Swoboda, 2000 East Gateway Drive, President of the Rotary Club, Commented in support of Waste Pro.

Annette Taylor, 87 Cunningham Drive, former owner of Taylor Storage, advocated for appointment to the Planning and Zoning Board and noted that she was a chemical engineer.

Donna Moore McDonald, 508 North Peninsula Avenue, commented in support of Waste Pro.

Bobby Wirth, 304 Canal Street, spoke in support of Waste Pro. She commented on the need for a pedestrian stanchion added to the Live Oak and Canal Street intersection.

Kathleen Sullivan, 303 Rush Street, commented in support of Waste Pro.

Dr. Camesha Whittaker-Samuel, 1852 Forest Preserve Court, Port Orange, CEO Boys and Girls Club of Volusia Flagler County commented in support of Waste Pro and their community involvement.

Tom Reilly, 833 Sawgrass Lane, commented in support of recycling and the Google reviews of FCC Environmental Services.

Scott, address not provided, an employee of Waste Pro commented on service on south beach in New Smyrna Beach.

Aaron Denys, 15 Birdie Drive, commented in support of Waste Pro and commented on the community involvement.

Segre Sorese, 557 East 3rd Avenue, Mon Delice, commented in support of Waste Pro.

Gina Ferlan, 628 South Pine Street, commented in support of Waste Pro.

Patricia Blake Harris, 524 North Myrtle Avenue, commented on zone change for the property on Myrtle Avenue the proposed Spouts location and commented on the unsafe intersection.

Cynthia Sniezak, 512 Yupon Avenue, commented on hiring a consultant for the solid waste RFP and the process and the lack of the background information provided.

Jennifer Collins, 2133 Villa Way, spoke in support of recycling.

7. CONSENT AGENDA

7.A Consider the adoption of the minutes from the City Commission workshop and regular meeting held on Tuesday, May 12, 2026.

Commissioner Perrine moved to adopt the minutes from the City Commission workshop and regular meeting held on Tuesday, May 12, 2026. Commissioner Martin seconded the motion. The motion passed by unanimous vote.

7.B Resolution No. 11-26: Consider the adoption of a Resolution, which, if adopted, would establish the 2026 Canvassing Board.

Commissioner Perrine moved to adopt Resolution No. 11-26 which would establish the 2026 Canvassing Board. Commissioner Martin seconded the motion. The motion passed by unanimous vote.

7.C Consider the approval of an agreement for Fleet Maintenance Services with Volusia County.

Commissioner Perrine moved to approve an agreement for Fleet Maintenance Services with Volusia County. Commissioner Martin seconded the motion. The motion passed by unanimous vote.

7.D Consider the Approval to Award RFQ 12-26-ENG for Professional Engineering Services for Marine Applications.

Commissioner Perrine moved to approve to award RFQ 12-26-ENG for Professional Engineering Services for Marine Applications. Commissioner Martin seconded the motion. The motion passed by unanimous vote.

7.E Consider the Approval of Contract Renewals for Professional Engineering Services.

Commissioner Perrine moved to approve the contract renewals for Professional Engineering Services. Commissioner Martin seconded the motion. The motion passed by unanimous vote.

7.F Consider the Approval of Contract Renewals for Professional Architectural Services.

Commissioner Perrine moved to approve the contract renewals for Professional Architectural Services. Commissioner Martin seconded the motion. The motion passed by unanimous vote.

7.G Consider the approval of a letter of support to apply for a Community Development Block Grant (CDBG) opportunity with Volusia County for Babe James Community Center Improvements Phase I.

Commissioner Perrine moved to approve a letter of support to apply for a Community Development Block Grant (CDBG) opportunity with Volusia County for Babe James Community Center Improvements Phase I. Commissioner Martin seconded the motion. The motion passed by unanimous vote.

7.H Consider the approval of Request for Proposal and contract for remodel of Fire Station 52 Kitchen.

Commissioner Perrine moved to approve the Request for Proposal and contract for remodel of Fire Station 52 Kitchen. Commissioner Martin seconded the motion. The motion passed by unanimous vote.

7.I Special Event: Consider the approval of the Coastal Woods Neighborhood Continuous Food Truck Night, beginning June 3, 2026.

Commissioner Perrine moved to approve the Coastal Woods Neighborhood Continuous Food Truck Night, beginning June 3, 2026. Commissioner Martin seconded the motion. The motion passed by unanimous vote.

7.J Special Event: Consider the approval of the First Saturday on Canal Street Continuous Event, beginning June 6, 2026.

Commissioner Perrine moved to approve the First Saturday on Canal Street continuous event, beginning June 6, 2026. Commissioner Martin seconded the motion. The motion passed by unanimous vote.

7.K Special Event: Consider the approval of the Global Running Day - The Big Run Event to be held on Wednesday June 3, 2026.

Commissioner Perrine moved to approve the Global Running Day - The Big Run Event to be held on Wednesday June 3, 2026. Commissioner Martin seconded the motion. The motion passed by unanimous vote.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Consider the approval of a contract for Residential and Commercial Solid Waste and Yard Waste Collection and Disposal Services.

City Manager Cowper opened the discussion regarding Residential and Commercial Solid Waste and Yard Waste Collection and Disposal Services.

David Ray, Director of Public Works, outlined a PowerPoint presentation.

Motion:
Commissioner Ashley moved to authorize the City Manager to negotiate and execute a contract with FCC Environmental Services for Residential and Commercial Solid Waste and Yard Waste Collection and Disposal Services, including the Shuck and Shell Program with the Marine Discovery Center. Vice Mayor McGuirk seconded the motion. The motion passed by a 4-1 majority vote, with Mayor Cleveland voting no.

8.B Consider the approval to conduct a review and possible approval of a temporary shell parking lot for a period of two (2) years for a property located at 401 Flagler Avenue.

This item was removed from the agenda.

9. QUASI-JUDICIAL HEARINGS

9.A Consider the approval of a Special Exception at 1313 North Dixie Freeway, to allow an expansion of existing operations of an automobile sales facility in the B-3 Highway Service Business District at Park Avenue Motors.

A quasi-judicial hearing was conducted to consider the approval of Special Exception at 1313 North Dixie Freeway.

Stephanie Doster, Planning Department, outlined a PowerPoint presentation.

Mickey Mansfield, contractor, explained his plans for the property.

Mayor Cleveland opened the public participation.

As no citizen wished to speak, Mayor Cleveland closed the public participation.

Motion:
Commissioner Martin moved to approve the Special Exception at 1313 North Dixie Freeway, to allow an expansion of existing operations of an automobile sales facility in the B-3 Highway Service Business District at Park Avenue Motors. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

10. PUBLIC HEARINGS

10.A Ordinance No. 25-26: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would amend Land Development Regulations Section 504.02 (Zoning Districts), Section 505.05 (Nonconforming Uses and Structures), and Section 201.00 (General Definitions) that define average daily users, establish use neutral standards including setback requirements and allow the reconstruction of severely damaged nonconforming buildings of special exceptions or conditional uses.

A Public Hearing was conducted for Ordinance No. 25.26.

City Attorney Avallone read Ordinance No. 25-26 for the second time by title only.

Shane Corbin outlined a PowerPoint presentation.

Mayor Cleveland opened public participation.

Cindy Sniezak, 512 Yupon Avenue, commented on the process and asked whether the church trac considered mixed-use or industrial. She also asked about special accommodation for rebuilding if the property was damaged.

Jessica Gow, Cobb Cole One Daytona Law Firm, thanked staff for their work on the ordinance and commented that decisions should be based on facts and science.

Mayor Cleveland closed public participation.

Motion:
Vice Mayor McGuirk moved to adopt Ordinance No. 25-26, which would amend Land Development Regulations Section 504.02 (Zoning Districts), Section 505.05 (Nonconforming Uses and Structures), and Section 201.00 (General Definitions) that define average daily users, establish use neutral standards including setback requirements and allow the reconstruction of severely damaged nonconforming buildings of special exceptions or conditional uses. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

10.B Ordinance No. 26-26: Conduct a First Reading and Public Hearing of an Ordinance, which, if adopted, upon Second Reading and Public Hearing would amendment section 504.02 of the Land Development Regulations adding parking lots as a permitted use.

A Public Hearing was conducted for Ordinance No. 26-26.

City Attorney Avallone read Ordinance No. 26-26 for the first time by title only. She stated that the Second Reading and Public Hearing was scheduled for Tuesday, July 14, 2026.

Stephanie Doster, Planning Manager, outlined a PowerPoint presentation.

Mayor Cleveland opened public participation.

As no citizen wished to speak, Mayor Cleveland closed public participation.

Motion:
Commissioner Perrine moved to adopt Ordinance No. 26-26 on the First Reading and Public Hearing of an Ordinance, which, if adopted, upon Second Reading and Public Hearing would amendment section 504.02 of the Land Development Regulations adding parking lots as a permitted use. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

10.C Ordinance No. 27-26: Conduct a Second Reading and Public Hearing, an Ordinance, which, if adopted, would amend sections 803.03, 803.05, and 804.03 of the Land Development Regulations.

A Public Hearing was conducted for Ordinance No. 27-26.

City Attorney Avallone read Ordinance No. 27-26 for the second time by title only.

Shane Corbin outlined a PowerPoint presentation.

Mayor Cleveland opened public participation.

As no citizen wished to speak, Mayor Cleveland closed public participation.

Motion:
Commissioner Perrine moved to adopt Ordinance No. 27-26 Ordinance, which would amend sections 803.03, 803.05, and 804.03 of the Land Development Regulations. Commissioner Ashley seconded the motion. The motion passed by unanimous vote.

10.D Ordinance No. 28-26: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would amend section 305.05 of the Land Development Regulations.

A Public Hearing was conducted for Ordinance No. 28-26.

City Attorney Avallone read Ordinance No. 28-26 for the second time by title only.

Shane Corbin outlined a PowerPoint presentation.

Mayor Cleveland opened public participation.

As no citizen wished to speak, Mayor Cleveland closed public participation.

Motion:
Commissioner Perrine moved to adopt Ordinance No. 28-26 Ordinance, which would amend section 305.05 of the Land Development Regulations. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

11. ORDINANCES FIRST READINGS

11.A Ordinance No. 29-26: Conduct a First Reading of an Ordinance, which, if adopted, upon the Second Reading and Public Hearing, would amend section 604.051 of the Land Development Regulations.

City Attorney Avallone read Ordinance No. 29-26 for the first time by title only. She announced that Second Reading and Public Hearing was scheduled for Tuesday, July 14, 2026.

11.B Ordinance No. 30-26: Conduct a First Reading of an Ordinance, which, if adopted, upon Second Reading and Public Hearing would amend sections Chapter 78, Traffic and Parking, Article II Parking.

City Attorney Avallone read Ordinance No. 30-26 for the first time by title only. She announced that Second Reading and Public Hearing was scheduled for Tuesday, July 14, 2026.

12. BOARDS AND COMMISSIONS

12.A Appointment: Consider the appointment of one (1) citizen to serve on the Planning and Zoning Board. The Planning and Zoning Board has one (1) vacancy due to resignation.

Annette Taylor was appointed to the Planning and Zoning Board to fill an unexpired term ending November 1, 2028.

12.B Appointment: Consider the appointment of one (1) citizen to serve on the Historic Preservation Commission. The Commission has one member whose terms is expiring and is eligible for reappointment.

Aniju Varughese was appointed to serve on the Historic Preservation Commission for a term set to expire on May 15, 2029.

12.C Board Vacancy Notice: Airport Advisory Board

13. MAYOR AND COMMISSIONER COMMENTS

Commissioner Martin commented on an awards ceremony at Read-Pattillo Elementary School, an educational recycling video, and requested consensus to prepare an ordinance regarding data centers.

Commissioner Perrine remarked on the Memorial Day service and thanked the Mayor for hosting the event.

Vice Mayor McGuirk commented on the Memorial Day and Veterans Day events and a stop sign at a pedestrian crosswalk.

Mayor Cleveland addressed the delay involving the solid waste proposal, thanked Vice Mayor McGuirk for serving in his absence, and commented on the Jack Bolt enshrinement in Pensacola and the Memorial Day event at the Brannon Center.

14. CITY CLERK'S REPORT

City Clerk Taylor-Harding provided an update regarding voter registration.

15. CITY ATTORNEY'S REPORT

16. ADJOURNMENT

As there was no further business to discuss, Mayor Cleveland adjourned the meeting at 9:03 PM.

THE CITY OF NEW SMYRNA BEACH - ENGINEERING

RESOLUTION NO. 12-26: CONSIDER THE ADOPTION OF A RESOLUTION WHICH IF ADOPTED WOULD APPROVE A FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT (FDEM) HAZARD MITIGATION GRANT PROGRAM - ELEVATE ONE HOME 2950 SUNSET DRIVE.

July 14, 2026

Background:

The City as a qualified grant sub-recipient of the Hazard Mitigation Grant Program (HMGP) applied for HMGP funding associated with damage from Hurricane Idalia. The City received a grant award to support mitigation efforts which requires approval of the subject Resolution. As a result of the property owner at 2950 Sunset Drive being subject to repetitive inundation and structural flooding, the property was placed on an initiative to the State through the Local Mitigation Strategy committee and found eligible (i.e. Benefit-Cost analysis was approved by the Division of Emergency Management). The property and the structure which is in the floodplain and does not meet current building code regulations is located on Turnbull Bay and will inevitably flood again qualifying the property for grant funding. The current owners understand the risks and are willing to proceed with their contribution to modify the home reducing the risk from future flooding.

Findings:

Based on staff's knowledge of the area and the property owner's commitment to participate throughout the process, approval of the sub-recipient agreement is recommended.

Fiscal Analysis:

The total project cost, not to exceed $547,158.50, will be fully funded through a combination of Hazard Mitigation Grant Program (HMGP) funding (75%) and contributions from the participating property owner (25%). A future budget amendment will be presented to recognize the grant revenue and homeowner contributions and to appropriate the related expenditures within Fund 117 – Hazard Mitigation Home Fund for the structure elevation project.

Strategic Plan Item:

No

Staff Report Created By: Kyle Fegley - City Engineer

Attachments:

4734-032-R_ForSubrecipientSignature(04-21-26).pdf
Res 12-26 Elevation of 2950 Sunset Dr.pdf

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of New Smyrna Beach
PROJECT #:	4734-032-R
PROJECT TITLE:	City of New Smyrna Beach, Sunset Drive, Elevation
CONTRACT #:	H1303
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)
Kyle Fegley City Engineer 210 Sams Avenue New Smyrna Beah, Florida 32168

Enclosed is your copy of the proposed contract/modification between **City of New Smyrna Beach** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy by Official Representative
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment M – Foreign County of Concern Affivadit completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (469) 965-0243 or email me at Cody.Russell@yagroup.com.

Agreement Number: **H1303**

Project Number: **4734-032-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1 , "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of New Smyrna Beach
Sub-Recipient's unique entity identifier (UEI/FEIN):	PK4MA4NU92L5 / 596000387
Federal Award Identification Number (FAIN):	FEMA-DR-4734-FL
Federal Award Date:	March 9, 2026
Subaward Period of Performance Start and End Date:	March 26, 2024 – September 30, 2029
Amount of Federal Funds Obligated by this Agreement:	$547,158.50
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$547,158.50
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$547,158.50
Federal award project description (see FFATA):	Elevation
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Cody.Russell@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of New Smyrna Beach, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Cody Russell
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 469-965-0243
Email: Cody.Russell@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Kyle Fegley
   City Engineer
   210 Sams Avenue
   New Smyrna Beach, Florida 32168
   Telephone: 386-410-2811
   Email: kfegley@cityofnsb.com

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on March 26, 2024, and shall end on September 30, 2029, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement (“Budget and Scope of Work”).

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$547,158.50**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, 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 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.

ii. 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 Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. 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.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

a. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

b. The Subrecipient acknowledges that compliance with this Section (26) is **material** to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. 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.

ii. 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.

iii. 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.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. 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.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> 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).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

> i. 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, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. 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 Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. 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.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> 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.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. 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;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. 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

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF NEW SMYRNA BEACH

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$547,158.50**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Elevation of flood prone structures
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to elevate one single-family residence in New Smyrna Beach, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4734-032-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of New Smyrna Beach, agrees to administer and complete the project per the application submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide flood protection to 2950 Sunset Drive, New Smyrna Beach, Florida 32168.

The scope of work of the proposed project shall elevate the existing structure a minimum of two (2.0) feet above the Base Flood Elevation (BFE) or the highest known flood level, whichever is higher, plus three feet to account for sea level rise. The property is a split-level wood frame structure built in 1987 on piers with a total living area of 2,876 square feet. The structure is located within the AE Flood Zone with a current Lowest Floor Elevation (LFE) of 1.8 feet NAVD88 and a Base Flood Elevation (BFE) of 6 feet NAVD88 in accordance with FEMA Elevation Certificate and the effective Flood Insurance Rate Map (FIRM), respectively. This residential property is prone to flooding during hurricanes and has experienced extensive structural flooding. This susceptibility is attributed to its location within the Special Flood Hazard Area (SFHA) and close proximity to the Turnbull Bay in East Volusia County.

The scope of work for this elevation project shall involve building and site preparation, along with the disconnection of utilities. The existing structure shall be raised on a new open foundation system based on pilings to the proposed Design Floor Elevation (DFE) of 11.8 feet (NAVD88). The contractor shall tunnel underneath the structure, install beams, cribbing and hydraulic jacks for raising the structure, and raise the structure to the required height by utilizing a unified hydraulic jacking machine and shore up. Appropriate means of ingress and egress shall be constructed to access the elevated living spaces. The City of New Smyrna Beach also proposes to install a medically required ADA-compliant access consisting of a lift platform. All utilities shall be reconnected, and service equipment shall be elevated to the required height. The proposed project intends to reduce or eliminate future flood damage to this low-lying property and protect the residents from imminent risk.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Location:

ID#	Location	Coordinates
1)	2950 Sunset Drive, New Smyrna Beach, Florida 32168	(29.070300, -80.963720)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per conceptual designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

   The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

   The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

   Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

   The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to provide flood protection.

   The project shall be implemented in accordance with conceptual designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

   The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Local Building Official Building Permit.

b) A Copy of the Certificate of Occupancy or copy of the Local Building Official Inspection Report and Final Approval, as applicable.

    1. Certifying that the structure is code-compliant.

c) A Copy of the Elevation Certificate before mitigation, if available.

d) A Copy of the Final Elevation Certificate (FEMA Form ff-206-fy-22-152), after mitigation – ensuring the structure has been elevated to the proper elevation.

e) All Product Specification / Data Sheets (technical standards) satisfying protective requirements on all products utilized.

f) Signed notices from the affected property owner in the Special Flood Hazard Area (SFHA) that the Sub-Recipient shall record a Deed Notice applicable to their property, as described in section (h), below, and that they shall maintain flood insurance.

g) Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.

h) Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

    "This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance."

i) Copy of floodplain permit and verification of compliance; if no permit was needed, a letter stating "No Permit Required" from the local floodplain administrator obtained prior to project commencement.

j) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete

prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, conceptual designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of elevation of a single-family residence located on Sunset Drive, New Smyrna Beach, Florida 32168, to include building and site preparation, along with the disconnection and reconnection of utilities.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), NFIP standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and a copy of the Certificate of Occupancy or any local official Inspection Report and/or Final Approval, as applicable.

3) The Sub-Recipient shall provide a copy of the Elevation Certificate prepared before mitigation, if available.

4) The Sub-Recipient shall submit a copy of the Elevation Certificate prepared after mitigation, showing the Base Flood Elevation and the elevation of all components.

5) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.

6) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.

7) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground-disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

4) The Sub-Recipient must obtain a floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

8) A copy of the recorded deed amendment for each property as required by HMA Guidance.

9) For structures located in the Special Flood Hazard Area (SFHA), the Sub-Recipient shall verify if the proposed project triggers a substantial improvement and confirm that the project will be in compliance with the current local floodplain management ordinance.

10) For structures that remain in the SFHA after implementation, flood insurance must be maintained for the life of the structure to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular properties.

    Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

    "This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance."

11) Prior to project commencement, the Sub-Recipient must identify the source and location of fill material and provide this information to the Division and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer shall be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required prior to project commencement AND for project closeout.

12) The Sub-Recipient must obtain a floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

13) A certificate of occupancy and the final Elevation Certificate (FEMA Form - Elevation Certificate -ff-206-fy-22-152) for each structure on the project to certify the structure is code compliant and was elevated to the required elevation.

14) A copy of the recorded deed for each property, including structure elevation project deed requirements for property maintenance and flood insurance requirements.

15) A signed Acknowledgement of Conditions for Properties Using FEMA Hazard Mitigation Assistance form for each structure.

16) A certification from a building official or licensed design professional verifying that the structure was designed and constructed to the minimum standard of the two most recently published editions of the International Codes, even in locations where no code has been adopted.

17) Front, rear and side photographs of the final structure(s), including the date of the photograph, property address, latitude/longitude to the nearest sixth decimal place and the source of the photograph.

18) Verification of flood insurance policy for each structure.

19) Closeout of structural elevation project, the Sub-Recipient shall provide:

    a) Updated property information for each location.

    b) A Certificate of Occupancy, certifying that each structure is code-compliant.

    c) A Final Elevation Certificate (FEMA Form FF-206-FY-22-152) for each structure to ensure the structure has been elevated to the proper elevation.

20) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

21) Special Conditions required on implementation of project:

    a) **EO 11988 CONDITION:** The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Executive Order 11988 – Floodplains **Monitoring Required: No**

22) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

    a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

    b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

    c) SRMC cannot exceed 5% of the total project costs awarded.

    d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

    e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

    f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4734-032-R.** It is funded under HMGP, FEMA-4734-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4734.

FEMA awarded this project on March 9, 2026; the Period of Performance for this project shall end on **September 30, 2029.**

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	6	Months
Construction / Installation:	18	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	**42**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$325,408.00	$244,056.00	$81,352.00
Labor:	$301,652.00	$226,239.00	$75,413.00
Fees:	$56,898.00	$42,673.50	$14,224.50
Initial Agreement Amount:	**$683,958.00**	**$512,968.50**	**$170,989.50**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$683,958.00**	**$512,968.50**	**$170,989.50**
****SRMC**			
SRMC:	$8,840.00	$8,840.00	
SRMC-Pre-Award:	$25,350.00	$25,350.00	
SRMC Total:	**$34,190.00**	**$34,190.00**	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated $0.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

****** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $34,190.00 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

*This project has a **SRMC Pre-Award,** approved by FEMA in the amount of $25,350.00, with a start date of **March 26, 2024**.*

ID#	Address	Budget per address	Federal Share
1)	2950 Sunset Drive, New Smyrna Beach, Florida 32168	$683,958.00	$512,968.50

Funding Summary Totals

Federal Share:	$512,968.50	(75.00%)
Non-Federal Share:	$170,989.50	(25.00%)
Total Project Cost:	**$683,958.00**	**(100.00%)**
SRMC (100% Federal)	$34,190.00	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); and EO 11990 (Wetlands).

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present

c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with 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 (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of New Smyrna Beach

REMIT ADDRESS: 210 Sams Avenue

CITY: New Smyrna Beach STATE: Florida ZIP CODE: 32168

PROJECT TYPE: Elevation PROJECT #: 4734-032-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1303

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75.00%	Obligated Local Non-Federal 25.00%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
DIVISION DIRECTOR

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of New Smyrna Beach PAYMENT #:

PROJECT TYPE: Elevation PROJECT #: 4734-032-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1303

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents % completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF NEW SMYRNA BEACH

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of New Smyrna Beach **PROJECT #:** 4734-032-R

PROJECT TYPE: Elevation **CONTRACT #:** H1303

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:**

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: Contract Expiration Date:
Date Deliverables Submitted: Closeout Requested Date:

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC):

Signature: Phone:

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:*

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: *Reviewer:* *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of New Smyrna Beach
Sub-Recipient's Name

H1303
DEM Contract Number

4734-032-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4734-032-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 547,158.50

OBLIGATION/ACTION DATE: March 9, 2026

SUBAWARD DATE (if applicable):

UEID/SAM#: PK4MA4NU92L5

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide flood protection to 2950 Sunset Drive, New Smyrna Beach, Florida 32168.

The scope of work of the proposed project shall elevate the existing structure a minimum of two (2.0) feet above the Base Flood Elevation (BFE) or the highest known flood level, whichever is higher, plus three feet to account for sea level rise. The property is a split-level wood frame structure built in 1987 on piers with a total living area of 2,876 square feet. The structure is located within the AE Flood Zone with a current Lowest Floor Elevation (LFE) of 1.8 feet NAVD88 and a Base Flood Elevation (BFE) of 6 feet NAVD88 in accordance with FEMA Elevation Certificate and the effective Flood Insurance Rate Map (FIRM), respectively. This residential property is prone to flooding during hurricanes and has experienced extensive structural flooding. This susceptibility is attributed to its location within the Special Flood Hazard Area (SFHA) and close proximity to the Turnbull Bay in East Volusia County.

The scope of work for this elevation project shall involve building and site preparation, along with the disconnection of utilities. The existing structure shall be raised on a new open foundation system based on pilings to the proposed Design Floor Elevation (DFE) of 11.8 feet (NAVD88). The contractor shall tunnel underneath the structure, install beams, cribbing and hydraulic jacks for raising the structure, and raise the structure to the required height by utilizing a unified hydraulic jacking machine and shore up. Appropriate means of ingress and egress shall be constructed to access the elevated living spaces. The City of New Smyrna Beach also proposes to install a medically required ADA-compliant access consisting of a lift platform. All utilities shall be reconnected, and service equipment shall be elevated to the required height. The proposed project intends to reduce or eliminate future flood damage to this low-lying property and protect the residents from imminent risk.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Location:

ID#	Location	Coordinates
1)	2950 Sunset Drive, New Smyrna Beach, Florida 32168	(29.070300, -80.963720)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) 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)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

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

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

(C) Equal Employment Opportunity. 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. Part 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 FR 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."

(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 C.F.R. 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 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 Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

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.

(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 C.F.R. 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient 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 Sub-recipient 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 the awarding agency.

(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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more 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.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

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 Sub-Recipient or subcontractor, _____, 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 Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- 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 included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

RESOLUTION NO. 12-26

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE APPROVAL OF THE FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND THE CITY OF NEW SMYRNA PROJECT NUMBER 4734-032-R FOR THE ELEVATION OF ONE SINGLE-FAMILY HOME; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Division of Emergency Management and the City of New Smyrna Beach desire to enter into the Federally-Funded Subaward and Grant Agreement Project Number 4734-032-R for the elevation of one single-family home located at 2950 Sunset Drive; and

WHEREAS, the State of Florida Division of Emergency Management has requested the City of New Smyrna Beach to execute and deliver the Federally-Funded Subaward and Grant Agreement for the aforementioned project, Project Number 4734-032-R.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Authorization.*** That the City Commission hereby authorizes the Mayor to make, execute, and deliver to the State of Florida Division of Emergency Management the Federally-Funded Subaward and Grant Agreement for the aforementioned project, Project Number 4734-032-R, which is more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 2: ***Conflicting Resolutions.*** That all other resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 3: ***Effective Date.*** That this resolution shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 6/24/2026

EXHIBIT "A"

Agreement Number: H1303

Project Number: 4734-032-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1 , "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of New Smyrna Beach
Sub-Recipient's unique entity identifier (UEI/FEIN):	PK4MA4NU92L5 / 596000387
Federal Award Identification Number (FAIN):	FEMA-DR-4734-FL
Federal Award Date:	March 9, 2026
Subaward Period of Performance Start and End Date:	March 26, 2024 – September 30, 2029
Amount of Federal Funds Obligated by this Agreement:	$547,158.50
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$547,158.50
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$547,158.50
Federal award project description (see FFATA):	Elevation
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Cody.Russell@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of New Smyrna Beach, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Cody Russell
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 469-965-0243
Email: Cody.Russell@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Kyle Fegley
   City Engineer
   210 Sams Avenue
   New Smyrna Beach, Florida 32168
   Telephone: 386-410-2811
   Email: kfegley@cityofnsb.com

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on March 26, 2024, and shall end on September 30, 2029, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$547,158.50**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, 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 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.

ii. 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 Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. 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.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

a. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

b. The Subrecipient acknowledges that compliance with this Section (26) is **material** to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. 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.

ii. 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.

iii. 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.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. 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.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> 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).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

> i. 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, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. 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 Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. 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.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> 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.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. 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;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. 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

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF NEW SMYRNA BEACH

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$547,158.50**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Elevation of flood prone structures
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to elevate one single-family residence in New Smyrna Beach, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4734-032-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of New Smyrna Beach, agrees to administer and complete the project per the application submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide flood protection to 2950 Sunset Drive, New Smyrna Beach, Florida 32168.

The scope of work of the proposed project shall elevate the existing structure a minimum of two (2.0) feet above the Base Flood Elevation (BFE) or the highest known flood level, whichever is higher, plus three feet to account for sea level rise. The property is a split-level wood frame structure built in 1987 on piers with a total living area of 2,876 square feet. The structure is located within the AE Flood Zone with a current Lowest Floor Elevation (LFE) of 1.8 feet NAVD88 and a Base Flood Elevation (BFE) of 6 feet NAVD88 in accordance with FEMA Elevation Certificate and the effective Flood Insurance Rate Map (FIRM), respectively. This residential property is prone to flooding during hurricanes and has experienced extensive structural flooding. This susceptibility is attributed to its location within the Special Flood Hazard Area (SFHA) and close proximity to the Turnbull Bay in East Volusia County.

The scope of work for this elevation project shall involve building and site preparation, along with the disconnection of utilities. The existing structure shall be raised on a new open foundation system based on pilings to the proposed Design Floor Elevation (DFE) of 11.8 feet (NAVD88). The contractor shall tunnel underneath the structure, install beams, cribbing and hydraulic jacks for raising the structure, and raise the structure to the required height by utilizing a unified hydraulic jacking machine and shore up. Appropriate means of ingress and egress shall be constructed to access the elevated living spaces. The City of New Smyrna Beach also proposes to install a medically required ADA-compliant access consisting of a lift platform. All utilities shall be reconnected, and service equipment shall be elevated to the required height. The proposed project intends to reduce or eliminate future flood damage to this low-lying property and protect the residents from imminent risk.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Location:

ID#	Location	Coordinates
1)	2950 Sunset Drive, New Smyrna Beach, Florida 32168	(29.070300, -80.963720)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per conceptual designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

   The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

   The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

   Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

   The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to provide flood protection.

   The project shall be implemented in accordance with conceptual designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

   The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Local Building Official Building Permit.

b) A Copy of the Certificate of Occupancy or copy of the Local Building Official Inspection Report and Final Approval, as applicable.

   1. Certifying that the structure is code-compliant.

c) A Copy of the Elevation Certificate before mitigation, if available.

d) A Copy of the Final Elevation Certificate (FEMA Form ff-206-fy-22-152), after mitigation – ensuring the structure has been elevated to the proper elevation.

e) All Product Specification / Data Sheets (technical standards) satisfying protective requirements on all products utilized.

f) Signed notices from the affected property owner in the Special Flood Hazard Area (SFHA) that the Sub-Recipient shall record a Deed Notice applicable to their property, as described in section (h), below, and that they shall maintain flood insurance.

g) Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.

h) Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

   "This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance."

i) Copy of floodplain permit and verification of compliance; if no permit was needed, a letter stating "No Permit Required" from the local floodplain administrator obtained prior to project commencement.

j) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete

prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, conceptual designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of elevation of a single-family residence located on Sunset Drive, New Smyrna Beach, Florida 32168, to include building and site preparation, along with the disconnection and reconnection of utilities.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), NFIP standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and a copy of the Certificate of Occupancy or any local official Inspection Report and/or Final Approval, as applicable.

3) The Sub-Recipient shall provide a copy of the Elevation Certificate prepared before mitigation, if available.

4) The Sub-Recipient shall submit a copy of the Elevation Certificate prepared after mitigation, showing the Base Flood Elevation and the elevation of all components.

5) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.

6) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.

7) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground-disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

4) The Sub-Recipient must obtain a floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

8) A copy of the recorded deed amendment for each property as required by HMA Guidance.

9) For structures located in the Special Flood Hazard Area (SFHA), the Sub-Recipient shall verify if the proposed project triggers a substantial improvement and confirm that the project will be in compliance with the current local floodplain management ordinance.

10) For structures that remain in the SFHA after implementation, flood insurance must be maintained for the life of the structure to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular properties.

    Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

    "This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance."

11) Prior to project commencement, the Sub-Recipient must identify the source and location of fill material and provide this information to the Division and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer shall be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required prior to project commencement AND for project closeout.

12) The Sub-Recipient must obtain a floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

13) A certificate of occupancy and the final Elevation Certificate (FEMA Form - Elevation Certificate -ff-206-fy-22-152) for each structure on the project to certify the structure is code compliant and was elevated to the required elevation.

14) A copy of the recorded deed for each property, including structure elevation project deed requirements for property maintenance and flood insurance requirements.

15) A signed Acknowledgement of Conditions for Properties Using FEMA Hazard Mitigation Assistance form for each structure.

16) A certification from a building official or licensed design professional verifying that the structure was designed and constructed to the minimum standard of the two most recently published editions of the International Codes, even in locations where no code has been adopted.

17) Front, rear and side photographs of the final structure(s), including the date of the photograph, property address, latitude/longitude to the nearest sixth decimal place and the source of the photograph.

18) Verification of flood insurance policy for each structure.

19) Closeout of structural elevation project, the Sub-Recipient shall provide:

    a) Updated property information for each location.

    b) A Certificate of Occupancy, certifying that each structure is code-compliant.

    c) A Final Elevation Certificate (FEMA Form FF-206-FY-22-152) for each structure to ensure the structure has been elevated to the proper elevation.

20) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

21) Special Conditions required on implementation of project:

    a) **EO 11988 CONDITION:** The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Executive Order 11988 – Floodplains **Monitoring Required: No**

22) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

    a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

    b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

    c) SRMC cannot exceed 5% of the total project costs awarded.

    d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

    e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

    f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4734-032-R.** It is funded under HMGP, FEMA-4734-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4734.

FEMA awarded this project on March 9, 2026; the Period of Performance for this project shall end on **September 30, 2029.**

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	6	Months
Construction / Installation:	18	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	**42**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$325,408.00	$244,056.00	$81,352.00
Labor:	$301,652.00	$226,239.00	$75,413.00
Fees:	$56,898.00	$42,673.50	$14,224.50
Initial Agreement Amount:	**$683,958.00**	**$512,968.50**	**$170,989.50**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$683,958.00**	**$512,968.50**	**$170,989.50**
****SRMC**			
SRMC:	$8,840.00	$8,840.00	
SRMC-Pre-Award:	$25,350.00	$25,350.00	
SRMC Total:	**$34,190.00**	**$34,190.00**	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** This project has an estimated $0.00 in contingency funds.** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

*** ***Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $34,190.00 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

*This project has a **SRMC Pre-Award,** approved by FEMA in the amount of $25,350.00, with a start date of **March 26, 2024.***

ID#	Address	Budget per address	Federal Share
1)	2950 Sunset Drive, New Smyrna Beach, Florida 32168	$683,958.00	$512,968.50

Funding Summary Totals

Federal Share:	$512,968.50	(75.00%)
Non-Federal Share:	$170,989.50	(25.00%)
Total Project Cost:	**$683,958.00**	**(100.00%)**
SRMC (100% Federal)	$34,190.00	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages,of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); and EO 11990 (Wetlands).

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present

c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with 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 (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of New Smyrna Beach

REMIT ADDRESS: 210 Sams Avenue

CITY: New Smyrna Beach STATE: Florida ZIP CODE: 32168

PROJECT TYPE: Elevation PROJECT #: 4734-032-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1303

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75.00%	Obligated Local Non-Federal 25.00%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT $ _____ DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of New Smyrna Beach PAYMENT #:

PROJECT TYPE: Elevation PROJECT #: 4734-032-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1303

	REF NO[2]	DATE[3]	DOCUMENTATION[4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents			***% completion of the project.***	***TOTAL***	

[2] *Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)*
[3] *Date of delivery of articles, completion of work or performance services. (per document)*
[4] *List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.*

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF NEW SMYRNA BEACH

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED** Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20___-20___ Anticipated Expenditures for First Three Months of Contract
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of New Smyrna Beach **PROJECT #:** 4734-032-R

PROJECT TYPE: Elevation **CONTRACT #:** H1303

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $ _____

Target Dates (State Agreement):
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No *(If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:* _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: _____ *Reviewer:* _____ *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of New Smyrna Beach
Sub-Recipient's Name

H1303
DEM Contract Number

4734-032-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4734-032-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 547,158.50

OBLIGATION/ACTION DATE: March 9, 2026

SUBAWARD DATE (if applicable):

UEID/SAM#: PK4MA4NU92L5

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide flood protection to 2950 Sunset Drive, New Smyrna Beach, Florida 32168.

The scope of work of the proposed project shall elevate the existing structure a minimum of two (2.0) feet above the Base Flood Elevation (BFE) or the highest known flood level, whichever is higher, plus three feet to account for sea level rise. The property is a split-level wood frame structure built in 1987 on piers with a total living area of 2,876 square feet. The structure is located within the AE Flood Zone with a current Lowest Floor Elevation (LFE) of 1.8 feet NAVD88 and a Base Flood Elevation (BFE) of 6 feet NAVD88 in accordance with FEMA Elevation Certificate and the effective Flood Insurance Rate Map (FIRM), respectively. This residential property is prone to flooding during hurricanes and has experienced extensive structural flooding. This susceptibility is attributed to its location within the Special Flood Hazard Area (SFHA) and close proximity to the Turnbull Bay in East Volusia County.

The scope of work for this elevation project shall involve building and site preparation, along with the disconnection of utilities. The existing structure shall be raised on a new open foundation system based on pilings to the proposed Design Floor Elevation (DFE) of 11.8 feet (NAVD88). The contractor shall tunnel underneath the structure, install beams, cribbing and hydraulic jacks for raising the structure, and raise the structure to the required height by utilizing a unified hydraulic jacking machine and shore up. Appropriate means of ingress and egress shall be constructed to access the elevated living spaces. The City of New Smyrna Beach also proposes to install a medically required ADA-compliant access consisting of a lift platform. All utilities shall be reconnected, and service equipment shall be elevated to the required height. The proposed project intends to reduce or eliminate future flood damage to this low-lying property and protect the residents from imminent risk.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Location:

ID#	Location	Coordinates
1)	2950 Sunset Drive, New Smyrna Beach, Florida 32168	(29.070300, -80.963720)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) 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)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

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

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

(C) Equal Employment Opportunity. 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. Part 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 FR 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."

(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 C.F.R. 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 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 Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

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.

(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 C.F.R. 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient 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 Sub-recipient 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 the awarding agency.

(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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more 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.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

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 Sub-Recipient or subcontractor, _____, 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 Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- 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 included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

THE CITY OF NEW SMYRNA BEACH - ENGINEERING

RESOLUTION NO. 13-26: CONSIDER THE ADOPTION OF A RESOLUTION WHICH IF ADOPTED WOULD APPROVE A FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT (FDEM) HAZARD MITIGATION GRANT PROGRAM - HMGP GRANT AGREEMENT - ELEVATE SIX HOMES

July 14, 2026

Background:

Following Hurricane Ian in 2022, many property owners reached out to the City for assistance to address repetitive flooding. Six (6) such properties were found cost effective and submitted as initiatives to the Florida Division of Emergency Management (FDEM) through the countywide Local Mitigation Strategy selection process. FDEM and FEMA thoroughly review the applications for technical, programmatic and environmental concerns and found all six properties were justified for 75% federal cost participation. The remaining 25% project costs are borne by the individual property owners. The City being the sub-recipient of the grant funds is required to enter into the agreement. While the City has no fiscal responsibility, the grant is reimbursable at the completion of construction so funds must be advanced. The overall project amount is estimated at $2,233,556 which does not include temporary living expenses or project management costs that are 100% reimbursed as well.

Findings:

The property owners understand their monetary commitment (i.e. 25% of the construction cost for their particular home.), longevity and hardships associated with the project and are dedicated as residents to move forward and elevate their home to be above the 100-year flood elevation and the fears of flooding with lesser rain events and high tide conditions.

As such staff recommends City Commission move forward with approving the sub-recipient agreement for this project. The total federal contribution amount within agreement H1383 for project is $1,765,467 which includes a contingency amount ($79,767) and SRMC costs ($90,300) in addition to the estimated construction cost ($1,595,400).

Fiscal Analysis:

No fiscal impact.

Strategic Plan Item:

No

Staff Report Created By: Kyle Fegley - City Engineer

Attachments:

4673-134-R_For_Sub-Recipient_Signature(04-10-26).pdf
Res 13-26 Elevation of Six Homes.pdf

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of New Smyrna Beach
PROJECT #:	4673-134-R
PROJECT TITLE:	City of New Smyrna Beach, Citywide Residential Elevation #1, Elevation
HMGP CONTRACT #:	H1383
SM CONTRACT #: (if applicable)	
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)
Kyle Fegley City Engineer 210 Sams Avenue New Smyrna Beach, FL 32168

Enclosed is your copy of the proposed contract(s)/modification(s) between **City of New Smyrna Beach** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
☐	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment M – Foreign County of Concern Affidavit completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 290-2511 or email me at **Nicole.rowe@yagroup.com**.

Agreement Number: **H1383**

Project Number: **4673-134-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1 , "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of New Smyrna Beach
Sub-Recipient's unique entity identifier (UEI/FEIN):	PK4MA4NU92L5 / 596000387
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	March 09, 2026
Subaward Period of Performance Start and End Date:	June 29, 2023 – May 31, 2028
Amount of Federal Funds Obligated by this Agreement:	$1,685,700.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$1,765,467.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$1,765,467.00
Federal award project description (see FFATA):	Elevation
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Nicole.Rowe@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of New Smyrna Beach, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Nicole Rowe
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-290-2511
Email: Nicole.Rowe@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Kyle Fegley
   City Engineer
   210 Sams Avenue
   New Smyrna Beach, FL 32168
   Telephone: 386-410-2811
   Email: kfegley@cityofnsb.com

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on June 29, 2023 and shall end on May 31, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement (“Budget and Scope of Work”).

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$1,685,700.00**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. “Except in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, 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 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.

ii. 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 Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. 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.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

a. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

b. The Subrecipient acknowledges that compliance with this Section (26) is **material** to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. 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.

ii. 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.

iii. 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.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. 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.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> 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).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

> i. 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, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. 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 Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. 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.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> 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.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. 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;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. 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

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF NEW SMYRNA BEACH

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$1,685,700.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Elevation of flood prone structures
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to elevate six (6) single-family residences in New Smyrna Beach, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-134-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of New Smyrna Beach, agrees to administer and complete the project per the application submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide flood protection to six (6) single-family residences located in New Smyrna Beach, Florida 32168 and 32169.

The scope of work of the proposed project shall involve building and site preparation, along with the disconnection of utilities. The six (6) structures included in this application have existing foundation types of slab-on-grade and piers. The existing structures shall be raised on a new open foundation on pilings to the proposed design elevation. Prior to the beginning of construction, a professional engineer shall verify that each home is structurally sound and can withstand elevation. The contractor shall tunnel underneath the structure, install beams, cribbing and hydraulic jacks for raising the structure, raise the structures to the required height by utilizing a unified hydraulic jacking machine and shore up. Appropriate means of ingress and egress shall be constructed to access the elevated living spaces. All utilities shall be reconnected, and service equipment shall be elevated to the required height. Four of the six homes include a lift platform.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Address	Coordinates
1)	811 Bay Drive, New Smyrna Beach, Florida 32168	(29.031660, -80.957208)
2)	1300 Conrad Drive, New Smyrna Beach, Florida 32168	(29.060103, -80.959605)
3)	2621 Edgewater Ave, New Smyrna Beach, Florida 32168	(29.065018, -80.950482)
4)	501 S Peninsula Ave, New Smyrna Beach, Florida 32169	(29.034166, -80.902381)
5)	513 S Peninsula Ave, New Smyrna Beach, Florida 32169	(29.033135, -80.902475)
6)	610 Washington St, New Smyrna Beach, Florida 32168	(29.023900, -80.931768)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the

Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per conceptual designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to provide flood protection.

The project shall be implemented in accordance with conceptual designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Local Building Official Building Permit.

b) A Copy of the Certificate of Occupancy or copy of the Local Building Official Inspection Report and Final Approval, as applicable.

    1. Certifying that the structure is code-compliant.

c) A Copy of the Elevation Certificate before mitigation, if available.

d) A Copy of the Final Elevation Certificate (FEMA Form ff-206-fy-22-152), after mitigation – ensuring the structure has been elevated to the proper elevation.

e) All Product Specification / Data Sheets (technical standards) satisfying protective requirements on all products utilized.

f) Signed notices from the affected property owner in the Special Flood Hazard Area (SFHA) that the Sub-Recipient shall record a Deed Notice applicable to their property, as described in section (h), below, and that they shall maintain flood insurance.

g) Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.

h) Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

    "This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance."

i) Letter verifying if intact archaeological features or deposits or human remains were discovered during project activities and, if so, how they were handled in accordance with Florida Statutes, Section 872.05.

j) Letter verifying if prehistoric or historic artifacts were encountered at any time within the project site area, and if so, how they were handled in accordance with Florida Statutes, Section 872.05.

k) Copy of floodplain permit and verification of compliance; if no permit was needed, a letter stating "No Permit Required" from the local floodplain administrator obtained prior to project commencement.

l) Verification letter confirming that a full-time SOI Qualified Archaeologist was present to monitor all construction activities during the building elevation projects at 501 South Peninsula Avenue and 513 South Peninsula Avenue.

m) A copy of the SOI Qualified Archaeologist final monitoring report, submitted within 45 days of completion of the project.

n) Letter verifying that construction vehicles and equipment were stored onsite during the project or at all existing access points within the Sub-Recipient's right-of-way.

o) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, conceptual designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of elevation of six (6) single-family residences located in New Smyrna Beach, Florida, including building and site preparation, along with the disconnection and reconnection of utilities.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), NFIP standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and a copy of the Certificate of Occupancy or any local official Inspection Report and/or Final Approval, as applicable.

3) The Sub-Recipient shall provide a copy of the Elevation Certificate prepared before mitigation, if available.

4) The Sub-Recipient shall submit a copy of the Elevation Certificate prepared after mitigation, showing the Base Flood Elevation and the elevation of all components.

5) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.

6) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.

7) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) <u>Environmental:</u>

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground-disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the

vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

5) The Sub-Recipient must obtain a floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

6) The Sub-Recipient shall provide a full-time on-site Secretary of Interior (SOI) Qualified Archaeologist to monitor all construction activities during the building elevation projects at 501 South Peninsula Avenue and 513 South Peninsula Avenue due to their proximity to the Dummitt's Mound (8VO00107). The archaeological monitor shall have full stop authority if anything of archaeological or historic concern is encountered. The archaeological monitor shall be on site during ALL construction activities for the course of the entire project and shall provide weekly updated to the Division and FEMA and a final monitoring report shall be submitted to the Division and FEMA within 45 days of the completion of the project and FEMA shall submit the report to the Florida SHPO.

7) Construction vehicles and equipment shall be stored onsite during the project or at existing access points within the Sub-Recipient's right-of-way.

8) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

8) A copy of the recorded deed amendment for each property as required by HMA Guidance.

9) For structures located in the Special Flood Hazard Area (SFHA), the Sub-Recipient shall verify if the proposed project triggers a substantial improvement and confirm that the project will be in compliance with the current local floodplain management ordinance.

10) For structures that remain in the SFHA after implementation, flood insurance must be maintained for the life of the structure to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular properties.

    Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

    "This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance."

11) Prior to project commencement, the Sub-Recipient must identify the source and location of fill material and provide this information to the Division and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer shall be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required prior to project commencement AND for project closeout.

12) The Sub-Recipient must obtain a floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

13) A certificate of occupancy and the final Elevation Certificate (FEMA Form - Elevation Certificate -ff-206-fy-22-152) for each structure on the project to certify the structure is code compliant and was elevated to the required elevation.

14) A copy of the recorded deed for each property, including structure elevation project deed requirements for property maintenance and flood insurance requirements.

15) A signed Acknowledgement of Conditions for Properties Using FEMA Hazard Mitigation Assistance form for each structure.

16) A certification from a building official or licensed design professional verifying that the structure was designed and constructed to the minimum standard of the two most recently published editions of the International Codes, even in locations where no code has been adopted.

17) Front, rear and side photographs of the final structure(s), including the date of the photograph, property address, latitude/longitude to the nearest sixth decimal place and the source of the photograph.

18) Verification of flood insurance policy for each structure.

19) Closeout of structural elevation project, the Sub-Recipient shall provide:

    a) Updated property information for each location.

    b) A Certificate of Occupancy, certifying that each structure is code-compliant.

    c) A Final Elevation Certificate (FEMA Form FF-206-FY-22-152) for each structure to ensure the structure has been elevated to the proper elevation.

20) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

21) Special Conditions required on implementation of project:

a) **EO 11988 CONDITION:** The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Executive Order 11988 – Floodplains **Monitoring Required: No**

b) **NHPA CONDITION:** The Sub-Recipient will provide a full-time on-site SOI Qualified Archaeologist to monitor all construction activities during the building elevation projects at 501 South Peninsula Avenue and 513 South Peninsula Avenue due to their proximity to the Dummitt's Mound (8VO00107). The archaeological monitor will have full stop authority if anything of archaeological or historic concern is encountered. The archaeological monitor will be on site during ALL construction activities for the course of the entire project and will provide weekly updated to FDEM and FEMA and a final monitoring report will be submitted to the FDEM and FEMA within 45 days of the completion of the project and FEMA will submit the report to the Florida SHPO. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: Yes**

c) **NHPA CONDITION:** Construction vehicles and equipment will be stored onsite during the project or at existing access points within the Sub-Recipient's right-of-way. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

d) **NHPA CONDITION:** If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

e) **NHPA CONDITION:** If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

22) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to

another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

23) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

    a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

    b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

    c) SRMC cannot exceed 5% of the total project costs awarded.

    d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

    e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

    f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4673-134-R.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on March 9, 2026, and the Period of Performance for this project shall end on **May 31, 2028**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	2	Months
Construction / Installation:	9	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	2	Months
Closeout Compliance:	1	Month
Total Period of Performance:	**26**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$997,141.00	$747,855.75	$249,285.25
Labor:	$926,989.00	$695,241.75	$231,747.25
Fees:	$203,070.00	$152,302.50	$50,767.50
Initial Agreement Amount:	**$2,127,200.00**	**$1,595,400.00**	**$531,800.00**
***Contingency Funds:	$106,356.00	$79,767.00	$26,589.00
Project Total:	**$2,233,556.00**	**$1,675,167.00**	**$558,389.00**
****SRMC**			
SRMC:	$30,000.00	$30,000.00	
SRMC-Pre-Award:	$60,300.00	$60,300.00	
SRMC Total:	**$90,300.00**	**$90,300.00**	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated $106,356.00 in contingency funds.** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

******* Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $90,300.00 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

*This project has a **SRMC Pre-Award,** approved by FEMA in the amount of $60,300.00, with a start date of **June 29, 2023**.*

ID#	Address	Budget per address	Federal Share
1)	811 Bay Drive, New Smyrna Beach, Florida 32168	$372,179.00	$279,134.25
2)	1300 Conrad Drive, New Smyrna Beach, Florida 32168	$402,093.00	$301,569.75
3)	2621 Edgewater Ave, New Smyrna Beach, Florida 32168	$195,140.00	$146,355.00
4)	501 S Peninsula Ave, New Smyrna Beach, Florida 32169	$564,205.00	$423,153.75
5)	513 S Peninsula Ave, New Smyrna Beach, Florida 32169	$353,443.00	$265,082.25
6)	610 Washington St, New Smyrna Beach, Florida 32168	$346,496.00	$259,872.00

Funding Summary Totals

Federal Share:	$1,675,167.00	(75.00%)
Non-Federal Share:	$558,389.00	(25.00%)
Total Project Cost:	**$2,233,556.00**	**(100.00%)**
SRMC (100% Federal)	$90,300.00	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); and EO 11990 (Wetlands).

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present

c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with 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 (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of New Smyrna Beach

REMIT ADDRESS: 210 Sams Avenue

CITY: New Smyrna Beach STATE: Florida ZIP CODE: 32168

PROJECT TYPE: Elevation PROJECT #: 4673-134-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1383

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75 %	Obligated Local Non-Federal 25 %	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
DIVISION DIRECTOR

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of New Smyrna Beach PAYMENT #:

PROJECT TYPE: Elevation PROJECT #: 4673-134-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1383

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents % completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF NEW SMYRNA BEACH

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of New Smyrna Beach **PROJECT #:** **4673-134-R**

PROJECT TYPE: Elevation **CONTRACT #:** **H1383**

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:**

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: Contract Expiration Date:
Date Deliverables Submitted: Closeout Requested Date:

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC):
Signature: Phone:

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:*

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%
Date Reviewed: *Reviewer:* *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of New Smyrna Beach
Sub-Recipient's Name

H1383
DEM Contract Number

4673-134-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-134-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 1,685,700.00

OBLIGATION/ACTION DATE: March 09, 2026

SUBAWARD DATE (if applicable):

UEID/SAM#: PK4MA4NU92L5

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide flood protection to six (6) single-family residences located in New Smyrna Beach, Florida 32168 and 32169.

The scope of work of the proposed project shall involve building and site preparation, along with the disconnection of utilities. The six (6) structures included in this application have existing foundation types of slab-on-grade and piers. The existing structures shall be raised on a new open foundation on pilings to the proposed design elevation. Prior to the beginning of construction, a professional engineer shall verify that each home is structurally sound and can withstand elevation. The contractor shall tunnel underneath the structure, install beams, cribbing and hydraulic jacks for raising the structure, raise the structures to the required height by utilizing a unified hydraulic jacking machine and shore up. Appropriate means of ingress and egress shall be constructed to access the elevated living spaces. All utilities shall be reconnected, and service equipment shall be elevated to the required height. Four of the six homes include a lift platform.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Address	Coordinates
1)	811 Bay Drive, New Smyrna Beach, Florida 32168	(29.031660, -80.957208)
2)	1300 Conrad Drive, New Smyrna Beach, Florida 32168	(29.060103, -80.959605)
3)	2621 Edgewater Ave, New Smyrna Beach, Florida 32168	(29.065018, -80.950482)
4)	501 S Peninsula Ave, New Smyrna Beach, Florida 32169	(29.034166, -80.902381)
5)	513 S Peninsula Ave, New Smyrna Beach, Florida 32169	(29.033135, -80.902475)
6)	610 Washington St, New Smyrna Beach, Florida 32168	(29.023900, -80.931768)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) 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)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

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

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

(C) Equal Employment Opportunity. 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. Part 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 FR 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."

(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 C.F.R. 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 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 Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

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.

(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 C.F.R. 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient 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 Sub-recipient 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 the awarding agency.

(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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more 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.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

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 Sub-Recipient or subcontractor, _____, 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 Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- 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 included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

RESOLUTION NO. 13-26

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE APPROVAL OF THE FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND THE CITY OF NEW SMYRNA PROJECT NUMBER 4673-134-R FOR THE ELEVATION OF SIX SINGLE-FAMILY HOMES; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Division of Emergency Management and the City of New Smyrna Beach desire to enter into the Federally-Funded Subaward and Grant Agreement Project Number 4673-134-R for the elevation of six single-family homes located at 811 Bay Drive, 1300 Conrad Drive, 2621 Edgewater Avenue, 501 S Peninsula Avenue, 513 S Peninsula Avenue, and 610 Washington Street; and

WHEREAS, the State of Florida Division of Emergency Management has requested the City of New Smyrna Beach to execute and deliver the Federally-Funded Subaward and Grant Agreement for the aforementioned project, Project Number 4673-134-R.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Authorization.*** That the City Commission hereby authorizes the Mayor to make, execute, and deliver to the State of Florida Division of Emergency Management the Federally-Funded Subaward and Grant Agreement for the aforementioned project, Project Number 4673-134-R, which is more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 2: ***Conflicting Resolutions.*** That all other resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 3: ***Effective Date.*** That this resolution shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 6/24/2026

EXHIBIT "A"

Agreement Number: H1383

Project Number: 4673-134-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1 , "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of New Smyrna Beach
Sub-Recipient's unique entity identifier (UEI/FEIN):	PK4MA4NU92L5 / 596000387
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	March 09, 2026
Subaward Period of Performance Start and End Date:	June 29, 2023 – May 31, 2028
Amount of Federal Funds Obligated by this Agreement:	$1,685,700.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$1,765,467.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$1,765,467.00
Federal award project description (see FFATA):	Elevation
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Nicole.Rowe@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of New Smyrna Beach, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Nicole Rowe
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-290-2511
Email: Nicole.Rowe@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Kyle Fegley
City Engineer
210 Sams Avenue
New Smyrna Beach, FL 32168
Telephone: 386-410-2811
Email: kfegley@cityofnsb.com

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on June 29, 2023 and shall end on May 31, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$1,685,700.00**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, 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 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.

ii. 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 Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. 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.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

a. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

b. The Subrecipient acknowledges that compliance with this Section (26) is **material** to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. 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.

ii. 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.

iii. 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.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. 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.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> 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).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

> i. 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, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. 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 Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. 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.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> 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.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. 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;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. 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

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF NEW SMYRNA BEACH

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$1,685,700.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Elevation of flood prone structures
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to elevate six (6) single-family residences in New Smyrna Beach, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-134-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of New Smyrna Beach, agrees to administer and complete the project per the application submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide flood protection to six (6) single-family residences located in New Smyrna Beach, Florida 32168 and 32169.

The scope of work of the proposed project shall involve building and site preparation, along with the disconnection of utilities. The six (6) structures included in this application have existing foundation types of slab-on-grade and piers. The existing structures shall be raised on a new open foundation on pilings to the proposed design elevation. Prior to the beginning of construction, a professional engineer shall verify that each home is structurally sound and can withstand elevation. The contractor shall tunnel underneath the structure, install beams, cribbing and hydraulic jacks for raising the structure, raise the structures to the required height by utilizing a unified hydraulic jacking machine and shore up. Appropriate means of ingress and egress shall be constructed to access the elevated living spaces. All utilities shall be reconnected, and service equipment shall be elevated to the required height. Four of the six homes include a lift platform.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Address	Coordinates
1)	811 Bay Drive, New Smyrna Beach, Florida 32168	(29.031660, -80.957208)
2)	1300 Conrad Drive, New Smyrna Beach, Florida 32168	(29.060103, -80.959605)
3)	2621 Edgewater Ave, New Smyrna Beach, Florida 32168	(29.065018, -80.950482)
4)	501 S Peninsula Ave, New Smyrna Beach, Florida 32169	(29.034166, -80.902381)
5)	513 S Peninsula Ave, New Smyrna Beach, Florida 32169	(29.033135, -80.902475)
6)	610 Washington St, New Smyrna Beach, Florida 32168	(29.023900, -80.931768)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the

Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per conceptual designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to provide flood protection.

The project shall be implemented in accordance with conceptual designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Local Building Official Building Permit.

b) A Copy of the Certificate of Occupancy or copy of the Local Building Official Inspection Report and Final Approval, as applicable.

   1. Certifying that the structure is code-compliant.

c) A Copy of the Elevation Certificate before mitigation, if available.

d) A Copy of the Final Elevation Certificate (FEMA Form ff-206-fy-22-152), after mitigation – ensuring the structure has been elevated to the proper elevation.

e) All Product Specification / Data Sheets (technical standards) satisfying protective requirements on all products utilized.

f) Signed notices from the affected property owner in the Special Flood Hazard Area (SFHA) that the Sub-Recipient shall record a Deed Notice applicable to their property, as described in section (h), below, and that they shall maintain flood insurance.

g) Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.

h) Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

   "This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance."

i) Letter verifying if intact archaeological features or deposits or human remains were discovered during project activities and, if so, how they were handled in accordance with Florida Statutes, Section 872.05.

j) Letter verifying if prehistoric or historic artifacts were encountered at any time within the project site area, and if so, how they were handled in accordance with Florida Statutes, Section 872.05.

k) Copy of floodplain permit and verification of compliance; if no permit was needed, a letter stating "No Permit Required" from the local floodplain administrator obtained prior to project commencement.

l) Verification letter confirming that a full-time SOI Qualified Archaeologist was present to monitor all construction activities during the building elevation projects at 501 South Peninsula Avenue and 513 South Peninsula Avenue.

m) A copy of the SOI Qualified Archaeologist final monitoring report, submitted within 45 days of completion of the project.

n) Letter verifying that construction vehicles and equipment were stored onsite during the project or at all existing access points within the Sub-Recipient's right-of-way.

o) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, conceptual designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of elevation of six (6) single-family residences located in New Smyrna Beach, Florida, including building and site preparation, along with the disconnection and reconnection of utilities.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), NFIP standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and a copy of the Certificate of Occupancy or any local official Inspection Report and/or Final Approval, as applicable.

3) The Sub-Recipient shall provide a copy of the Elevation Certificate prepared before mitigation, if available.

4) The Sub-Recipient shall submit a copy of the Elevation Certificate prepared after mitigation, showing the Base Flood Elevation and the elevation of all components.

5) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.

6) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.

7) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) <u>Environmental:</u>

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground-disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the

vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

5) The Sub-Recipient must obtain a floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

6) The Sub-Recipient shall provide a full-time on-site Secretary of Interior (SOI) Qualified Archaeologist to monitor all construction activities during the building elevation projects at 501 South Peninsula Avenue and 513 South Peninsula Avenue due to their proximity to the Dummitt's Mound (8VO00107). The archaeological monitor shall have full stop authority if anything of archaeological or historic concern is encountered. The archaeological monitor shall be on site during ALL construction activities for the course of the entire project and shall provide weekly updated to the Division and FEMA and a final monitoring report shall be submitted to the Division and FEMA within 45 days of the completion of the project and FEMA shall submit the report to the Florida SHPO.

7) Construction vehicles and equipment shall be stored onsite during the project or at existing access points within the Sub-Recipient's right-of-way.

8) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

8) A copy of the recorded deed amendment for each property as required by HMA Guidance.

9) For structures located in the Special Flood Hazard Area (SFHA), the Sub-Recipient shall verify if the proposed project triggers a substantial improvement and confirm that the project will be in compliance with the current local floodplain management ordinance.

10) For structures that remain in the SFHA after implementation, flood insurance must be maintained for the life of the structure to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular properties.

Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance."

11) Prior to project commencement, the Sub-Recipient must identify the source and location of fill material and provide this information to the Division and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer shall be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required prior to project commencement AND for project closeout.

12) The Sub-Recipient must obtain a floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

13) A certificate of occupancy and the final Elevation Certificate (FEMA Form - Elevation Certificate -ff-206-fy-22-152) for each structure on the project to certify the structure is code compliant and was elevated to the required elevation.

14) A copy of the recorded deed for each property, including structure elevation project deed requirements for property maintenance and flood insurance requirements.

15) A signed Acknowledgement of Conditions for Properties Using FEMA Hazard Mitigation Assistance form for each structure.

16) A certification from a building official or licensed design professional verifying that the structure was designed and constructed to the minimum standard of the two most recently published editions of the International Codes, even in locations where no code has been adopted.

17) Front, rear and side photographs of the final structure(s), including the date of the photograph, property address, latitude/longitude to the nearest sixth decimal place and the source of the photograph.

18) Verification of flood insurance policy for each structure.

19) Closeout of structural elevation project, the Sub-Recipient shall provide:

    a) Updated property information for each location.

    b) A Certificate of Occupancy, certifying that each structure is code-compliant.

    c) A Final Elevation Certificate (FEMA Form FF-206-FY-22-152) for each structure to ensure the structure has been elevated to the proper elevation.

20) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

21) Special Conditions required on implementation of project:

a) **EO 11988 CONDITION:** The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Executive Order 11988 – Floodplains **Monitoring Required: No**

b) **NHPA CONDITION:** The Sub-Recipient will provide a full-time on-site SOI Qualified Archaeologist to monitor all construction activities during the building elevation projects at 501 South Peninsula Avenue and 513 South Peninsula Avenue due to their proximity to the Dummitt's Mound (8VO00107). The archaeological monitor will have full stop authority if anything of archaeological or historic concern is encountered. The archaeological monitor will be on site during ALL construction activities for the course of the entire project and will provide weekly updated to FDEM and FEMA and a final monitoring report will be submitted to the FDEM and FEMA within 45 days of the completion of the project and FEMA will submit the report to the Florida SHPO. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: Yes**

c) **NHPA CONDITION:** Construction vehicles and equipment will be stored onsite during the project or at existing access points within the Sub-Recipient's right-of-way. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

d) **NHPA CONDITION:** If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

e) **NHPA CONDITION:** If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

22) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to

another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

23) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

   a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

   b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

   c) SRMC cannot exceed 5% of the total project costs awarded.

   d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

   e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

   f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4673-134-R.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on March 9, 2026, and the Period of Performance for this project shall end on **May 31, 2028**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	2	Months
Construction / Installation:	9	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	2	Months
Closeout Compliance:	1	Month
Total Period of Performance:	**26**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$997,141.00	$747,855.75	$249,285.25
Labor:	$926,989.00	$695,241.75	$231,747.25
Fees:	$203,070.00	$152,302.50	$50,767.50
Initial Agreement Amount:	**$2,127,200.00**	**$1,595,400.00**	**$531,800.00**
***Contingency Funds:	$106,356.00	$79,767.00	$26,589.00
Project Total:	**$2,233,556.00**	**$1,675,167.00**	**$558,389.00**
****SRMC**			
SRMC:	$30,000.00	$30,000.00	
SRMC-Pre-Award:	$60,300.00	$60,300.00	
SRMC Total:	**$90,300.00**	**$90,300.00**	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**** **This project has an estimated $106,356.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

****** *Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $90,300.00 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

*This project has a **SRMC Pre-Award,** approved by FEMA in the amount of $60,300.00, with a start date of **June 29, 2023**.*

ID#	Address	Budget per address	Federal Share
1)	811 Bay Drive, New Smyrna Beach, Florida 32168	$372,179.00	$279,134.25
2)	1300 Conrad Drive, New Smyrna Beach, Florida 32168	$402,093.00	$301,569.75
3)	2621 Edgewater Ave, New Smyrna Beach, Florida 32168	$195,140.00	$146,355.00
4)	501 S Peninsula Ave, New Smyrna Beach, Florida 32169	$564,205.00	$423,153.75
5)	513 S Peninsula Ave, New Smyrna Beach, Florida 32169	$353,443.00	$265,082.25
6)	610 Washington St, New Smyrna Beach, Florida 32168	$346,496.00	$259,872.00

Funding Summary Totals

Federal Share:	$1,675,167.00	(75.00%)
Non-Federal Share:	$558,389.00	(25.00%)
Total Project Cost:	**$2,233,556.00**	**(100.00%)**
SRMC (100% Federal)	$90,300.00	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); and EO 11990 (Wetlands).

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present

c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with 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 (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of New Smyrna Beach

REMIT ADDRESS: 210 Sams Avenue

CITY: New Smyrna Beach STATE: Florida ZIP CODE: 32168

PROJECT TYPE: Elevation PROJECT #: 4673-134-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1383

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75 %	Obligated Local Non-Federal 25 %	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT $ _____ DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of New Smyrna Beach PAYMENT #:

PROJECT TYPE: Elevation PROJECT #: 4673-134-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1383

	REF NO[2]	DATE[3]	DOCUMENTATION[4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents		***%***	***completion of the project.***	***TOTAL***	

[2] *Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)*
[3] *Date of delivery of articles, completion of work or performance services. (per document)*
[4] *List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.*

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF NEW SMYRNA BEACH

If you are requesting an advance, indicate same by checking the box below.

[ ] ADVANCE REQUESTED
Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20___-20___ Anticipated Expenditures for First Three Months of Contract
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of New Smyrna Beach **PROJECT #:** 4673-134-R

PROJECT TYPE: Elevation **CONTRACT #:** H1383

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:**

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: Contract Expiration Date:
Date Deliverables Submitted: Closeout Requested Date:

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: ____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC):

Signature: Phone:

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:*

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: *Reviewer:* *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable**.

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of New Smyrna Beach
Sub-Recipient's Name

H1383
DEM Contract Number

4673-134-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-134-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 1,685,700.00

OBLIGATION/ACTION DATE: March 09, 2026

SUBAWARD DATE (if applicable):

UEID/SAM#: PK4MA4NU92L5

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide flood protection to six (6) single-family residences located in New Smyrna Beach, Florida 32168 and 32169.

The scope of work of the proposed project shall involve building and site preparation, along with the disconnection of utilities. The six (6) structures included in this application have existing foundation types of slab-on-grade and piers. The existing structures shall be raised on a new open foundation on pilings to the proposed design elevation. Prior to the beginning of construction, a professional engineer shall verify that each home is structurally sound and can withstand elevation. The contractor shall tunnel underneath the structure, install beams, cribbing and hydraulic jacks for raising the structure, raise the structures to the required height by utilizing a unified hydraulic jacking machine and shore up. Appropriate means of ingress and egress shall be constructed to access the elevated living spaces. All utilities shall be reconnected, and service equipment shall be elevated to the required height. Four of the six homes include a lift platform.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Address	Coordinates
1)	811 Bay Drive, New Smyrna Beach, Florida 32168	(29.031660, -80.957208)
2)	1300 Conrad Drive, New Smyrna Beach, Florida 32168	(29.060103, -80.959605)
3)	2621 Edgewater Ave, New Smyrna Beach, Florida 32168	(29.065018, -80.950482)
4)	501 S Peninsula Ave, New Smyrna Beach, Florida 32169	(29.034166, -80.902381)
5)	513 S Peninsula Ave, New Smyrna Beach, Florida 32169	(29.033135, -80.902475)
6)	610 Washington St, New Smyrna Beach, Florida 32168	(29.023900, -80.931768)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) 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)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

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

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

(C) Equal Employment Opportunity. 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. Part 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 FR 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."

(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 C.F.R. 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 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 Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

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.

(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 C.F.R. 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient 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 Sub-recipient 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 the awarding agency.

(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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more 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.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

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 Sub-Recipient or subcontractor, _____, 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 Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- 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 included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City:_____State:_____Zip: _____

Phone Number: _____

Email Address:_____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

THE CITY OF NEW SMYRNA BEACH - ENGINEERING

RESOLUTION NO. 14-26: CONSIDER THE ADOPTION OF A RESOLUTION WHICH IF ADOPTED WOULD APPROVE THE ACCEPTANCE OF A HMGP GRANT - DEMOLISH & REBUILD ONE HOME

July 14, 2026

Background:

As part of the devastation as a result of Hurricane Nicole the City received inquiries to re-establish the basics of restoring single family homes one in particular being at 216 North Duss Street. The property owners, James and Cheryl Booth, realize their long term homestead was decimated by flooding that damaged the interior and effectively shifted the structure, and became uninhabitable. They have been displaced from their home since November 2022. This has created an undesirable situation and discomfort on their behalf as they have applied to other grant opportunities (i.e. Elevate Florida, Transform386) without success but do qualify for the Hazard Mitigation Grant Program (HMGP) in order to restore their livelihood and rebuild to a higher flood proof elevation.

Findings:

The City on behalf of the property owners submitted the initiative through the Local Mitigation Strategy group that endorsed and submitted to the State which ultimately received approval from the Division of Emergency Management which sub-recipient agreement is attached for review and approval.

For demolition and rebuild projects FEMA allocates a set amount (i.e. not a percentage like elevation projects being 75%) and when submitted in December 2024, $150,000 was the maximum federal share for Mitigation Reconstruction projects. As a result, the State (FDEM) awarded the sub-recipient agreement with the maximum allowable FEMA awarded amount but FDEM understands this is not in line with escalating construction costs thus a s soon as the grant agreement is fully executed FDEM will process a request for increase to the federal match cap from $150,000 to $220,000 to reduce out of pocket expenses for the property owner.

The amendment will be brought back to City Commission as well and City staff will not proceed with project implementation until the grant modification increasing the federal match is approved.

The Booths are aware of their contribution and staff recommends approval of the agreement in order to move forward with the project to complete the additional federal funding process.

Fiscal Analysis:

No fiscal impact.

Strategic Plan Item:
No

Staff Report Created By: Kyle Fegley - City Engineer

Attachments:

4680-047-R-For_City Execution (06-09-26).pdf
Res 14-26 Demolish & Rebuild - 216 N. Duss St.pdf

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of New Smyrna Beach
PROJECT #:	4680-047-R
PROJECT TITLE:	City of New Smyrna Beach, North Duss Street, Mitigation Reconstruction
HMGP CONTRACT #:	H1433
SM CONTRACT #: (if applicable)	
MODIFICATION #:	

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Kyle W. Fegley, P.E **City Engineer** **210 Sams Avenue** **New Smyrna Beach, FL 32168**

Enclosed is your copy of the proposed contract(s)/modification(s) between **Subrecipient** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
☐	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment M – Foreign County of Concern Affidavit completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850)-570-2909 or email me at **Renee.Singh@em.myflorida.com**.

Agreement Number: **H1433**

Project Number: **4680-047-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1 , "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of New Smyrna Beach
Sub-Recipient's unique entity identifier (UEI/FEIN):	596000387 / PK4MA4NU92L5
Federal Award Identification Number (FAIN):	FEMA-DR-4680-FL
Federal Award Date:	April 27, 2026
Subaward Period of Performance Start and End Date:	February 6, 2023 through February 29, 2028
Amount of Federal Funds Obligated by this Agreement:	$170,400.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$170,400.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$170,400.00
Federal award project description (see FFATA):	Mitigation Reconstruction
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Renee.Singh@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of New Smyrna Beach, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Renee Singh
Project Manager/Grant Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-570-5909
Email: Renee.Singh@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-528-4216
Email: Kathleen.Marshall@em.myflorida.com

i. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Kyle W. Fegley, P.E
City Engineer
210 Sams Avenue
New Smyrna Beach, FL 32168
Telephone: 386-410-2811
Email: Kfegley@cityofnsb.com

ii. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on **February 6, 2023** and shall end on **February 29, 2028**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$170,400.00**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

a. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

b. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) RECORDS

a. As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2489 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2489 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are

completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be

construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment

provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, 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 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.

ii. 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 Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. 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.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and

entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

m. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

n. The Subrecipient acknowledges that compliance with this Section (26) is material to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

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.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. 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.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

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).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

a. 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, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the Division. 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 Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. 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.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

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.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. 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;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. 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

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF NEW SMYRNA BEACH

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$170,400.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Elevation of flood prone structures
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve and elevate flood-prone property in New Smyrna Beach, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4680-047-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of New Smyrna Beach, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes mitigation reconstruction of property located at 216 North Duss Street, New Smyrna Beach, Florida 32168.

The HMGP proposed project scope of work for mitigation reconstruction of this flood-prone property shall include demolition of the existing one-story, 1,240-square-foot structure with a stem wall perimeter foundation and crawlspace underneath and reconstruct it a minimum of 2 feet above the Base Flood Elevation (BFE) in accordance with the Freeboard Value Approach for noncritical actions plus 3 feet to account for sea level rise. Appropriate means of access shall be constructed including a platform lift, allowing the homeowner to reach the newly elevated dwelling by assisted mobility device. The site shall be prepared for construction and restored upon completion with utilities and equipment reconnected and operational. The property is in Special Flood Hazard Area Zone AE where the BFE is 5 feet (NAVD88) according to the FEMA Flood Insurance Rate Map (FIRM), whereas the structure's lowest floor elevation is 4.8 feet (NAVD88) as per the FEMA Elevation Certificate. During Hurricane Ian, the home was inundated with floodwater reaching several inches high in the main living areas resulting in differential movement, minor racking, uneven settlement of the roof, and a Substantial Damage Determination. A licensed Professional Engineer assessed the property and determined that it is structurally unsound and unfit for elevation; thus, Mitigation Reconstruction is recommended. The project shall remediate structural damage and prevent flood recurrence, costly repairs, and displacement.

Any enclosed space at grade level shall have hydrostatic vents and can only be used for storage or parking only. The square footage of the newly constructed and elevated structure shall be no more than ten (10) percent greater than the original square footage. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 effective at the time of permitting, the applicable National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations. A final Elevation Certificate shall be completed for closeout to certify the structure was elevated to the required height.

Mitigation Reconstruction projects must complete an inspection prior to starting any construction, conducted by a qualified professional to demonstrate that a standard elevation is not technically feasible. A copy of the inspection report is attached.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Name	Address	Coordinates

1)	North Duss Street Residence	216 North Duss Street, New Smyrna Beach, Florida 32168	(29.02357, -80.93247)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

   The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

   The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

   Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

   The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to provide flood protection.

   The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

   The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall

complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD).

b) Letter of Completion (by engineer, floodplain manager or senior level official):

   1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and

   2. Certifying Compliance with all applicable codes/ordinances; and

   3. NFIP regulations, including applicable NFIP Technical bulletins.

c) Certificate of Occupancy certifying that the structure is code compliant.

d) Final Elevation Certificate (FEMA Form FF-206-FY-22-152) ensuring each structure has been elevated to the proper elevation.

e) Verification that final square footage is within 10 percent of original structure square footage at the time of closeout per property.

f) Verification of Flood Insurance per property.

g) Digital Photographs: Front, rear, and side of final elevated structure, per property.

h) Local Building Official Inspection Report, Local Permits, Certificate of Completion, Lead-based Paint Report, and Final Approval, as applicable.

i) Letter from corresponding entities certifying the termination of any utilities. This may include but is not limited to decommissioning of septic systems and potable water wells.

j) Copy of Warranty Deeds.

k) Copy of letters issued by the utility companies involved, confirming that all services have been terminated, as applicable.

l) Copy of floodplain permit and verification of compliance; if no permit was needed, a letter stating "No Permit Required" from the local floodplain administrator obtained prior to project commencement.

m) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

   The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments

were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments shall be applied to larger awards, allowing smaller awards to be fully obligated. Obligations shall be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds shall be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separately from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and

that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party-in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Mitigation Reconstruction to improve and elevate flood-prone property in New Smyrna Beach, Florida to include the construction of a new hazard resistant and code-compliant structure, which shall provide protection from continuous flood damage. Any enclosed space at grade level shall have hydrostatic vents and can only be used for storage or parking only. The square footage of the newly constructed and elevated structure shall be no more than ten (10) percent greater than the original square footage. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 effective at the time of permitting, the applicable NFIP standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations. A final Elevation Certificate shall be completed for closeout to certify the structure was elevated to the required height.

Mitigation Reconstruction projects must complete an inspection prior to starting any construction, conducted by a qualified professional to demonstrate that a standard elevation is not technically feasible. A copy of the inspection report is attached.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, if any.

3) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.

4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

D) <u>Environmental:</u>

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission to the Division and FEMA for National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

4) The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the Sub-Recipient-contractor/consultant executed contract agreements must be forwarded to the Division within 10 days of execution. Verification of the compliance with the Federal Procurement Standards and method of procurement documentation.

8) Verify that a Duplication of Benefits review was completed to ensure property owners did not receive federal assistance for the same purpose from another source (such as Increased Cost of Compliance or Individual Assistance) for project closeout.

9) Verification that any program income has been deducted from the total project costs as specified in Title 2 of the Code of Federal Regulations Section 200.307.

10) Documentation ensuring submitted expenses were eligible and all costs were incurred during the Period of Performance (POP) per each property.

11) Signed and Sealed As-built project plans (drawings), per property, by the Professional of Record for project closeout.

12) Letter of Completion (by engineer, floodplain manager or senior level official), for project closeout.

    a) Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and

    b) Certifying Compliance with all applicable codes/ordinances, and

    c) NFIP regulations, including applicable NFIP Technical bulletins, and

13) Certificate of Occupancy certifying that each structure is code compliant for project closeout.

14) Final Elevation Certificate (FEMA Form FF-206-FY-22-152) for each structure, ensuring each property has been elevated to the required elevation for project closeout.

15) Documentation of Flood Insurance for each structure for project closeout.

16) Signed “Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area (SFHA) with FEMA Grant Funds” form for each structure located in the SFHA for project closeout.

17) Documentation for Verification that final square footage is within 10 percent of original structure square footage at the time of closeout.

18) An officially recorded copy of the property deed amendment that includes notice of flood insurance requirements for each property for project closeout.

19) Digital Photographs: Front, rear, and both sides of final elevated for each structure for project closeout.

20) Include a statement in the closeout request letter, which states what action was taken to address each environmental condition/requirement or explain why an action was not required with the prior approval that was requested and received from FDEM and FEMA.

21) Submit required permits, notices, correspondence, or other relevant documentation outlined in the environmental project conditions for project closeout.

22) Submittal of a Signed Final Progress Report, utilizing the Quarterly Report (QR) Milestones-Activities Workbook.

23) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division’s Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient’s Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division’s Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

24) Special Conditions required for the implementation of project:

    a) **EO 11988 CONDITION:** The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA

funding; verification of compliance shall be required at project closeout. **Source of condition:** Executive Order 11988 Floodplains **Monitoring Required: No**

25) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

   a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

   b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

   c) SRMC cannot exceed 5% of the total project costs awarded.

   d) SRMC is 100% federally funded and shall be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

   e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

   f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

26) Eligible mitigation reconstruction costs are limited to $220,000.00 Federal share per property. Any construction activities over and above $220,000.00 are non-federal share. This needs to be taken into consideration when a construction cost increase is being considered.

This is FEMA project number **4680-047-R.** It is funded under HMGP, FEMA-4680-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4680.

FEMA awarded this project on April 27, 2026; with a Pre-Award date of February 6, 2023; and the Period of Performance for this project shall end on **February 29, 2028**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances. Some eligible activities, such as administrative allowances and permitting fees, need not be included in the $220,000.00 maximum Federal share.

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	2	Months
Construction Plan/Technical Specifications:	2	Months
Bidding / Local Procurement:	2	Months
Permitting:	2	Months
Construction / Installation:	10	Months
Local Inspections / Compliance:	2	Months
State Final Inspection / Compliance:	1	Month
Closeout Compliance:	1	Month
Total Period of Performance:	**22**	**Months**

BUDGET

Line-Item Budget*

Eligible mitigation reconstruction costs are limited to $220,000.00 Federal share per property address.

ID#1 Address	Project Cost	Federal Cost	Non-Federal Cost
Construction Materials:	$252,064.00	$92,972.92	$159,091.08
Construction Labor:	$168,043.00	$61,982.08	$106,060.92
Fees (Not subject to CAP):	$12,500.00	$4,610.58	$7,889.42
**Pre-Award:	$500.00	$184.42	$315.58
Initial Amount:	**$433,107.00**	**$159,750.00**	**$273,357.00**
***Contingency Funds:	$0.00	$0.00	$0.00
Property Project Total:	**$433,107.00**	**$159,750.00**	**$273,357.00**

Budget Summary	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$252,064.00	$92,972.92	$159,091.08
Labor:	$168,043.00	$61,982.08	$106,060.92
Fees (Not subject to CAP):	$12,500.00	$4,610.58	$7,889.42
**Pre-Award:	$500.00	$184.42	$315.58
Initial Agreement Amount:	**$433,107.00**	**$159,750.00**	**$273,357.00**
***Contingency Funds:	$0.00	$0.00	$0.00
Property Project Total:	**$433,107.00**	**$159,750.00**	**$273,357.00**
******SRMC**			
SRMC:	$0.00	$0.00	
SRMC-Pre-Award:	$10,650.00	$10,650.00	
SRMC Total:	**$10,650.00**	**$10,650.00**	

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

NOTE: FEMA shall only pay $220,000.00 in construction costs. The Homeowner is responsible for construction costs in excess of $220,000.00. As a result, the line items in the construction budgets above shall not calculate to the exact percentage indicated. Also, Total Project Costs shall, in turn, not equal the percentage indicated.

***This project has a Pre-Award, approved by FEMA in the amount of $500.00 project costs with a start date of **February 6, 2023**.*

****** This project has an estimated $0.00 in contingency funds.** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen conditions related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

***** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $0.00 in Federal funding.** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

*This project has a **SRMC Pre-Award,** approved by FEMA in the amount of **$10,650.00**, with a start date of **October 10, 2023.***

Funding Summary Totals

Federal Share:	$159,750.00	(36.884649752%)
Non-Federal Share:	$273,357.00	(63.115350248%)
Total Project Cost:	**$433,107.00**	**(100.00%)**
SRMC (100% Federal)	$10,650.00	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); and EO 11990 (Wetlands).

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present

c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with 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 (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of New Smyrna Beach

REMIT ADDRESS: 210 Sams Avenue

CITY: New Smyrna Beach STATE: Florida ZIP CODE: 32168

PROJECT TYPE: Mitigation Reconstruction PROJECT #: 4680-047-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1433

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 36.884649752%	Obligated Local Non-Federal 63.115350248%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL: $ _____

APPROVED SRMC TOTAL: $ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT: $ _____ DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of New Smyrna Beach PAYMENT #:

PROJECT TYPE: Mitigation Reconstruction PROJECT #: 4680-047-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1433

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents __% completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF NEW SMYRNA BEACH

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of New Smyrna Beach **PROJECT #:** 4680-047-R

PROJECT TYPE: Mitigation Reconstruction **CONTRACT #:** H1433

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:* _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: _____ *Reviewer:* _____ *Project Manager*

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of New Smyrna Beach
Sub-Recipient's Name

H1433
DEM Contract Number

4680-047-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4680-047-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 170,400.00

OBLIGATION/ACTION DATE: April 27, 2026

SUBAWARD DATE (if applicable): _____

UEID/SAM#: PK4MA4NU92L5

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes mitigation reconstruction of property located at 216 North Duss Street, New Smyrna Beach, Florida 32168.

The HMGP proposed project scope of work for mitigation reconstruction of this flood-prone property shall include demolition of the existing one-story, 1,240-square-foot structure with a stem wall perimeter foundation and crawlspace underneath and reconstruct it a minimum of 2 feet above the Base Flood Elevation (BFE) in accordance with the Freeboard Value Approach for noncritical actions plus 3 feet to account for sea level rise. Appropriate means of access shall be constructed including a platform lift, allowing the homeowner to reach the newly elevated dwelling by assisted mobility device. The site shall be prepared for construction and restored upon completion with utilities and equipment reconnected and operational. The property is in Special Flood Hazard Area Zone AE where the BFE is 5 feet (NAVD88) according to the FEMA Flood Insurance Rate Map (FIRM), whereas the structure's lowest floor elevation is 4.8 feet (NAVD88) as per the FEMA Elevation Certificate. During Hurricane Ian, the home was inundated with floodwater reaching several inches high in the main living areas resulting in differential movement, minor racking, uneven settlement of the roof, and a Substantial Damage Determination. A licensed Professional Engineer assessed the property and determined that it is structurally unsound and unfit for elevation; thus, Mitigation Reconstruction is recommended. The project shall remediate structural damage and prevent flood recurrence, costly repairs, and displacement.

Any enclosed space at grade level shall have hydrostatic vents and can only be used for storage or parking only. The square footage of the newly constructed and elevated structure shall be no more than ten (10) percent greater than the original square footage. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 effective at the time of permitting, the applicable National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations. A final Elevation Certificate shall be completed for closeout to certify the structure was elevated to the required height.

Mitigation Reconstruction projects must complete an inspection prior to starting any construction, conducted by a qualified professional to demonstrate that a standard elevation is not technically feasible. A copy of the inspection report is attached.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Name	Address	Coordinates
1)	North Duss Street Residence	216 North Duss Street, New Smyrna Beach, Florida 32168	(29.02357, -80.93247)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) 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)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

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

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

(C) Equal Employment Opportunity. 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. Part 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 FR 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."

(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 C.F.R. 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 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 Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

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.

(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 C.F.R. 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient 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 Sub-recipient 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 the awarding agency.

(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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more 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.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

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 Sub-Recipient or subcontractor, _____, 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 Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- 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 included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

As used in this subsection, the term:

- "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

- "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

- "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is “Yes,” provide the information required in the “Total Compensation Paid to Non-Profit Personnel Using State Funds” form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is “No”, move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #:		
Total Contract Amount:		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

RESOLUTION NO. 14-26

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE APPROVAL OF THE FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND THE CITY OF NEW SMYRNA PROJECT NUMBER 4680-047-R FOR THE MITIGATION RECONSTRUCTION OF ONE SINGLE-FAMILY HOME; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Division of Emergency Management and the City of New Smyrna Beach desire to enter into the Federally-Funded Subaward and Grant Agreement Project Number 4680-047-R for the mitigation reconstruction of one single-family home located at 216 North Duss Street; and

WHEREAS, the State of Florida Division of Emergency Management has requested the City of New Smyrna Beach to execute and deliver the Federally-Funded Subaward and Grant Agreement for the aforementioned project, Project Number 4680-047-R.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Authorization.*** That the City Commission hereby authorizes the Mayor to make, execute, and deliver to the State of Florida Division of Emergency Management the Federally-Funded Subaward and Grant Agreement for the aforementioned project, Project Number 4680-047-R, which is more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 2: ***Conflicting Resolutions.*** That all other resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 3: ***Effective Date.*** That this resolution shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 6/26/2024

EXHIBIT "A"

Agreement Number: H1433

Project Number: 4680-047-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1 , "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of New Smyrna Beach
Sub-Recipient's unique entity identifier (UEI/FEIN):	596000387 / PK4MA4NU92L5
Federal Award Identification Number (FAIN):	FEMA-DR-4680-FL
Federal Award Date:	April 27, 2026
Subaward Period of Performance Start and End Date:	February 6, 2023 through February 29, 2028
Amount of Federal Funds Obligated by this Agreement:	$170,400.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$170,400.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$170,400.00
Federal award project description (see FFATA):	Mitigation Reconstruction
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Renee.Singh@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of New Smyrna Beach, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Renee Singh
Project Manager/Grant Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-570-5909
Email: Renee.Singh@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-528-4216
Email: Kathleen.Marshall@em.myflorida.com

i. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Kyle W. Fegley, P.E
City Engineer
210 Sams Avenue
New Smyrna Beach, FL 32168
Telephone: 386-410-2811
Email: Kfegley@cityofnsb.com

ii. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on **February 6, 2023** and shall end on **February 29, 2028**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$170,400.00**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

a. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

b. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) RECORDS

a. As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are

completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be

construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment

provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, 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 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.

ii. 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 Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. 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.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and

entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

m. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

n. The Subrecipient acknowledges that compliance with this Section (26) is material to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

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.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. 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.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

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).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

a. 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, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the Division. 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 Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. 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.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> 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.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. 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;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. 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

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF NEW SMYRNA BEACH

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$170,400.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Elevation of flood prone structures
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve and elevate flood-prone property in New Smyrna Beach, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4680-047-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of New Smyrna Beach, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes mitigation reconstruction of property located at 216 North Duss Street, New Smyrna Beach, Florida 32168.

The HMGP proposed project scope of work for mitigation reconstruction of this flood-prone property shall include demolition of the existing one-story, 1,240-square-foot structure with a stem wall perimeter foundation and crawlspace underneath and reconstruct it a minimum of 2 feet above the Base Flood Elevation (BFE) in accordance with the Freeboard Value Approach for noncritical actions plus 3 feet to account for sea level rise. Appropriate means of access shall be constructed including a platform lift, allowing the homeowner to reach the newly elevated dwelling by assisted mobility device. The site shall be prepared for construction and restored upon completion with utilities and equipment reconnected and operational. The property is in Special Flood Hazard Area Zone AE where the BFE is 5 feet (NAVD88) according to the FEMA Flood Insurance Rate Map (FIRM), whereas the structure's lowest floor elevation is 4.8 feet (NAVD88) as per the FEMA Elevation Certificate. During Hurricane Ian, the home was inundated with floodwater reaching several inches high in the main living areas resulting in differential movement, minor racking, uneven settlement of the roof, and a Substantial Damage Determination. A licensed Professional Engineer assessed the property and determined that it is structurally unsound and unfit for elevation; thus, Mitigation Reconstruction is recommended. The project shall remediate structural damage and prevent flood recurrence, costly repairs, and displacement.

Any enclosed space at grade level shall have hydrostatic vents and can only be used for storage or parking only. The square footage of the newly constructed and elevated structure shall be no more than ten (10) percent greater than the original square footage. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 effective at the time of permitting, the applicable National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations. A final Elevation Certificate shall be completed for closeout to certify the structure was elevated to the required height.

Mitigation Reconstruction projects must complete an inspection prior to starting any construction, conducted by a qualified professional to demonstrate that a standard elevation is not technically feasible. A copy of the inspection report is attached.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Name	Address	Coordinates

1)	North Duss Street Residence	216 North Duss Street, New Smyrna Beach, Florida 32168	(29.02357, -80.93247)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

   The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

   The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

   Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

   The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to provide flood protection.

   The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

   The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall

complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD).

b) Letter of Completion (by engineer, floodplain manager or senior level official):

   1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and

   2. Certifying Compliance with all applicable codes/ordinances; and

   3. NFIP regulations, including applicable NFIP Technical bulletins.

c) Certificate of Occupancy certifying that the structure is code compliant.

d) Final Elevation Certificate (FEMA Form FF-206-FY-22-152) ensuring each structure has been elevated to the proper elevation.

e) Verification that final square footage is within 10 percent of original structure square footage at the time of closeout per property.

f) Verification of Flood Insurance per property.

g) Digital Photographs: Front, rear, and side of final elevated structure, per property.

h) Local Building Official Inspection Report, Local Permits, Certificate of Completion, Lead-based Paint Report, and Final Approval, as applicable.

i) Letter from corresponding entities certifying the termination of any utilities. This may include but is not limited to decommissioning of septic systems and potable water wells.

j) Copy of Warranty Deeds.

k) Copy of letters issued by the utility companies involved, confirming that all services have been terminated, as applicable.

l) Copy of floodplain permit and verification of compliance; if no permit was needed, a letter stating "No Permit Required" from the local floodplain administrator obtained prior to project commencement.

m) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

   The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments

were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments shall be applied to larger awards, allowing smaller awards to be fully obligated. Obligations shall be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds shall be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separately from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and

that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party-in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Mitigation Reconstruction to improve and elevate flood-prone property in New Smyrna Beach, Florida to include the construction of a new hazard resistant and code-compliant structure, which shall provide protection from continuous flood damage. Any enclosed space at grade level shall have hydrostatic vents and can only be used for storage or parking only. The square footage of the newly constructed and elevated structure shall be no more than ten (10) percent greater than the original square footage. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 effective at the time of permitting, the applicable NFIP standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations. A final Elevation Certificate shall be completed for closeout to certify the structure was elevated to the required height.

Mitigation Reconstruction projects must complete an inspection prior to starting any construction, conducted by a qualified professional to demonstrate that a standard elevation is not technically feasible. A copy of the inspection report is attached.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, if any.

3) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.

4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

D) Environmental:

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission to the Division and FEMA for National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

4) The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the Sub-Recipient-contractor/consultant executed contract agreements must be forwarded to the Division within 10 days of execution. Verification of the compliance with the Federal Procurement Standards and method of procurement documentation.

8) Verify that a Duplication of Benefits review was completed to ensure property owners did not receive federal assistance for the same purpose from another source (such as Increased Cost of Compliance or Individual Assistance) for project closeout.

9) Verification that any program income has been deducted from the total project costs as specified in Title 2 of the Code of Federal Regulations Section 200.307.

10) Documentation ensuring submitted expenses were eligible and all costs were incurred during the Period of Performance (POP) per each property.

11) Signed and Sealed As-built project plans (drawings), per property, by the Professional of Record for project closeout.

12) Letter of Completion (by engineer, floodplain manager or senior level official), for project closeout.

    a) Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and

    b) Certifying Compliance with all applicable codes/ordinances, and

    c) NFIP regulations, including applicable NFIP Technical bulletins, and

13) Certificate of Occupancy certifying that each structure is code compliant for project closeout.

14) Final Elevation Certificate (FEMA Form FF-206-FY-22-152) for each structure, ensuring each property has been elevated to the required elevation for project closeout.

15) Documentation of Flood Insurance for each structure for project closeout.

16) Signed "Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area (SFHA) with FEMA Grant Funds" form for each structure located in the SFHA for project closeout.

17) Documentation for Verification that final square footage is within 10 percent of original structure square footage at the time of closeout.

18) An officially recorded copy of the property deed amendment that includes notice of flood insurance requirements for each property for project closeout.

19) Digital Photographs: Front, rear, and both sides of final elevated for each structure for project closeout.

20) Include a statement in the closeout request letter, which states what action was taken to address each environmental condition/requirement or explain why an action was not required with the prior approval that was requested and received from FDEM and FEMA.

21) Submit required permits, notices, correspondence, or other relevant documentation outlined in the environmental project conditions for project closeout.

22) Submittal of a Signed Final Progress Report, utilizing the Quarterly Report (QR) Milestones-Activities Workbook.

23) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

24) Special Conditions required for the implementation of project:

    a) **EO 11988 CONDITION:** The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA

funding; verification of compliance shall be required at project closeout. **Source of condition:** Executive Order 11988 Floodplains **Monitoring Required: No**

25) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

   a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

   b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

   c) SRMC cannot exceed 5% of the total project costs awarded.

   d) SRMC is 100% federally funded and shall be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

   e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

   f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

26) Eligible mitigation reconstruction costs are limited to $220,000.00 Federal share per property. Any construction activities over and above $220,000.00 are non-federal share. This needs to be taken into consideration when a construction cost increase is being considered.

This is FEMA project number **4680-047-R.** It is funded under HMGP, FEMA-4680-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4680.

FEMA awarded this project on April 27, 2026; with a Pre-Award date of February 6, 2023; and the Period of Performance for this project shall end on **February 29, 2028**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances. Some eligible activities, such as administrative allowances and permitting fees, need not be included in the $220,000.00 maximum Federal share.

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	2	Months
Construction Plan/Technical Specifications:	2	Months
Bidding / Local Procurement:	2	Months
Permitting:	2	Months
Construction / Installation:	10	Months
Local Inspections / Compliance:	2	Months
State Final Inspection / Compliance:	1	Month
Closeout Compliance:	1	Month
Total Period of Performance:	**22**	**Months**

BUDGET

Line-Item Budget*

Eligible mitigation reconstruction costs are limited to $220,000.00 Federal share per property address.

ID#1 Address	**Project Cost**	**Federal Cost**	**Non-Federal Cost**
Construction Materials:	$252,064.00	$92,972.92	$159,091.08
Construction Labor:	$168,043.00	$61,982.08	$106,060.92
Fees (Not subject to CAP):	$12,500.00	$4,610.58	$7,889.42
**Pre-Award:	$500.00	$184.42	$315.58
Initial Amount:	**$433,107.00**	**$159,750.00**	**$273,357.00**
***Contingency Funds:	$0.00	$0.00	$0.00
Property Project Total:	**$433,107.00**	**$159,750.00**	**$273,357.00**

Budget Summary	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$252,064.00	$92,972.92	$159,091.08
Labor:	$168,043.00	$61,982.08	$106,060.92
Fees (Not subject to CAP):	$12,500.00	$4,610.58	$7,889.42
**Pre-Award:	$500.00	$184.42	$315.58
Initial Agreement Amount:	**$433,107.00**	**$159,750.00**	**$273,357.00**
***Contingency Funds:	$0.00	$0.00	$0.00
Property Project Total:	**$433,107.00**	**$159,750.00**	**$273,357.00**
****SRMC**			
SRMC:	$0.00	$0.00	
SRMC-Pre-Award:	$10,650.00	$10,650.00	
SRMC Total:	**$10,650.00**	**$10,650.00**	

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

NOTE: FEMA shall only pay $220,000.00 in construction costs. The Homeowner is responsible for construction costs in excess of $220,000.00. As a result, the line items in the construction budgets above shall not calculate to the exact percentage indicated. Also, Total Project Costs shall, in turn, not equal the percentage indicated.

This project has a Pre-Award, approved by FEMA in the amount of $500.00 project costs with a start date of* ***February 6, 2023*.*

****** This project has an estimated $0.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen conditions related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

***** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $0.00 in Federal funding.** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

*This project has a **SRMC Pre-Award,** approved by FEMA in the amount of **$10,650.00**, with a start date of **October 10, 2023.***

Funding Summary Totals

Federal Share:	$159,750.00	(36.884649752%)
Non-Federal Share:	$273,357.00	(63.115350248%)
Total Project Cost:	**$433,107.00**	**(100.00%)**
SRMC (100% Federal)	$10,650.00	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); and EO 11990 (Wetlands).

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present

c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with 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 (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of New Smyrna Beach

REMIT ADDRESS: 210 Sams Avenue

CITY: New Smyrna Beach STATE: Florida ZIP CODE: 32168

PROJECT TYPE: Mitigation Reconstruction PROJECT #: 4680-047-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1433

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 36.884649752%	Obligated Local Non-Federal 63.115350248%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL: $ _____

APPROVED SRMC TOTAL: $ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT: $ _____ DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of New Smyrna Beach PAYMENT #:

PROJECT TYPE: Mitigation Reconstruction PROJECT #: 4680-047-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1433

	REF NO[2]	DATE[3]	DOCUMENTATION[4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents __% completion of the project.				***TOTAL***	

[2] *Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)*
[3] *Date of delivery of articles, completion of work or performance services. (per document)*
[4] *List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.*

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF NEW SMYRNA BEACH

If you are requesting an advance, indicate same by checking the box below.

[ ] ADVANCE REQUESTED

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20___-20___ Anticipated Expenditures for First Three Months of Contract
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of New Smyrna Beach **PROJECT #:** 4680-047-R

PROJECT TYPE: Mitigation Reconstruction **CONTRACT #:** H1433

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:**

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: Contract Expiration Date:
Date Deliverables Submitted: Closeout Requested Date:

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No *(If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: ____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC):

Signature: Phone:

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:*

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: *Reviewer:* *Project Manager*

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable**.

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of New Smyrna Beach
Sub-Recipient's Name

H1433
DEM Contract Number

4680-047-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4680-047-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 170,400.00

OBLIGATION/ACTION DATE: April 27, 2026

SUBAWARD DATE (if applicable): _____

UEID/SAM#: PK4MA4NU92L5

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes mitigation reconstruction of property located at 216 North Duss Street, New Smyrna Beach, Florida 32168.

The HMGP proposed project scope of work for mitigation reconstruction of this flood-prone property shall include demolition of the existing one-story, 1,240-square-foot structure with a stem wall perimeter foundation and crawlspace underneath and reconstruct it a minimum of 2 feet above the Base Flood Elevation (BFE) in accordance with the Freeboard Value Approach for noncritical actions plus 3 feet to account for sea level rise. Appropriate means of access shall be constructed including a platform lift, allowing the homeowner to reach the newly elevated dwelling by assisted mobility device. The site shall be prepared for construction and restored upon completion with utilities and equipment reconnected and operational. The property is in Special Flood Hazard Area Zone AE where the BFE is 5 feet (NAVD88) according to the FEMA Flood Insurance Rate Map (FIRM), whereas the structure's lowest floor elevation is 4.8 feet (NAVD88) as per the FEMA Elevation Certificate. During Hurricane Ian, the home was inundated with floodwater reaching several inches high in the main living areas resulting in differential movement, minor racking, uneven settlement of the roof, and a Substantial Damage Determination. A licensed Professional Engineer assessed the property and determined that it is structurally unsound and unfit for elevation; thus, Mitigation Reconstruction is recommended. The project shall remediate structural damage and prevent flood recurrence, costly repairs, and displacement.

Any enclosed space at grade level shall have hydrostatic vents and can only be used for storage or parking only. The square footage of the newly constructed and elevated structure shall be no more than ten (10) percent greater than the original square footage. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 effective at the time of permitting, the applicable National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations. A final Elevation Certificate shall be completed for closeout to certify the structure was elevated to the required height.

Mitigation Reconstruction projects must complete an inspection prior to starting any construction, conducted by a qualified professional to demonstrate that a standard elevation is not technically feasible. A copy of the inspection report is attached.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Name	Address	Coordinates
1)	North Duss Street Residence	216 North Duss Street, New Smyrna Beach, Florida 32168	(29.02357, -80.93247)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) 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)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

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

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

(C) Equal Employment Opportunity. 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. Part 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 FR 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."

(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 C.F.R. 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 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 Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

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.

(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 C.F.R. 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient 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 Sub-recipient 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 the awarding agency.

(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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more 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.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

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 Sub-Recipient or subcontractor, _____, 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 Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- 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 included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

As used in this subsection, the term:

- "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
- "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #:		
Total Contract Amount:		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City:_____State:_____Zip: _____

Phone Number: _____

Email Address:_____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

THE CITY OF NEW SMYRNA BEACH - PUBLIC WORKS

CONSIDER THE APPROVAL OF CONTINUING SERVICE AGREEMENTS WITH BAYSIDE DREDGING LLC, KARINAS LAKEFRONT MAINTENANCE, AND ZULU MARINE SERVICES, INC. FOR ENVIRONMENTAL (DREDGING) SERVICES.

July 14, 2026

Background:

On April 7, 2026 the City issued a Request for Qualifications for Environmental Services (Dredging). Services include but are not limited to dredging, sediment removal and aquatic vegetation control services for city-owned canals, stormwater infrastructure and retention ponds. Five responses were received by the May 7, 2026 deadline. An evaluation committee met on June 17, 2026 to review the submissions and recommends continuing services agreements with the top three ranking vendors: Bayside Dredging LLC, Karinas Lakefront Maintenance, and Zulu Marine Services. Approval of these agreements will enable the Public Works Department to maintain critical stormwater/drainage infrastructure in a timely and efficient manner.

Fiscal Analysis:

Overall cost will be based on need and budget.

Strategic Plan Item:

No

Staff Report Created By: David Ray - Director - Public Works

Attachments:

RFQ 01-26-PW Environmental Services w Attachments.pdf
Evaluation Report.pdf
Proposal Bayside.pdf
Proposal Karina.pdf
Proposal Zulu.pdf
Agreement Bayside 2026 Signed.pdf
Agreement Zulu 2026 signed.pdf
Agreement Karinas 2026 Signed.pdf

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

https://www.cityofnsb.com/

RFQ 01-26-PW

ENVIRONMENTAL SERVICES

RELEASE DATE: April 7, 2026
DEADLINE FOR QUESTIONS: April 21, 2026
RESPONSE DEADLINE: May 7, 2026, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://procurement.opengov.com/portal/cityofnsb

City of New Smyrna Beach

RFQ 01-26-PW

Environmental Services

I. Public Notice .....
II. Introduction .....
III. Definitions .....
IV. General Information .....
V. Description of Services .....
VI. Minimum Qualifications .....
VII. Federal Conditions .....
VIII. Submittal Requirements .....
IX. Insurance Requirements .....
X. Required Responses .....

Attachments:
A - Public Records
B - Draft Contract
C - Draft Work Order
D - Required City Forms

I. Public Notice

RFQ 01-26-PW, Environmental Services

The City of New Smyrna Beach, Florida (the "City") is soliciting proposals from qualified and experienced contractors for dredging services.

The selected Contractor, either through in-house staff or outside consultants/contractors, will serve as a construction manager and provide all services necessary for the completion of project(s) on an as needed basis.

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, April 7, 2026
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, Florida (the "City") is soliciting proposals from qualified and experienced contractors for dredging services.

The selected Contractor, either through in-house staff or outside consultants/contractors, will serve as a construction manager and provide all services necessary for the completion of project(s) on an as needed basis.

The city makes no covenant or promises as to the number of available projects or that the firm(s) will perform any project for the city during the life of the contract. The contract does not

authorize the performance of any work or require the city to place orders for work. If made, the recommendation of award will be made to the best overall Proposer whose proposal is most advantageous to the City.

During this period, the City shall reserve the right to seek qualifications and/or proposals from other individuals or firms for specialized projects, as deemed to be in the best interest of the City.

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.

More detailed 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.

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	April 7, 2026
Deadline for Written Questions	April 21, 2026, 5:00pm

Proposal Submission Deadline	May 7, 2026, 2:00pm
Opening of Submittals (Mandatory)	May 7, 2026, 3:00pm Microsoft Teams Meeting, Call in (audio only) 786-636-1338, Phone Conference ID: 485 156 503#
Evaluation Meeting (Non-Mandatory)	May 14, 2026, 11:00am Microsoft Teams Meeting, Call in (audio only) 786-636-1338 Phone Conference ID: 117 289 574#
Recommendation of award to City Commission	May 26, 2026

III. Definitions

III.A General Definitions

The terms used in this specification are defined as follows:

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.

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, Kyle Fegley, 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

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.

"Consultant" “Proposer,” “Respondent” and/or “Vendor,” are used interchangeably, and are in reference to the person or entity submitting the response to this solicitation.

IV. General Information

IV.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.

IV.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.

IV.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.

IV.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.

IV.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 of three (3) years, with the possibility one (1) optional two (2) year extension, for a total of five (5) years.

IV.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.

IV.G Conflict of Interest

Submitted proposals shall include a completed Conflict-of-Interest Affidavit provide 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.

IV.H Due Date For Questions

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 RFQ 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, April 21, 2026. 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.

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.I Due Date For Proposals

Submittals shall be received prior to 2:00 pm on Thursday, May 7, 2026. 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.

IV.J Evaluation Meeting

Time and date of the evaluation meeting is provided in Section II.D of this document and on the city website.

IV.K 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.

IV.L 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).

IV.M 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.

IV.N 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.

IV.O 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.

IV.P 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.

IV.Q 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.

IV.R 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.

IV.S Inquiries

All questions related to this RFQ 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, April 21, 2026. 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.

IV.T 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.

IV.U 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.

IV.V 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.

IV.W 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 or suppliers liability, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused but the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contact . The city expressly reserves all rights, privileges, and benefits of sovereign immunity.

IV.X 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.

IV.Y 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.

IV.Z Opening of Proposals

Sealed proposals will remain sealed until the time of opening listed in Section II.D 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.

IV.AA 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.

IV.BB 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.

IV.CC 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, RFQ, and/or quotes and;

C. Immediate termination of any contract held by the individual and/or firm for cause.

IV.DD 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 RFQ, nor for the presentation of its bid and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

IV.EE Proposal Due Date

Submittals shall be received prior to 2:00 pm on Thursday, May 7, 2026. 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.

IV.FF 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.

IV.GG 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.HH 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.

IV.II 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.

IV.JJ 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.

IV.KK 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.

IV.LL 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).

IV.MM 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.

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 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 RFQ.

All submittals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

V. Description of Services

The objective of this solicitation is to obtain the services of consultants with the capability to Environmental Services. The Scope of services under this Contract will be unique for each project and will be identified by the City in writing prior to requesting a proposal from the Consultant.

V.A General Description of Services

The City of New Smyrna Beach, Florida (the "City") is soliciting proposals from qualified and experienced contractors for environmental services, including dredging. The intent is to contract with one or more contractors providing turnkey services related to dredging. The city makes no covenant or promises as to the number of available projects or that the firm(s) will perform any project for the city during the life of the contract. The contract does not authorize the performance of any work or require the city to place orders for work. A city issued work order be required for each project as they are assigned.

All work is to be completed in workman like manner according to best practices with special consideration to staging equipment and/or work within a right-of-way. The contractor must take extra caution when working adjacent to fences, private properties, and utilities and shall be responsible for any restoration/damage caused by the construction activity. Each project will have a scope of work that is independent and stand alone. This will be established at the time the City requests a pricing proposal from an awarded contractor for a specific project, or scope of work.

The selected Contractor(s), either through in-house staff or outside consultants/contractors, will serve as a construction manager and provide for all activities and services necessary for the completion of project(s) on an as needed basis. The selected Contractor(s) shall also provide the required and necessary supervision, labor, permitting, mobilization, site preparation, equipment, material, and transportation for each project.

Services shall include, but not limited to:

- Mechanical and hydraulic dredging.
- Shoreline restoration, sediment transport and disposal, outfall maintenance, and removal of aquatic vegetation and debris.
- Maintenance of flow and water quality in compliance with environmental standards.
- Dredging, sediment removal, and aquatic vegetation control services for city-owned canals, stormwater and retention ponds.
- The material to be dredged is unclassified and may contain silts, sand, clay, muck, rock, concrete, debris, steel cable, rope, tires, timber or other material which may have been cast overboard or sunken and may contain toxic chemicals. The Contractor shall exercise all available options for waterways, parking areas, docks, piers, boat ramps, and other associated infrastructure to remain open and accessible during dredging.
- Mowing/mulching, digging/reshaping, and/or removal of undesirable materials to allow unobstructed flow of water at each location.
- Projects may require the use of specialty equipment such as an All-Terrain Walking Excavator to access and clear.
- Bank Stabilization

- Pipe Cleaning: Remove all dirt, barnacles and foreign materials at each location up to twenty feet of pipe which is impeding the flow of storm water into the waterway. This item includes the use and placing of turbidity barriers. All outfall pipe cleaning shall include cleaning of the headwall structure 24 inches around all pipe sizes. Any additional cleaning more than 25 feet of pipe shall be pre-approved and considered as a contingency item.
- Alluvial Fan Removal: Remove sediment build up from the outfalls. This item shall be paid in cubic yards of material removed.
- Hauling and Disposing of Waste/Vegetation Material: Haul away and dispose of all waste and vegetation material from the assigned locations to an approved landfill site or a designated city site. This item includes all costs and incidentals associated with the hauling and disposal of the waste/vegetation material via a watertight truck. Materials removed from the outfalls shall be removed and disposed of according to all local and state regulations.
- Mangrove Trimming: If necessary, trim and remove mangroves when directed by the city. All tools used for trimming must be clean and free of oils. It is very important the tools are sharp for a clean cut.
- Box Culvert Cleaning (All sizes): Remove all dirt and foreign materials at the outfall and up to twenty feet of box culvert. This item includes the use and placing of turbidity barriers. Cleaning of box culverts shall include cleaning of the headwall structure 12 inches around all pipe sizes. Any additional culvert box cleaning required in excess of 25 feet shall be pre-approved and considered as a contingency item.
- Provide a timeline to include engineering services, Site surveys, Bathymetric survey after removal to determine if sediment needs further attention, and Permits (FDEP, USACE, SJWMD, Historical, etc.).
- Inspections, reporting, and cleaning of each assigned project.
- Signed and sealed as-built survey(s).

Note: Services not specifically mentioned but directly related to dredging, outfall maintenance and stormwater improvement may be added.

V.B Grant Related Projects

For grant related projects, the awarded proposer shall submit preliminary designs. Such designs will be reviewed by the Grantor prior to work being started. Regulatory reviews will be completed by the Grantor and the City at the following percentages: 25% completion, 50% completion, and 100% completion.

Should the project be grant funded. The awarded Firm will be required to:

A. Adhere to grant regulations within the grant
B. Be bound by all terms in the grant agreement

C. Be bound by all applicable and state and federal laws and regulations

D. Sign "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

E. Before and after pictures are required for all sites

F. Signed and sealed as-built drawings certifying the volume of material removed

V.C Responsibilities of Contractor(s)

Upon award and issuance of a purchase order for any project, the Contractor(s) shall be required to satisfactorily complete the project, as required by the City, which shall include, at a minimum, the following:

Coordinator of Work: The Contractor shall be responsible for maintaining communication with the designated City representative(s) working on any project. The Contractor is responsible for coordination of authorizing paperwork, project changes, problems, and any other issues on a project, and shall designate a representative to whom all items shall be directed throughout the duration and completion of each project. Should the Contractor decide that an area needs to be closed by the City, for any reason, the Contractor shall notify the City, in writing, four weeks in advance of any closure and await approval from the City before the closure.

Debris Removal and Site Restoration: The Contractor shall be responsible for removing all work-related materials, trash, and other debris upon completion of each project, unless otherwise directed by the City. All trash, materials or other debris must be legally and properly disposed of at an appropriately licensed and permitted waste facility or landfill. The Contractor shall restore the site to pre-project conditions. The Contractor shall be responsible for documenting pre-project site conditions by submitting photographs to the City representative, prior to mobilization to the site. Any site deficiencies that are not documented with such photos as existing prior to the project, shall be corrected by the Contractor, at his expense, upon completion of the contract, and before final acceptance is granted. A letter must be provided by the Contractor to the City noting the approved disposal facility that will be receiving the dredge spoils, with a valid point of contact.

Maintenance of Traffic: Contractor shall provide a Maintenance of Traffic (MOT) Plan for each assigned project/location. Contractor shall provide, install and maintain all traffic control devices, barricades, warning signs, detour signs, flagmen and any other safety devices that are necessary to protect the public and the workers as required in the FDOT Roadway and Traffic Design Standards, latest revision or as directed by the City of New Smyrna Beach Permitting Department. Failure or neglect on the part of the Awardee to comply with this requirement may constitute contract default. The Contractor shall observe traffic movements through the work site and inspect all traffic control devices on a regular basis to ensure that all devices are properly installed and functioning as intended. The cost of maintaining traffic shall be included in quotes/proposals provided for each assigned project. No additional payment shall be made. If a closure is necessary, approval from the City will be necessary prior to commencement of any dredging. Work on weekends or holidays should not be expected. The Contractor shall

demonstrate the necessity to the City and request approval, in writing, for the closure no less than four (4) weeks in advance.

Labor, Materials, & Equipment: For each project, the Contractor shall be responsible for providing all labor, materials, and equipment, including necessary barricades (type 3), message boards, etc. to perform the work required to satisfactorily complete the project. Any exceptions to this requirement must be approved, in writing, by the City, and shall be on a project-by-project basis. Means and methods of dredging shall be determined by the Contractor.

Permits: The Contractor shall be responsible for either 1) verifying that the proposed dredging can be performed under existing permits or permit exemptions, or 2) obtaining any permits that may be required for the dredging, spoils processing area/facility, and spoils disposal. If new permits or permit exemptions are required for the project, the Contractor shall include in his proposed schedule the time that is anticipated for obtaining such permits or exemptions. At no time shall the Contractor do any dredging exceeding the permitted dredge template. At no time shall any work be performed under the awarded Contract(s) without a fully executed proposal and purchase order issued by the City. Contractor shall be responsible to provide the City a certificate of completion signed off and approved by the appropriate area agency.

Personnel: The Contractor shall be responsible for compliance with all local, state and federal regulations regarding identification of all personnel and employees, including work ready or temporary employees, and sub-contracted employees or personnel.

Safety: The Contractor shall be responsible for complying with all rules, regulations, laws, codes, and ordinances regarding the protection and safety for persons and property on the site of each project, always. All materials removed by the Contractor, or any sub-contractors, from any structures or portions of structures must be removed from the site daily and properly disposed of. When any part of any project must be left incomplete, or any material remains on the property at the conclusion of the workday, it shall be the responsibility of the Contractor to secure the area to minimize hazards. The Contractor shall provide for the safety and convenience of the general public to include the protection of people and property. The Contractor shall minimize disruptions to the public and maintain city operations. The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent, unless designated otherwise in writing by the Contractor, shall be on 24- hour call and able to respond to the work site within one hour of being notified. All construction shall be subject to the requirements and safety standards of Occupational Safety and Health Administration (O.S.H.A.).

Schedule: The awarded contractor shall provide to the City a schedule of activities on a weekly basis. The contractor shall notify and receive approval by the City of any alterations or deviations in advance of the work being started. The schedule can be e-mailed to the City Representative provided that it is accurate and complete. Verbal communication alone of this scheduling will not be acceptable.

Security: The Contractor shall be responsible for providing a secure area to prevent theft, accidents, or other hazards at the project site. The work area must be restricted to the Contractor's personnel, subcontractors, the City, or his designee, and state or local inspectors.

Sub-Contractors: The Contractor shall be required to submit all proposed sub-contractors in the pricing proposal provided to the City for each prospective project. All sub-contractors must be approved by the City before performing any work on any project authorized under the awarded Contract. Failure by the Contractor to receive City approval on any sub-contractor for any project, prior to performing work, will constitute default of the requirements of the Contract, and may result in termination. The Contractor is responsible for ensuring that all sub-contractors performing work on any project are in compliance with all terms and conditions included in the awarded Contract.

Survey: Post-dredge hydrographic surveys will be conducted by the Contractor, at the expense of the Contractor, upon dredge completion, to verify that the template has been met. If the template has not been met, Contractor shall perform additional dredging to meet the template. Upon completion of additional dredging, another post project hydrographic survey will be conducted by the City's contracted approved surveyor to verify that the template has been met and will be at the expense of the Contractor. When required, the assigned Contractor shall provide as-built surveys, including existing conditions, for assigned projects. Upon completion of the assigned projects, the Contractor shall provide new as-built surveys.

Water Quality: The contractor shall be required to carry out all projects with respect to the environment, reducing overflow and limiting turbidity. The goal will be to support the natural processes and uses of the waterway.

It shall also be understood and agreed that a contractor submitting a response acknowledges the following responsibilities and requirements:

- All ditch lines must at a minimum be excavated at or below the inverted elevation of the upstream culvert pipe as well as the downstream receiving culvert pipe/structure.
- Comply with all applicable federal, state, and local laws, ordinances, rules and regulations for the proper execution and completion of the work.
- DEP rules and guidelines must be followed when performing work should mangroves be impacted.
- Turn in records for work performed and quantities removed after each project/site is completed.
- Responsible for the necessary administrative work including environmental assessment & permitting (or exemption thereof), surveying, permitting and plans as required.

V.D Restoration and Project Clean-up

The Contractor shall take every precaution to avoid damage to surrounding properties. In the event that the Contractor has caused such damage, the Contractor shall repair, replace, and/or make good on any and all claims to the satisfaction of the City and the claimant.

Clean-up on this project is extremely important and the Contractor will be responsible for keeping the work site neat and clean with debris being removed on a daily basis as the work progresses.

If project cleanliness reaches an unacceptable level in the opinion of the City, the City will notify the Contractor in writing. If the Contractor does not act to correct the situation within 24 hours in the case of general cleanliness, the City will call upon outside forces to provide the appropriate services. Cost of all such activities shall be charged to the Contractor.

All debris, trash, sediment shall be picked up, vacuumed, and disposed of properly, not blown out into the waterways, rivers or estuaries. The Contractor is required to minimize pollution to the maximum extent practicable.

V.E Reports and Documentation

A. Documentation of pre and post site conditions, dredging, disposal of dredged material, monitoring, reporting, weekly progress meetings are required by Contractor for each project. If the spoils are transported by truck, the material must be sufficiently dried or hauled in sealed trucks, such that no leakage of the dredged material will be dropped on the roads. The Contractor shall be required to comply with the Florida Department of Transportation (FDOT) and/or other applicable local, state, and federal law, rule, regulation, code, and/or ordinance regarding the transportation of materials.

B. Contractor shall provide details reports for each project assigned. Reports shall include, but not limited to:

- Percent of blockage
- Length of pipe/box to be cleaned. Any cleaning in excess of 25 feet of pipe/box shall be noted
- Estimate of waste material to be removed
- Any damage found
- Estimate cost to repair damage
- Area of Mangrove Trimming that is required
- Verify pipe size and pipe material
- Location of project
- Photographs / Video

V.F 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, Reclaimed 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, Wire 3, and Charter

V.G 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.H Federal Provisions

This contract may be used for federally funded projects; therefore, federal provisions are required and will apply if services are requested and rendered for federally funded projects. The awarded Contractor will be bound by the terms and conditions of Federally Funded Subaward and Grant Agreements between CITY and the Florida Division of Emergency Management (Division).

Regulatory Review: The awarded proposer shall submit preliminary designs. Such designs will be reviewed by the Grantor prior to work being started. Regulatory reviews will be completed by the Grantor and the City at the following percentages: (Preliminary Design - Project 25% complete - Project 50% complete - Project 100% complete).

VI. Minimum Qualifications

VI.A Minimum Qualifications

Proposers responding to this solicitation must demonstrate experience and qualifications in performing work similar in size and complexity to this project. Each Proposer 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 current telephone numbers of owners.
- Evidence of authority to conduct commercial business in the State of Florida: Provide Sunbiz report showing your company registered with an "Active" status.
- Licenses: Provide all licenses that qualify the proposer and or company for the type of work as identified herein. Website: https://dos.fl.gov/sunbiz/search/
- Bonds: Provide applicable bond documents, when required.
- Financial Capacity: The Proposer 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 the Proposer 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 proposer 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 proposer.

VI.B Licenses and Certificates

Respondents 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.

If required and/or requested, 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.

VII. Federal Conditions

Required for Federally Funded Projects. Will apply if services are requested and rendered for a disaster related project. If attached, the CONTRACTOR is bound by the terms and conditions of the Federally-Funded Subaward and Grant Agreement between CITY and the Florida Division of Emergency Management (Division).

VII.A Access to Records

The following access to records requirements apply 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.

VII.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.

VII.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.

VII.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.

VII.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.

VII.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.

VII.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.

VII.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.

VII.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.

VII.J E-Verify

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing 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 Contract term.

VII.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.

VII.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.

VII.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.

VII.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.

VII.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.

VIII. 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.

VIII.A 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.

- Cover page with company logo
- Table of contents
- Tab 1: Introduction and Executive Summary
- Tab 2: Project Approach/Management
- Tab 3: Experience and Qualifications
- Tab 4: References, Financial Stability/Ligation, and Acceptance of Conditions
- Tab 5: City Required Forms and Documentation

Any portions of the proposal that do not comply with these guidelines or contain variances may be considered non-responsive. Confidential, proprietary information or trade secrets should be marked "Confidential" and uploaded in the proper area of Section XII of this document.

Proposals are a representation of the consultant and shall be submitted in a professional manner.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the bid. However, proposals which contain such variances may be considered non-responsive.

VIII.B Evaluation Committee and Evaluation Factors

A committee of city employees shall evaluate and rank each submittal based on information provided.

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.

The evaluation criteria may be modified for the oral presentation portion of the evaluation.

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 POSSIBLE POINTS

Project Approach / Management 30

Experience and Qualifications 35

Equipment 35

TOTAL POSSIBLE POINTS 100

VIII.C Tab 1: Introduction and Executive Summary

Provide an introduction and management summary of not more than two (2) pages that highlight each of the key areas of the proposal and that summarizes the Proposer's experience and qualifications as to why their firm shall be selected.

Executive summary shall be signed by a corporate officer or principal, or an authorized representative of the prime 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 prime consultant or joint venture 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.

- Cover page that represents the firm that is submitting a proposal.
- A brief profile of the firm which should include their legal name (former name, if applicable); history; business structure; designation of the legal entity by which business operates (sole proprietor, partnership, corporate, LLC, etc.); type of ownership (small business, small disadvantaged business or women-owned business); length of company's existence; locations of their parent company, branch or subsidiary and proposed project team; total number of personnel including personnel by discipline
- Number of years in business, including operation under other firm names, providing services similar to those described herein.
- Number of years in business in the State of Florida.

Provide evidence the proposer maintains a permanent place or places of business and have adequate equipment, finances, and personnel to provide the specified services. This evidence shall include, but not be limited to the following items:

- A list of current contracts, their value, and a contact person with each firm
- At least three references who can verify work of a similar nature done by your firm in the last three years
- Name, address, phone number, and contact person of your surety
- Name, address, phone number, and contact person of your insurance company and a list of job-related losses that have been paid out in the last three years
- List of owned and/or leased equipment available for use on this award
- List of key personnel and a brief summary of their qualifications.

VIII.D Tab 2: Project Approach / Management

At a minimum shall include:

State your typical project management procedure from project inception through completion.

A. Approach to be taken with working with the City of New Smyrna Beach
B. List any innovative approaches or techniques your firm has implemented to ensure project schedule adherence.
C. Discuss your firm's cost estimating procedure and how you integrate new ideas or methodologies to assist your client in achieving a cost-effective project.
D. Examples of detailed reports and documentation that would be made available to the City.
E. Competitive advantage: A summary of key elements that differentiate your proposed approach, company, customers, etc., from your competition.
F. Discuss why your firm is a fit for the City and why your firm should be selected.
G. Provide timeline from conception to completion of project(s)

VIII.E Tab 3: Experience and Qualifications

At a minimum shall include:

Organizational Profile/staff charts: State the size of the organization including breakdown of the number of employees by job classification, including prime & sub consultants. The chart should specifically relate to the staff or team for this project including prime and sub-consultants.

- Number of years in business, including operation under other firm names, providing services similar to those described herein.

- Number of years in business in the State of Florida.

Project Team:

- Prime Consultant: Professional staff (name, project role, business address, phone number, and e-mail address) including job skills, education (degree and specification), professional training, total years of experience, total years of experience with current firm, professional registration, and other professional qualification. The respondent shall state the percent of prime's business performed by their sub consultant.
- Sub consultants: Same as above including number of years of experience working with the respondent, percent of sub consultant's business performed for prime and past relationships. List what services they will provide, the sub-consultant's qualifications in providing such services, firm location, and anticipated frequency of use.

Include: Provide resumes of all individuals listed on organizational chart that will have direct role in the performance and supervision of contract.

Copies of all applicable license(s) for the organization as well as for each individual that will have a direct role with this project.

Eligibility: Federal, State and Local licensing requirements shall apply.

VIII.F References

At a minimum, submittals shall include five (5) written letters in total from current and/or previous agencies that have contracted with the respondent to perform a scope of work of equal or greater value and scope as described herein. References shall be within the last five years of the project being completed or in process. Letters shall include project owner name, point of contact information, date(s) of service, and project information.

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).

VIII.G Financial Stability/Litigation

Respondent shall 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.

Upon request, all respondents shall be prepared to supply a financial statement, preferably a certified audit, but a third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted.

VIII.H Acceptance of Conditions

Provide a statement indicating any exceptions to the general terms and conditions, insurance requirements or any other requirements listed in this solicitation document. If there are no exceptions, upload a statement stating there are no exceptions.

VIII.I City Required Forms and Documentation

City Required Forms: Upload as one (1) PDF document, completed City required forms provided in the Attachment Section of this document. Including signed addendums, if applicable.

It is important to note that additional forms may be required as projects are assigned.

Documentation: Upload copies of active registration for Sam.Gov and Sunbiz.

- Sam.Gov: Upload as one (1) PDF copy of active registration on Sam.Gov as this a requirement when projects federal funds are utilized.
- Sunbiz: Upload as one (1) PDF copy of active registration on Sunbiz.com (Search Records - Division of Corporations - Florida Department of State).

IX. Insurance Requirements

IX.A Insurance Requirements

The Contractor shall maintain and carry in full force during the Term the insurance required herein. Upon the City's notification, the Contractor shall furnish to the City, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below.

Regardless of the type and limit, the City of New Smyrna Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of New Smyrna Beach, 210 Sams Avenue, City of New Smyrna Beach, Florida, 32168 as the certificate holder, must appear on the certificate of insurance.

A. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 per occurrence for bodily injury and property damage, Products & Completed Operations with minimum limit of $1,000,000, Personal and Advertising Injury with minimum limit of $1,000,000.

B. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $1,000,000 per person and $1,000,000 per occurrence.

C. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Must include Employers' Liability with a minimum limit of $100,000 each accident, Disease each employee minimum limit of $100,000, Disease policy limit of $500,000. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

D. Pollution Liability Insurance must be afforded for Bodily Injury and Property Damage of not less than $1,000,000 each claim.

E. Professional Liability Insurance including Errors and Omissions with minimum limits of $1,000,000.00 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage," Consultant/Firm may submit annually to the City a current Certificate of Insurance proving claims made insurance remains in force throughout the same (3) year period.

   - Notes: 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

IX.B Insurance Coverage

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor.

Note: City of New Smyrna Beach, Florida contract number and title must appear on each certificate of insurance.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

A. The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Management Division.

B. Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance

notice to the certificate holder and any additional insureds. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the City.

C. Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.

D. Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after City notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

E. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the City. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

IX.C 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.

X. Required Responses

X.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

X.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

X.C Title of Position and Company Name*

Please provide the title of the Prime Proposer and company name of the organization.

*Response required

X.D Employer Identification Number**

Please provide the Employer Identification Number.

*Response required

X.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 one hundred eighty (180) 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

X.F Agreement*

Proposer acknowledges, that the selected Respondent(s) shall be required to sign a standard City contract within fourteen (14) days of Notice of Selection for Award.

☐ Please confirm
*Response required

X.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

X.H Acknowledgment of Insurance Requirements*

By submitting a response to this solicitation, the Proposer acknowledges the required insurance conditions listed herein.

The proposer shall be required to submit their Certificate(s) of Insurance to the City of New Smyrna Beach no later than 24 hours following the selection of the recommended consultant(s). Failure to do so shall be just cause for forfeiture of the proposal guaranty.

☐ Please confirm
*Response required

X.I Conflict of Interest Disclosure*

PROJECT NUMBER: 01-26-PW - Environmental Services

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

X.J Complete Copy of Proposal*

In order to maintain comparability and to facilitate the review process, it is requested that proposals be organized in the manner specified below and uploaded as one (1) document:

- Cover page with company logo
- Table of contents
- Tab 1: Introduction and Executive Summary
- Tab 2: Project Approach/Management
- Tab 3: Experience and Qualifications
- Tab 4: References, Financial Stability/Ligation, and Acceptance of Conditions
- Tab 5: City Required Forms and Documentation. Including signed addendums if applicable.

Any portions of the proposal that do not comply with these guidelines or contain variances may be considered non-responsive.

*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.

RFQ 01-26-PW: Environmental Services
Company name

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, 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 RFQ 01-26-PW, Environmental Services, **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 three (3) years from the date of the award. After the initial term, and upon consent of both parties, this Agreement may be renewed administratively under the same terms and conditions for one (1) optional two (2) year period. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled RFQ 01-26-PW, Environmental Services, 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 CONTRACTOR 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 Consultant:

A. City Advertised Bid with Addendums
B. Award Bid Proposal w Required City Forms
C. 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 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, with:

For City:

Sharon Taylor-Harding, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2631

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.

[SIGNATURE PAGE TO FOLLOW]

DRAFT

RFQ 01-26-PW: Environmental Services
Company name

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**
_____	_____
Sharon Taylor-Harding, 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, Esq, City Attorney

Date: _____

DRAFT

CITY OF NEW SMYRNA BEACH
210 SAMS AVENUE • NEW SMYRNA BEACH, FLORIDA 32168
386-410-2600 • WWW.CITYOFNSB.COM

WORK ORDER NUMBER:_____DATE: _____, 2026

PROJECT: _____

CONTRACTOR/CONSULTANT:_____

MASTER AGREEMENT #:_____ CONTRACT TERM DATE: _____

AGENDA ITEM:_____ COMMISSION MEETING DATE: _____

Execution of this Work Order by the City of New Smyrna Beach, FLORIDA (the "City") shall serve as authorization for CONTRACTOR/CONSULTANT (the "Contractor") to proceed with the provision of goods and/or services and/or work in connection with the above project (the "Project"), and as referenced in the Master Agreement (referenced above) and listed in the documents that are attached hereto and incorporated herein by this reference (collectively the "Work").

Contractor shall provide or complete the Work to, or for the benefit of, the City pursuant to the terms of this Work Order and any attachment(s) hereto (collectively the "Work Order").

All services, programs and activities of the City are offered and solicited without regard to race, color, national origin, age, sex, religion, disability or family status in accordance with the City's Title VI Nondiscrimination Policy, Plan and Procedures.

ATTACHMENTS:

[ ] EXHIBIT A: SCOPE OF SERVICES
[ ] EXHIBIT B: PROJECT STATUS REPORT
[ ] EXHIBIT C: RATE SCHEDULE
[ ] EXHIBIT D: INSURANCE CERTIFICATE/ENDORSEMENTS
[ ] OTHER

The CONTRACTOR shall provide said services pursuant to this Work Order, its attachments, and the above-referenced Master Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Master Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The Work shall be completed within _____days after the date of the execution of this Work Order by the City, provided, however, if a notice to proceed is required pursuant to any of the attachments hereto or the underlying contract, then _____ days after the date of issuance of a notice to proceed by the City.

COMPENSATION: The City shall compensate Contractor a fixed fee in the amount of $_____ (the "Fee") for the Work required to be performed by Contractor pursuant to the terms of this Work Order. Contractor shall perform all Work and provide all associated goods as required by the terms of this Work Order. In no event, shall Contractor be paid more than the Fee set forth above. Payment of the Fee shall be in accordance with to the method described in the City's terms and conditions listed on the City website OR in accordance with the terms and conditions set forth herein or in the underlying contract.

It is expressly understood by the CONTRACTOR That this Work Order, until executed by the CITY, does not authorize the performance of any services by the CONTRACTOR and that the CITY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONTRACTOR to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the CITY.

INSURANCE: If the Contractor maintains broader insurance coverage and/or higher limits than the minimums the City requires to be maintained, then City shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

The **Effective Date** of this Work Order shall be the date of execution by the City of New Smyrna Beach, Florida.

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**
_____	_____
Sharon Taylor-Harding, City Clerk	Fred E. Cleveland, Mayor
	Date: _____

DRAFT

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

_____
Carrie Avallone, Esq, City Attorney

Date: _____

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on this ___ day of _____, 2026 under Agenda Item No._____.

DRAFT

City of New Smyrna Beach

Bid/Proposal Response

Title of Project Name: **Environmental Services**

Project ID: **RFP 01-26-PW**

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: Acknowledgement of Smoke Free Workplace	
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.Gov Active Registration	

City of New Smyrna Beach

RFQ 01-26-PW: Environmental Services

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 #:	RFQ 01-26-PW
BID TITLE:	Environmental Services

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
City, State, Zip Code	Authorized to transact business in Florida Yes or No
Telephone No.	State of Florida Department of State Certificate of Authority Document 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
SUPPLIER/VENDOR REGISTRATION FORM

TO BE COMPLETED BY THE SUPPLIER/VENDOR
Please allow 3-5 days for processing

(Please type or print clearly)

Once completed: Email this form and the below documents to: VendorSummaryForms@cityofnsb.com

1. **Completed and current, w9**
2. **Proof of active filing on Sunbiz.org (Division of Corporations)**

♦ **COMPANY / CONSULTANT / INDEPENDENT CONTRACTOR / INDIVIDUALS NAME: (as reported to the IRS)**			
♦ Mailing Address:	City:	State:	ZIP:
♦ Corporate Address: (if different)	City:	State:	ZIP:
♦ Billing/Remit to Address: (invoicing)	City:	State:	ZIP:

♦ Company Main/Direct Phone Number: _____

♦ Contact Phone Number for Accounting Department: _____

♦ Email Address for Accounting Department: _____

♦ Federal Employer Identification No. (FEIN): _____

♦ Type of Service or Commodity: _____

Does your company accept credit cards as a payment method? Check one: Yes No

If yes, what is the convenience fee amount: _____

Signature of Person completing Profile:

Printed Name:		Date:	

Name of person or department you are working with at the City of New Smyrna Beach:

To be completed by the City of New Smyrna Beach

Vendor #: _____ Entered by: _____

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 forgoing 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 **RFQ 01-26-PW, Environmental Services.**
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 _____ 2026.

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**

Required Form: Designated List of Subcontractors TB
RFQ 01-26-PW: Environmental Services

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.

Notice of intent to award
June 4, 2026

Notice of Intent to award is hereby posted and subject to final award by Commission.

Any actual bidder, proposer, or contractor who is aggrieved in connection with the notice of intent to award a contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of the advertised solicitation or any applicable provision of law by the officers, agents, or employees of the City, may file a protest with the Purchasing Manager at purchasing@cityofnsb.com.

Solicitation Number	RFP 01-26-PW	**Solicitation Title:**	Environmental Services
Number of Responses Received:	5	**Proposals Submitted:**	• Bayside Dredging • Enercon Services, Inc. • Karinas Lakefront Maintenance • Turquoise America • Zulu Marine Services, Inc.

Type of Contract: Continuing contract with one or more contractors providing turnkey services related to dredging services. Selected Contractors, either through in-house staff or outside consultants/contractors, will serve as construction manager and provide all services necessary for the completion of project(s) on an as needed basis.

Contract Term: Contract period of three (3) years, with the possibility of one (1) optional two (2) year extension, for a total of five (5) years.

Evaluation Ranking:

- **Bayside Dredging, LLC** **96.67**
- Enercon Services, Inc. 74.00
- **Karinas Lakefront Maintenance** **85.00**
- Turquoise America 71.67
- **Zulu Marine Services, Inc.** **90.67**

Recommendation of Award, Three Top Ranked Firms: Bayside Dredging LLC, Karinas Lakefront Maintenance, and Zulu Marine Services.

City of New Smyrna Beach
Purchasing
Janet Vivian, Purchasing Agent
210 Sams Avenue, New Smyrna Beach, FL 32168

EVALUATION TABULATION

RFP No. 01-26-PW

Environmental Services

RESPONSE DEADLINE: May 7, 2026 at 2:00 pm

Report Generated: Wednesday, June 17, 2026

SELECTED VENDORS

VENDORS RECOMMENDED BY THE EVALUATION PROCESS

Vendor	Location
Bayside Dredging LLC	Clearwater, FL
Karinas Lakefront Maintenance	Casselberry, FL
Zulu Marine Services, Inc.	Darien, GA

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Bayside Dredging LLC	Enercon Services, Inc	Karinas Lakefront Maintenance	Turquoise america	Zulu Marine Services, Inc.
Public Records	Pass	Pass	Pass	Pass	Pass
Company Name and Address	Pass	Pass	Pass	Pass	Pass
Title of Position and Company Name	Pass	Pass	Pass	Pass	Pass
Employer Identification Number*	Pass	Pass	Pass	Fail	Pass
Proposer's Certification	Pass	Pass	Pass	Pass	Pass
Agreement	Pass	Pass	Pass	Pass	Pass

Question Title	Bayside Dredging LLC	Enercon Services, Inc	Karinas Lakefront Maintenance	Turquoise america	Zulu Marine Services, Inc.
Potential Conflict of Interest	Pass	Pass	Pass	Pass	Pass
Acknowledgment of Insurance Requirements	Pass	Pass	Pass	Pass	Pass
Conflict of Interest Disclosure	Pass	Pass	Pass	Pass	Pass
Complete Copy of Proposal	Pass	Pass	Pass	Fail	Pass

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Project Approach/Management	Points Based	30 *(30% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Experience and Qualifications	Points Based	35 *(35% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Equipment	Points Based	35 *(35% of Total)*

Description:

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
Bayside Dredging LLC	97	95	98	**96.67**
Zulu Marine Services, Inc.	80	95	97	**90.67**
Karinas Lakefront Maintenance	74	87	94	**85**
Enercon Services, Inc	65	73	84	**74**
Turquoise america	73	61	81	**71.67**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Project Approach/Management Points Based 30 Points (30%)	Experience and Qualifications Points Based 35 Points (35%)	Equipment Points Based 35 Points (35%)	Total Score (Max Score 100)
Bayside Dredging LLC	30	31.7	35	**96.67**
Zulu Marine Services, Inc.	28	27.7	35	**90.67**
Karinas Lakefront Maintenance	25	31.3	28.7	**85**
Enercon Services, Inc	25.3	30.3	18.3	**74**
Turquoise america	25.7	26.7	19.3	**71.67**

INDIVIDUAL PROPOSAL SCORES

Bayside Dredging LLC

Project Approach/Management | Points Based | 30 Points (30%)

Evaluator 1: 30

Truly turnkey organization with engineering and design capabilities to provide qualified/experienced personnel equipped with the necessary tools to perform either hydraulic or mechanical dredging. Added benefit of providing all facets "in house" for a comprehensive approach.

Evaluator 2: 30

All field work is kept in house. They team up with YBE Consulting for permitting, documentation, etc. Provide and detailed schedule, including daily logs.

Evaluator 3: 30

good approach and overall timeline ability for projects. Inhouse workforce.

Experience and Qualifications | Points Based | 35 Points (35%)

Evaluator 1: 32

Firm is relatively new but bring a tremendous amount of experience in the same sector from prior marine & dredging related organizations. Like that they are budget conscientious..

Evaluator 2: 30

Founded in 2022. Well qualified management team has been working together 14+ years (came from same company). YBE was established in 2016. Multiple local projects completed or ongoing.

Evaluator 3: 33

Plenty of exp and qualified staff. Do not use subs. All staff is hired by Bayside for physical work. Permitting they use YBE which is local and headquartered in Edgewater.

Equipment | Points Based | 35 Points (35%)

Evaluator 1: 35

They have an extensive inventory of equipment on hand even customizing such for specific projects providing control of the construction efforts.

Evaluator 2: 35

Long list of equipment. Includes information on custom built dredges for hydraulic and mechanical dredging.

Evaluator 3: 35

Full list of equipment to get any job done. Primarily for dredging and stabilization and invasive removal

Enercon Services, Inc

Project Approach/Management | Points Based | 30 Points (30%)

Evaluator 1: 26

Approach is good with team management, updating schedules, continuously tracking progress, cost control, etc.

Evaluator 2: 25

Enercon manages projects by coordinating a network of subcontractors. For each project, they develop a task specific plan. Proposal shows a good overview of their methodologies.

Evaluator 3: 25

Overall decent approach. They will handle all aspects of the project from permitting to bringing in their subs to final completion.

Experience and Qualifications | Points Based | 35 Points (35%)

Evaluator 1: 32

Well rounded staff with a diversity of project aspects, permitting, geotechnical investigation, modeling, design, archaeologist, etc.

Evaluator 2: 30

Founded in 1983, been in Florida for 39 years. Focus is permitting and project management. Key personnel have good experience.

Evaluator 3: 29

Since 1983 and over 2300 employees. They oversee the permitting and regulatory portion and will hire subcontractors to do the actual work in the field.

Equipment | Points Based | 35 Points (35%)

Evaluator 1: 7

The firm does have a comprehensive approach which includes construction management and inspection but did not see an inventory or list of construction related equipment.

Evaluator 2: 18

No in-house equipment listed. Uses subcontractors for equipment.

Evaluator 3: 30

Equipment provided by their subs.

Karinas Lakefront Maintenance

Project Approach/Management | Points Based | 30 Points (30%)

Evaluator 1: 22

Decent general approach with high pressure system and drone oversight.

Evaluator 2: 25

Detailed plan and approach to the project. Good plans for RFP and putting into action. Weekly reports and post completion reports. Dredging is subbed to Paragon.

Evaluator 3: 28

Good approach. Like that work will begin within 5 days. Will have the use of subcontractors. Weekly and post reports

Experience and Qualifications | Points Based | 35 Points (35%)

Evaluator 1: 25

IMP Plan lays out protocol for project approach surveying, MOT, engineered plans, etc. Didn't see much reference to agency permitting.

Evaluator 2: 35

Company was founded in Florida in 2012. The team has quality experience, most have been with Karinas 5+ years. Good list of current contracts.

Evaluator 3: 34

Been in business for 14 years. Good experience in all sorts of jobs for dredging, pipe cleaning, bank stabilization.

Equipment | Points Based | 35 Points (35%)

Evaluator 1: 27

Adequate in-house equipment otherwise heavy equipment relied upon lease. Sufficient equipment to perform primarily lake & pond maintenance.

Evaluator 2: 27

Good list of equipment

Evaluator 3: 32

Basic general equipment. All heavy equipment needed would be rented from a local vendor. Partners with Paragon for dredging equipment.

Turquoise america

Project Approach/Management | Points Based | 30 Points (30%)

Evaluator 1: 27

The five phase framework approach to projects seems productive, effective and provides a thorough understanding of the required outcome. Good program management approach with single access contact person.

Evaluator 2: 25

Five phase project management is well laid out. Good overview of hydraulic and mechanical dredging methods, along with sediment removal and restoration services.

Evaluator 3: 25

Decent Approach. Laid out for each specific job the city would ask. Providing weekly reports.

Experience and Qualifications | Points Based | 35 Points (35%)

Evaluator 1: 31

Experienced tea members that understand accountability for overall project requirements in a cost effective manner. Well balanced with administrative capabilities and construction management throughout the project cycle.

Evaluator 2: 18

Information on experience and qualifications is limited. Proposal speaks to public sector coordination, compliance, and oversight, but not very detailed.

Evaluator 3: 31

They would be the GC for any project that would come up. Overall experienced staff. They have subcontractors that they have under contract for the physical work.

Equipment | Points Based | 35 Points (35%)

Evaluator 1: 15

Did not see an equipment list although the firm appears to readily have access to the needed dredging equipment to accomplish dredging, handling and disposal of dredged material.

Evaluator 2: 18

No list of equipment, uses subcontractors. References "maintain access to specialized equipment and resources ..."

Evaluator 3: 25

Did not show. All equipment is provided by subcontractors.

Zulu Marine Services, Inc.

Project Approach/Management | Points Based | 30 Points (30%)

Evaluator 1: 25

The approach of allocating one point of contact provides a "go to" person who is familiar with the project and can provide uniform communication with the City is a plus. This along with online Project Management Portal keeps the client engaged with the project progress. Individual site assessment is thorough for each project to determine constraints, permitting, access for hauling, environmental impacts, etc. through site restoration.

Evaluator 2: 30

Very well laid out plan and approach. Gives a detailed timeline for their project plan. Speaks to both mechanical and hydraulic dredging.

Evaluator 3: 29

Good approach and laid out plans. Thorough plans for cost estimating on each job. I like the app that they would be using to allow city to follow along with the project.

Experience and Qualifications | Points Based | 35 Points (35%)

Evaluator 1: 20

The firm provides four Divisions with an array of dredging, debris removal, shoreline and marine related services which is good to have expertise in each field. The firm seemingly has in-depth experience field personnel and dredging capabilities but did not expand upon or provide reference to design and permitting experience and capabilities.

Evaluator 2: 30

Founded in 2006. Most of the team (other than COO) have not been with Zulu long, but all have good experience. Good list of projects, both current and past.

Evaluator 3: 33

Been in business since 2006 based out of Georgia, but have the sunbiz in FL. Plenty of contracts and experience. Cover everything from dredging to mapping to docks and piers.

Equipment | Points Based | 35 Points (35%)

Evaluator 1: 35

The firm has a variety of equipment on hand for various dredging operations (mechanical & hydraulic) along with transporting material, drones and safety being a priority is a valued commitment.

Evaluator 2: 35
Long list of equipment (2 pages)
Evaluator 3: 35
Plenty of equipment for any job.

BAYSIDE DREDGING

12924 49th St. N Clearwater, FL 33762

Tel: 727.436.5044

Fax: 727-436-5003

www.baysidedredging.com

BAYSIDE DREDGING

12924 49TH ST N • CLEARWATER, FLORIDA 33762

OFFICE (727) 436-5044 • FAX (727) 436-5003 • www.baysidedredging.com

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5. Tab 5: City Required Forms and Documentation

BAYSIDE DREDGING

12924 49TH ST N • CLEARWATER, FLORIDA 33762

OFFICE (727) 436-5044 • FAX (727) 436-5003 • www.baysidedredging.com

Tab 1

Introduction and Executive Summary

BAYSIDE DREDGING

12924 49TH ST N • CLEARWATER, FLORIDA 33762

OFFICE (727) 436-5044 • FAX (727) 436-5003 • www.baysidedredging.com

May 5, 2026

Introduction & Executive Summary

Bayside Dredging LLC was founded in 2022 and is a fully licensed, insured, and bondable (25M+) certified marine specialty contractor (SCC#131152825) capable of handling all environmental restoration, stormwater management, marine engineering, permitting, and dredging needs. The principles of Bayside Dredging LLC are Bret Sapp, John Schamp, Kevin Davis, and Garrett Ceslok. Bayside Dredging has created a company that combines their engineering knowledge and dredging experience to cut down time and costs from start to finish, while maintaining the highest quality of work. Based out of Clearwater, we perform work all over the state of Florida.

Bayside Dredging owners have over 60+ years of experience in the hydraulic and mechanical dredging industry. With each of Bayside Dredging's partners starting with 12+years of experience from our previous employer, Gator Dredging, we've managed to hit the ground running without skipping a beat. Our engineering and design team have come up with innovative ways to complete projects with little to no access or little to no dewatering areas and still finish under budget. Our operations and management team have decades of experience with the use of dewatering bags and polymer as well. Our custom-built environmentally friendly dredges are designed to meet the projects' needs and goals while not impacting natural resources, in-water structures, or private/ public property during the process. Every job is different depending on the access, dewatering area, and material type, but we have both hydraulic and mechanical methods to get the job done efficiently.

Our hydraulic method specifically allows us to dredge long stretches of water, such as canals or other narrow bodies of water, with almost zero or very limited access to offload the material. We're able to run our temporary dredge hoses through the side of private/public properties that provide as little as 3ft of access from front to back. A hose runs from our dredge out to our watertight dewatering trucks on the road. The dredge material gets hydraulically pumped into our watertight dewatering trucks, where the material settles, and the clean effluent water gravity flows back out to the dredge area. The watertight dewatering trucks have been fabricated and designed by the Bayside Dredging welding and design team with a weir system that allows the dredge material to settle and effluent water discharging through a temporary return dredge hose back out to the dredge area. This process is minimally invasive and allows us to dredge thousands of feet while we move hoses down from property to property roughly every 1,500ft.

Our mechanical method is designed with a minimal draft water barge that stages a excavator and hopper container. The barge drafts a minimal 2.5ft which allows us to mechanically dredge canals, lakes, ponds, and other dredge locations that are very shallow at the start of the project. We're able to dredge with our excavator staged on the barge to a depth of 12ft, which is usually more than sufficient for most dredge projects. We dig the dredge material, spin, and place the material in a hopper container within the barge. Once the barge is full, we then push the barge to land to be offloaded directly into our watertight dewatering trucks. The material is then hauled offsite to the designated disposal site.

BAYSIDE DREDGING

12924 49TH ST N • CLEARWATER, FLORIDA 33762

OFFICE (727) 436-5044 • FAX (727) 436-5003 • www.baysidedredging.com

Our stormwater methods can include both options above but sometimes the work must be done by hand. We've cut our teeth with our hand dredging method for over 20 years and have improved efficiency from our years of experience. From the customized equipment we use to the means and method we use it, there were thousands of hours of trial and error that got us to this point. We currently have multiple stormwater piggy-back contracts with cities and counties all over the state of Florida. With the recent hurricanes, restoring stormwater capacity and functionality is at an all-time high. Over 50% of our revenue is collected from cleaning stormwater boxes, pipes, canals, and ditches.

Bank restoration is another facet of our capabilities. Bank restoration projects are becoming more prevalent within dredging bids as they usually go hand and hand. Eroding banks fill in the canals or ponds which leads to both services being needed. Bank restoration provides reduced property loss, improved water quality, lowers flood risks, and enhances recreation and aesthetics. Here at Bayside, we have the means and methods to do both aspects simultaneously which will save time and money.

Even though Bayside Dredging is a relatively new company, our work and reputation reflects the standards of a well-established operation. Backed by an experienced team with decades of knowledge, a large inventory of dredging equipment, and some of the industry's top operators, we're equipped to handle projects of any size and complexity.

Thank you for your consideration.

BAYSIDE DREDGING LLC

Bret Sapp

President

List of Current Contracts

2026 Contracted Projects	Contract Value	Contact Information
City of New Smyrna Beach-Dredging Services	$ 4,136,100.00	David Ray #386-527-6657
Tampa Yacht and Country Club	$ 537,000.00	Ryan Smith #727-215-2818
City of Lighthouse Point	$ 1,800,000.00	Dewain Akerblom #954-868-4429
ELS Marinas	$ 1,542,000.00	Joe Foster #239-572-0045
Bonita Beach Club	$ 299,000.00	Chester Young #239-872-9322
Manatee County-Mult Stormwater Canal Project	$ 846,000.00	Ken Kohn #941-708-7450, x7254
Sanibel Stormwater Projects	$ 502,000.00	Scott Krawczuk #239-533-5939
Marine Max-Sr Pete	$ 255,000.00	Cody Senn #352-431-9059
City of Winter Park	$ 125,000.00	Shannon Monahan #407- 599-3260
City of Madeira Beach-John Pass Dredging	$ 1,300,000.00	Megan Wepfer #727-543-8154
Pinellas County-Drew St Pond	$ 375,000.00	Rob Burnes #727-269-7227
Brevard County-Riverside Canal	$ 439,000.00	Beb Sebastin #321-482-7970
City of Clearwater-Stormwater Canal Dredging	$ 750,000.00	Edward Wilmes #727-294-3170
Naples Bay Marina	$ 368,000.00	Elizabeth Cecchini #239-643-0166
City of Edgewater	$ 799,000.00	Miron Miguel #386-444-6035
City of Pinellas Park	$ 954,000.00	Dylan Luje #727-369-5640
Residental Clients	$ 2,237,000.00	upon request
total	**$ 17,264,100.00**	

BAYSIDE DREDGING ASSET LIST - REVISED 3/23/2026				
Asset#	Year	Type	Description	PURCHASE DATE
010	2026	Dump Truck	Kenworth T880 Dump Truck	7/29/2025
011	2025	Dump Truck	Kenworth T880 Dump Truck	11/21/2024
012	2020	Dump Truck	Kenworth T880 Dump Truck	9/4/2024
O13	2017	Dump Truck	Kenworth T880 Dump Truck	8/9/2022
O14	2017	Dump Truck	Kenworth T880 Dump Truck	8/9/2022
O15	2017	Connex - Multi Door 40"	Kenworth T880 Dump Truck	8/9/2022
016	2024	Dump Truck	Peterbilt 567 Dump Truck	8/17/2023
017	**2026**	**Dump Truck New 2026**	**Kenworth T880 Dump Truck**	**3/20/2026**
419	2022	Pick-up Truck	Ram 2500 Crew Cab	11/30/2022
420	2022	**Pick-up Truck**	Ram 3500 Crew Cab	4/24/2023
421	2023	**Pick-up Truck**	Ram 3500 Crew Cab	11/14/2023
422	2024	Pick-up Truck	Ram 3500 Crew Cab	12/28/2023
423	2025	Pick-up Truck	Ram 2500 Crew Cab	9/8/2025
424	2025	Pick-up Truck	Ram 2500 Crew Cab	9/8/2025
425	2025	Pick-up Truck	Ram 2500 Crew Cab	11/6/2025
564	2017	Box Trailer	2017 Arising 7 x 16 Box Trailer	8/9/2022
570	2012	Box Trailer	2012 Freedom 8.5 x 24 Box Trailer	8/9/2022
573	2021	Box Trailer	2021 Arising 8.5 X 18 Cargo	8/9/2022
574	2023	Box Trailer	2023 Arising 8.5 X 24TA Cargo	5/25/2023
575	2021	Box Trailer	2021 LDTL Dump Trailer	3/21/2024
627	2009	Boat Trailer	2009 Oquawka Boat Trailer	8/9/2022
632		Boat Trailer	20' Hanko Boat Trailer AL Slideon	8/9/2022
633	2021	Utility Trailer	7X16 Black Triple Crown Trailer	1/16/2024
634	2017	Boat Trailer	2017 Magic Tilt Boat Trailer	12/3/2024
635	2014	Boat Trailer	2014 OBFB Oquawka Trailer	1/25/2025
636	2025	Boat Trailer	2025 Nationcraft 7' X 16' TA 10 GVWR	4/30/2025
637	2025	Boat Trailer	2025 Nationcraft 7' X 16' TA 10 GVWR	4/30/2025
638	2008	Boat Trailer	2008 Magi Trailer for Hanko - Louise	9/4/2025
639	2026	Boat Trailer	2026 McClain Trlr for Lng Bch Cstm Boats - Paula	9/3/2025
639	2022	Boat Trailer	2022 Mid American 665 Lbs	11/17/2025
639	2023	Gooseneck Trailer	2023 Texas Pride Trailer (Gooseneck)	2/21/2023
639	2023	Gooseneck Trailer	2023 Texas Pride Trailer (Gooseneck)	5/12/2025
824	2021	Excavator	2021 Volvo EC250ELR 72: Ditch Bucket	9/29/2023
825	2023	Excavator	2023 Volvo ECR58F Long Arm Ditch Bucket	12/28/2023
826	2024	Excavator	2024 Volvo ECR58F Long Arm Ditch Bucket	4/2/2024
827	2024	Excavator	2024 Volvo EC250ELR 48" bkt	12/16/2024
828	**2023**	**Excavator NEW**	**2023 Volvo EC250ELR 60" bkt**	**3/12/2026**
901	2017	**Light Tower**	2017 Magnum Pro Model: MLT3060 65KW	10/26/2023
1034	2022	**Boat Engine**	Boat Engine on Boat #1313	8/9/2022
1051		**Boat Engine**	225 HP on Boat #1324	8/9/2022
1052	2024	**Boat Engine**	90 HP on Boat# 1328	2/10/2025
1053	2024	**Boat Engine**	DF150ATX5 Suzuki Boat Motor	4/10/2024
1054	2025	**Boat Engine**	DF150ATX Suzuki Boat Motor	7/23/2025
1055	2025	**Boat Engine**	DF90ATL5 Suzuki Boat Motor - on the Hanko	3/24/2025
1210	2014	Forklift	2014 JLG Variable Reach G9-43A	8/9/2022
1324	2009	**Boat**	Oquawka - 26'	8/9/2022
1328		**Boat**	20' Hanko Skiff	8/9/2022
1329	1985	**Boat**	1985 16' Bass Aluminum Steel Hull	12/3/2024
1330	1986	**Boat**	1986 24' Bass Tracker	10/18/2024
1331		**Boat**	Pontoon Boat	9/27/2024
1332	2023	**Boat**	2023 RWD Alum Hull	12/3/2024
1333	2014	**Boat**	Oquawka 24' Aluminum Hull Outboard	1/25/2025
1334	2025	**Boat**	22'X72' Long Beach Custom Boat	9/3/2025
1335	2007	**Boat**	20'X 6' Hanko Boat	9/4/2025
1336	2025	**Boat 2025 Purchase**	22' Blue Ridge Aluminum (Jon Boat)	11/17/2025
2003	2014	Hydraulic Dredge	014 Steel Barge "Grapple" - 10' x 20' x 3'	8/9/2022
2004	2014	Hydraulic Dredge	2014 Steel Barge "Grapple" - 10' x 20' x 3'	8/9/2022
2005	2023	Hydraulic Dredge	2023 Steel Barge "Grapple" 10' x 30' x 3'	9/17/2024
2006	2024	Hydraulic Dredge	2024 Steel Barge "Grapple 10'X22'X3'	12/4/2024
2007	2025	Hydraulic Dredge	2025 Steel barge "Grapple 10X22X3	12/2/2025
2813	2022	Utility Trailer	2022 Predator Eagle Tamdem Axle	
2819	2022	Utility Trailer/equip	2022 Predator Eagle Tandem Axle	
2820	2024	Utility Trailer	2024 Predator Eagle	8/21/2024
2821	2026	Utiltiy Trailer/Cargo	2026 Nationcraft 18X16 Tamdem Axle	12/17/2025
2905	2014	Mechanical Dredge	2005 Steel Barge 4 Piece Mechanical	8/9/2022
2906	2013	Mechanical Dredge	2013 Steel Barge 4 Piece Mechanical	4/8/2024
2907	2025	Mechanical Dredge	2025 Steel Barge 4 Piece Mechanical	11/21/2025
3001	2023	Diesel Pump	2023 Dri-Prime CD150M Diesel Pump	1/26/2023
3009		Diesel Pump	Dri Prime CD150M Diesel Pump Unit#D-62858A	8/18/2023
3010		Diesel Pump	Dri Prime CD150M Diesel Pump Unit#D-62854A	12/29/2023
3011		Diesel Pump		12/11/2024
3012		Diesel Pump	Dri-Prime CD150M Diesel Pump	12/11/2024
3013		Diesel Pump	Dri-Prime CD150M Diesel Pump	12/11/2024
3014		Diesel Pump	Dri-Prime CD150M Diesel Pump 8" 150#	7/24/2025
3015		Diesel Pump	Dri-Prime CD150M Diesel Pump 6" 150#	7/24/2025
3016		Diesel Pump	Dri-Prime CD150M Diesel Pump 6" 150#	7/24/2025
3017		Diesel Pump **NEW**	Dri-Prime CD150M Diesel Pump 6" 150#	1/21/2026
3018		Diesel Pump **NEW**	Dri-Prime CD150M Diesel Pump 6" 150#	1/21/2026
4000	2026	Connex - Multi Door 40"		11/5/2025
4001	2023	Welder/Plasma Cutter		5/25/2023
4002	2023	GPS		1/6/2023
4003		**Dumpster NEW 2026**	Barge Build Rolloff Dumpsters 21'6"L X 7'6"W X5'4"H	1/5/2026
4004		**Dumpster NEW 2026**	Barge Build Rolloff Dumpsters 21'6"L X 7'6"W X5'4"H	1/5/2026

BAYSIDE DREDGING

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OFFICE (727) 436-5044 • FAX (727) 436-5003 • www.baysidedredging.com

May 5,2026

To Whom it May Concern:

References

See reference tab section for 7 referrals who can verify work similar in nature. Contact information is included.

Sincerely,

Bret Sapp – President
Bret@baysidedredging.com Ph: 727.798.0238
(Official representative and point-of-contact for this project)

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Contact List

Surety Contact

Amy Scott-Contract Bond Specialist

727-258-0808

ascott@acrisure.com

Devin Philips-Surety Bond Specialist

813-468-7727

dphillips@acrisure.com

Insurance Contact

Stevie Crain

VP of Claims

c 386-690-6928

e scrain@cci-ins.com

May 5, 2026

RE: Bayside Dredging
12924 49th St N
Clearwater, Fl 33762

To Whom it May Concern,

Please allow this letter as confirmation that Bayside Dredging has had three small injuries in the past three years and they are as follows:

Date of Loss	Description	Medical Treatment
4/28/25	Bruise to right side of head from dolly handle.	Was evaluated and released from care the same day.
5/7/25	Contusion to knee in motor vehicle accident.	Was evaluated and released from care the same day.
6/19/25	Became overheated	Was treated for dehydration and released from care same day.

If you have any questions, please feel free to contact me directly at (386) 690-6928.

Regards,

Stevie Crain
VP of Claims
CCI Risk
(386) 690-6928

May 5, 2026

CITY OF NEW SMYRNA BEACH
210 SAMS AVENUE
NEW SMYRNA BEACH, FL 32168

RE**: Bayside Dredging LLC**
Project: **RFQ 01-26-PW / ENVIRONMENTAL SERVICES**

To Whom It May Concern:

This is to advise you that our office provides bid, performance, and payment bonds for **Bayside Dredging LLC.** The name of their surety is **Harco National Insurance Company**, which carries an A.M. Best Rating of **A- X**, and it is listed in the Department of Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request**,** we should be able to provide **Bayside Dredging LLC** performance and Payment Bonds for the single projects in the amount of **$15,000,000** and aggregate support in the amount of **$30,000,000**. We reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds.

Bayside Dredging LLC is an excellent contractor, and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client. If you should have any questions, please do not hesitate to give me a call.

Sincerely,



Kevin Wojtowicz
FL Licensed Resident Agent

BAYSIDE DREDGING

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List of Key Personnel

Cover Page

Bret Sapp

Address: Gulfport, FL 33707

Phone: 727-798-0238

Email: bret@baysidedredging.com

Experience

- **President, Bayside Dredging**
  August 2022 – Present

- **Operations Manager, Gator Dredging**
  August 2006 – August 2022
  • Worked on and managed over 1000 projects in the last 20 years
  • Overseeing multiple municipal and private projects at the same time and responsible for staffing of 120 employees on average throughout the year.
  • Lead Bid Estimator and responsible for the preparation of bid proposals and government submittals

Education

- **BS Environmental Science And Policy, University Of South Florida Fall 2008**

State Certified Marine Specialty Contractor SCC# 131152825

Technical Skills/Certifications

- Microsoft Office 365 Software • Confined Space Certified
- QuickBooks Desktop • OSHA 10 Certified
- Trimble Hardware • PADI Certified
- Surveying in/out water elevations • TWIC Card
- FDEP Stormwater, Erosion, Sedimentation Control Inspector 2
- Turbidity Monitor and Trainer • Florida Phosphate Training

Key Project Experience

- Pinellas County-Lake Seminole Muck Removal Brevard County – Turkey Creek Muck Removal
- Kings Bay Restoration Project
- Florida Power & Light - Turkey Point Cooling Canal Dredging
- USACOE - Stevenson Creek Ecosystem Restoration
- City of Cape Coral – Citywide Master Canal Dredging
- Tierra Verde Island HOA - Shell Island Channel Dredging
- Tierra Verde Island HOA - Oceanview Channel Dredging
- City of Destin - Emergency Old Pass Lagoon Dredging
- City of Pinellas Park-Annual Pond Maintenance Dredging
- City of Tampa-Stormwater Annual Maintenance
- Multiple Marine Max and ELS Marinas around the state

Johns Pass Dredging and Hauling Project
CIty of NSB-Turnbull Creek Restoration Project

Kevin Davis

Address: St. Petersburg, FL 33702

Phone: 813-785-1756

Email: kevin@baysidedredging.com

Experience

- **President of Engineering, P.E.** **Bayside Dredging**

  August 2022 – Present

  • Responsible for the authorization of permits for marine construction through municipalities / state / federal levels.
  • Implementing AutoCAD skills on a regular basis
  • Collection of field data which includes bathymetric/topographic surveys, geotechnical analysis, and core boring collections.
  • Project analysis and project projections.
  • Responsible for setup and maintenance of computer hardware/software for computer usage.
  • Carrying out processes for reconfiguring and networking new workstations.
  • Server upkeep
  • Troubleshooting software and hardware issues.

- **Project Engineer / I.T. Specialist,** **Gator Dredging**

  August 2010 – August 2022

  • Responsible for the authorization of permits for marine construction through municipalities / state / federal levels.
  • Implementing AutoCAD skills on a regular basis
  • Collection of field data which includes bathymetric/topographic surveys, geotechnical analysis, and core
  boring collections.
  • Responsible for setup and maintenance of computer hardware/software for computer usage.
  • Carrying out processes for reconfiguring and networking new workstations.
  • Server upkeep
  • Troubleshooting software and hardware issues.

Education

- **B.S. Civil Engineering,** **University Of South Florida**

Summer 2010

Technical Skills/Certifications

- AutoCAD CIVIL3D
- Microsoft Office 365 Software
- QuickBooks Desktop
- Surveying in/out water elevations
- Windows OS
- Trimble
- Software/Hardwar
- GPS
- Office Pathfinder

John Schamp

Address: Odessa, FL 33556

Phone: 727-480-6390

Email: john@baysidedredging.com

Experience

Vice President, **Bayside Dredging**
August 2022 - Present

Project Manager/ Estimator, **Gator Dredging**
August 2015 - August 2022

- Worked on and managed over 700 projects in the last 11 years
- Overseeing multiple commercial and private projects at the same time and responsible for staffing of employees throughout the year.
- Estimator and responsible for the preparation of proposals for residential and commercial projects
- Communicating with accounting for project invoicing

Foreman/ Sales Associate, **Gator Dredging**
August 2011 - August 2015

- Facilitated Large Canal, Marina, And Residential Dredging Project
- Maintained And Exceeded Project Deadlines
- Delegated Responsibilities To Ensure Project Effectiveness And Completion
- Communicated With New And Existing Clients To Discuss Pricing, Permitting, Operation Logistics, And
- Project Timeframes

Education

- **University of South Florida, St. Petersburg - Credits Obtained**
- **St. Petersburg College, St. Petersburg - Credits Obtained**

Technical Skills/Certifications

- Microsoft Office 365 Software
- QuickBooks Desktop
- Trimble Hardware
- Surveying in/out water elevations
- Turbidity Monitor and Trainer
- Confined Space Certified
- OSHA 10 Certified
- Florida Phosphate Training

Key Project Experience

- Pinellas County-Lake Seminole Muck Removal
- Manatee County-Highland Shores
- USACOE - Stevenson Creek Ecosystem
- Restoration Brevard County-Scottsmoore Landing Park
- City of Tampa-Eastlake Dredging Project
- City of Destin - Emergency Old Pass Lagoon Dredging
- City of Tampa-Stormwater Annual Maintenance
- Caribbean Isles - Canal Dredging, Apollo Beach

Garrett Ceslok

Address: Ft. Myers, FL 33920

Phone: 239-834-1843

Email: garrett@baysidedredging.com

Experience

Managing Partner, **Bayside Dredging**

August 2022 – Present

Superintendent, **Gator Dredging**

August 2012 – August 2022

- Worked on and managed over 500 projects in the last 10 years
- Overseeing multiple public and private projects at the same time and responsible for staffing of employees for each project
- Built relationships with customers and affiliated contractors to promote long term business

Technical Skills/Certifications

- Trimble Hardware • Confined Space Certified
- Surveying in/out water elevations • OSHA 10 Certified
- Turbidity Monitor and Trainer

Key Project Experience

- Lee County-Powell Creek
- Kings Bay Restoration Project
- Lake Martha Fuel Cleanup
- City of Naples-Lake Restoration Project
- City of Cape Coral – Citywide Master Canal Dredging
- City of Pensacola Stormwater Cleaning
- Manatee County-Bowless Creek Dredging
- Manatee County-Highland Shores
- City of Tampa-Stormwater Annual
- Maintenance Caribbean Isles - Canal Dredging, Apollo Beach

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MARINE SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SAPP, BRET A

BAYSIDE DREDGING LLC
5035 ULMERTON RD
CLEARWATER FL 33760

LICENSE NUMBER: SCC131152825

EXPIRATIONDATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/08/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

DAVIS, KEVIN CHRISTIAN

7058 20TH ST. N.
ST. PETERSBURG FL 33702

LICENSE NUMBER: PE103105

EXPIRATION DATE: FEBRUARY 28, 2027

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Tab 2

Project Approach/Management

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May 5, 2026

Project(s) Approach

Environmental Services

Over the past two decades, Bayside Dredging staff has worked with dozens of municipalities around the state specifically designing, permitting, constructing, and handling the disposal of stormwater runoff. With that experience, we have built specialized equipment to deal with limited access and space for dewatering. Every project has its unique constraints, and each location needs different approaches, sometimes multiple ones.

Communication is key to all successful projects and Bayside Dredging makes it a priority from start to finish. We will start with a pre-construction meeting. Bayside Dredging and Young Bear Environmental Consulting (YBE) will be in attendance to meet with city staff to go over the work needed/ requested for the project(s). Bayside Dredging and YBE can provide input with the city as well to help develop a functioning project operationally and economically. After that, design and engineering are the next phases.

Bayside Dredging and YBE shall gather information on existing conditions including surveys, reports, etc. from the project site. Bayside Dredging and YBE shall conduct site visits to document existing conditions (depth of silt, amount of obstruction, species present, general site features, etc.). YBE shall determine which agencies have jurisdiction (State - FDEP or SJRWMD; Federal - FDEP 404 or USACE). YBE shall review and search for relevant permits, documentation regarding the limits of Waters of the State, etc. YBE shall then request and attend pre-application meetings with the appropriate state and federal agencies. City staff will be invited to attend the pre-application meetings. After determining the appropriate permit type, YBE shall identify the documents necessary for each permit application. Bayside Dredging will provide a “typical cross-section" of the existing and proposed work, haul routes, material type and quantity estimates and other required exhibits for the permit.

Bayside Dredging has a surplus of inventory with equipment, dump trucks, pumps, and hoses, with backups on every level of the operation to ensure minimal downtown and schedule adherence.

Bayside Dredging provides all services in-house and makes the project turnkey from start to finish for the client. We have the capability to survey, design, permit, construct, and dispose, so every project is efficient and cost effective. By handling every aspect of the project in-house, it leads to saving the client and the contractor time and money.

For everyday of construction, a daily log is generated to recap the work completed for that day. Daily logs consist of crew members, start and end time, morning safety meeting for the onsite crew, daily production, total project production to date, and notes on loss of time for breakdowns, weather, etc. Also, any dredge material being hauled and disposed of can be tracked with dump tickets or logs that can be provided to the city as well.

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Bayside Dredging has over 60+ years of experience in the industry and has the capability to perform all services in-house. This allows our company to combine our engineering knowledge and dredging experience to cut down time and costs from start to finish, while maintaining the highest quality of work. Our engineering and operations team have come up with innovative ways to complete projects of all sizes with little to no access and little to no dewatering areas. Our quality of work and reputation speaks for itself. You can visit us on our google site to see we have over 100 five-star reviews. These reviews are all in-depth and one-of-a-kind reviews from our genuinely satisfied clients. Bayside Dredging ownership and staff are rooted in honesty and integrity when it comes to the core values and beliefs of the company.

Bayside Dredging is very familiar with the city as we're currently completing and have completed several projects with and for the City of New Smyrna Beach. This work is right in line with what our company does day in and day out and we have extreme confidence that can handle any job requested within the timeline and under budget.

All in house

BAYSIDE DREDGING

Bret Sapp

President

Daily Log Example

BAYSIDE DREDGING

Bayside Dredging - Daily Log (Version 2.0)

Project Name: NSB Project #1	**Date:**
Address:	**Tide** **HI:** **LOW:**
Contact Name / Phone #:	**Benchmark:**
Inspector Name:	**Target Depth:**

Employee Name	**Start Time**	**Lunch**	**End Time**	**Total Hours**	**P.D. (✓)**
Project Manager/ Superintendent:					
Foreman:					
Crew: **1**					
2					
3					
4					
5					

List Equipment Onsite: Number:	Hours:

Health and Safety Meeting Summary

Topic:	
Comments:	

Daily Production:
Condition of all Navigation Aids:
Weather Condtions:
Downtime (Reason):
Equipment Needed:
Purchases:
Plans for Tomorrow:
Materials Needed from Shop:

Change Orders/Field Orders/Claims/ Clarifications/Amendments

Total Cubic Yards Today:

Total Cubic Yards to Date:

Additional Notes

Signature: _____ **Print:** _____ **Date:** _____

Tracking Example

BAYSIDE DREDGING - Dumping Log

Work Days	Date	Project Name	Volume (CY)	Truck #	Cml (CY)	
1	2/17/2026	Johns Pass Dredging	48	3	48	half day
2	2/18/2026	Johns Pass Dredging	144	9	192	
3	2/19/2026	Johns Pass Dredging	96	6	288	half day
4	2/20/2026	Johns Pass Dredging	128	8	416	
5	2/23/2026	Johns Pass Dredging	192	12	608	
6	2/24/2026	Johns Pass Dredging	112	7	720	half day
7	2/25/2026	Johns Pass Dredging	144	9	864	
8	2/26/2026	Johns Pass Dredging	224	14	1088	
9	2/27/2026	Johns Pass Dredging	160	10	1248	
10	3/2/2026	Johns Pass Dredging	224	14	1472	
11	3/3/2026	Johns Pass Dredging	192	12	1664	
12	3/4/2026	Johns Pass Dredging	192	12	1856	
13	3/5/2026	Johns Pass Dredging	176	11	2032	
14	3/6/2026	Johns Pass Dredging	192	12	2224	
15	3/9/2026	Johns Pass Dredging	240	15	2464	
16	3/10/2026	Johns Pass Dredging	240	15	2704	
17	3/11/2026	Johns Pass Dredging	192	12	2896	
18	3/12/2026	Johns Pass Dredging	144	9	3040	half day
19	3/13/2026	Johns Pass Dredging	208	13	3248	
20	3/16/2026	Johns Pass Dredging	160	10	3408	half day
21	3/17/2026	Johns Pass Dredging	192	12	3600	
22	3/18/2026	Johns Pass Dredging	192	12	3792	
23	3/19/2026	Johns Pass Dredging	192	12	3984	
24	3/20/2026	Johns Pass Dredging	160	10	4144	
25	3/23/2026	Johns Pass Dredging	256	16	4400	
26	3/24/2026	Johns Pass Dredging	304	19	4704	

294

Supervisor Bret Sapp

Name: Bret Sapp, PM

Total This Page

Page 1 of 2

BAYSIDE DREDGING - Dumping Log

Work Days	Date	Project Name	Volume (CY)	Truck #	Cml (CY)
27	3/25/2026	Johns Pass Dredging	288	18	4992
28	3/26/2026	Johns Pass Dredging	272	17	5264
29	3/27/2026	Johns Pass Dredging	160	10	5424
30	3/30/2026	Johns Pass Dredging			
31	3/31/2026	Johns Pass Dredging			
32	4/1/2026	Johns Pass Dredging			
33	4/2/2026	Johns Pass Dredging			
34	4/3/2026	Johns Pass Dredging			
35		Johns Pass Dredging			
36		Johns Pass Dredging			
37		Johns Pass Dredging			
38		Johns Pass Dredging			
39		Johns Pass Dredging			
40		Johns Pass Dredging			
41		Johns Pass Dredging			
42		Johns Pass Dredging			
43		Johns Pass Dredging			
44		Johns Pass Dredging			
45		Johns Pass Dredging			
46		Johns Pass Dredging			
47		Johns Pass Dredging			
48		Johns Pass Dredging			
49		Johns Pass Dredging			
50		Johns Pass Dredging			
51		Johns Pass Dredging			
52		Johns Pass Dredging			

45

Supervisor Bret Sapp

Total This Page

Name: Bret Sapp, PM

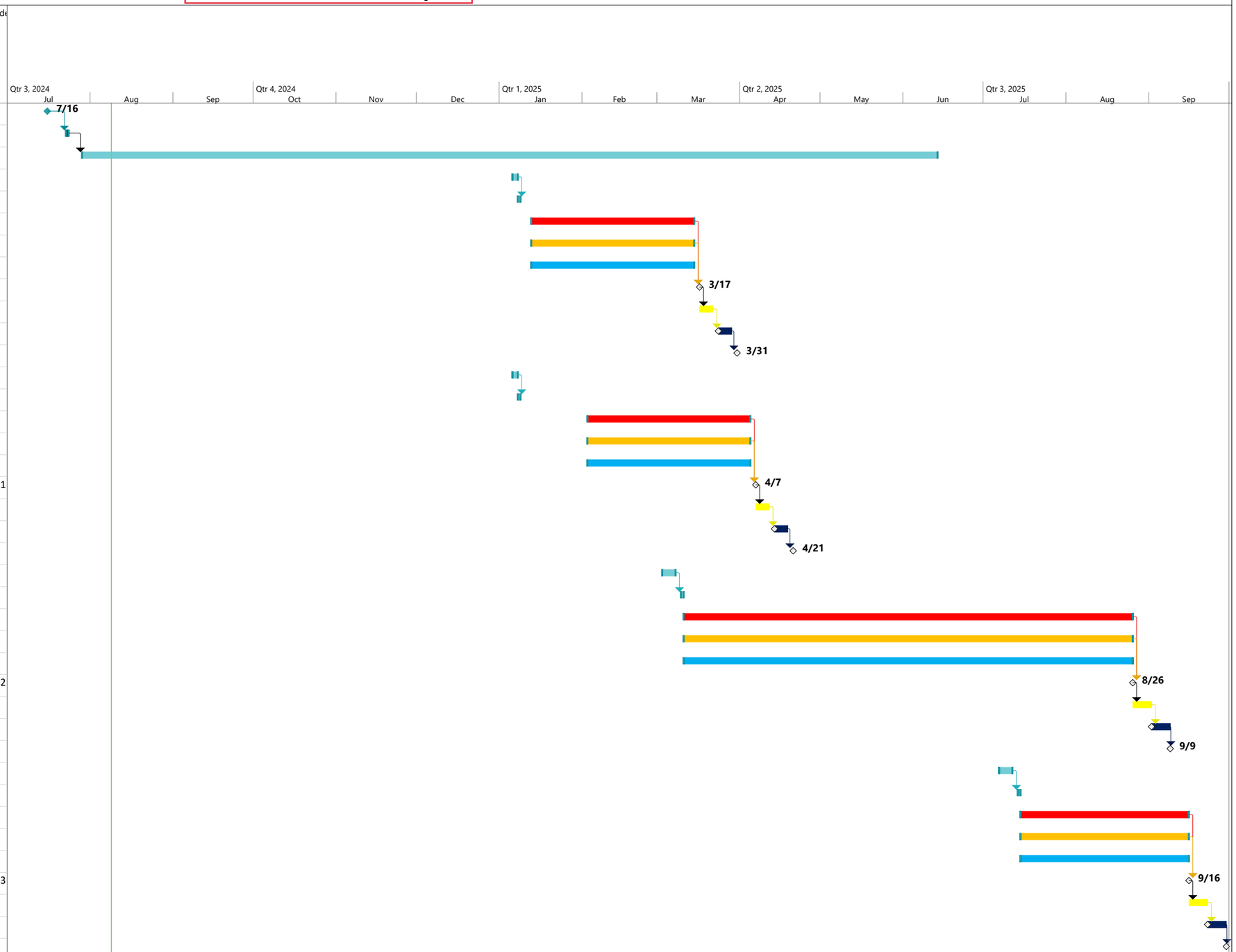
Page 2 of 2

BAYSIDE DREDGING

City of NSB Dredging Services(4 Locations)
Project Schedule 8-9-24

Schedule Example

ID	Task Name	Duration	Start	Finish	Prede
1	Notice to Proceed	0 days	Tue 7/16/24	Tue 7/16/24	
2	Pre-Construction Meeting	1 day	Tue 7/23/24	Tue 7/23/24	1
3	Permitting Phase(TBD)	230 days	Mon 7/29/24	Fri 6/13/25	2
4	**Mobilization-Cemetery Road**	2 days	Mon 1/6/25	Tue 1/7/25	
5	Install Turbidity Barriers and BMP'	1 day	Wed 1/8/25	Wed 1/8/25	4
6	Bank Grading and Slope Repair	45 days	Mon 1/13/25	Fri 3/14/25	
7	Invassive Removal	45 days	Mon 1/13/25	Fri 3/14/25	
8	Turbidity Testing	45 days	Mon 1/13/25	Fri 3/14/25	
9	Substantial Completion	0 days	Mon 3/17/25	Mon 3/17/25	6,7
10	Demobilization	5 days	Mon 3/17/25	Fri 3/21/25	9
11	Final Restoration	5 days	Mon 3/24/25	Fri 3/28/25	10
12	Final Completion Date	0 days	Mon 3/31/25	Mon 3/31/25	11
13	**Mobilization-Minorcan Pond**	2 days	Mon 1/6/25	Tue 1/7/25	
14	Install Turbidity Barriers and BMP'	1 day	Wed 1/8/25	Wed 1/8/25	13
15	Dredging	45 days	Mon 2/3/25	Fri 4/4/25	
16	Invassive Removal	45 days	Mon 2/3/25	Fri 4/4/25	
17	Turbidity Testing	45 days	Mon 2/3/25	Fri 4/4/25	
18	Substantial Completion	0 days	Mon 4/7/25	Mon 4/7/25	15,1
19	Demobilization	5 days	Mon 4/7/25	Fri 4/11/25	18
20	Final Restoration	5 days	Mon 4/14/25	Fri 4/18/25	19
21	Final Completion Date	0 days	Mon 4/21/25	Mon 4/21/25	20
22	**Mobilization-Aqua/Pine Canals**	5 days	Mon 3/3/25	Fri 3/7/25	
23	Install Turbidity Barriers and BMP'	1 day	Mon 3/10/25	Mon 3/10/25	22
24	Dredging/Bank Repairs	120 days	Tue 3/11/25	Mon 8/25/25	
25	Invassive Removal	120 days	Tue 3/11/25	Mon 8/25/25	
26	Turbidity Testing	120 days	Tue 3/11/25	Mon 8/25/25	
27	Substantial Completion	0 days	Tue 8/26/25	Tue 8/26/25	24,2
28	Demobilization	5 days	Tue 8/26/25	Mon 9/1/25	27
29	Final Restoration	5 days	Tue 9/2/25	Mon 9/8/25	28
30	Final Completion Date	0 days	Tue 9/9/25	Tue 9/9/25	29
31	**Mobilization-Gabordy Canal**	5 days	Mon 7/7/25	Fri 7/11/25	
32	Install Turbidity Barriers and BMP'	1 day	Mon 7/14/25	Mon 7/14/25	31
33	Dredging/Bank Repairs	45 days	Tue 7/15/25	Mon 9/15/25	
34	Invassive Removal	45 days	Tue 7/15/25	Mon 9/15/25	
35	Turbidity Testing	45 days	Tue 7/15/25	Mon 9/15/25	
36	Substantial Completion	0 days	Tue 9/16/25	Tue 9/16/25	33,3
37	Demobilization	5 days	Tue 9/16/25	Mon 9/22/25	36
38	Final Restoration	5 days	Tue 9/23/25	Mon 9/29/25	37
39	Final Completion Date	0 days	Tue 9/30/25	Tue 9/30/25	38



BAYSIDE DREDGING

12924 49TH ST N • CLEARWATER, FLORIDA 33762

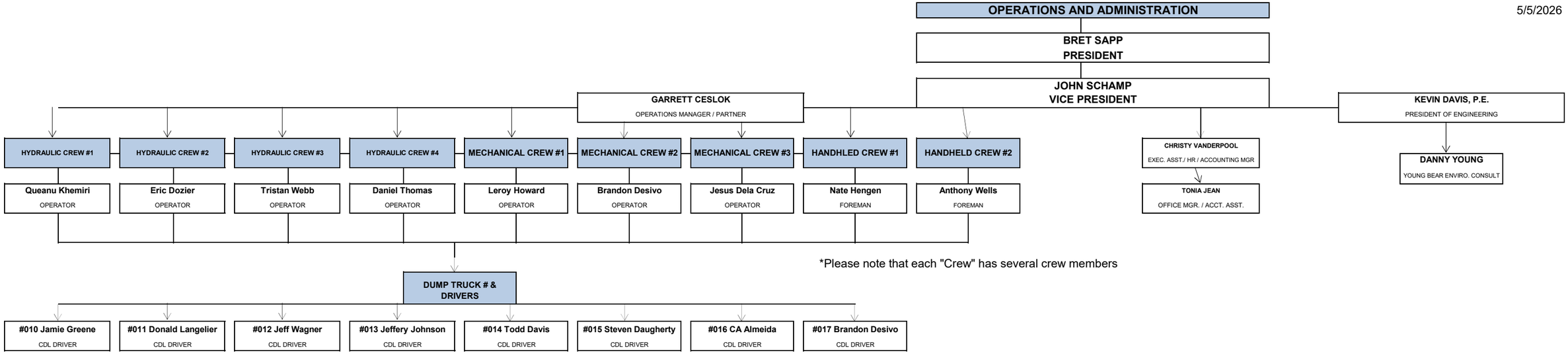
OFFICE (727) 436-5044 • FAX (727) 436-5003 • www.baysidedredging.com

Tab 3

Experience and Qualifications

BAYSIDE DREDGING

5/5/2026



*Please note that each "Crew" has several crew members

Company Profile



Bayside Dredging LLC was founded in 2022 and is fully licensed, insured, and bondable (25M+) certified marine specialty contractor (SCC# 131152825) capable of handling all your environmental restoration, marine engineering, permitting, and dredging needs. The principles of Bayside Dredging LLC are Bret Sapp, John Schamp, Kevin Davis, and Garrett Ceslok. Bayside Dredging has created a company that combines their engineering knowledge and dredging experience to cut down time and costs from start to finish, while maintaining the highest quality of work.

Bayside Dredging owners have over 60 years of experience in hydraulic and mechanical dredging. Our engineering and design team have come up with innovative ways to complete projects with little to no access or little to no dewatering areas and still finish under budget. Our operations and management team have decades of experience in dewatering bags and polymer as well. Our custom-built environmentally friendly dredges are designed to meet the projects' needs and goals while not impacting our natural resources first and foremost. Every job is different depending on the dewatering area and material type, but we have both hydraulic and mechanical methods to get the job done.

Bayside Dredging might be a new company, but you couldn't tell with the quality and difficulty of work that gets accomplished day after day. On private residential projects, we pride ourselves on protecting the owner's property, so when the work is complete, it requires very little or no restoration. We're able to accomplish this all while managing cost, safety, and scheduling. With an extensive inventory of dredging equipment, and some of the best operators in the industry, there's simply no dredging project that Bayside Dredging can't handle.

Please take a moment to review the attached projects that were managed and completed by Bayside Dredging staff and see for yourself why we feel confident in making these statements. For additional information, and to learn more about our company's capabilities, visit our website (www.baysidedredging.com), Check out our reviews on Google.

Google REVIEWS

Proposal | Planning | Design | Engineering | Permitting | Dredging | Disposal

Bret Sapp

Address: Gulfport, FL 33707

Phone: 727-798-0238

Email: bret@baysidedredging.com

Experience

- **President,** **Bayside Dredging**
  August 2022 – Present

- **Operations Manager,** **Gator Dredging**
  August 2006 – August 2022
  • Worked on and managed over 1000 projects in the last 20 years
  • Overseeing multiple municipal and private projects at the same time and responsible for staffing of 120 employees on average throughout the year.
  • Lead Bid Estimator and responsible for the preparation of bid proposals and government submittals

Education

- **BS Environmental Science And Policy,** **University Of South Florida Fall 2008**

State Certified Marine Specialty Contractor SCC# 131152825

Technical Skills/Certifications

- Microsoft Office 365 Software • Confined Space Certified
- QuickBooks Desktop • OSHA 10 Certified
- Trimble Hardware • PADI Certified
- Surveying in/out water elevations • TWIC Card
- FDEP Stormwater, Erosion, Sedimentation Control Inspector 2
- Turbidity Monitor and Trainer • Florida Phosphate Training

•Key Project Experience

- Pinellas County-Lake Seminole Muck Removal Brevard County – Turkey Creek Muck Removal
- Kings Bay Restoration Project
- Florida Power & Light - Turkey Point Cooling Canal Dredging
- USACOE - Stevenson Creek Ecosystem Restoration
- City of Cape Coral – Citywide Master Canal Dredging
- Tierra Verde Island HOA - Shell Island Channel Dredging
- Tierra Verde Island HOA - Oceanview Channel Dredging
- City of Destin - Emergency Old Pass Lagoon Dredging
- City of Pinellas Park-Annual Pond Maintenance Dredging
- City of Tampa-Stormwater Annual Maintenance
- Multiple Marine Max and ELS Marinas around the state

Johns Pass Dredging and Hauling Project
CIty of NSB-Turnbull Creek Restoration Project

Kevin Davis

Address: St. Petersburg, FL 33702

Phone: 813-785-1756

Email: kevin@baysidedredging.com

Experience

- **President of Engineering, P.E.** **Bayside Dredging**

  August 2022 – Present

  • Responsible for the authorization of permits for marine construction through municipalities / state / federal levels.
  • Implementing AutoCAD skills on a regular basis
  • Collection of field data which includes bathymetric/topographic surveys, geotechnical analysis, and core boring collections.
  • Project analysis and project projections.
  • Responsible for setup and maintenance of computer hardware/software for computer usage.
  • Carrying out processes for reconfiguring and networking new workstations.
  • Server upkeep
  • Troubleshooting software and hardware issues.

- **Project Engineer / I.T. Specialist,** **Gator Dredging**

  August 2010 – August 2022

  • Responsible for the authorization of permits for marine construction through municipalities / state / federal levels.
  • Implementing AutoCAD skills on a regular basis
  • Collection of field data which includes bathymetric/topographic surveys, geotechnical analysis, and core
  boring collections.
  • Responsible for setup and maintenance of computer hardware/software for computer usage.
  • Carrying out processes for reconfiguring and networking new workstations.
  • Server upkeep
  • Troubleshooting software and hardware issues.

Education

- **B.S. Civil Engineering,** **University Of South Florida**

Summer 2010

Technical Skills/Certifications

- AutoCAD CIVIL3D
- Microsoft Office 365 Software
- QuickBooks Desktop
- Surveying in/out water elevations
- Windows OS
- Trimble
- Software/Hardwar
- GPS
- Office Pathfinder

John Schamp

Address: Odessa, FL 33556

Phone: 727-480-6390

Email: john@baysidedredging.com

Experience

Vice President, Bayside Dredging
August 2022 – Present

Project Manager/ Estimator, Gator Dredging
August 2015 – August 2022

- Worked on and managed over 700 projects in the last 11 years
- Overseeing multiple commercial and private projects at the same time and responsible for staffing of employees throughout the year.
- Estimator and responsible for the preparation of proposals for residential and commercial projects
- Communicating with accounting for project invoicing

Foreman/ Sales Associate, Gator Dredging
August 2011 – August 2015

- Facilitated Large Canal, Marina, And Residential Dredging Project
- Maintained And Exceeded Project Deadlines
- Delegated Responsibilities To Ensure Project Effectiveness And Completion
- Communicated With New And Existing Clients To Discuss Pricing, Permitting, Operation Logistics, And
- Project Timeframes

Education

- **University of South Florida, St. Petersburg - Credits Obtained**
- **St. Petersburg College, St. Petersburg - Credits Obtained**

Technical Skills/Certifications

- Microsoft Office 365 Software
- QuickBooks Desktop
- Trimble Hardware
- Surveying in/out water elevations
- Turbidity Monitor and Trainer
- Confined Space Certified
- OSHA 10 Certified
- Florida Phosphate Training

Key Project Experience

- Pinellas County-Lake Seminole Muck Removal
- Manatee County-Highland Shores
- USACOE - Stevenson Creek Ecosystem
- Restoration Brevard County-Scottsmoore Landing Park
- City of Tampa-Eastlake Dredging Project
- City of Destin - Emergency Old Pass Lagoon Dredging
- City of Tampa-Stormwater Annual Maintenance
- Caribbean Isles - Canal Dredging, Apollo Beach

Garrett Ceslok

Address: Ft. Myers, FL 33920

Phone: 239-834-1843

Email: garrett@baysidedredging.com

Experience

Managing Partner, **Bayside Dredging**

August 2022 – Present

Superintendent, **Gator Dredging**

August 2012 – August 2022

- Worked on and managed over 500 projects in the last 10 years
- Overseeing multiple public and private projects at the same time and responsible for staffing of employees for each project
- Built relationships with customers and affiliated contractors to promote long term business

Technical Skills/Certifications

- Trimble Hardware • Confined Space Certified
- Surveying in/out water elevations • OSHA 10 Certified
- Turbidity Monitor and Trainer

Key Project Experience

- Lee County-Powell Creek
- Kings Bay Restoration Project
- Lake Martha Fuel Cleanup
- City of Naples-Lake Restoration Project
- City of Cape Coral – Citywide Master Canal Dredging
- City of Pensacola Stormwater Cleaning
- Manatee County-Bowless Creek Dredging
- Manatee County-Highland Shores
- City of Tampa-Stormwater Annual
- Maintenance Caribbean Isles - Canal Dredging, Apollo Beach

BAYSIDE DREDGING

12924 49TH ST N • CLEARWATER, FLORIDA 33762

OFFICE (727) 436-5044 • FAX (727) 436-5003 • www.baysidedredging.com

Sub-Contractor

YOUNG BEAR ENVIRONMENTAL

WWW.YBECONSULTING.COM
386-212-1952 | dyoung@ybeconsulting.com
1848 Date Palm Drive | Edgewater, FL 32141

FIRM PROFILE

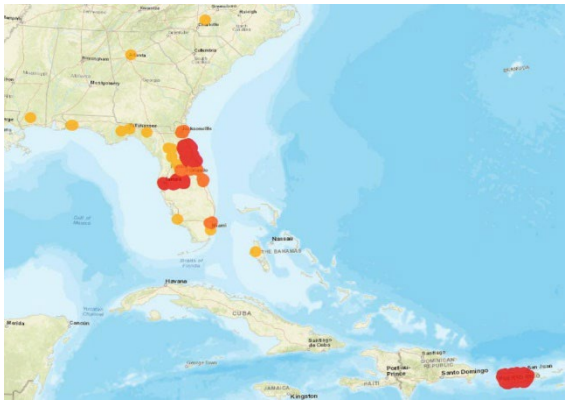
YBE Consulting, Inc. (YBE) is a firm of environmental professionals who have lived and worked in east central Florida throughout their more than 60 years of combined experience. YBE was created with a vision to combine environmental expertise with the value of good business for their clients. The YBE team takes pride in its civic and scientific responsibilities giving back to those communities, always eager to inform and educate.

YBE Project Managers have been providing environmental services since 1995. These services have included state and federal level environmental resource permitting requiring wetland delineations, functional assessments, impact analysis, as well as mitigation design and implementation. In addition, YBE staff consists of licensed professionals and all staff members have strong backgrounds in environmental science, permitting, and conservation. Our relationships with our regulatory agency peers at the local, state, and federal level are unparalleled. We pride ourselves on the cooperation we receive from these agencies that allows for seamless progress from start to finish of every project. Our staff has committed itself to maintaining a thorough and comprehensive understanding of the rules and regulations set by these agencies. This understanding allows our clients assurance that their projects will start off with a sound permitting strategy, a logistical feasible means of maintaining compliance, and protecting valuable assets and entitlements throughout the process.

At YBE, we realize that each project is unique, therefore each project is evaluated as such and given a unique strategy which helps to identify potential permitting obstacles, address them, and work with clients and agencies to provide logical solutions.

Business & Ownership Information:

- YBE Consulting, Inc. (S Corp.)
  d/b/a Young Bear Environmental Consulting
- Established: August 29, 2016
- Office Location: 1848 Date Palm Drive
  Edgewater, FL 32141
- Owner: Daniel J. Young (100%)
- Key Personnel: Daniel J. Young & Chris Schlageter



YBE Project Locations

Relevant Project Experience

Turnbull Canal Dredging – South Section, NSB: YBE provided permitting services to the City of New Smyrna Beach for the dredging of Turnbull Creek from SR 44 to Old Mission Road. Permitting included both state and federal agency permitting and review. This project was conducted with the Prime for this bid package.

Relevance to this project:

- Dredging – design and permitting
- Conducted for New Smyrna Beach
- Conducted with Prime on this Bid

Turnbull Canal Dredging – North Section, NSB: YBE provided permitting services to the City of New Smyrna Beach for the dredging of Turnbull Creek from Jungle Road to the walking trail. Permitting included both state and federal agency permitting and review. This project was conducted with the Prime for this bid package.

Relevance to this project:

- Dredging – design and permitting
- Conducted for New Smyrna Beach
- Conducted with Prime on this Bid

Aqua Court and Pine Island Dredging, NSB: YBE provided permitting services to the City of New Smyrna Beach for the dredging of canals in the Aqua Court and Pine Island area. Permitting included both state and federal agency permitting and review. This project was conducted with the Prime for this bid package.

Relevance to this project:

- Dredging – design and permitting
- Conducted for New Smyrna Beach
- Conducted with Prime on this Bid

Gabordy Canal Dredging, NSB: YBE provided permitting services to the City of New Smyrna Beach for the dredging of Gabordy Canal from South Riverside Drive to the Intracoastal Waterway. Permitting included both state and federal agency permitting and review. This project was conducted with the Prime for this bid package.

Relevance to this project:

- Dredging – design and permitting
- Conducted for New Smyrna Beach
- Conducted with Prime on this Bid

18th Street Canal Dredging, Edgewater: YBE provided permitting services to the City of Edgewater for the dredging of the 18th Street Canal from South Riverside Drive to the Intracoastal Waterway. Permitting included both state and federal agency permitting and review. This project was conducted with the Prime for this bid package.

Relevance to this project:

- Dredging – design and permitting

Indian Mound Fish Camp Dredging, Volusia County: YBE provided permitting services to the Indian Mound Fish Camp for the dredging of the Canal between the Fish Camp and Riverbreeze Park. Permitting included state, federal and county agency permitting and review.

Relevance to this project:

- Dredging – design and permitting

Private Residential Shoreline Restoration, Fairway Drive, NSB: YBE provided design, permitting and construction of living shorelines for multiple residential lots on Fairway Drive. These lots had suffered severe erosion and the slope of their property was failing. YBE restored the slopes and installed hardscape and native plantings that provides long term protection and ecological benefits.

Relevance to this project:

- Located on the Pine Island Canal
- Shoreline stabilization / restoration
- Environmental design, permitting and construction

Conrad Pond Maintenance Dredging, NSB: YBE provided permitting services to confirm the proposed dredging was covered under the Operations and Maintenance phase of an existing Environmental Resource Permit. YBE's knowledge of the permit system and process allowed this project to be completed quickly and at a low cost to the City.

Relevance to this project:

- Dredging – environmental permitting
- Conducted for New Smyrna Beach

Industrial Avenue Mangrove Trimming, NSB: YBE provided permitting services to the City of New Smyrna Beach to trim mangroves in the Industrial Avenue. YBE's Professional Mangrove Trimmer provided oversight for City staff to conduct the mangrove trimming. In addition, YBE provided treatment of invasive species growing in the canal, especially Brazilian pepper. This project was critical to improve visibility for the Sheriff's Office.

Relevance to this project:

- Mangroves – Permitting, oversight, Professional Mangrove Trimmer
- Conducted for New Smyrna Beach

Yacht Clubs Dredge Permitting, NSB: YBE provided environmental assessments, sediment testing and permitting assistance for the NSB and Diamondhead Yacht Clubs (two separate projects). YBE coordinated with the Florida Department of Environmental Protection (FDEP) on the methodology and specific testing requirements prior to implementation to reduce permitting timeframes and the likelihood of Requests for Additional Information (RAIs).

Relevance to this project:

- Dredging – environmental permitting
- Conducted within the limits of New Smyrna Beach



Chris Schlageter conducting prescribed fire activities on Conservation FL managed lands, 2023



Daniel Young teaching children at the 2023 Earth Day event in Ormond Beach, FL

BUSINESS STATUS

Active Venues:

The following areas represent the majority of YBE's current venues:

- Unincorporated Counties:
  - Volusia
  - Flagler
  - Charlotte
  - Lee
  - Orange
  - St. Johns
- Incorporated Areas:
  - New Smyrna Beach
  - Deland
  - Deltona
  - Edgewater
  - Palm Coast
  - Osteen

Current Continuing Services Contracts:

- D Ranch, Prescribed fire activities for Conservation Florida
- County of Volusia, Professional Land Management Consulting Services
- County of Volusia, Professional Environmental Protected Species Specialist Services
- St. Johns County, Prescribed Burn
- City of Edgewater, Environmental Consulting Services
- City of Edgewater, Arborist Services
- City of Groveland, Environmental Services

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MARINE SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SAPP, BRET A

BAYSIDE DREDGING LLC
5035 ULMERTON RD
CLEARWATER FL 33760

LICENSE NUMBER: SCC131152825

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/08/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

DAVIS, KEVIN CHRISTIAN

7058 20TH ST. N.
ST. PETERSBURG FL 33702

LICENSE NUMBER: PE103105

EXPIRATION DATE: FEBRUARY 28, 2027

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608

PINELLAS COUNTY
SMALL BUSINESS ENTERPRISE PROGRAM

THIS CERTIFICATE IS AWARDED TO

Bayside Dredging LLC

HAS SUCCESSFULLY COMPLETED THE
SBE Certification Requirements for:
Construction, General: Backfill Services, Digging, Ditching, Road Grading, Rock Stabilization
Certification Expires:
11/11/2028

Approved:
11/12/2025



SIGNED, *Corey McCaster*

Pinellas County

st.petersburg

The City of St. Petersburg
Small Business Enterprise Cerificaion

This certificate is awarded to

Bayside Dredging LLC

SBE Certification Number:

This certificate is applicable in

NIGP 67053: Pipeline Equipment and Tools, Construction and Laying of the Pipeline NIGP 76016: Dredging Machines and Equipment NIGP 91223: Construction, General: Backfill Services, Digging, Ditching, Road Grading, Rock Stabilization, etc. NIGP 91339: Construction, Pipe Culvert NIGP 91345: Construction, Sewer and Storm Drain NIGP 95926: Breakwater Construction, Maintenance, and Repair NIGP 96239: Hauling Services NIGP 96833: Ditch Maintenance NIGP 96834: Dredging Services, The City of St. Petersburg

Certified: July 12, 2023

Expires: July 12, 2026

Stephanie Swinson

Stephanie Swinson, Esq.
Contracts Compliance Manager
727-893-4109
Stephanie.Swinson@stpete.org

In accordance with the City of St. Petersburg's Small Business Enterprise Ordinance #789-G, your business is certified as a Small Business Enterprise by the City of St. Petersburg. You will need to show proof of your new Occupational License each year, as well as renew your certification with this agency every three years. If at anytime the composition of the SBE status of your firm changes, you need to complete another SBE affidavit. The City of St. Petersburg Government reserves the right to terminate or cancel this certification at anytime when it is found that the composition of the Organization has changed and no longer meets the definition established for SBE certification.

BAYSDRE-01 DASBURY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/11/2025

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 Construction Casualty Insurance, LLC 3637 4th Street North Suite 310 Saint Petersburg, FL 33704	CONTACT NAME: Certificates PHONE (A/C, No, Ext): (727) 258-5774 FAX (A/C, No): E-MAIL ADDRESS: certs@cci-ins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Insurance Company	
INSURED Bayside Dredging LLC 12924 49th Street N. Clearwater, FL 33762	INSURER B : Clear Blue Insurance Company	03463
	INSURER C : Mitsui Sumitomo Insurance Company Ltd	20362
	INSURER D : Manufacturers Alliance Insurance Company	36897
	INSURER E : American Longshore Mutual Association, Ltd.	
	INSURER F : Homeland Insurance Company of New York	34452

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						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	H0877660-03	8/12/2025	8/12/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO	X	X	AQ1YFL002855-03	8/12/2025	8/12/2026	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	[ ] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 2,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE	X	X	EX0124811-02	8/12/2025	8/12/2026	AGGREGATE	$ 2,000,000
	[ ] DED [X] RETENTION $ 25,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N / A	X	202401-14-06-26-5Y	8/12/2025	8/12/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Work Comp USL&H		X	ALMA-081122-022457-04	8/12/2025	8/12/2026	each accident	1,000,000
F	Pollution Liability			7930120890004	8/12/2025	8/12/2026	Aggregate/Occurence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

When required by written contract, the certificate holder is listed as additional insured, on a primary non-contributory basis, with regard to the General Liability and Pollution policies and is included as an additional insured on the Auto policy. A waiver of Subrogation applies on the Marine Package Policy (General Liability/Hull/P&I), Auto, Pollution, Workers Compensation, and USL&H policies. Excess policy is follow form. 30 Day Notice of Cancellation applies; 10 days for non-payment of premium.

USL&H Workers Compensation coverage detail:
Employers Liability:
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

For Bidding Purposes Only

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: BAYSDRE-01 DASBURY

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Construction Casualty Insurance, LLC		Bayside Dredging LLC 12924 49th Street N. Clearwater, FL 33762
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:
Each accident $1,000,000
Disease policy limit: $1,000,000
Disease - Each Employee: $1,000,000

Vessel Pollution Policy: Policy Number V-18000-25
Effective date: 8/12/2025 - Expiration date: 8/12/2026
Insurance Carrier: Starr Indemnity & Liability Company
General Aggregate: $1,000,000
Each occurrence: $1,000,000

Equipment Floater Coverage: Policy#H0877660-03
Effective date: 8/12/2025 - Expiration date: 8/12/2026
Insurance Carrier: Continental Casualty Insurance Company
Leased/Rented/Borrowed limit: $250,000

HULL & Protection & Indemnity Coverage: Policy#H0877660-03
Effective date: 8/12/2025 -Expiration date: 8/12/2026
Insurance Carrier: Continental Casualty Insurance Company
Hull & Machinery TIV - $555,775
P&I - General Aggregate: $1,000,000
Per Occurrence: $1,000,000
Jones Act Coverage is afforded under Protection and Indemnity (PI) portion of the policy under Crew Coverage.

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BAYSIDE DREDGING

12924 49TH ST N • CLEARWATER, FLORIDA 33762

OFFICE (727) 436-5044 • FAX (727) 436-5003 • www.baysidedredging.com

Tab 4

References, Financial Stability/Litigation, and Acceptance of Conditions

VIII.F

References

CITY OF NAPLES
Purchasing Division

REFERENCE QUESTIONNAIRE

PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 5 YEARS.

It is the bidder's responsibility to contact the Purchasing Department prior to submitting their bid to verify receipt of the required number of references.

Solicitation No. #24-014 RFP/ITB Title: Annual Stormwater Pond Dredging and Bank Restoration

Bidder/Respondent Name: Bayside Dredging, LLC

This reference questionnaire must be filled out by the company that has done business with the Bidder/Respondent in the past. If the item is not applicable, please state "n/a".

Relationship with Bidder/Respondent: Contract Owner

Title of last project: Beacon Run Dredging

Year last project completed 2024

Contract Start/End Dates: 12-1-2023 / 5-29-2024

Contract Amount: $ 822,500.00

How many projects performed: Five

Overall Performance: Very skilled and technical

Management Ability: Professional, attentive and communicative

Ability to meet time schedule: Able to meet schedule - exceeded expectations

Ability of control costs: costs were as expected, exceeded expectations

Problems encountered: No problems encountered

Quality of Personnel: Personnel are respectful, responsible and accountable

How well Contractor coordinated with Owner: Contractor communicates very well

Cooperation or Lack Thereof: Complete cooperation at all times

Quality of Subcontractors: N/A

Subcontractor Payment Issues: N/A

Were there any conflicts, disputes, or other problems:

☐ Yes ☒ No

If yes, were they reported early and were they managed well? How were they resolved? Were you satisfied the resolution was fair to both parties?

How satisfied are you with the Bidder/Respondent's ability to perform based on your expectations and according to the contractual arrangements?

Bayside Dredging, LLC met and exceeded expectations of contracted agreements

Would you contract again with the Bidder/Respondent for the same or similar services? Do you have plans to contract with them again? [X] Yes [ ] No

Any additional comments?

In the last year we have contracted Bayside Dredging LLC for 5 projects totaling $1,245,505.00.

This REFERENCE QUESTIONNAIRE is provided by:

City of Pinellas Park

Name of Company

6250 82nd Avenue N., Pinellas Park, FL 33781

Address of Company

727-240-5152

Telephone No.

dluke@pinellas-park.com

Email address:

Date: April 5, 2024

Construction Services Supervisor

Name and title of person filling out this reference questionnaire:

Dylan Luke 811

Signature of person filling out this reference questionnaire:

This reference form must be emailed to Purchasing@naplesgov.com by the company who is providing the reference on or before BID OPENING DATE & TIME indicated on the Cover Sheet. Please add Solicitation Number to your E-mail subject line.

CITY OF NAPLES
Purchasing Division

REFERENCE QUESTIONNAIRE

PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 5 YEARS.

It is the bidder's responsibility to contact the Purchasing Department prior to submitting their bid to verify receipt of the required number of references.

Solicitation No. 24-014 RFP/ITB Title: Stormwater Outfall Maintenance Service

Bidder/Respondent Name: Bayside Dredging LLC

This reference questionnaire must be filled out by the company that has done business with the Bidder/Respondent in the past. If the item is not applicable, please state "n/a".

Relationship with Bidder/Respondent: City of Tampa Dredging contractor

Title of last project: Ongoing

Year last project completed ongoing

Contract Start/End Dates: 12/15/22 - 12/15/24

Contract Amount: $ 900,000.00

How many projects performed: over 100

Overall Performance: excellent

Management Ability: excellent

Ability to meet time schedule: excellent

Ability of control costs: excellent

Problems encountered: none

Quality of Personnel: excellent

How well Contractor coordinated with Owner: excellent

Cooperation or Lack Thereof: excellent

Quality of Subcontractors: excellent

Subcontractor Payment Issues: none

Were there any conflicts, disputes, or other problems:

☐ Yes ☒ No

If yes, were they reported early and were they managed well? How were they resolved? Were you satisfied the resolution was fair to both parties?

How satisfied are you with the Bidder/Respondent's ability to perform based on your expectations and according to the contractual arrangements?

Very

Would you contract again with the Bidder/Respondent for the same or similar services? Do you have plans to contract with them again? ☒ Yes ☐ No

Any additional comments?

This REFERENCE QUESTIONNAIRE is provided by:

City of Tampa
Name of Company

3802 E. 26th Av Tampa FL 33605
Address of Company

813 - 293 - 1941
Telephone No.

Keith.gorman@TampaGov.net
Email address:

Date: 4/5/24

Keith Gorman Engineering Tech IV
Name and title of person filling out this reference questionnaire:

Signature of person filling out this reference questionnaire:

This reference form must be emailed to Purchasing@naplesgov.com by the company who is providing the reference on or before BID OPENING DATE & TIME indicated on the Cover Sheet. Please add Solicitation Number to your E-mail subject line.

CITY OF NAPLES
Purchasing Division

REFERENCE QUESTIONNAIRE

PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 5 YEARS.

It is the bidder's responsibility to contact the Purchasing Department prior to submitting their bid to verify receipt of the required number of references.

Solicitation No. 24-014 RFP/ITB Title: Piggy-back Stormwater Contract-Stormwater Pond Dredging

Bidder/Respondent Name: Bayside Dredging

This reference questionnaire must be filled out by the company that has done business with the Bidder/Respondent in the past. If the item is not applicable, please state "n/a".

Relationship with Bidder/Respondent: Client

Title of last project: Summer Way Outfall Dredging

Year last project completed 2024

Contract Start/End Dates: 1/13/23 - 12/14/24 (will renew come December 2024)

Contract Amount: $600,000

How many projects performed: 18

Overall Performance: Great performance. Always meets terms of project.

Management Ability: Great. Management and team are very flexible, even with requested changes in the field.

Ability to meet time schedule: Always meets schedule.

Ability of control costs: Cost per CY of material hauled always meets contract pricing.

Problems encountered: None.

Quality of Personnel: Very high quality. We can always trust the crews to work with very little supervision, and to interact with our residents and other personnel in a professional manner.

How well Contractor coordinated with Owner: Very well. Logistical issues are always addressed early and resolved quickly. Quick to respond to any communicaiton.

Cooperation or Lack Thereof: Always cooperative.

Quality of Subcontractors: N/A

☐ Subcontra ☐ r Payment Issues: None

Were there any conflicts, disputes, or other problems: No

Yes (No)

If yes, were they reported early and were they managed well? How were they resolved? Were you satisfied the resolution was fair to both parties?

How satisfied are you with the Bidder/Respondent's ability to perform based on your expectations and according to the contractual arrangements?

Very satisfied.

Would you contract again with the Bidder/Respondent for the same or similar services? Do you have plans to contract with them again? ☒ Yes ☐ No

Any additional comments?

This REFERENCE QUESTIONNAIRE is provided by:

The City of Winter Park

Name of Company

401 S Park Ave, Winter Park FL 32789

Address of Company

407-599-3260

Telephone No.

smonahan@cityofwinterpark.org

Email address:

Date: 4/5/24

Shannon Monahan - Engineer

Name and title of person filling out this reference questionnaire:

Signature of person filling out this reference questionnaire:

This reference form must be emailed to Purchasing@naplesgov.com by the company who is providing the reference on or before BID OPENING DATE & TIME indicated on the Cover Sheet. Please add Solicitation Number to your E-mail subject line.

CITY OF NAPLES
Purchasing Division

REFERENCE QUESTIONNAIRE

PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 5 YEARS.

It is the bidder's responsibility to contact the Purchasing Department prior to submitting their bid to verify receipt of the required number of references.

Solicitation No. 24-014 RFP/ITB Title: Lake Restoration & Improvements Project (Lakes 8 & 9)- RFP

Bidder/Respondent Name: Waterfront Properties Services LLC dba Gator Dredging

This reference questionnaire must be filled out by the company that has done business with the Bidder/Respondent in the past. If the item is not applicable, please state "n/a".

Relationship with Bidder/Respondent: Former Employees and now Owners of Bayside Dredging

Title of last project: Lake Restoration & Improvments Project (Lakes 11, 31, & 19) RFP 21-035

Year last project completed 2 years

Contract Start/End Dates: 7/21 to 9/22

Contract Amount: $4,400,000.00

How many projects performed: 1

Overall Performance: 10/10 Excellent

Management Ability: 10/10 Excellent

Ability to meet time schedule: 9/10 Very Good

Ability of control costs: 10/10 Excellent

Problems encountered: None

Quality of Personnel: 10/10 Excellent

How well Contractor coordinated with Owner: 10/10 Excellent

Cooperation or Lack Thereof: Extremely cooperative and great communication

Quality of Subcontractors: N/A

Subcontractor Payment Issues: None

Were there any conflicts, disputes, or other problems:

☐ Yes ☑ No

If yes, were they reported early and were they managed well? How were they resolved? Were you satisfied the resolution was fair to both parties?

W/C

How satisfied are you with the Bidder/Respondent's ability to perform based on your expectations and according to the contractual arrangements?

Extremely

Would you contract again with the Bidder/Respondent for the same or similar services? Do you have plans to contract with them again? ☑ Yes ☐ No

Any additional comments?

We were extremely satisfied with the quality of work completed and the professionalism maintained throughout the project. Bret Sapp and Garrett Ceslok were the project manager and superintendent on site. They were responsible for overseeing this project from start to finish and did a fantastic job.

This REFERENCE QUESTIONNAIRE is provided by:

William Coughlin

Name of Company

Waterfront Properties Services LLC dba Gator Dredging

Address of Company

13630 50th Way N, Clearwater, FL 33760

Telephone No.

727-641-7131 bill@gatordredging.com

Email address:

Date: 4-5-24

William Coughlin President/CEO

Name and title of person filling out this reference questionnaire:

Signature of person filling out this reference questionnaire:

This reference form must be emailed to Purchasing@naplesgov.com by the company who is providing the reference on or before BID OPENING DATE & TIME indicated on the Cover Sheet. Please add Solicitation Number to your E-mail subject line.

CITY OF NAPLES

Purchasing Division

REFERENCE QUESTIONNAIRE

PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 5 YEARS.

It is the bidder's responsibility to contact the Purchasing Department prior to submitting their bid to verify receipt of the required number of references.

Solicitation No. 24-014 RFP/ITB Title: Pelican Isles Yacht Club Dredging Project

Bidder/Respondent Name: BAYSIDE DREDGING LLC

This reference questionnaire must be filled out by the company that has done business with the Bidder/Respondent in the past. If the item is not applicable, please state "n/a".

Relationship with Bidder/Respondent: FORMER CLIENT/OWNER ON PREV Project ~~Fee~~

Title of last project: Hydraulic Dredge of PIYC Marina

Year last project completed 2023

Contract Start/End Dates: MAY 2022 - MAR 2023

Contract Amount: $ 838,645

How many projects performed: 1

Overall Performance: 10/10 EXCELLENT

Management Ability: 10/10 EXCELLENT

Ability to meet time schedule: 8/10 VERY GOOD

Ability of control costs: EXCELLENT

Problems encountered: NONE (HURRICANE IAN interrupted project)

Quality of Personnel: 10/10 EXCELLENT

How well Contractor coordinated with Owner: 10/10 EXCELLENT

Cooperation or Lack Thereof: HIGH - EXTREMELY COOPERATIVE, HIGH LEVEL OF COMMUNICATION

Quality of Subcontractors: NA

Subcontractor Payment Issues: NONE

Were there any conflicts, disputes, or other problems:

☐ Yes ☒ No

If yes, were they reported early and were they managed well? How were they resolved? Were you satisfied the resolution was fair to both parties?

How satisfied are you with the Bidder/Respondent's ability to perform based on your expectations and according to the contractual arrangements?

EXTREMELY

Would you contract again with the Bidder/Respondent for the same or similar services? Do you have plans to contract with them again? ☒ Yes ☐ No

Any additional comments?

WE WERE VERY SATISFIED WITH THE PROFESSIONALISM & QUALITY OF WORK PERFORMED ON THIS COMPLEX & HIGH VISIBILITY PROJECT

This REFERENCE QUESTIONNAIRE is provided by:

Pelican Isle Yacht Club

Name of Company

410 DOCKSIDE DRIVE NAPLES FL 34110

Address of Company

239 566 1606

Telephone No.

ali@piyc.net

Email address:

Date: 4 APR 2024

Alisha Feezor GENERAL MANAGER

Name and title of person filling out this reference questionnaire:

Signature of person filling out this reference questionnaire:

This reference form must be emailed to Purchasing@naplesgov.com by the company who is providing the reference on or before BID OPENING DATE & TIME indicated on the Cover Sheet. Please add Solicitation Number to your E-mail subject line.

Form 3 - Reference Survey

Lee County Procurement Management
Reference Survey

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: Whiskey Creek MSTBU Entrance Channel Dredging Project B230609JJB

Section 1	Reference Respondent Information	Please return completed form to:
FROM:	Chester Young	**Bidder/Proposer:** Bayside Dredging LLC
COMPANY:	Hans Wilson & Associates, Inc.	**Due Date:** 10-25-23
PHONE #:	239 334-6870	**Total # Pages:** 1
FAX #:	239 334-7810	**Phone #:** 727-798-0238 **Fax #:** 727-436-5003
EMAIL:	chester@hanswilson.com	**Bidder/Proposer E-Mail:** Bret@baysidedredging.com

Section 2 Enter Bidder/Proposer Information , as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)

Bidder/Proposer Name: Bayside Dredging LLC

Reference Project Name:	Project Address:	Project Cost:
Billy Creek Restoration Dredge	3300 Marion Street, Fort Myers, FL 33916	$1,486,230.00

Summarize Scope:
Restoration dredge to return the creek bottom to a historical elevation, conducted hydraulically with a custom dredge barge along 8,300 linear feet of creek. 7,100 cubic yards of sediment was removed from the creek onto the adjacent uplands where is was varioulsy spread onsite, shaped into a berm, or truck hauled offsite as dictated by the client (City of Fort Myers)

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3	Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?	Yes
2. Were any problems encountered with the company's work performance?	No
3. Were any change orders or contract amendments issued, other than owner initiated?	No
4. Was the job completed on time?	Yes
5. Was the job completed within budget?	Yes
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	9
7. If the opportunity were to present itself, would you rehire this company?	Yes

8. Please provide any additional comments pertinent to this company and the work performed for you:
Creative approach to dredging that has been well honed over the last 12 - 14 years. Good communications and excellent supervisor response to field conditions.

Section 4 **Please submit non-Lee County employees as references**

Chester Young, Senior Project Manager, HWA
Reference Name (Print Name)



Reference Signature

Form 3 - Reference Survey

Lee County Procurement Management
Reference Survey

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: CANAL 14 DREDGE

Section 1	Reference Respondent Information	Please return completed form to:
FROM:	JUSTIN JAMES, P.E.	**Bidder/Proposer:** Bayside Dredging LLC
COMPANY:	BASIL ENGINEERING	**Due Date:** 10-25-23
PHONE #:	813-885-4144	**Total # Pages:** 1
FAX #:	N/A	**Phone #:** 727-798-0238 **Fax #:** 727-436-5003
EMAIL:	JAMESJ@BASIL-ENGINEERING.COM	**Bidder/Proposer E-Mail:** Bret@baysidedredging.com

Section 2 Enter Bidder/Proposer Information , as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)

Bidder/Proposer Name:

Reference Project Name:	Project Address:	Project Cost:
CANAL 14 DREDGE	2106 S OLLIDENT ST.	$342,190.00

Summarize Scope:

HYDRAULIC DREDGING OF 2,363 CY OF MATERIAL

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3	Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?	YES
2. Were any problems encountered with the company's work performance?	NO
3. Were any change orders or contract amendments issued, other than owner initiated?	NO
4. Was the job completed on time?	YES
5. Was the job completed within budget?	YES
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	9
7. If the opportunity were to present itself, would you rehire this company?	YES
8. Please provide any additional comments pertinent to this company and the work performed for you:	

Section 4 **Please submit non-Lee County employees as references**

JUSTIN JAMES
Reference Name (Print Name)

Reference Signature

BAYSIDE DREDGING

12924 49TH ST N • CLEARWATER, FLORIDA 33762

OFFICE (727) 436-5044 • FAX (727) 436-5003 • www.baysidedredging.com

VIII.G

Financial Stability/Litigation

BAYSIDE DREDGING

12924 49TH ST N • CLEARWATER, FLORIDA 33762

OFFICE (727) 436-5044 • FAX (727) 436-5003 • www.baysidedredging.com

May 5,2026

To Whom it May Concern:

Financial Stability Statement

Bayside Dredging certifies we 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. Bayside Dredging is prepared to supply a third party financial statement and certified audit upon request.

Sincerely,

Bret Sapp – President
Bret@baysidedredging.com Ph: 727.798.0238
(Official representative and point-of-contact for this project)

BAYSIDE DREDGING

12924 49TH ST N • CLEARWATER, FLORIDA 33762

OFFICE (727) 436-5044 • FAX (727) 436-5003 • www.baysidedredging.com

VIII.H

Acceptance of Conditions

BAYSIDE DREDGING

12924 49TH ST N • CLEARWATER, FLORIDA 33762

OFFICE (727) 436-5044 • FAX (727) 436-5003 • www.baysidedredging.com

May 5,2026

To Whom it May Concern:

Acceptance of Conditions

Bayside Dredging LLC has no exceptions to the general terms and conditions, insurance requirements or any other requirements listed in the solicitation documents.

Sincerely,

Bret Sapp – President
Bret@baysidedredging.com Ph: 727.798.0238
(Official representative and point-of-contact for this project)

BAYSIDE DREDGING

12924 49TH ST N • CLEARWATER, FLORIDA 33762

OFFICE (727) 436-5044 • FAX (727) 436-5003 • www.baysidedredging.com

Tab 5

City Required Forms and Documentation

City of New Smyrna Beach

Bid/Proposal Response

Title of Project Name: **Environmental Services**

Project ID: **RFP 01-26-PW**

Company Name: Bayside Dredging LLC

Print Authorized Officer Name & Title: Bret Sapp/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: Acknowledgement of Smoke Free Workplace	✓
City of NSB Form: List of Subcontractors	✓
City of NSB Form: Signed Addendums (if applicable)	N/A ✓
Copy of Sunbiz Registration with Active Status	✓
Copy of Sam.Gov Active Registration	✓

City of New Smyrna Beach

RFQ 01-26-PW: Environmental Services

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 #
Bret Sapp	President	727-798-0238

Bret Sapp
Print Name

President
Signature/Title)

Bayside Dredging 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 ___X___ Corporation

State of Incorporation: Florida

Federal I.D. or Social Security number is: 88-2719169

VENDOR INFORMATION

BID #:	RFQ 01-26-PW
BID TITLE:	Environmental Services

Respondent Information	
Company Name: Bayside Dredging LLC	Federal Employer Identification Number or SS Number: 88-2719169 DUN Number: FPQ4VL437245
Mailing Address 12924 49th St N	Type of Entity (Circle One) (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code Clearwater, Fl 33762	Incorporated in the State of: Florida
Corporate Address: 12924 49th St N	What kind of business: ("For Profit") or "Not for Profit"
	Is Firm in good standing: (Yes) or No
City, State, Zip Code Clearwater, Fl 33762	Authorized to transact business in Florida (Yes) or No
Telephone No. 727-436-5044	State of Florida Department of State Certificate of Authority Document No: L22000254102
Email Address: bret@baysidedredging.com	
If remittance address is different from the mailing address so indicate below.	

List Principals (Print):

President: Bret Sapp — Vice President: John Schamp

Secretary: _____ — Treasurer: _____

Other: Kevin Davis — Other: Garrett Ceslok

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 — Bret Sapp (Printed Name)

Title: President — Date: 5-5-26

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
SUPPLIER/VENDOR REGISTRATION FORM

TO BE COMPLETED BY THE SUPPLIER/VENDOR
Please allow 3-5 days for processing

(Please type or print clearly)

Once completed: Email this form and the below documents to: VendorSummaryForms@cityofnsb.com

1. **Completed and current, w9**
2. **Proof of active filing on** Sunbiz.org (Division of Corporations)

♦ COMPANY / CONSULTANT / INDEPENDENT CONTRACTOR / INDIVIDUALS NAME: (as reported to the IRS) Bayside Dredging LLC			
♦ Mailing Address: 12924 49th St N	City: Clearwater	State: Fl	ZIP: 33762
♦ Corporate Address: (if different) same	City:	State:	ZIP:
♦ Billing/Remit to Address: (invoicing) same	City:	State:	ZIP:

♦ Company Main/Direct Phone Number: 727-436-5044

♦ Contact Phone Number for Accounting Department: 727-436-5044

♦ Email Address for Accounting Department: tonia@baysidedredging.com and bret@baysidedredging.com

♦ Federal Employer Identification No. (FEIN): 88-2719169

♦ Type of Service or Commodity: Dredging, stormwater maintenance, and hauling

Does your company accept credit cards as a payment method? Check one: Yes (No)

If yes, what is the convenience fee amount: _____

Signature of Person completing Profile:

Printed Name:	Bret Sapp	Date:	5-5-26

Name of person or department you are working with at the City of New Smyrna Beach:
Engineering and Public Works-Typically David Ray

To be completed by the City of New Smyrna Beach

Vendor #: _____ **Entered by:** _____

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.)

2 Business name/disregarded entity name, if different from above.

Bayside Dredging LLC

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) . . . . . S

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)

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.)

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 . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

12924 49th St N

Requester's name and address (optional)

6 City, state, and ZIP code

Clearwater, FL 33762

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: 88 - 2719169

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 [signature] | Date 1-1-2026

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.

Bayside Dredging LLC

PROPOSER/BIDDER

AUTHORIZED SIGNATURE

President

OFFICER TITLE

5-5-26

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: 5-5-26

Authorized Signature and Title

Bret Sapp 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 # RFQ 01-26-PW described as:

Environmental Services.

Bayside Dredging LLC	5-5-26
Firm	Date
President	Bret Sapp 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: 5-5-26

Authorized Signature

Bret Sapp 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 Bret Sapp President
(Print Individual's Name and Title)
for Bayside Dredging LLC
(Print Name of Entity Submitting Sworn Statement)
whose business is Marine Contractor

and (if applicable) its Federal Employer Identification Number (FEIN) is 88-2719169

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 5th day of May 2026.

Personally known _____

OR produced identification _____

_____
(Type of Identification)

_____
(Notary)

Notary Public State of Florida

My commission expires: 06/26/2029

TONIA R JEAN
Notary Public - State of Florida
Commission # HH 692571
My Comm. Expires Jun 26, 2029
Bonded through National Notary Assn.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Pinellas

Bret Sapp, being first duly sworn, deposes and says that:

He/she is President of Bayside Dredging 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

President
Title

Subscribed and sworn to before me this 5th day of May, 2026.

Notary
Title

My Commission Expires: 06/26/2029

TONIA R JEAN
Notary Public - State of Florida
Commission # HH 692571
My Comm. Expires Jun 26, 2029
Bonded through National Notary Assn.

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: Bayside Dredging LLC

Consultant E-Verify Registration Number: 2083443

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: Bret Sapp

Sworn to and subscribed before me, by ( ) physical presence or ( ) remote audio-visual means, this

5th Day of May, 2026. She/He is personally known to me or has produced _____ As identification.

TONIA R JEAN
Notary Public - State of Florida
Commission # HH 692571
My Comm. Expires Jun 26, 2029
Bonded through National Notary Assn.

_____
Notary Public

My commission expires: 06/26/2029

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 NSB ("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: Bayside Dredging LLC

Authorized Signature: _____ Date: 5-5-2026

Printed Name: Bret Sapp

Title: President

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 5th day of May, 2026, by Bret Sapp, as President on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

TONIA R JEAN
Notary Public - State of Florida
Commission # HH 692571
My Comm. Expires Jun 26, 2029
Bonded through National Notary Assn.

Name of Notary Typed, Printed or Stamped
My Commission Expires: 06/26/2029

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of Clearwater

Before me, the undersigned authority, personally appeared Bret Sapp

who was duly sworn, deposes, and states:

1. I am the President of Bayside Dredging LLC with a local office in Clearwater, Florida (City & State) and principal office in Clearwater, Florida (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFQ 01-26-PW, Environmental Services.**
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.

Bret Sapp
Typed Name

Signed

President
Title

05-05-2026
Dated

Sworn to and subscribed before me this 5th day of May 2026.

Personally known ____ OR produced identification ____. Identification type:

Notary Public: State of Florida County of Pinellas

Printed, typed, or stamped commissioned name of notary public

My commission expires: 06/26/2029

TONIA R JEAN
Notary Public - State of Florida
Commission # HH 692571
My Comm. Expires Jun 26, 2029
Bonded through National Notary Assn.

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)	12924 49th St N, Clearwater, Fl 33762	
Federal I.D. Number	88-2719169	

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: Bayside Dredging LLC

Mailing Address: 12924 49th St N, Clearwater, Fl 33762

Telephone Number: 727-436-5044 Fax Number: 727-435-5003 E-mail Address: bret@baysidedredging.com

Authorized Signature	Bret Sapp	88-2719169
	Printed Name	FEIN

President	5-5-26
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: Bayside Dredging LLC

FEIN: 88-2719169

Authorized Representative Name and Title: Bret Sapp President

Address: 12924 49th St N

City: Clearwatre State: Fl Zip: 33762

Phone Number: 727-436-5044 Email Address: bret@baysidedredging.com

Certified By: Bret Sapp 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.

President Date: 5-5-26
Authorized Signature and Title

Bret Sapp President
Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

Required Form: Designated List of Subcontractors TB
RFQ 01-26-PW: Environmental Services

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:	Young Bear Environmental Consulting, Inc. (YBE)		
City, State:	Edgewater, Fl		
Description of Work:	Permitting and Engineering Consulting		
Percent of Total Bid Cost:	1%-5%	*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.

Sunbiz.org Division of Corporations an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
BAYSIDE DREDGING LLC

Filing Information

Document Number	L22000254102
FEI/EIN Number	88-2719169
Date Filed	06/02/2022
Effective Date	06/02/2022
State	FL
Status	ACTIVE

Principal Address

12924 49th St N
CLEARWATER, FL 33762

Changed: 04/15/2025

Mailing Address

12924 49th St N
CLEARWATER, FL 33762

Changed: 04/15/2025

Registered Agent Name & Address

SAPP, BRET
12924 49th St N
CLEARWATER, FL 33762

Address Changed: 04/15/2025

Authorized Person(s) Detail

Name & Address

Title MGR

SAPP, BRET
12924 49th St N
CLEARWATER, FL 33762

Title MGR

SCHAMP, JOHN
12924 49th St N
CLEARWATER, FL 33762

Title MGR

DAVIS, KEVIN
12924 49th St N
CLEARWATER, FL 33762

Title MGR

CESLOK, GARRETT
12924 49th St N
CLEARWATER, FL 33762

Annual Reports

Report Year	Filed Date
2024	02/12/2024
2025	04/15/2025
2026	03/17/2026

Document Images

03/17/2026 -- ANNUAL REPORT	View image in PDF format
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02/12/2024 -- ANNUAL REPORT	View image in PDF format
03/14/2023 -- ANNUAL REPORT	View image in PDF format
06/02/2022 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Entity Information

BAYSIDE DREDGING LLC ● Active Registration

Unique Entity ID
FPQ4VL437245

Your registration was activated on 2026-03-19. It expires on 2027-03-17, which is one year after you submitted it for processing. To update or renew your registration, begin from your Entities Workspace.



Validate Entity
Completed



Get Unique Entity ID
Completed



Core Data
Completed



Assertions
Completed



Reps & Certs
Completed



POCs
Completed



Submit
Completed



Processing
Completed



Active
Completed

X. Required Responses

X.A Public Records*

Applicant must respond confirming they have received a copy of the Public Records Act, located in the attachment section.

[X] Please confirm
*Response required

X.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

X.C Title of Position and Company Name*

Please provide the title of the Prime Proposer and company name of the organization.

*Response required

X.D Employer Identification Number**

Please provide the Employer Identification Number.

*Response required

X.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 one hundred eighty (180) 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

X.F Agreement*

Proposer acknowledges, that the selected Respondent(s) shall be required to sign a standard City contract within fourteen (14) days of Notice of Selection for Award.

☒ Please confirm
*Response required

X.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

X.H Acknowledgment of Insurance Requirements*

By submitting a response to this solicitation, the Proposer acknowledges the required insurance conditions listed herein.

The proposer shall be required to submit their Certificate(s) of Insurance to the City of New Smyrna Beach no later than 24 hours following the selection of the recommended consultant(s). Failure to do so shall be just cause for forfeiture of the proposal guaranty.

☐ Please confirm
*Response required

X.I Conflict of Interest Disclosure*

PROJECT NUMBER: 01-26-PW - Environmental Services

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

X.J Complete Copy of Proposal*

In order to maintain comparability and to facilitate the review process, it is requested that proposals be organized in the manner specified below and uploaded as one (1) document:

- Cover page with company logo
- Table of contents
- Tab 1: Introduction and Executive Summary
- Tab 2: Project Approach/Management
- Tab 3: Experience and Qualifications
- Tab 4: References, Financial Stability/Ligation, and Acceptance of Conditions
- Tab 5: City Required Forms and Documentation. Including signed addendums if applicable.

Any portions of the proposal that do not comply with these guidelines or contain variances may be considered non-responsive.

*Response required

BAYSIDE DREDGING
5035 ULMERTON ROAD • CLEARWATER, FLORIDA 33760
CE (727) 436-5044 • FAX (727) 436-5003 • www.baysidedredging.com

April 5,2026

To Whom it May Concern:

Conflict of Interest

This is a statement to serve that Bayside Dredging LLC has no conflict of interest with clients, contracts, or property interest for this project.

Sincerely,

Bret Sapp – President
Bret@baysidedredging.com Ph: 727.798.0238
(Official representative and point-of-contact for this project)



Detail by FEI/EIN Number

Florida Limited Liability Company
BAYSIDE DREDGING LLC

Filing Information

Document Number	L22000254102
FEI/EIN Number	88-2719169
Date Filed	06/02/2022
Effective Date	06/02/2022
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03/14/2023 -- ANNUAL REPORT	View image in PDF format
06/02/2022 -- Florida Limited Liability	View image in PDF format

Response for Qualification
Environmental Services

City of New Smyrna Beach

RFQ-01-26-PW

Karina's Lakefront Maintenance, LLC
DBA: Karina Lake & Pond Services

Submitted By:

Ana Karina Perez, Owner & Ana Gabriela Roosen, B.S Biologist

Cell: (407)399-9415

Email: karina@karinalakefront.com

Company Information:

FEIN: 90-0818800

State of FL Certificate: L12000046891

Mailing Address: 1450 Seminola Blvd.

Casselberry, FL 32707

Website: www.Karinalakefront.com

Karina Lake & Pond Services

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Karina Lake & Pond Services

Tab 1:

Introduction and Executive Summary

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Karina Lake & Pond Services

To the City of New Smyrna Beach:

We are pleased to submit this Request for Qualifications and are enthusiastic about the opportunity to support the City's efforts. We value working in communities that prioritize environmental stewardship and the protection of natural resources. We are a local (Orlando) mid-size firm and our team is highly familiar with the New Smyrna area.

Over the past decade, rapid growth in Florida has placed increasing pressure on lakes and stormwater infrastructure. Addressing pollution, debris accumulation, impacts from human activity, and the spread of nuisance vegetation is central to our work and increasingly important to the conservation of our public land. Our approach, as outlined in this RFQ, is specifically tailored to meet the City's environmental service needs, and we are confident in our ability not only to meet but exceed expectations. We will ensure to consistently prioritize the City's objectives and deliver results with professionalism and integrity.

Water-focused environmental services are at the core of our expertise, and we are well-positioned to provide effective, cost-efficient solutions across stormwater systems, canals, shorelines, conservation areas, and ponds. We are committed to serving the public interest, safeguarding local ecosystems, and maintaining full accountability to government agencies. We aim to serve as a comprehensive, single-source provider for aquatic environmental services, minimizing confusion, reducing costs and timelines, and delivering cohesive, well-integrated solutions that are often fragmented when multiple vendors are involved. We are also known for our collaborative approach and strong partnerships with industry experts and fellow contractors when needed.

In the next page, you will find an executive summary which outlines a brief profile of our business and some of our strongest differentiators.

We sincerely appreciate the efforts of everyone involved in this request for the high level of organization, concise instructions and apparent commitment to the improvement of our stormwater infrastructure which ultimately affect us all.

With gratitude,

Karina Perez, President

Karina Lake & Pond Services

Executive Summary

Karina's Lakefront was born with no capital investment or acquisition; but rather with much dedication, long work days and willingness to work in challenging Florida conditions. We are a Florida Limited Liability Company established in April of 2012. Since inception we have worked exclusively in the state and specialize in restoration and maintenance of lakes, canals, ponds, public lands, conservation areas and recreational waters. In 2024, we created our current DBA: Karina Lake & Pond Services to appropriately include the scope of all other aquatic and environmental services we offer. We are a mid-sized, family-owned business. Decisions are made by Ana Karina Perez (owner), Ana Gabriela Roosen (biologist, chemical specialist and daughter), Tomas Roosen (currently environmental engineering student and son), and William Sandberg (Professional Engineer, construction license holder, and son-in-law). The rest of our staff includes heavy machine operators (3), boat operators (4), stormwater inspectors (4), dredging and shoreline stabilization crew (6), manual crew (13), herbicide specialist (4), project managers (2), bathymetric survey specialist (2) and all of the administrative support staff that ensure our business runs smoothly, priorities of admin staff involves permits, accounts, estimation and budget, safety, among others (6). Our staff is comprised of approximately 30 employees, all which are treated like family, some of the employees have multiple functions within the company. Being Hispanic and women owned, Karina Lake & Pond Services holds DBE status with FDOT, Private Sector, Federal and State MWBE. Our permanent place of business is our office at 1450 Seminola Blvd. Casselberry FL 32707 which the company owns since 2021.

Clients are a blend of commercial, private homeowners, general contractors and governmental agencies. Our strongest differentiator is the ability to perform large jobs with a boutique style approach. Each project is treated with thoughtfulness and individuality. We believe in integrated solutions that usually involve more than one technique for successful project completion. We are able to perform high quality work with a targeted approach by blending manual, mechanical and hydraulic techniques. By combining strategies, we aid in the preservation of our native habitat and wildlife. We employ a large amount of manual field labor for specialized and sensitive areas in conjunction of heavy machines. Our manual crew leaders are well trained in harvesting, dredging, shoreline stabilization, rip-rap installations and maintenance of stormwater systems and pipes. Additionally, we are developing an in-house nursery to offer all plant material services for the installation of native aquatic gardens, alternative shoreline stabilization and restoration of sensitive areas. This ensures that we are able to revegetate areas impacted by the activities related to this RFQ (Example: limited access areas or machine collateral damage).

Our strongest partnership is with an environmental firm; Paragon Environmental. They act as our re-enforcement for supply of larger/specialized or additional equipment, complex dredging scopes, complex surveying or mapping and drone analysis. They do not own any stake in our business and do not influence business decisions. We intend to execute in-house all of the management activities provided in the description of services on page 20 of this RFQ but plan to utilize Paragon as our subcontractor for complex activities and aid our in-house personnel. In the next pages you will find the evidence to demonstrate adequate equipment, finances and personnel as requested.

Karina Lake & Pond Services

List of Current Contracts

Our current recurrent billables and maintenance clients involve a mix of 450 costumers which we visit on a monthly or bimonthly rotation. About 18% of these clients have been with us for over 10 years. The scope provided in the recurrent client categories include; aquatic vegetation removal (submerged, emerged and woody.) Assurance of waterflow in recreational areas, inspections of stormwater systems, repair and maintenance of irrigation lines, shoreline maintenance, chemical applications, debris removal, boat access dredging, boat ramp cleaning, water quality sampling, raking, mowing and trimming maintenances.

In addition, we are the current providers for task authorizations for several private and public agencies or one-off jobs. The current clients below contracted similar services as the scope of work of this RFQ.

CLIENT NAME	Contact	Email	Phone	Billed to date	Quoted Work Value
University Of Central Florida - Utilities and Engineering Serv.	Amanda Charnock	amanda.charnock@ucf.edu	(561) 762-8544	$ 405,261.00	$ 592,186.00
Osceola MSTU & MSBU Ponds- Special Assesment Dept.	Edwin Torres	Edwin.Torres@osceola.org	(321) 588-6376	$ 386,204.38	$ 827,682.38
Isleworth Community Association, Inc.	Dan O'Connell	Dan.Oconnell@isleworth.com	(305) 725-1057	$ 233,931.98	$ 264,971.98
Osceola Environmental and Public Lands -Lake Toho/Neocity	Andrew Kholer	andrew.kholer@osceola.org	(407)728-2606	$ 51,060.00	$ 1,506,000.00
Osceola Road and Bridge Dept.	Charles Richards	charles.richards@osceola.org	(407) 742-7505	$ 20,922.00	$ 248,400.00
Canaveral Port Authority City of Cocoa Beach	Jeff Lindemann	jlindemann@portcanaveral.com	(330) 242-1708	$ 12,675.00	$ 23,050.00
Total Care Orlando Property Manager	Etiene Aguiar	etiene@totalcareorlando.com	(407)473-0860	$ 146,301.21	$ 194,301.21
Royal Harbor HOA - Leland Management	Lian Sierra	lsierra@lelandmanagement.com	(786) 780-6699	$ 29,820.00	$ 62,220.00
BDI Marine and Site Contractors	Andrew Wilson	awilson@bdimarineandsite.com	(561) 831-4151	$ 18,478.60	$ 134,332.10
HOMEVEST MANANGEMENT	Justin V. LaManna	justinv@homevest.com	(407) 897-5400	$ 19,890.00	$ 23,010.00
Bear Gully Pointe HOA	Larry Bond	lbond6078@gmail.com	(407) 739-6418	$ 12,300.00	$ 16,860.00
LAKE FLORENCE PRESERVE	Maurice Remillard	MauriceR@aspiremanagement.org	(407) 614-6144	$ 10,750.00	$ 14,950.00
Anne Mirbey -Erosion, Dredge/Fill Permit, Aquatic Maintenance	Anne Mirbey	annemirbey@yahoo.com	(407) 729-0715	$ 36,403.09	$ 43,963.09
Debbie Martin -Erosion Control, Vegetation Removal, New Dock	Debbie Martin	dmartin80@earthlink.net	(407) 758-7103	$ 141,124.43	$ 170,074.43

Last Updated 04/20/2026

Karina Lake & Pond Services

Verifiable References

Any of the contacts in the above page can be verified, but the following project managers are aware they may be contacted and provided a reference.

CLIENT NAME	Contact	Email	Phone	Billed to date	Quoted Work Value
University Of Central Florida - Utilities and Engineering Serv.	Amanda Charnock	amanda.charnock@ucf.edu	(561) 762-8544	$ 405,261.00	$ 592,186.00
Osceola MSTU & MSBU Ponds- Special Assesment Dept.	Edwin Torres	Edwin.Torres@osceola.org	(321) 588-6376	$ 386,204.38	$ 827,682.38
Isleworth Community Association, Inc.	Dan O'Connell	Dan.Oconnell@isleworth.com	(305) 725-1057	$ 233,931.98	$ 264,971.98

Surety & Insurance Information

1. St. Good Insurance of Florida:
   Matthew Smith -Commercial Account Executive
   stgoodinsurance.com
   2501 SE Aviation Way, Stuart, Florida 34996
   Cell: 772-919-2430 Email: msmith@stgoodinsurance.com
   Services provided to us: Job related bonds broker, current agent for Gen. Liability, Professional, Pollution, Marine and Property Policies. We have worked with them since 2017.

2. Brown & Brown Insurance:
   Isaac Wagner -Vice President, Commercial Insurance Advisor
   Bbinsurance.com
   300 North Beach Street, Daytona Beach, Florida 32114
   Cell: 386-679-1820 Email: Isaac.Wagner@bbrown.com
   Services provided to us: Job related bonds broker, current agent for Commercial Vehicle, Workers Compensation, Equipment Insurance. We have worked with them since 2020.

*For information on individual company providing policy see attached Certificate of insurance on tab 5 – Insurance Requirements

Job Related Loses

None of any kind to date in the last 3 years or greater. Verified: April 2026

Karina Lake & Pond Services

In- House Equipment List

- Weedoo GreenBoat Aquatic Harvester equipped with cutters, pullers and bucket, and reinforced costume made steel bucket made to order for Karina Lake. This Machinery can be use in shallow waters minimal of 2ft.
- Carolina Skiff Boat equipped with dredge pump and herbicide pump
- (3) Medium and small size John Boats with engines
- Debris Collection Pantoon Boat
- Pumps of 50 Gallons, 30 Gallons and 20 Gallons
- John Deer 4x4 Large Utility Tractor (for pulling and removing Vegetation)
- Medium bobcat excavator
- Large Hydraulic Dump Trailer
- (6) Water pump systems for dredging, root system removal and sediment collection -300 ft hoses
- Drones for visual survey of vegetation
- Isuzu Dump truck
- (10) Ford F-150 with different sized trailers
- (2) Ford F-350
- (1) Ford F-250
- Soil Hydrolic Platecompactor
- Ride-on lawnmowers
- (8) Aquatic Weed Razors
- Large, Medium and small Kayaks.
- Many General Landscaping equipment tools such as: Weed Trimmers, Hedgers, Diggers, Blowes. Approximately 100 individual equipments
- (50) Turbidity type III re-usable floating silt barriers 50 ft long each
- Biobase aquatic sonar and topographic survey equipment
- Water quality analysis probes

*All other heavy machinery is rented from local vendor as needed. These include Excavators, Trenching Machines, Heavy Power Tools and Loaders.

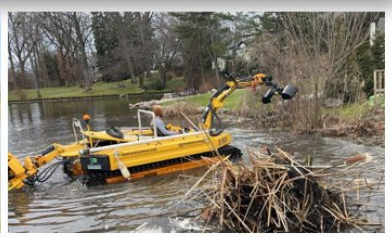
Karina Lake & Pond Services

Additional Available Equipment by Paragon

PARAGON







Mechanical Dredging / P-Rex

- 55 HP diesel engine
- Hydraulic augers with adjustable depth and tilt
- Operates on water and land
- Tracked pontoon system for shallow access
- Variable speed up to 3.75 mph
- 7'10" working reach with 270° swing
- Compact footprint for confined areas
- Designed for weed free, controlled excavation
- Reliable electrical control system

P-REX performs reliably across a wide range of shallow water and shoreline applications

- Weed Harvesting
- Cattail Removal
- Shoreline Edging
- Extremely Versatile
- No Ramp Needed

Aquatic Weed Harvesting

- The perfect piece of equipment for aquatic weed removal.
- Paragon's Weed Harvester also known as Brontosaurus can use a cutter head or the
- Wheel system that you see in the picture to the right, which uses the two-wheel tumblers to pull in and pinch weeds that are attached to the bottom of the lake or pond and pinch the stem to pull it from the roots and remove them.

The Weed Harvester Excels in

- Ponds
- Lakes
- HOA's
- Golf Courses







Karina
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Hydraulic Dredging / Para 10 Dredge

- 10 inch hydraulic dredge system
- High volume slurry pump
- Designed for large scale sediment removal
- Operates in ponds, lakes, and waterways
- Continuous dredging without dewatering
- Deep cutting capability for heavy material
- Diesel powered for high output performance
- Built for long run time and reliability







Para 10 delivers high production hydraulic dredging for large volume capacity restoration

- Large Pond Restoration
- Catch Basins
- Rivers & Waterways
- High Volume Sediment Removal







Mechanical Dredging / Mini Dredge

Platform:
•Length: 18'3"
•Width: 8'
•Height: 9'10"
•Total Weight: 3800 lbs.
•Draft: 12 inches

Pontoons:
•Ultra High Molecular Polyethylene
•Modular/Foam Filled

Excavation:
•Excavation Depth: 0-40 feet
•Traverse Speed: 0-38 fpm

Dredge Pump:
•Type: Severe Duty Slurry/Agitator

Motor:
•20 hp, 1170 RPM, 460v
•Service Factor: 1.35

Max. Spherical Solids:
•1.5 inch

High-Control Dredging for Areas Larger Equipment Cannot Reach

- Retention Ponds
- Digester Tanks
- WWTP Lagoons
- Farm Slurry/Ash Ponds

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Bathymetic / Remotely Operated Surveying Boat

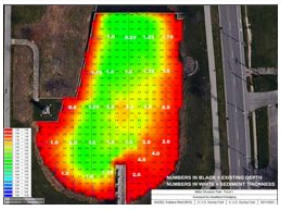
Controls
- Remotely Operated via GPS

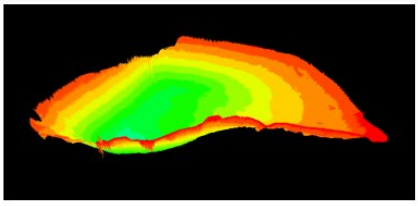
Battery:
•12V, 88 Ah Electrical Control System

Dimensions (Overall):
•Length: 6'
•Width: 3'
•Height: 2'

Dimensions (Hull):
•Length: 6'
•Width: 3'
•Height: 2'







Built for the Most Challenging Water Environments

- Mine Tailings Ponds
- Wastewater Treatment Digesters
- Chemical Plants
- Pulp Mills
- Rock–Stone-Sand Quarries
- Farm Slurry
- Ash Ponds







Dewater Bag Option

Pros

- Lower upfront mobilization compared to mechanical separation systems
- Simple setup using flexible, modular bags
- Effective for short duration or limited volume projects
- Minimal equipment footprint

Cons

- **Requires significant land area depending on sediment volume**
- **Long dewatering timelines, often 45 to 60 days**
- **Bags can become a visual and site management issue**
- **Material still requires secondary handling and disposal**

Karina Lake & Pond Services

Other Resources and Equipment Available for this Contract

We pride ourselves in outsourcing most locally

Leased Equipment:

Large Excavators, Skid Steers, Loaders, Bulldozers, Backhoe, Soil Compactors, and others.
- Synergy Equipment Rentals (Orlando, FL)
- Sunbelt Rentals (Winter Haven, FL)
- United Rentals (Orlando, FL)

Debris/ Sediment Transport & Support:

- Gaston Grapple and Trucking (Zellwood, FL)
- J & J Grapple and Trucking Service (Apopka, FL)
- Tree Monkeys (Chuluota, FL)
- Central Florida Arbor Care (Ocoee, FL)
- Parker Brothers Trucking (Orlando, FL) – Road base and soil materials
- Lieffer Excavation (Orlando, Fl) – Road base and soil materials

Specialized Pipe Repair, Jet-Vac Cleaning, Sinkhole Support, Water Sealed Truck Support:

- Cloud9 Services (Orlando, FL)
- Florida Jetclean (Tarpon Springs, FL)
- SCA Sweeping Corp of America (Longwood, FL)
- Shenandoah (Gibsonton, FL)
- Your Environmental Solution (Orlando, FL)

Specialized Material:

- Ferguson Waterworks (Sanford, FL) -Piping, erosion and other materials
- Pemberton Steel (Longwood, FL) -Grates, barriers, stormwater system parts
- Nikki's Rep Services (Casselberry, FL) -Concrete demo, design, build
- Pebble Junction (Sanford, FL)- For Natural stone
- 3 Volcanos Farm (Leesburg, FL) –Native vegetation material
- ACF Environmental (Sanford, FL)- For Eco-Friendly supplies and materials
- SiteOne (Orlando, FL)- Sod and soil, plant material
- Biosphere Nursery (Winter Garden, FL)- native aquatic marginal plants

Professional Resources:

- Enrique Torrens P.E (Winter Springs, FL)– Engineer consultant for plans and stamped drawings
- Eurofin Environmental (Altamonte Springs, FL)– Lab for water quality analysis, environmental testing
- Ardaman & Associates, Inc (Orlando, FL)- Soil exploration and reports
- Ireland Surveying, Inc (Orlando, FL)- Licensed surveying services
- Lebron Surveying, Inc (Winter Park, FL) – Licensed surveying services
- Orlando tree Consultant (Orlando, FL)- Licensed arborist services

Network Informational & Educational Resources Include:

We strive to expand our technical knowledge by gaining experience and through the leading scholars in the field. When complex scenarios arise in which the most effective treatment or solution is not clear, we are able to seek support within our large network of resources. For example, we may discuss our findings with professors at the UF agronomy center to evaluate or obtain expert recommendations. We value scholar knowledge as much as field knowledge and encourage our staff to seek support and exercise and inquisitive mind and creative solutions. I believe this is what has made us successful in a challenging industry. Our philosophy is to provide safe, honest and quality work while maintaining responsibility to our environment.

The list below identifies some of the key resources in our network when support is needed.

- Stephen Enloe PhD, UF/IFAS professor at the center for Aquatics- For questions regarding invasive species or environmental issues.
- Lynn Gettis PhD, UF/IFAS director for center of Aquatics – For any question aquatic and eco-friendly solutions
- Kelli Gladding, President of the Florida Aquatics Plant Management Society- For question regarding invasive species eradication, herbicide use.
- Michael McCabe, PE, American Public Works Association and Deputy District Engineer - For questions regarding stormwater control and installation.
- Dharmen Setaram, Windfield Solutions- For aquatic vegetation management and support
- Lorne Malo, Consultant- Seasoned/Retired FWC employee, with much knowledge on permitting and Florida Ecosystem including endangered species and sensitive vegetation.

Karina
Lake & Pond Services

Key Personnel and Qualifications

For this RQP the following staff will be available to carry out tasks for the City of New Smyrna

1-Ana Karina Perez: Owner, General Supervisor, Estimating, Planning and Development of Project, Erosion Installation Project Manager, Certified Stormwater Inspector. Business owner and management experience for over 40years.

2-Ana Gabriela Roosen: 9 years performing duties as Biologist, Aquatic License Holder, Stormwater Inspector, Community Outreach, Administrative Manager, Permitting Procedures, FWC contact, Fish-Barrier Inspector. Current student for Natural Areas License.

3-Tomas Roosen: 6 years acting as Assistant Project Manager, OSHA Certified Safety Inspector and Engineer Tech. 2 years as Aquatic License Holder.

4-William Sandberg: 8 Years experience working with Water/Waste Water project Management, 4 years working with Karina as Project Manager Estimator, Stormwater Inspector and Pond Mapping and surveying supervisor, 3 yrs as Professional Civil Engineer and Florida Construction License holder for Karina. Osha Certified

5-Joanna Sanchez: 10 years in the administrative field and 3 yrs Permitting Procedures, HR, Client Relations and Invoicing wit Karina Lake & Pond Services.

6-Victor Fajardo: 15 yrs + Supervisor and Foreman of Manual Removal of Vegetation, Landscaping, Tree Removal and Install, Experience sod installation supervisor and tech, Native Vegetation Installation and Nursery Supervisor, Shoreline Mitigation Installation lead. Working with Karina for 8 yrs.

7-Kalima Brooks: 20 yrs + Experienced heavy equipment operator and trainer. Specialized in Dredging and challenging terrains. Osha Certified.

8-Oscar Mejia: 10 years working as Foreman, Mechanical Water Harvesting Operator, Manual Vegetation Removal, Heavy Equipment Operator, Debris Transportation Coordinator. Working with Karina for 9yrs.

9-Nelson Tellez: 20+ years Manager of Dock, Rip-Rap Restorations, Erosion Control Installation, Dredge Equipment Operation Consultant, Repair of Stormwater System structures. Working with Karina for 5yrs.

10-Oscar Rey: 8 yrs+ field staff supervisor and project manager. Working with Karina for 3yrs.

11-Arturo Alfredo Roosen- 35+ yrs experience. Mechanical and Agronomy Engineer, Heavy Machine Repairs and safety inspector.

Paragon Staff to be involved:

12- Brian Bradford: 13 years in Oil and Gas Industry as a Solids Control Supervisor. 1 Year as Shoreline Stabilization Manger/Assistant Environmental Operations Manager.

13-Brian Lawson: 25+ years in Environmental Management, Equipment Operator, Dredging and Soil Control, Weed Harvesting.

14-Edward Moyer: 26 years in Environmental Industry as a Fluids and Solids Separation Engineer. VP of Operations. 3 Years as Environmental Operations Manager.

15- Lee Ford: 8 years in Environmental industry, Operating centrifuges, dredges and aquatic weed harvesters.

16-Brion Talkington: 14 + years in environmental industry specializing in fluid and solids separation. Supervise logistics along with heavy equipment, centrifuge and dewatering operations.

See Resumes and Certification in Project Team Tab 3 Pages

Tab 2

Project Approach/ Management

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Karina Lake & Pond Services

Project Management Procedure

Work Flow & Timeline for the City of New Smyrna

Upon a request for proposal, we will activate the following workflow within 24 hrs:

1- Inspection and evaluation of site and waterbody. Including accessibility, soil and vegetation identification.
2- If requested, we can provide our opinion related to the task or analysis of site conditions
3- Development of a proposal and integrative approach presentation (if needed or recommended)
4- Provide a description of work and price, including labor, materials and disposal of debris.
5- List of employees involved as well as subcontractors or firms
6- Timeline and possible dates for project completion

When Task Authorization is issued, we will proceed as follows:

7- Waiting for PO before commencement of activities, timeline will be provided
8- We can begin administrative work to begin the scope within 24hrs
9- Permit processing & Surveying
10- Maintenance of traffic will be planned (MOT plan approval by the city needed)
11- Timeline of events and weekly updates. Once permit and approval receive work will be scheduled to begin within 5 days. We are very receptive to the City's need and will prioritize suggested Schedule from City Project manager or supervisor.
12- File notice of commencement (if required by the city or county), install message boards
13- Stormwater runoff devices and MOT devices will be installed
14- Work will commence
15- Weekly project progress reports and timelines
16- Request of inspection of work completion by City official or Project manager for signoff.
17- Post Completion report with pictures, permits closures and drawings
18- Invoice will be generated with PO number and instructions provided.

*We take pride and are available to problem solve, recommend or provide solutions to stormwater infrastructure issues without a request for proposal (if desired).

Karina Lake & Pond Services

Technical Approach

The selections of techniques to be utilized on a given job involve understanding how the environment may be affected. No two waterbodies are the same and the careful examination of the jobsite is necessary to establish a step-by-step solution with the least environmental impact possible. All of our jobs begin with an initial site visit where the goals and priorities of the project are established. Good communication with other contractors and the city representative is crucial.

Our approach often involves developing Integrated Management Plan (IMP) that utilize different methods to successfully complete the job in a timely manner, optimize the process, reduce cost, reduce the negative impact on the desired ecosystem, reduce the amount of waste or dead vegetation, and decrease the probability of creating resistance in the nuisance vegetation or soil alteration.

Our standard IMP may include initial studies or surveys, engineered plans as required depending on the scope. An aquatic application (usually at low rates of chemicals or Alum treatments to flock sediment or turbid water before dewatering or post dredging), Water analysis may be recommended depending on the issue, for example a faulty stormwater drainage leaking Coliform to the waterbody or a HAB (Harmful Algae Bloom). Depending on analysis we may suggest water treatments or issue notifications to nearby public. We will then weight the benefits of techniques: mechanical (aquatic harvesters and heavy equipment) or manual harvesting of the vegetation (for better preservation of the native environment), or dredging with mechanical, manual or hydraulic equipment or a combination. We determine optimal plan analyzing the specific site conditions, goals of the city and associated cost. Additionally, we may suggest other piggyback restorative work such as the installation of shoreline stabilization fabric, geo-cell, sox bank installation, rip-raps, aquatic gardens or native vegetation as well as other areas of concern within the project area. If additional issues at the site are noted, a report will be provided with the city with the issue and the recommended action. Our IPMs includes appropriate installation of sediment control barriers before commencement of work, maintenance of traffic plan, if necessary, optimal and contained debris and vegetation removal from the site. We make a through report of our visit and document current conditions of the wildlife, sensitive species, water, soil, vegetation and weather which includes pictures and drawings of the work performed. Lastly, we may suggest maintenance of stormwater structures, pipes or outfalls to preserve the job completed at ensure best performance all year. By owning drones, probes, boats and surveying equipment we are able to perform studies as we see fit for a transient determination of our success and measure the progress of our scope without incurring additional fees from surveyors or outside parties.

We always inform of possible permits necessary for activity and make sure permits are active before commencing. If permits are necessary, we are able to process them in house. We have Engineer on staff to utilize when a PE signature is needed for the restoration and to provide as-build reports and drawings.

Karina Lake & Pond Services

Innovative Concepts and Future Developments

As part of our innovative approaches, we have developed unique techniques utilizing high pressure water jets to remove root systems or silt removal from water drainage systems. When we are unable to see status of the blockage, we may utilize technology such as drones, self-driving boats, pipe camps or sonars surveys where visuals are not available that will allow for a more precise cost estimate and reduce the probability of unforeseen costs.

Our current developmental goal is the expansion and improvement of our equipment and assets. It involves the work with a naval architect who is designing a large barge that can hold a large excavator for collection of the debris and sediment surrounded by deep areas. We are in the process of purchasing an all-terrain excavator that will allow us to work in expansive flooded shallow wetlands and marsh. By expanding our equipment and assets we are able to provide more cost-effective solutions by reducing upcharge costs related to subcontractor profit margins, allowing us to better control the costs associated with a scope and the cost of labor. This will enhance our Integrated Project Management by providing more “tools in our toolbox”. All of the profit currently generated by Karina Lake & Pond Services is being re-invested into the business and the professional development of our employees.

Ana Gabriela continues to keep up with aquatic technologies and attends almost all of the conferences of FAPMS and UF/IFAS to further her knowledge in the industry. She is recognized as SePro Stewardess of Water and will be in the board committee of Florida Aquatic Plant Management Society beginning October 2026.

Tomas will graduate with as an Environmental Engineering Degree late next year and we hope we can develop new and innovative techniques that are less impactful for the environment.

Because we are local (about 45 mins from New Smyrna) and we expect most of the work requested in this RFQ to be done in house, we are confident that we can provide schedule adherence. Being a medium size family business, the city will have close contact with decision making managers and tailored, timely services. This RFQ will be prioritized as the scope is exactly what we are looking to aid in our expansion.

Our expansion plan also involves developing the native nursery portion of our business and expanding relationships with the Governmental/Public Agencies. We are working in obtaining our Marine Contractor License which will allow us to participate in marine construction related projects such docks, decks, piers, seawalls, retention walls and design of brand-new stormwater drainage structures and ponds. Working with Paragon has allowed us to propose work-related to large-scale dredging of lakes and ponds.

We are eager to become one of the most competitive environmental firms that encompass everything aquatic in a wholesome manner all across Florida.

Karina Lake & Pond Services

Cost Estimating Procedures

We have internally developed formulas and costs sheets to successfully compare prices of cubic/yard of debris or sediment against the different equipment and methodology. For example, a dollar amount for manual cubic/yard of removal of terrestrial vegetation, compared to submerged, or silt or muck by utilizing manual, mechanical or hydraulic methods. Most of the time, the methods are combined to be most efficient and to preserve the environment as much as possible.

This allows us to determine which machines and what transportation and labor costs are associated with each technique to select the option that is optimal for timeline of completion and cost.

When subcontractors are required for the completion of the scope, we always obtain several quotes from them before carrying the price.

To be aid in the proper estimating, we utilize our surveying equipment and probes to avoid unforeseen challenges or price adjustments. All of the jobsites will be inspected prior to estimating. We are very serious about completing the job within budget. Often time will provide reports of conditions of sites as part of our estimates free of charge.

Karina Lake & Pond Services

Examples of Reports and Documentations Available
(Past Completed Jobs)

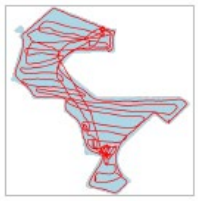
Bathymetric & Hydrographic Reports: For Dredging Scopes, Submerged Vegetation Removal, Water Volume, Percent Vegetation, Pond Topography, Etc. Pre and Post completion of dredging report. This can be tailored.

BIOBASE

ANALYSIS REPORT

NeoCity, Osceola County Florida

Report Time Stamp: 2026 April 09 - 01:47 (UTC)



Survey Metadata

Data Collector:	Ana Karina Perez
Survey Time Stamp (UTC):	2026 April 07 - 14:20
Starting Location:	28.298711, -81.383746
Ending Location:	28.300423, -81.384124
Distance	11.808 miles

Survey Statistics

Average Water Temperature:	77.0 °F
Survey Area:	131.060 acres
Survey Volume:	2709.955 acre ft
Percent of Waterbody Surveyed:	94.9%
Waterbody Area:	138.045 acres
Estimated Waterbody Volume	2854.394 acre ft

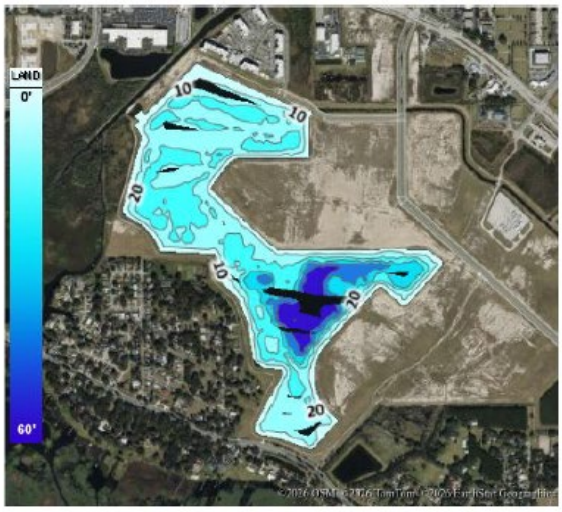
Survey Settings

Includes Edited Data:	No
Track Buffer:	30 m
BV Grid Cell Size:	6 m
BV Minimum Detection - Percent:	5.0%
BV Minimum Detection - Depth:	2.400 ft
BV Maximum Detection - Depth:	20.000 ft
BV Sonar Channel:	NA

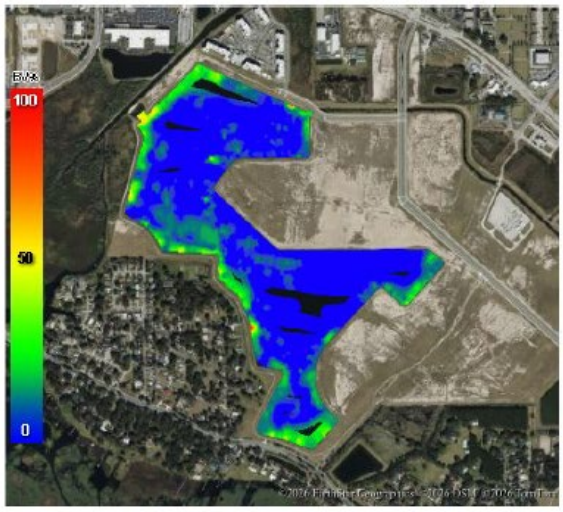
Biovolume Summary

Type	PAC	Avg BVp	SD BVp	Avg BVw	SD BVw	Depth Range	Depth Avg	No. Depth Records
Point	33.6%	21.4%	± 19.2%	7.2%	± 13.1%	1.51 - 60.89 ft	16.093 ft	7178
Grid	25.2%	16.8%	± 11.3%	4.2%	± 9.2%	0.15 - 60.19 ft	20.677 ft	18946

Bathymetric Contour Map

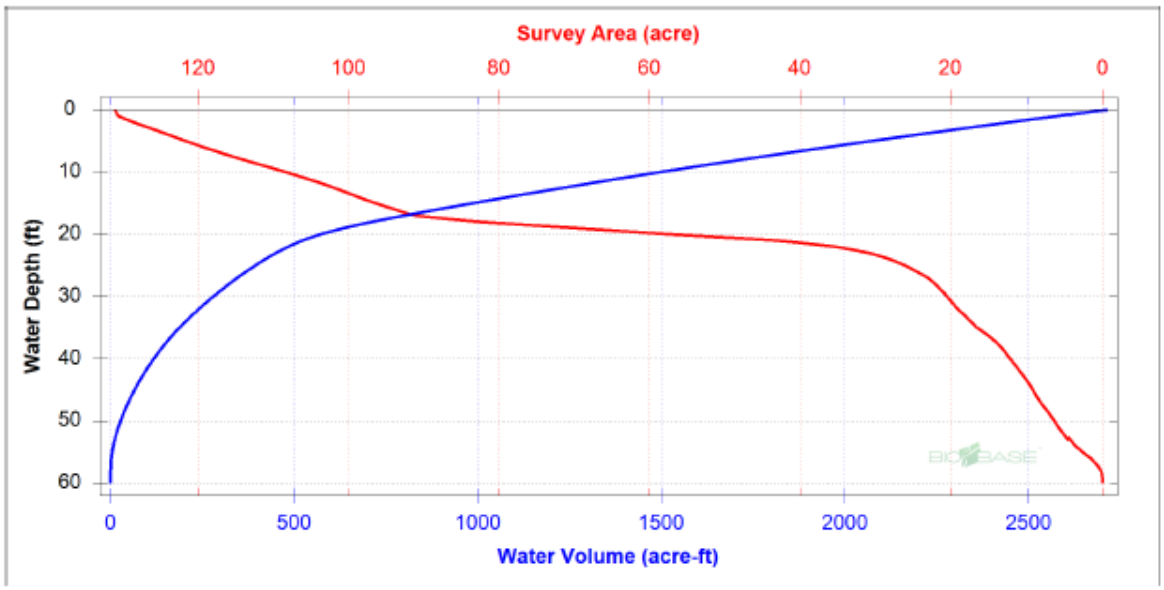


Vegetation Biovolume Heat Map



Hypsographic Summary

Hypsographic Chart



Depth	Area	AreaP	Volume	VolumeC	VolumeP
0 - 1 ft	131.060 acres	100%	130.880 acre ft	2709.955 acre ft	100%
1 - 2 ft	130.585 acres	99.6%	129.687 acre ft	2579.075 acre ft	95.2%
2 - 3 ft	128.612 acres	98.1%	127.425 acre ft	2449.388 acre ft	90.4%
3 - 4 ft	126.240 acres	96.3%	125.106 acre ft	2321.963 acre ft	85.7%
4 - 5 ft	123.973 acres	94.6%	122.838 acre ft	2196.857 acre ft	81.1%
5 - 6 ft	121.709 acres	92.9%	120.516 acre ft	2074.019 acre ft	76.5%
6 - 7 ft	119.304 acres	91.0%	118.044 acre ft	1953.503 acre ft	72.1%
7 - 8 ft	116.762 acres	89.1%	115.441 acre ft	1835.459 acre ft	67.7%
8 - 9 ft	114.077 acres	87.0%	112.649 acre ft	1720.019 acre ft	63.5%
9 - 10 ft	111.193 acres	84.8%	109.767 acre ft	1607.369 acre ft	59.3%
10 - 11 ft	108.367 acres	82.7%	107.025 acre ft	1497.603 acre ft	55.3%
11 - 12 ft	105.717 acres	80.7%	104.431 acre ft	1390.577 acre ft	51.3%
12 - 13 ft	103.145 acres	78.7%	101.976 acre ft	1286.147 acre ft	47.5%
13 - 14 ft	100.878 acres	77.0%	99.813 acre ft	1184.171 acre ft	43.7%
14 - 15 ft	98.747 acres	75.3%	97.613 acre ft	1084.358 acre ft	40.0%
15 - 16 ft	96.406 acres	73.6%	95.142 acre ft	986.746 acre ft	36.4%
16 - 17 ft	93.846 acres	71.6%	92.441 acre ft	891.604 acre ft	32.9%
17 - 18 ft	90.981 acres	69.4%	87.972 acre ft	799.163 acre ft	29.5%
18 - 19 ft	82.391 acres	62.9%	75.898 acre ft	711.191 acre ft	26.2%
19 - 20 ft	69.698 acres	53.2%	63.824 acre ft	635.293 acre ft	23.4%
20 - 21 ft	57.199 acres	43.6%	49.534 acre ft	571.469 acre ft	21.1%
21 - 22 ft	43.099 acres	32.9%	38.827 acre ft	521.935 acre ft	19.3%
22 - 23 ft	35.270 acres	26.9%	32.909 acre ft	483.108 acre ft	17.8%
23 - 24 ft	30.829 acres	23.5%	29.359 acre ft	450.199 acre ft	16.6%
24 - 25 ft	28.031 acres	21.4%	26.984 acre ft	420.840 acre ft	15.5%
25 - 26 ft	26.038 acres	19.9%	25.231 acre ft	393.856 acre ft	14.5%
26 - 27 ft	24.457 acres	18.7%	23.724 acre ft	368.625 acre ft	13.6%
27 - 28 ft	23.008 acres	17.6%	22.476 acre ft	344.901 acre ft	12.7%

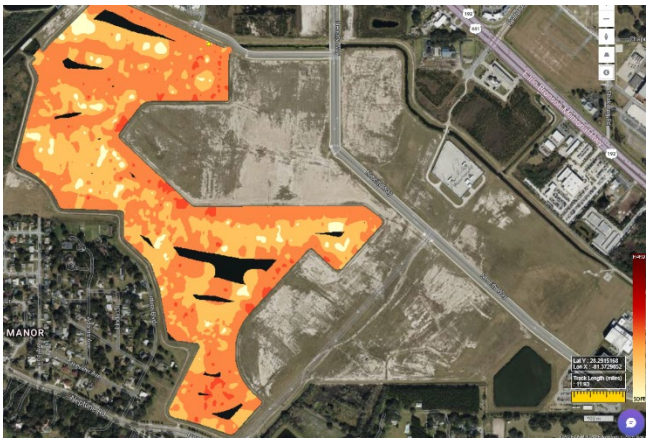
Karina Lake & Pond Services

Biovolume Analysis by Quintiles

Type	0 - 20%	20 - 40%	40 - 60%	60 - 80%	80 - 100%
Point	85.9%	9.7%	4.0%	0.2%	0.1%
Grid	92.0%	6.9%	1.0%	0.1%	0.0%

Biovolume Analysis by Depth

Type	Depth	Count	PAC	Avg BVp	SD BVp	Avg BVw	SD BVw
Point	0 - 1 ft	37	97.4%	34.1%	± 30.0%	33.2%	± 30.0%
	1 - 2 ft	668	96.7%	32.8%	± 14.5%	31.7%	± 14.5%
	2 - 3 ft	1004	74.5%	19.7%	± 15.3%	14.7%	± 14.5%
	3 - 4 ft	260	54.6%	10.8%	± 8.4%	5.9%	± 6.8%
	4 - 5 ft	153	22.9%	12.2%	± 11.1%	2.8%	± 5.9%
	5 - 6 ft	197	10.0%	13.3%	± 13.2%	1.3%	± 5.7%
	6 - 7 ft	66	6.2%	10.7%	± 10.3%	0.7%	± 2.7%
	7 - 8 ft	0	0%	0%	± 0%	0%	± 0%
	8 - 9 ft	0	0%	0%	± 0%	0%	± 0%
	9 ft +	0	0%	0%	± 0%	0%	± 0%
Grid	0 - 1 ft	790	69.4%	25.6%	± 14.3%	17.7%	± 16.7%
	1 - 2 ft	1114	68.8%	23.9%	± 12.8%	16.4%	± 15.4%
	2 - 3 ft	1314	67.5%	20.6%	± 10.7%	13.9%	± 13.1%
	3 - 4 ft	1184	60.1%	16.0%	± 7.9%	9.6%	± 9.9%
	4 - 5 ft	1140	45.9%	12.2%	± 5.8%	5.6%	± 7.2%
	5 - 6 ft	4481	15.9%	9.7%	± 4.9%	1.5%	± 4.0%
	6 - 7 ft	4449	12.6%	7.8%	± 2.8%	1.0%	± 2.8%
	7 - 8 ft	991	5.0%	8.2%	± 2.8%	0.4%	± 1.9%
	8 - 9 ft	477	4.0%	6.7%	± 1.2%	0.3%	± 1.3%
	9 ft +	0	0%	0%	± 0%	0%	± 0%



Water Hardness Surveys

Lake & Pond Services

Qualitative Environmental Monitoring Reports: For vegetation removal scopes, restoration of sensitive areas, permit compliance, analysis of restoration success

3656 Bougainvillea Ct
Winter Park, FL 32792
P: (407)255-4642
karina@karinalakefront.com

QUALITATIVE MONITORING REPORT

Client: **GEM LAKES APARTMENTS**
201, 301, 331, 401, 411, 1603 Monroe Ave & 170, 175 Gem Lake Dr.
Maitland, FL 32751

Last Maintenance Date: 09/19/2025
Report Date: 09/25/2023
Report Quarter: JUL-AUG-SEP 2023 Q3
Report No.: 1

Aquatic planting pods	Precise location	Size of plot in transect	Time	Observed % of NATIVES	Observed % of EXOTIC INVASIVE	% Total Ground Cover	Native species present	Invasive species present (FLEPPC 1 & 2)	Notable Observations
Transect 1	28.612166, -81.367658	150 ft.	9:10am	>99%	<1%	>95%	Spatterdock, Cordgrass, Pickerelweed, Lilies	Torpedograss under control following maintenance	refer to figure A, T1
Transect 2	28.612667, -81.367437	150 ft.	9:19am	>99%	<1%	>95%	Spikerush, Pickerelweed, spatterdock, lilies	Torpedograss under control following maintenance	Refer to figure B, T2
Transect 3	28.614239, -81.368462	150 ft.	9:26am	>99%	<1%	>95%	Bullrush, Pickerelweed, spatterdock, water lilies, Fakahatchee grass,	Torpedograss under control following maintenance	refer to figure C, T3
Transect 4	28.614519, -81.369137	150 ft.	9:34am	>99%	<1%	>95%	Cordgrass, Pickerelweed, Blue flag iris, Spatterdock, water lilies	Torpedograss under control following maintenance	refer to figure D, T4
Transect 5	28.615928, -81.368859	150 ft.	9:37am	>99%	<1%	>95%	Cordgrass, Pickerelweed, Blue flag iris, Spatterdock, water lilies	Torpedograss under control following maintenance	refer to figure E, T5
Aquatic planting pods	**Precise location**	**Size of plot in transect**	**Time**	**% of native**	**Observed % of EXOTIC INVASIVE**	**% Total Approx Cover**	**Native species present**	**Invasive species present (FLEPPC 1 & 2)**	**Notable Observations**
Mitigation area 1 (411 Monroe Ave)	28.612116, -81.368450	150 ft.	9:50am	>95%	<10%	>95%	Duck Potato, Spikerush, Softrush, Pickerelweed	Duckweed present	Refer to figure F, T6
Mitigation area 2 (175 Gem Lake Dr.)	28.613871, -81.369824	150 ft.	9:57am	>95%	<10%	>95%	Pickerelweed, Lilies, Duck Potato, Bullrush, Spikerush	Duckweed Present	Refer to figure G, T7

Next Maintenance scheduled for: 11/13/2025 by KLM **Report performed by :** Ana Roosen - Biologist Karina Lakefront **Date:** 09/25/2025

Management activities for next maintenance: Spray with Glysophate 2% concentration between plants for the control of Torpedo Grass, Alligatorweed

Spray with Diquat/Glysophate mixture in Mitigation areas 1 and 2 for Duckweed control being mindful of native vegetation, pull torpedograss between plants

Success Criteria
1) 0% coverage of FLEPPC Category 1 and 2 exotic vegetation immediately following a maintenance activity
2) Coverage of exotic species shall not exceed 5% and coverage of nuisance plant species shall not exceed 10% of total cover between maintenance
3) A minimum of 80% survival for the aquatic shoreline plantings after one (1) year

Description of Maintenance Activities
Consist of hand clearing and herbicide application, as required. These management practices will be utilized in an effort to control and eradicate any nuisance, exotic, or invasive species within the restoration area. These quarterly (4 per year) maintenance inspections will occur to determine what, if any, management activities are required. Details of the management activities will be noted.

***Photographs of trasects attached to this report**

***See transects locations on the next page**
*Attached reference list of FLEPPC Cat 1&2

Water Quality Reports: For pre-dredging documentation, scope related to restoration of pond quality, for post dredging measures. To comply with dewatering regulations and governmental agencies

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UNIVERSITY OF CENTRAL FLORIDA
WATER QUALITY REPORT FOR THE MONTH OF: MAINTENANCE MONTH: MARCH

Date: 3/9/2026
Weather: Partial
Tech: Eduardo

#	Pond ID	Wet Acreage	TIME	VALUE PH	DO	COND.	TEMP
1	1-D	3.04	3:42 PM	9.4	5.8	339	89.9
2	1-G	22.13	3:31 PM	7.8	6.1	209	86.4
3	1-C	0.49	3:22 PM	8	7.2	383	89.3
4	1-F	0.93	4:18 PM	8.2	6.6	267	85.3
5	4-B1	0.52	3:56 PM	7.9	7.0	370	84.4
6	4-B2	0.54	4:11 PM	7.5	6.5	303	85.1
7	2-H	4.44	1:55 PM	7.7	6.1	338	84.8
8	2-Hext	8.22	12:46 PM	7.9	6.8	268	82.5
9	4-M	0.62	5:48 PM	7.5	6.6	289	85.1
10	4-Za	0.68	11:27 AM	7.2	6.7	174	78.6
11	4-L	4.31	5:34 PM	8.1	6.1	345	86
12	4-P	0.41	12:20 PM	8.9	5.5	387	82
13	4-R	5.82	12:33 PM	7.1	5.9	248	83.7
14	3-A	5.41	8:35 AM	8.5	6.0	378	76.1
15	R-1	0.54	11:15 AM	7.7	5.8	177	77.9
16	P1	0.09	11:06 AM	6.8	6.1	133	76.9
17	Par2A	0.63	11:01 AM	7	6.5	190	76.5
18	Par2B	0.29	10:57 AM	7.1	6.5	116	78.5
19	P3	0.37	10:42 AM	7.2	6.3	225	78.2
20	R-2	0.32	10:24 AM	7.4	5.8	88.2	77.4

Karina Lake & Pond Services

Detection Summary

Client: Karina Lakefront Maintenance and Renovation
Job ID: 670-80027-1
Project/Site: UCF - Lake Claire - UCF

Client Sample ID: Fecal coliform — **Lab Sample ID: 670-80027-1**

Analyte	Result	Qualifier	PQL	MDL	Unit	Dil Fac	D	Method	Prep Type
Coliform, Fecal	2.0		1.0	1.0	MPN/100mL	1		Colilert-18	Total/NA

Client Sample Result Summary

Client: Karina Lakefront Maintenance and Renovation
Job ID: 670-75663-1
Project/Site: Osceola MTV's

Lab Sample ID: 670-75663-1
Client Sample ID: Windmill Point
Matrix: Water
Date Collected: 12/01/2025 10:05

Method: 300.0 - Anions, Ion Chromatography

Prepared:
Analyzed: 12/02/2025 11:25

Analyte	Unit/RL:	mg/L	PQL	MDL
Nitrate as N		0.10 U	0.20	0.10

General Chemistry

Prepared:
Analyzed: 12/02/2025 09:19

Analyte	Unit/RL:	NTU	PQL	MDL
Turbidity		**3.9**	0.40	0.20

General Chemistry

Prepared: 12/05/2025 10:54
Analyzed: 12/09/2025 12:09

Analyte	Unit/RL:	mg/L	PQL	MDL
Total Phosphorus as P		**0.27**	0.10	0.040

General Chemistry

Prepared:
Analyzed: 12/05/2025 15:53

Analyte	Unit/RL:	Deg. C	PQL	MDL
Temperature		**21.3 Q**		

Prepared:
Analyzed: 12/05/2025 15:53

Analyte	Unit/RL:	SU	PQL	MDL
pH		**3.8 Q**		

Karina Lake & Pond Services

Environmental Daily Reports Example: For progress environmental reports related to dredging

PARAGON ENVIRONMENTAL 740-492-0190

Environmental Daily Report

Must Enter In Current Report Number

Warehouse: 200 Enterprise Dr., Newcomerstown, OH			Phone: 740.492.0190				Fax: 740.492.0199
				Report Date	26-Oct-2025	Report #:	10
Project Name:	Gerald's Gentleman Station PP	Jobsite Rep:	Noah Young	Field/Block:	Dredge	County/State:	Lincoln NE
Customer:	Gerald's Gentleman Station			Coordinates:			
Cust Contact:	Noah Young						
Start Date	10/17/2025	Fluid Type:	Raw Water	Activity:	Dredging	AFE Number:	

Dredge Information

Dredge #1		
Model	Pump Size	Hours
Mud Cat 225D	8"	
Dredge #2		
Model	Pump Size	Hours

Operations

Time Break Down		Dredging Operations	
Standby	24.0	Yards of Sludge Removed Today	
		Yards of Sludge Removed To Date	40494

Equipment Operational Information

Primary Shaker Information

Model	Screen Type (API)
	///
	///
	///

Polisher Centrifuge Operation Information

Model	Bowl Dia (in)	Feed (ppg)	Overflow (ppg)	Slide (ppg)	Op. Hours

Polymer Mixture and Injection Rate

Vis Cups per Side	Polymer Pump Speed

Polisher Centrifuge Operation Perameters

Model	RPMs	BackDrive	GPMs	G-Force	Pond Setting
				#VALUE!	

Retort Analysis Results

Fluid On Solids Retention

Discharge	Loss Ratio (bbl. fluid:bbl solids) Check 1	Loss Ratio (bbl. fluid:bbl solids) Check 2	Weighted Av.
Primary Shaker:			
Polisher 1:			
Polisher 2:			
Polisher 3:			

API 13C Solids Capture Evaluation

	Polisher 1			Polisher 2			Polisher 3		
	Check 1	Check 2	Weighted Avg	Check 1	Check 2	Weighted Avg	Check 1	Check 2	Weighted Avg
Capture Percentage (%):									
Slide Avg SG:									
Est. LGS Removal (bbl./hr.):									

Est. Total LGS Removed (bbl.): | Est. Cumulative LGS Removed (bbl.):

Solidification Data

Type	Units/Solids	Units/Rain	Units/Other	Cumulative Units	Tons Consumed	% of Total Tons Disp

Haul Off and Disposal Data

Number of Loads	Est. Tons/Load	Est. Total Tons Disposed		Estimated Expansion Factor

Product Inventory

Product Name	Size	Initial	Received	Returned	Used	Final	Daily Cost
DNV F909	1 gal.			#N/A			
				#N/A			
				#N/A			
				#N/A			
				#N/A			
				#N/A			
				#N/A			
				#N/A			
				#N/A			
				#N/A			

Equipment List On-Site

Dredge
Tool Shed
Telehandler
Excavator
Pipe Fuser
Light Plant
Light Plant
Light Plant
ATV
John Boat
Push Boat
Fuel Cell
DieselPump

Belt Press Information

Model	Size	Flow Rate	Cake %

Weed Harvester Information

Model	Hours Ran	Yards Cleared

Miscellaneous Charges

Type	Cost ($)

Screens	Initial	Received	Returned	Used	Final	Daily Cost	Trucking/Delivery Charges	
							Type	Cost ($)
			#N/A				Paragon Hourly Trucking	
			#N/A				Paragon Hourly Trucking	
			#N/A					
			#N/A					
			#N/A					
			#N/A					
			#N/A					
			#N/A					
			#N/A					

Scope of Work

Complete pre dredge survey. Open line dredge 13,300 cubic yards from Mixing Lagoon into dewatering area with a Mudcat 225D dredge. Closely monitor dredge flows and watch for leaks. Perform post dredge survey to ensure removal of the 13,300 cubic yards. Once complete we will remove the Mudcat 225D dredge and launch a 460 SL dredge in the East channel and dredge out an additional 30,000 cubic yards that will be verified with a pre and post dredge survey.

Current Operational Comments

We are still on stand by waiting on survey results so that we can begin rig down. Today we organized the conex,cleaned out the push boat and the survey boat,changed the oil in the generator, and fueled all equipment on site.

Report Costs

Type:	Equipment Rental	Personnel	Product	Screens	Trucking/Delivery	Miscellaneous	Total
Current:							
Cumulative:							

Personnel:

Solids Control Supervisor	Brent Alsip	Phone:	606.309.0024	Email:	balsip@paragonisg.com
Day Tech 1:	Jeff Rhindart	Night Tech 1:	Byron Lawson		
Day Tech 2:	Brandon Luke	Night Tech 2:	John Fofi		
Day Tech 3:	Mason Dotson	Night Tech 3:	Tyler Landers		

EDR

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Site Inspection Reports: For pre and post dredging or manual removal documentation, aquatic herbicide treatments, recommendations.

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LAKEFRONT MAINTENANCE

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UCF STORMWATER POND MAINTENANCE REPORT

Visit Dates:	Times:	Techs:	Weather:	Temp:	Wind:
11/13/2025 11/19/2025	7:45am-5:30pm 10:30am-5:15 pm	Tomas/Eduardo Tomas/Erson/Victor/Orbel/Raidel	Cloudy Sunny	Low 70s Mid 80s	

	#	Site	Size (acres)	SITE Inspection	TYPE OF VEGETATION PRESENT: Emerged	Submerged	Floating	Algae	Manual Removal	CHEMICAL TREATMENT: 2-4 D 1%	Imazapyr 0.5%	Copper 2 gal/acre	Diquat 2 gal/acre	Glysophate 1.5%	Total Tank Mix
GROUP1	1	1-D	3.0	x	x	X	X		Done					16 Oz	4 Gal
	2	1-G	22.1	x		X									
	3	1-C	0.5	x		X									
	4	1-F	0.9	x	X				Done					32 Oz	4 Gal
	5	4-B1	0.5	x	X				Next						
	6	4-B2	0.5	x	X				Next						
	7	2-H	4.4	x	X			X				5 Gal	1 Gal		50 Gal
	8	2Hext	8.2	x	X			X	Next			7.5 Gal	1 Gal		50 Gal
GROUP2	9	4-M	0.6	x	X	X	x		Next					32 oz	4 Gal
	10	4-Za	0.7	x	X	X	X		Done						
	11	4-L	4.3	x	X		X								
	12	4-P	0.4	x	X			X	Next			1.5 Gal	32 Oz		25 Gal
	13	4-R	5.8	x	X	X	X								
GROUP3	14	3-A	5.4	x	X				Done/Next					1.5 Gal	25 Gal
	15	R-1	0.5	x	X		X		Done			1.5 Gal	40 Oz		25 Gal
	16	P1	0.1	x	X		X	X							
	17	Par2A	0.6	x											
	18	Par2B	0.3	x											
	19	P3	0.4	x	x										
	20	R-2	0.3	x			X	X	Next					16 Oz	4 Gal

Karina Lake & Pond Services

1. Sample of Proposal for each Task Authorization Issued

Karina Lake & Pond Services
P.O Box 180256
Casselberry, Florida 32718
(407) 255-4642
karina@karinalakefront.com | karinalakefront.com

Karina Lake & Pond Services

RECIPIENT:

Amberleigh HOA
337 Lake Amberleigh Drive
Winter Garden, Florida 34787

Estimate #5684	
Sent on	07/24/2025
Total	[redacted]

Product/Service	Description	Total
1. Jet-Vac Stormwater Cleaning	Scope of Work: 1. Install turbidity barrier in the pond 2. Mobilize jet-vac truck 3. Spray jet the one storm inlet box and the approximately 60 LF of 15" diameter storm pipe with water to loosen and liquify sediment 4. Vacuum remove the sediment, up to 10 cubic yards 5. Cleanup, demobilize, haul and dispose offsite Subcontractor Notes and Clarifications: 1. Jet-vac truck will park in the roadway or in a driveway if allowed, to access the work area. Traffic control, if required, will be limited to minor cone placement 2. Hoses required to reach the work area from the truck are included. 3. Due to the lack of direct access to the work area (use of hoses), some sediment may remain within the pipe. We will do our best to remove as much as possible and make the pipeline as clean as possible 4. Jet water is included. Wash water will be put on the ground next to the pond, or whereas directed by the client 5. Offsite disposal is included for one load (10 cubic yards). Additional disposal is $1,200 each load 6. Environmental/hauling fees are included 7. Scope of Work includes only one inlet and one run of pipe to the pond, understood to be the entire stormwater system. If additional pipes and additional structures are found, these will be added on in the invoice, or quoted separately if requested. 8. Scheduling for subcontractor is approximately 2 weeks after approval	[redacted]
2. Sod Installation (Erosion Control)	Scope of Work: 1. Grade and level approx. 400 square foot area around storm inlet grate, so that the top of grass sod is roughly at or 1" below the top of the inlet grate, for ease of mowing, and that there is no more than 2:1 slope to the inlet 2. Removal and hauling of up to 3 cubic yards of soil/vegetation 3. Add thin (approx. 1/2") loose layer of top soil, loosen/aerate soil 4. Install one (1) pallet of sod. Sod will be Palmetto St. Augustine, or other shade-resilient St. Augustine such as Citrablue or Cobalt 5. Clean up area and lightly water with homeowner's hose if available	[redacted]

Karina Lake & Pond Services

Photo Reports & Invoices: Example of visual aid sent with each finished scope.

Scope:

For Services Rendered

Product/Service	Description	Total
07/08/2025		
Intro -BC PROJECTS (1) Stormwater Restoration of Slopes	The scope of this proposal is for the re-BID of the prior authorized work behind Tulip Way that was suspended as requested by county officials. We sincerely appreciate the opportunity to be considered for this project. Please feel free to reach out to us directly for any questions related to this quote or to request another on site meeting. The scope provided in each job is based on what was discussed on site meeting 10/21/24 and from the last set of maps provided by county. Dimensions where estimated utilizing these maps. To properly regrade slope a minimum of 5 ft width working area is needed. The estimate includes replacing the sod in those areas. Please see attached pictures for further information on scope and for visuals of area estimated. We hope to hear from you soon, Karina	$0.00

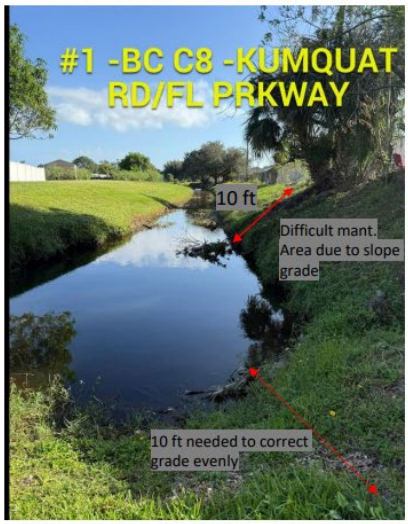
KARINA LAKE & POND SERVICES
1450 Seminola Boulevard
Casselberry, Florida 32707
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Product/Service	Description	Total
#1 BC C8- Kumquat rd/FL parkway (Tulip Way Drive)	Designated Area: -300ft L x 10ft W from the east end of 154 tulip way around the bend until 20ft. pass the tree behind property 101 Brittle ct. Kissimmee -10ft wide section Description of work: 1-Regrading of slope by manual removal and mechanical means from the edge of the water to the private property line fence to create easy access for maintenance and proper flow of stormwater runoff. 2-Correct issue with water drainage behind 180 Tulip Way property 3-Install geocell width of 5 ft along the whole length of the shoreline 4-Resod all of the 10 ft where the dirt is exposed along the shoreline Material: -2 truckloads of fill (36 tons of dirt) -7 pallets of grass (3,000 sq ft) -6 rolls of Geo-Cell (1,800 sq ft) Material Costs: $6,100 Labor, Equipment, Administrative costs, Disposal of Debris & Contingency: $8,037 -2 full days of labor (Crew) + equipment needed (Excavator)	[redacted]



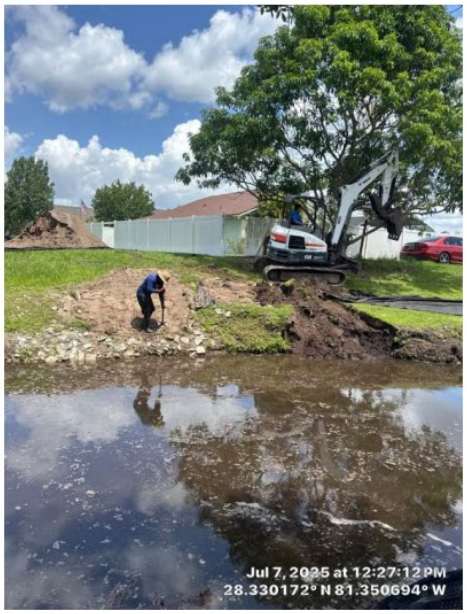
#1 BC C8- Kumquat rd/FL parkway (Tulip Way Drive)







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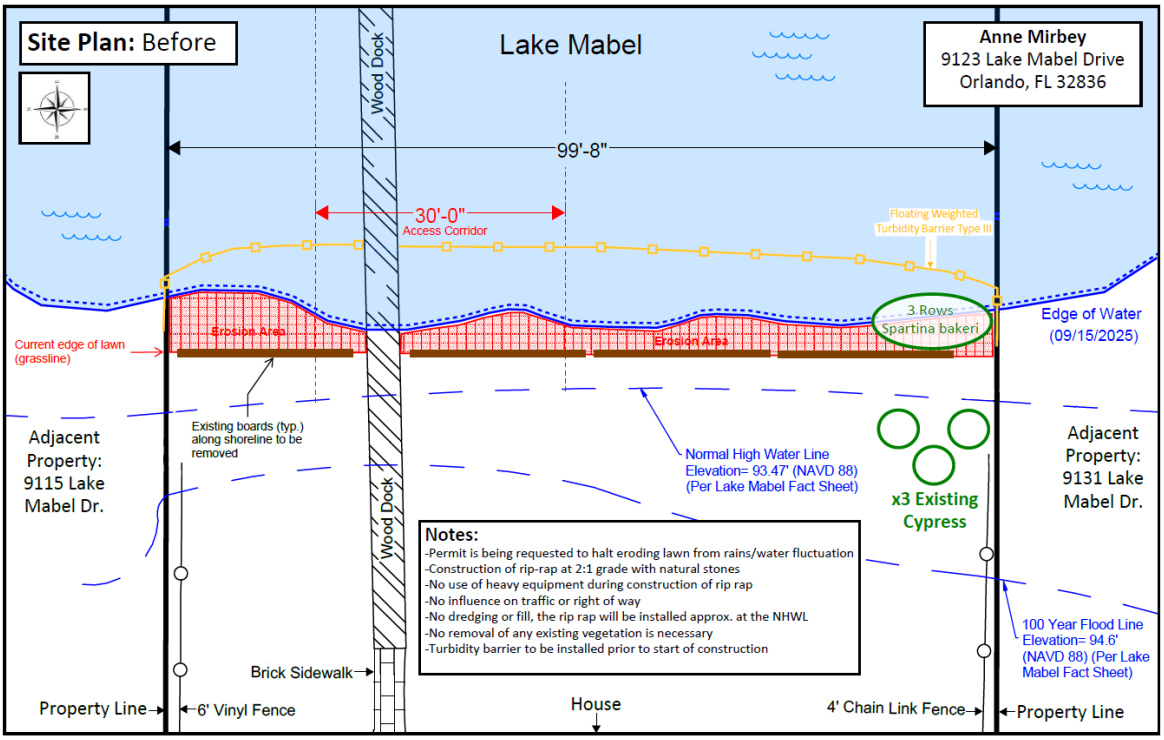
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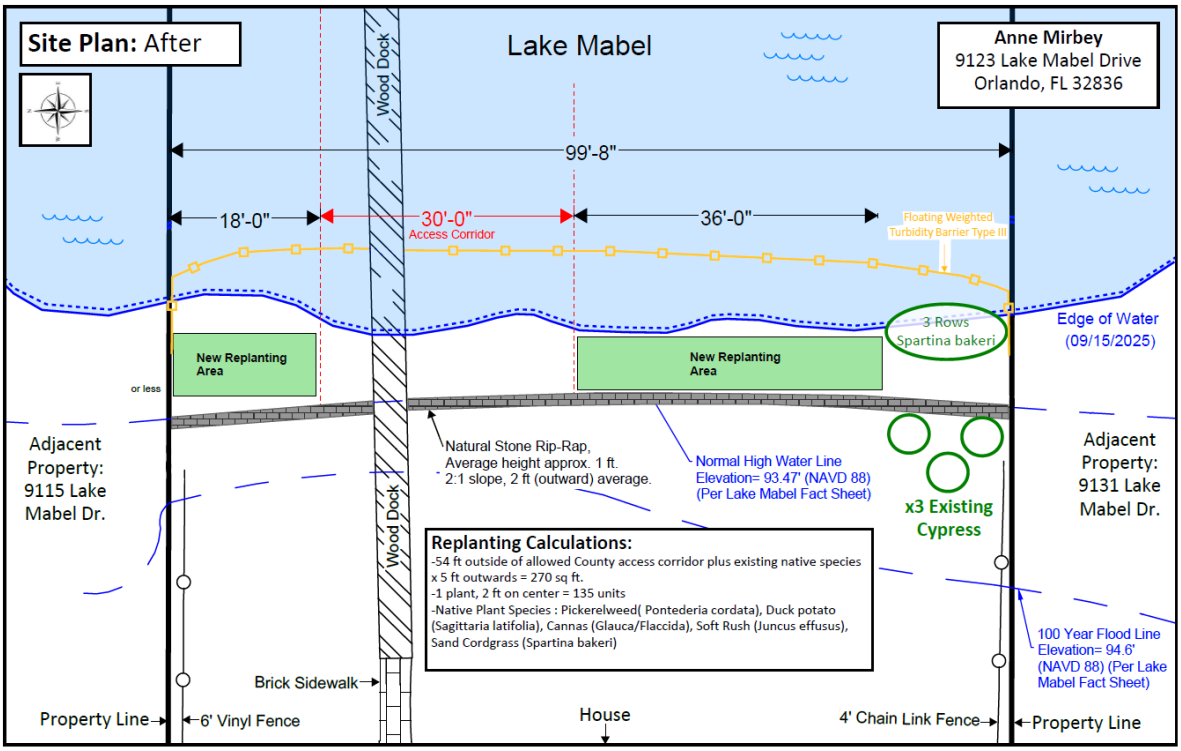



Jul 7, 2025 at 3:24:04PM
28.330187° N 81.350608° W

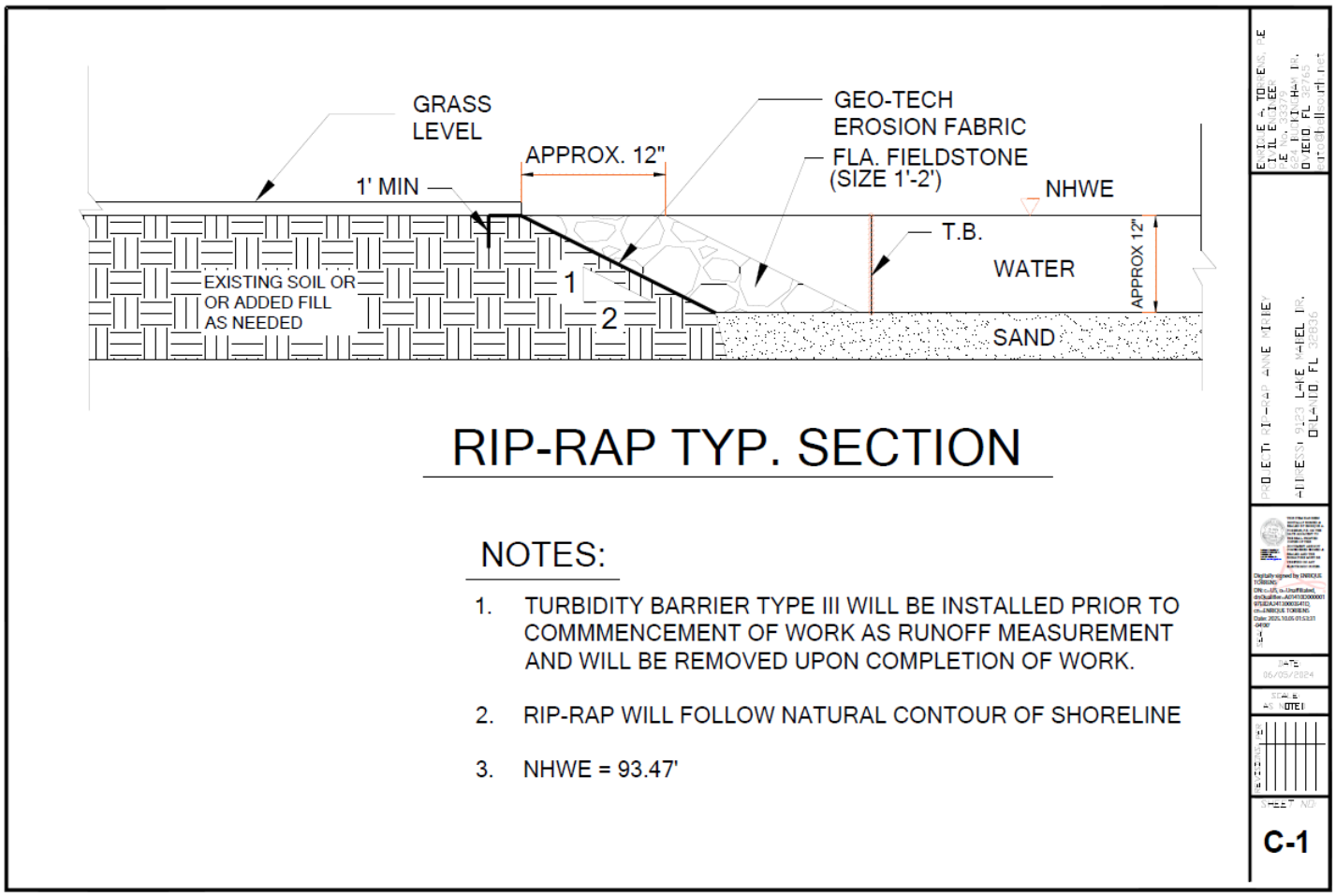
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Site Plans and description of Scope Example:





Engineer Cross-Sections Examples:



Karina Lake & Pond Services

Inspection and Recommendation for Scope Example:

1501 Lake Howard Park Restoration

Scope of Work: **Estimated Time: Approx. 5 Weeks**

Karina Lakefront Maintenance, LLC shall create an integrated management plan that involves a combination of techniques: Manual & Mechanical Harvesting, Targeted Herbicide Application, Planting of Native Species, Debris Removal and other recommendations as described in this restoration proposal designed specifically for Lake Howard Park and the City of Winter Haven.

Goals:

To restore ecological balance, reduce the population of nuisance vegetation, promote the growth of native species populations, promote fluid stormwater run-off, create a debris free (natural and plastic) environment, and improve the overall aesthetical appeal of the park.

Identification of Existing Vegetation:

Noted Nuisance Vegetation: The park exhibits dense areas of Peruvian Primrosewillow, Water Hyacinth, Floating Waterfern, Duckweed, Water Spangle, Filamentous Algae, Marsh Pennywort and Torpedo Grass.

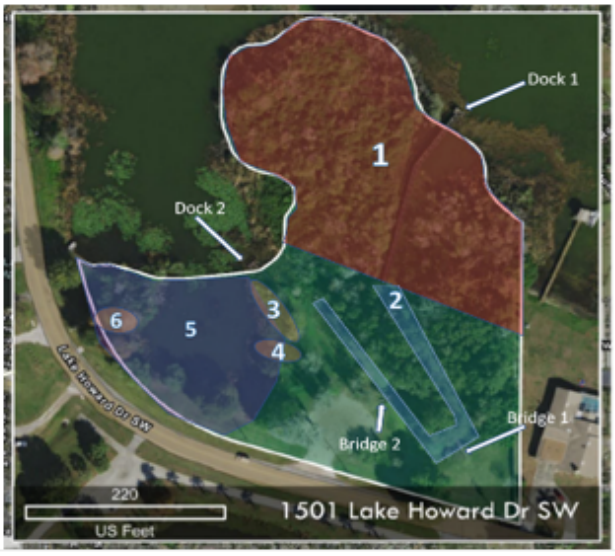
Noted Desirable Vegetation: Pickerelweed, Arrowheads, Alligator Flags and Cattails. Water Lilies and Spatterdocks. Trees of Wax Myrtle, Red Oak Trees and Carolina Willow. Due to the ecological benefit of these plants we would like to conserve these species and redistribute some of the marginal plant patches along the park.

Integrated Management Program:

In order to better describe the services to be provided, we have separated the park into sections as follows:

Area 1 (North Area of the Park): Approximately 1.35 acres of Overgrowth Primrosewillow and Torpedo grass, mixed in with native trees of Wax Mytles, Red Oak and Carolina Willow. Large quantities of plastic debris along both sides of the dock. Some native cattails, Water Lilies and Spatterdocks on the East side of the dock.

Recommended Action: Due to the high density of vegetation in the area we would begin by strategically manually removing some of the



Primrose to create a path and easier access to some of the denser areas. This will allow for a more targeted herbicide sprays and easier removal of debris. The goal is to eradicate and remove the Primrose while saving as much of the native vegetation as possible. The area will be divided in about 6 sections. The Primrose and Torpedo grass would be sprayed with a combination of Triclopyr and Glysophate, starting from the shoreline section and outward. Then vegetation would be cut and removed. We will utilize our harvester Weedoo boat to cut and remove the vegetation in sections where water depth is over 2 ft. The plan includes removing all of the plastic debris and the large branches not fully submerged.

Area 2 (Retention Canal): Approx. 10,000sq Ft retention canal of stagnant water due to high density of Duckweed, Water Spangles, Waterfern, Filamentous Algae and Pennywort. The canal has become eutrophic due to the high density of leaves and decomposing plant matter in the water and the high nuisance vegetation density. Large amounts of branches and marginal grasses along the shore.

Recommended Action: Herbicide treatment of Clipper/Diquat along the entire canal. After the treatment has killed the nuisance species, we will manually remove the dead vegetation along the canal and all of the debris such as branches along the shoreline. Installation of marginal native species along the bank is recommended to Increase with nutrient uptake. We recommend relocating some of the natives from the overcrowded patches in other areas of the park. This will improve the water flow and general condition of the canal.

Area 3 (Wet Retention Area): Area with dense vegetation of Pennywort, Water Spangles, Duckweed as well as large patches of Pickerelweed. Large amounts of branches and debris around the area.

Recommended Action: Transplant some of these Pickerelweed to the retention canal and carefully spray the nuisance vegetation with Clipper/Diquat combination. General cleanup of the area by removing the large branches and removing the dead vegetation

Area 4 (Wet Retention Area): Dense area of Water Hyacinth, Torpedo Grass & Pennywort. Dense patches of Alligator Flags, Pickerelweed and large Arrowheads present. Wax Myrtle and Cypress trees present.

Recommended Procedure: The water Hyacinth and Pennywort to be sprayed with Glysophate. The Alligator Flags, Pickerelweeds and Arrowheads to be pruned and some relocated to the canal area for a better distribution of the specie. Dead vegetation and debris to be removed from property. The Arrowheads and Pickerels to remain untouched. Wax Myrtle to be cleaned up, by removing dead branches

Area 5 (South-West Shoreline): Torpedo grass, Arrowheads, Pickerelweed, Softstem Bullrush and Cattails noted. Peruvian Primrose around the edges as well as overgrown terrestrial grasses. Wax Myrtle and Red Oaks along the shoreline

Recommended Action: Spray the Torpedo grass with Glysophate, cleanup of debris and branches along the shoreline, trimming of the terrestrial grasses, manual removal of Primrose, pruning of Spanish moss. The Arrowheads, Pickerelweed and Alligator Flags to not be touched.

Area 6 (Stormwater Drain): Small stormwater outflow retention pond with high density of Duckweed, Water Spangles, Waterfern. Large number of branches and Peruvian Primrose

Recommended Action: Herbicide treatment of Clipper/Diquat along the entire canal. After the treatment has killed the nuisance species, we will manually remove the dead vegetation along the canal and all of the debris such as branches along the shoreline

Additional Recommendations:

-Additional plating of Native species, such as Cannas, Soft Rush and Giant Bulrush along the park to create diversity and competition of native species.

-Restoration of bridges and docks. Pressure wash, board repair, re-stain.

-Quarterly maintenance of the park to keep nuisance vegetation in check, and promote healthy growth of desirable vegetation. Removal of plastic debris and fallen branches, as well as raking and mowing of the public pathways and along the shorelines.

- If the city desires, we are willing to work with subcontractor and obtain other resources to perform some dredging of the canals to improve waterflow and stormwater retention.

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Post Scope Report Related to Dredging or Vegetation Removal:

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Location: Long Lake / Florida Parkway at Tamarack Court

98 White Birch Dr, Kissimmee, Florida 34743

Dates of Service: 10/20/2025 – 10/28/2025

Restoration and Mechanical Debris and Vegetation Removal Report

- Completion time: 40 Working hours
- Total Crew: 8 Members.
- Density Coverage of Nuisance Vegetation and Debris: 85% of the total volume of the lake.
- Total Amount of Vegetated Acreage Cleared: 7.5 acres of dese hydrilla were mechanically removed, Approximately 26-28 tons. This corresponds to close to 70% of the total volume of the lake (12 acres).
- Equipment Used: Weedoo boat, Pantoon boat, California skiff boat as well as removal with hand tools due to the shallow conditions of the first 30ft of shoreline where the boat could not navigate.
- Max Water Depht of Removed Vegetation: 4ft Deep.
- Disposal and Handling of Material: Grapple trucks after vegetation dried at the bank. Sealed Grapple truck disposed of at the County dump station handled as vegetation debris. All the equipment is rinsed thoroughly after use to avoid translocation of the plant into other systems. Additional turbidity barriers were placed in the lake to separate the treatment area and avoid further spread.
- Additional Recommendations -The results of manual harvesting are instantaneous but not long lasting when not combined with other treatment options. Hydrilla is a difficult plant to manage and it is almost impossible to eradicate 100%. Therefore, it is important to monitor the plant's growth, we recommend applying a volume treatment herbicide application and adding carp to halt and manage the growth as well as treating nearby ponds that can contribute to new infestations with normal translocation of the water within the system. The timing and season of both the herbicide application and grass carp introduction are critical to achieving optimal results. Fall and spring present the most favorable conditions for both methods, as water temperatures typically range between 60–75°F. Grass carp generally require approximately six months to acclimate to their environment, after which they will begin consuming Hydrilla. In comparison, herbicide treatments typically produce results within one to two months following application. The selected herbicide is a slow acting systemic herbicide that targets Hydrilla specifically and is safe for fish when applied at the correct rates, allowing both management methods to be implemented independently or concurrently. Whichever approach can be initiated first will benefit the lake's overall condition since Hydrilla grows at about an inch per day in optimal conditions and neither method is recommended during winter months. Due to the current low water conditions, we recommend proceeding with the chemical treatment first, since the total volume of the

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water is decreased. Ultimately, the combined use of both methods will provide the most effective long-term control of Hydrilla.

Bathymetric Results

BVL L20, Osceola County Florida — Report Time Stamp: 2026 March 17 - 18:29 (UTC) ... REPORT LINK



Survey Metadata	
Data Collector:	Ana Karina Perez
Survey Time Stamp (UTC):	2026 January 14 - 20:29
Starting Location:	28.333796, -81.373129
Ending Location:	28.328477, -81.370408
Distance	2.228 miles

Survey Statistics	
Average Water Temperature:	68.6 °F
Survey Area:	11.957 acres
Survey Volume:	28.763 acre ft
Percent of Waterbody Surveyed:	100.0%
Waterbody Area:	11.953 acres
Estimated Waterbody Volume	28.754 acre ft

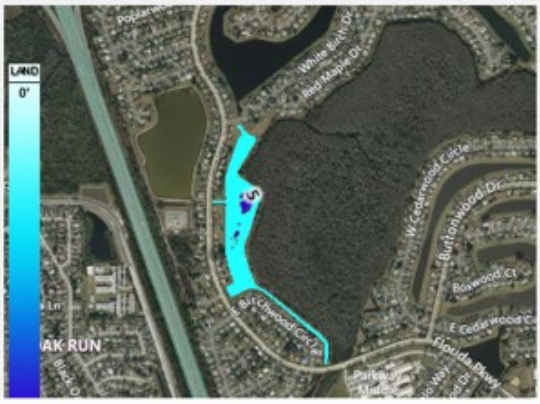
Survey Settings	
Includes Edited Data:	Yes
Track Buffer:	25 m
BV Grid Cell Size:	5 m
BV Minimum Detection - Percent:	5.0%
BV Minimum Detection - Depth:	1.000 ft
BV Maximum Detection - Depth:	20.000 ft
BV Sonar Channel:	Primary

Quality Control	
Reviewer:	Ian McCormack
Comments:	False bathymetry due to inconsistent bottom tracking.

Biovolume Summary

Type	PAC	Avg BVp	SD BVp	Avg BVw	SD BVw	Depth Range	Depth Avg	No. Depth Records
Point	97.4%	44.8%	± 27.7%	43.7%	± 27.7%	1.00 - 8.40 ft	3.321 ft	2508
Grid	100%	52.4%	± 16.9%	52.4%	± 16.9%	0.10 - 8.01 ft	2.406 ft	2491

Bathymetric Contour Map



Vegetation Biovolume Heat Map



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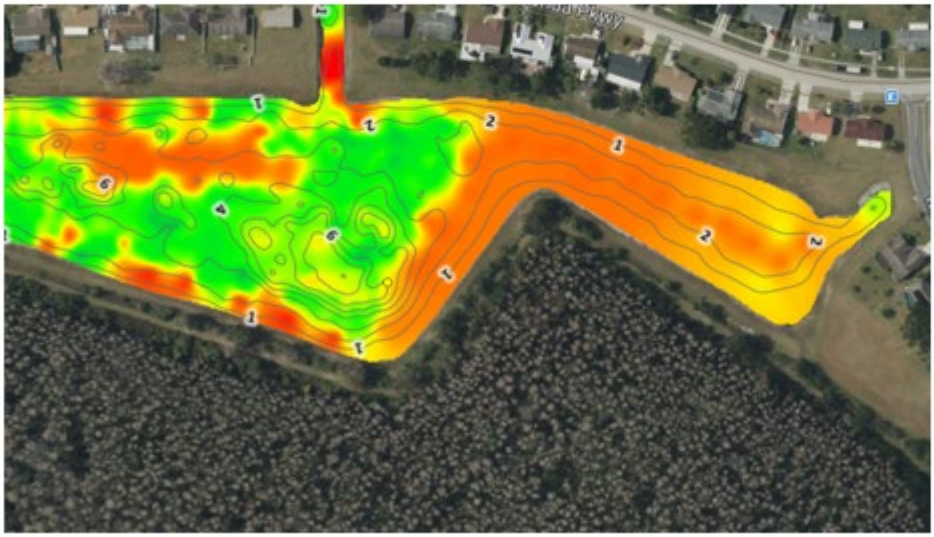
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Biovolume Analysis by Quintiles

Type	0 - 20%	20 - 40%	40 - 60%	60 - 80%	80 - 100%
Point	19.5%	36.7%	17.6%	15.0%	11.1%
Grid	0.2%	28.0%	34.6%	33.6%	3.5%

Biovolume Analysis by Depth

Type	Depth	Count	PAC	Avg BVp	SD BVp	Avg BVw	SD BVw
Point	0 - 1 ft	1484	96.1%	44.7%	± 31.8%	42.9%	± 31.8%
	1 - 2 ft	765	99.7%	43.3%	± 19.8%	43.2%	± 19.8%
	2 - 3 ft	154	100%	53.9%	± 10.5%	53.9%	± 10.5%
	3 - 4 ft	0	0%	0%	± 0%	0%	± 0%
	4 - 5 ft	0	0%	0%	± 0%	0%	± 0%
	5 - 6 ft	0	0%	0%	± 0%	0%	± 0%
	6 - 7 ft	0	0%	0%	± 0%	0%	± 0%
	7 - 8 ft	0	0%	0%	± 0%	0%	± 0%
	8 - 9 ft	0	0%	0%	± 0%	0%	± 0%
	9 ft +	0	0%	0%	± 0%	0%	± 0%
Grid	0 - 1 ft	1930	100%	55.2%	± 16.8%	55.2%	± 16.8%
	1 - 2 ft	524	100%	42.9%	± 13.5%	42.9%	± 13.5%
	2 - 3 ft	36	100%	44.8%	± 5.1%	44.8%	± 5.1%
	3 - 4 ft	0	0%	0%	± 0%	0%	± 0%
	4 - 5 ft	0	0%	0%	± 0%	0%	± 0%
	5 - 6 ft	0	0%	0%	± 0%	0%	± 0%
	6 - 7 ft	0	0%	0%	± 0%	0%	± 0%
	7 - 8 ft	0	0%	0%	± 0%	0%	± 0%
	8 - 9 ft	0	0%	0%	± 0%	0%	± 0%
	9 ft +	0	0%	0%	± 0%	0%	± 0%



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BEFORE & AFTER





Karina Lake & Pond Services

Competitive advantage

Our competitive advantage is rooted in our ability to deliver comprehensive, high-quality aquatic environmental services with a personalized, boutique approach. As a family-owned, Florida-based company, decision-making is direct, responsive, and led by a multidisciplinary team with expertise in biology, engineering, and field operations. This structure enables fast, informed decisions and strong client communication, unlike larger, less agile competitors.

We differentiate ourselves through its Integrated Management Plans, combining manual, mechanical, and hydraulic techniques to create customized, environmentally sensitive solutions for each project. Our in-house capabilities include permitting, engineering, surveying, inspections, bank stabilization, dredging, sediment removal, aquatic vegetation control services, mowing, mulching, trimming of woody vegetation, bank stabilization, erosion control, rip-rap installation, stormwater pipe cleaning, disposal of debris and redesign and native planting. We reduce reliance on outside vendors, resulting in lower costs, tighter schedules, and better-quality control.

Additionally, our skilled and versatile workforce, strong desire for investment in advanced equipment and emerging technologies (such as drones, sonar, and specialized dredging methods), and partnerships for complex projects allows us to handle small and large-scale alike.

Our commitment to environmental stewardship, innovation, and continuous learning, combined with strong local presence and DBE/MWBE certifications, positions us as a reliable, cost-efficient, and community-focused provider. A key advantage over competitors who offer fragmented or less adaptive services.

Assurance of Selection

In Conclusion, Why We Should Be Selected….

Karina Lake & Pond Services offers a unique combination of **technical expertise, operational efficiency, and personalized service** that directly aligns with the City's needs. Our proven ability to **deliver projects on time and within budget**, while maintaining strict environmental and safety standards, reduces risk and ensures long-term success of each project. With **local knowledge, in-house resources, and a proactive, solutions-driven approach**, we are well-equipped to provide consistent, accountable, and high-quality results. Selecting means partnering with a team that is not only capable of executing the scope, but also committed to **protecting public resources, enhancing infrastructure performance, and exceeding expectations through integrity and professionalism**.

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Summaries of Services Offered to the City of New Smyrna

-Dredging -Mechanical, Manual or Hydraulic dredging including disposal in water sealed trucks and jetvac services. Also includes trash pumps dredging and dewatering techniques for cost reduction.

-Removal of silt or sediment from pipes and structures- To ensure functionality and integrity of the stormwater systems including outfalls, alluvial fans and box culverts

-Bank Stabilization- Work utilizing natural stone retention walls, rip-raps, GeoCell, Sox Solution technologies as part of erosion control. Installation of sod. Installation of native vegetation as a bank stabilization measure.

-Stormwater System Inspections- Inspections of water flow and analysis of function of culverts, outfalls and pipes, report of soil leaks, etc.

-Manual or Mechanical Vegetation and Debris Removal - With manual labor crew submerged, floating, emerged, upland wetland, mangrove removal or trimming, tree trunks, damaged structures and man-made debris (for sensitive areas we usually recommend manual more boutique cleanup with our field crew). With harvester boats, standard excavators and other heavy equipment or a combination of both. This always includes transportation and disposal of said debris.

-Inspection and Analysis of Waterbodies– To help identify sensitive, endangered, vegetation/species, and suggest a plan of action, if desired. this may include water chemistry and/or other laboratory tests. We like to "think outside the box" and always inspect before pricing to come up with an Integrative Solution.

-Installation and Maintenance of Sod, Mulch, Upland, Marginal, Lowland and Aquatic Vegetation - To reduce damages of harvesting, improve ecosystems and to satisfy permit and governmental agencies conditions. We are currently growing in-house about 40% of our wetland obligates and marginal vegetation. Sod is installed by us but bough from local source

-Silt and Turbidity Barrier Installation- As a good environmental practice in all manual removal or sediment removal jobs. We are trained and certified stormwater Inspectors.

-Waterbody Chemical Treatments – Herbicide, Flocking agents, Nutrient Reduction, Algaecides , Alum, Dye.

-Maintenance of Shorelines – Post vegetation. These services include manual, mechanical or chemical treatments in a monthly, bimonthly, or quarterly cycles. Includes maintenance of natural beaches, parks or recreation areas.

-Repair, Maintenance or Pressure Washing -of seawalls, inlets, decks, docks and other marine wooden structures, skimmers, fish barriers, or other parts of stormwater systems (not mechanical)

-Replacement of Parts – Replacement of grates, bolts, pipes, skimmers, barriers, etc. related to stormwater systems, ponds or lakes.

-Introduction of biological agents for vegetation control – triploid grass carp or other Including all necessary barriers, testing and permitting related.

-Professional Services: Engineer signed and sealed surveys and as builds, Certified surveys, Bathymetric reports, Hydrologic reports, soil reports, water quality analysis reports by certified lab or on field sampling

-Required Permit Processing by State, Federal or Local Agency – In house.

-Short Notice, Emergency or Force Manure event debris removal- We will prioritize the needs of the city

-Repair of Dock, Deck, Ramp or Platform- around or in ponds, wetlands, lakes or shoreline

-Stormwater Infrastructure Problem Identification -Provide comprehensive plans of problem ID, problematic vegetation, suggested solutions and budget.

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Tab 3: Experience and Qualification

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Project Team for New Smyrna

Prime:

Karina Lakefront Maintenance, DBA: Karina Lake & Pond Services, no operation under other firm names. Number of Years in Business: 14 years, Florida Company, Total in-house Employee: 30, MWBE & DBE Certified.

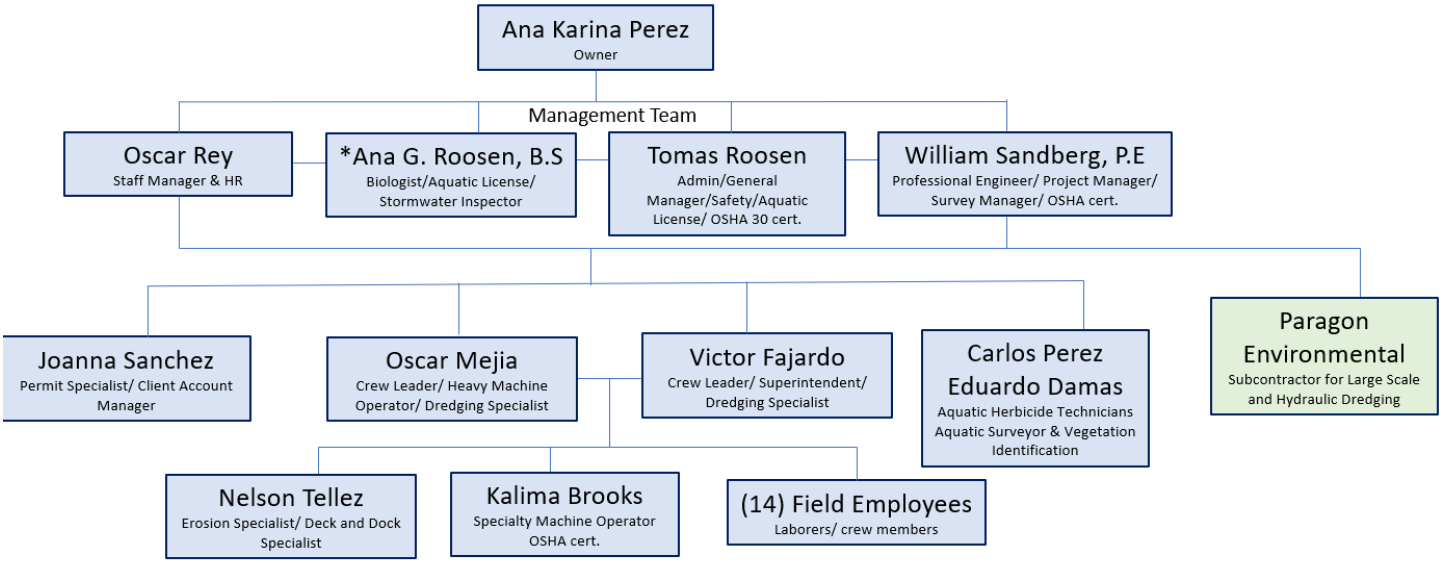
Dredging, Dewatering or Remote Boat Surveying Subcontractor:

Paragon Environmental Services, ownership by Palladium Equity, Number of Years in Business: 29 yrs in Marine Oil and Gas, 6 years in Freshwater Systems of Florida, Headquarters in Houston, work across all of the U.S, Total in-house Employees in freshwater division: 100 Team members. We expect we will partner with them for the dredging, dewatering and complex surveying scopes in this RFQ. Percent of business approx. 10%-15%. Florida Business License: M24000009278. See attached. Our business has partnered with Paragon for the last year in bidding work related to this scope. We are waiting for answer on Large Dredging and Clearing Project in Lake Toho in Central Florida valued at $2,000,000.

*See Page 12 for other resources & professionals, as well as brief description of their services used. All of these we have partnered in the past and could be utilized in a specific project in an as needed basis. We expect to do most of the work in house but certain scopes may need additional support or material. City will be made aware when additional resources will be used.

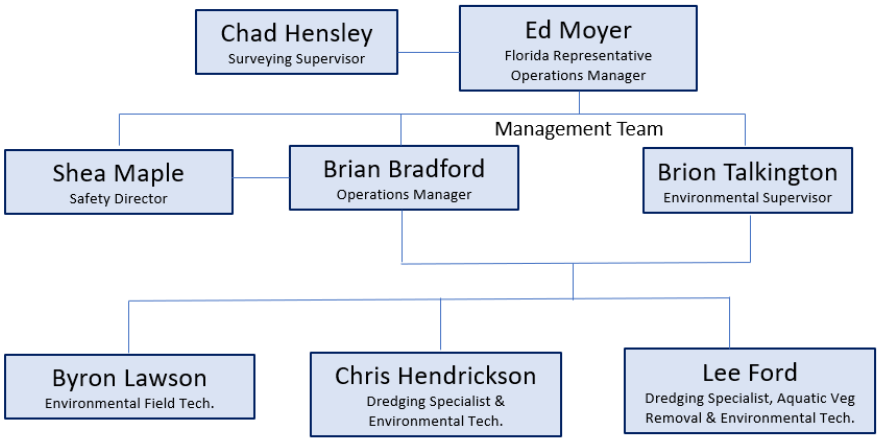
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KARINA LAKE AND POND SERVICES
ORGANIZATIONAL CHART
City of New Smyrna



***Main Contact for City of New Smyrna RFQ Contract if approved (Ana Gabriela Roosen)**
**** Not all employees listed in Chart, only employees participating in these scopes**
***** Total amount of in-house employees : 30.**

PARAGON ENVIRONMENTAL SERVICES
ORGANIZATIONAL CHART
City of New Smyrna



***Main Contact for City of New Smyrna RFQ Contract if approved (Karina Lake & Pond Services)**
**** Not all employees listed in Chart, only employees participating in these scopes**
***** Total amount of in-house employees : 100.**

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Relevant Experience

#1: University of Central Florida

Description of site and conditions: This project involved restoration of 26 stormwater and retention ponds and lakes in university property. The ponds are scattered over a large amount of land and range from .1 acres to 10 acres. The site was being maintained by a prior contractor who let the conditions of the waterbodies deteriorate. Every pond displayed different poor health conditions. Some of them include, muck and & sediment buildup, harmful algae blooms, clogging on of street runoff, malfunction of the drainage systems, overgrown vegetation and silt in water intakes, Asian Marsh weed Bloom, Hydrilla Bloom, large amounts of human debris, shoreline invasive species such as primrose, wax myrtle trees and cattails and some displayed poor water quality conditions.

Karina Lakefront met with owners on site and the different issues/concerns where discussed. We gave particular importance to their wishes to restore ecological balance. They did not want to eradicate all of the species and leave most of the ponds bare, which we appreciated. We developed a specific treatment for each pond. We performed water quality testing on each and provide the owner with an initial report as well as an action plan. Additionally, we help owner resolve an issue with high levels of Fecal Coliform in Lake Claire which had to be handled delicately and safely. We currently test Lake Clair for Coliform on a monthly basis as well. Most of the ponds have been restored and hold a healthy number of native species in “natural look” category. Maintenance includes collection of human waste, chemical treatment, inspection and repair of stormwater structures, manual removal of vegetation, re-installation of native vegetation and monthly reports/documentation. We also provided emergency services after Ian collecting large amounts of debris along the shoreline.







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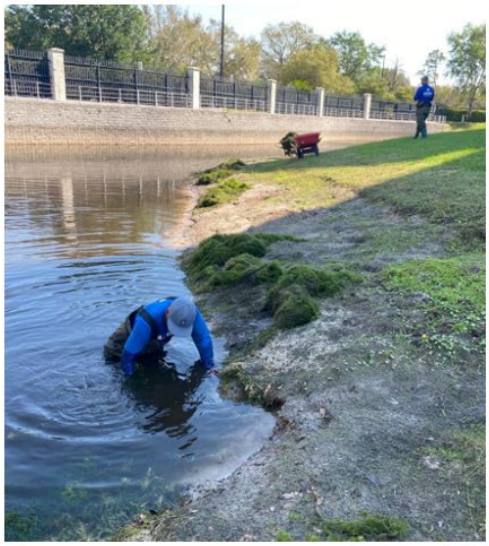




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#2: Lake Gem – Aventon Apartments (Maitland, FL)

Description of Work: This was an all-encompassing service that lasted several years. This project involved most of Lake Gem and Park Lake in Maitland Florida as part as a new apartment complex development. The total amount of shoreline was nearly 3 miles including 2 stormwater system canals that ran off under the street and into other lake systems in Maitland Avenue. The project involved approx. 6 total acres of dense vegetation in the water, upland and along the shoreline. The canals where completely clogged with muck, silt and human debris. As the lake contractors we were responsible for aiding Engineers on shoreline design, surveys and planting drawings, installation of turbidity barriers and silt fences, aquatic herbicide spray of all emerged, shoreline, terrestrial, woody, submerged and floating vegetation in a large portion of the whole lake, manual and mechanical removal of all vegetation, silt removal, dredging, soil stabilization and compaction, installation of aquatic and marginal vegetation following specs, attending inspections, issue resolution and permit compliance, irrigation of newly installed plants, continued maintenance on monthly cycles which includes manual removal of vegetation and debris, submitting reports to St. johns and maintaining the stormwater infrastructure of ponds.





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After Cleaning and Vegetation Restoration:





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#3 -Lakeview Reserve Recreation Area Restoration

Description of the firm's scope of responsibility: Our scope for this project was to restore the public area belonging to the community. The area involved a drainage pond and a public dock on Lake Apopka. For this job we pulled permits with engineered drawings from the City of Winter Garden and FWC. It involved a large removal of floating vegetation, sediment removal, cattails and woody vegetation such as primrose. After obtaining the permit we performed an aquatic herbicide spray followed by manual and mechanical debris and sediment removal and restoration of the bank installing native vegetation to comply with the permits. Vegetation installed included pickerelweed, lilies, spikerush and duck potatoes. We are now on a maintenance contract with the HOA to manage the shoreline and inhibit invasive growth. This job was especially difficult as we tried to preserve as much native vegetation that was mixed with invasives as possible.









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#4: RB Storage – Ramser Cay Developers (Altamonte Springs, FL)

Description of Work: Full restoration of stormwater infrastructure, clearing of pipes, dredge of canal and pond for the facility. Project involved first spraying and clearing vegetation including trees from the pond, clearing the drainage structures, culverts, pipes, outfalls, removing bottom sediment to aid in proper water flow. Post bathymetric studies done. Installing erosion and sediment control measures. Hauling and disposing of all debris off site. This scope includes continued monthly maintenance which we are currently performing on a regular month cycle until 2027.













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William Carver <william@ramserdevco.com> Wed, Nov 13, 2024, 4:53 PM

to me

Ana,

Thank you for the update and photos. It looks great! I have forwarded the final invoice to my ap team and we will get a check out to you. If you could please provide us with a bid for our neighboring pond to the West, we would appreciate it.

Thank you,

RAMSER
DEVELOPMENT COMPANY

William Carver | Director of Operations
901 Dove Street Suite 230 |Newport Beach| CA |92660
www.ramserdevco.com
949.515.7900 Corporate Main Line
916.792.1110 Mobile

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#5: Brighton Landings Pond Stormwater Infrastructure Analysis and Repair

Description of Work: Provided inspection, surveys and reports of all stormwater structures of the pond. Repaired 5 damaged inlets and catch basins along the shoreline. The structures where compromised due to the erosion of the soil behind and underneath the structures, the water was not flowing properly and causing damage in other areas of the residents' yards. The scope involved cleaning of vegetation around and inside the structures (Including submerged Hydrilla and Algae in catch basins), removing sediment, creating rip-raps around the outlets for additional support and to ensure proper movement of the stormwater. Provided report and pictures upon completion.





















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DURING/ AFTER













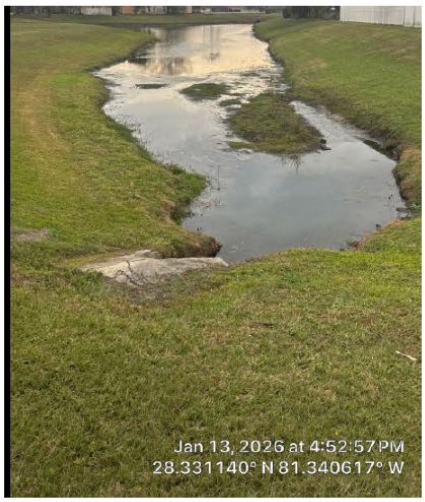
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#6: Pebble Pointe Pond 519 Dredging, Sediment Removal and Infrastructure Repair

Description of Work: Inspection and report of poor water movement of stormwater pond due to the buildup of sediment and damaged stormwater system in the northeast canal. Placed Turbidity barrier and sediment control measures prior to performance of work. Remove approximately 50 tons of sediment from the affected section of the canal to ensure proper waterflow and depth. Reshaped slopes to original design (Approx. 300 ft). Installed Geocell erosion control grid along the shoreline. Provided stability and repair of the pond outlet structure. Re seeded all of the slopes. Provided report and pictures upon job completion. Job was completed with budget and timeline estimated. This pond is an example of approximately other 20 ponds repaired in similar manner, under the same contract across Osceola County. All of these ponds have been repaired within the last 6 months.

BEFORE













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DURING















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#7: Large Scale Dredging, Hydraulic Dredging, Dewatering Past Experience Examples (Paragon) -Will work hand in hand for the New Smyrna Scopes as Needed.

Marine Research Infrastructure Project:

Education & Marine Research Infrastructure
Restoring Critical Access Without Disrupting Operations
Capabilities Deployed: Dredging • On Site Separation • Custom Disposal Planning



What was done

- Designed a custom dewatering and disposal plan for a tight footprint
- Dredged selectively to restore depth without restricting access
- Maintained full site access for staff, vessels, and daily operations



Sediment buildup reduced marina depth, grounding vessels and disrupting research operations.

- Inability for critical boats to enter or exit
- Delayed research and enforcement activity
- High visibility site with limited working space



The Outcome

- **Full marina depth restored**
- **Zero interruption to research or vessel traffic**
- **Strong stakeholder trust and on site cooperation**

Barge Operation and Dredging for Canal Maintenance

Municipal & Public Infrastructure
Keeping Navigation Open Under Public and Schedule Pressure
Capabilities Deployed: Dredging • Barge Operations • Government Coordination



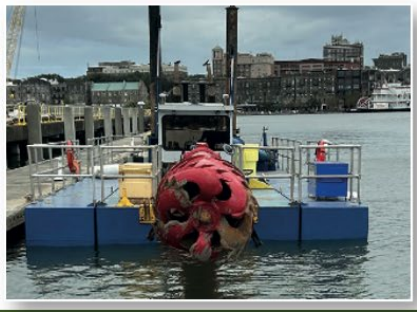
What was done

- Mobilized rapidly after prolonged delays
- Deployed high-capacity dredging in a confined navigation area
- Coordinated closely with county officials and permit holders



Severe shoaling blocked vessel access at a high visibility public waterfront site.

- Disrupted marine access for businesses and visitors
- Construction delays during a major convention center expansion
- Regulatory and public scrutiny with no margin for error



The Outcome

- **Full navigational access restored**
- **Zero disruption to ongoing construction or events**
- **Project delivered on schedule and within compliance**

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Power Plant Project for Water Flow Restoration:

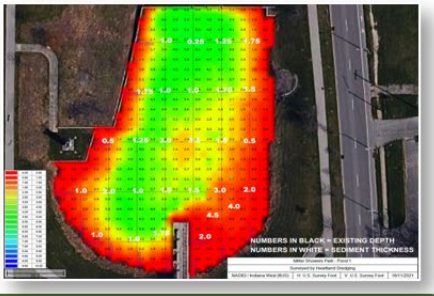
Power Generation Infrastructure

Restoring Cooling Flow to Protect Power Generation

Capabilities Deployed: Bathymetrics • Dredging

Sediment buildup restricted intake flow, threatening the plant's cooling system and output.

- Reduced cooling capacity and forced derating
- Risk of power interruption during peak demand
- Long term asset and equipment exposure



The Outcome

- Full cooling flow restored
- Zero interruption to power generation
- Earned repeat work based on performance



What was done

- Surveyed intake channels to identify flow restrictions
- Deployed multiple dredges to remove sediment at scale
- Maintained continuous plant operations throughout execution



Large Scale Vegetation Removal:

Municipal & Preventative Waterway Maintenance

Preventative Vegetation Control Through a Long Term Municipal Partnership

Capabilities Deployed: Aquatic Weed Harvesting • Shallow Water Operations • Municipal Coordination

Seasonal organic buildup and invasive weeds were reducing depth and flow in shallow coves.

- Gradual loss of usable water depth
- Increased risk of future dredging and compliance issues
- Ongoing maintenance burden for the Borough



The Outcome

- Improved flow and usable depth in targeted coves
- Reduced long term sediment and vegetation buildup
- Efficient, repeatable maintenance with clear municipal coordination



What was done

- Executed seasonal hydro raking program
- Deployed site-specific harvesting equipment
- Cleared organic material and invasive weeds
- Coordinated shoreline staging and haul off



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Cont. Tab 3: Requested Attachments

Resumes & Licenses

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ANA KARINA PEREZ

Entrepreneur

Karina's Lakefront Maintenance

Business Owner

PROFILE

As a business owner and upper management employee, I have over 30 years of experience on how to build and run a successful company. Through these 30 years, I have gathered knowledge on estimating, planning, developing, managing and supervising a great variety of different projects. I have also obtained expertise on aquatic ecosystems and all the it takes to make them flourish. This expertise makes me proficient on native vegetation, mechanical and manual nuisance removal, and erosion control.

CONTACT

(407) 255-4642

Karina's Lakefront Maintenance

karina@karinalakefront.com

www.karinalakefront.com

EXPERIENCE

Karina's Lakefront Maintenance

04/07/2012 - PRESENT

As a business owner, I supervise and manage all of the company's employees, and jobs. I oversee the quality of every job to make sure that we always meet our standards. I am in charge of the estimating, planning and development of each new project. As a hands-on owner, I have extensive knowledge of Florida's ecosystem and vegetation, and have developed unique techniques for manual vegetation removal, and in erosion control installation such as; sea walls, rip-raps and storm water retention.

Aquamarines

01/15/2009 – 02/12/2012

I was responsible for the supervision of employees, operations, and the overall quality of each job. To implement new unique techniques for erosion control.

Scanning

12/01/1997– 10/11/2008

As a business owner, I was in charge all the tasks related to running a business. I was responsible for the planning, implement, and evaluating market research.

SKILLS

- Leadership & management
- Extensive knowledge of native aquatic vegetation
- Implementation of erosion control mechanisms
- Operation of harvesting machinery
- Bilingual: English & Spanish

EDUCATION

Bachelor in Marketing

1980 - 1984

Bachelor's in marketing from Instituto Unversitario de Marcadotecnica, Caracas Venezuela

Teresiano de la Castellana

1980

High school diploma from a recognized academc institution in Caracas, Venezuela

Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road, M.S. 3565
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nunez
Lt. Governor

Noah Valenstein
Secretary

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. We greatly appreciate your participation in and successful completion of this course. We hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

Attached you will find your numbered certificate and wallet card. Please let us know if there are any errors in the certificate or card, or in the grading of your exam. You can contact us at admin@fsesci.com, or at the Training Program's website: www.FSESCI.com.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTOR TRAINING PROGRAM

Ana Perez

CLASS DATE	INSPECTOR #
04/27/2020	45911

QUALIFIED STORMWATER MANAGEMENT INSPECTOR
CURRENTLY DOES NOT EXPIRE

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that

Ana Perez

has successfully met all requirements necessary to be fully qualified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program

04/27/2020

Inspector Number 45911

Jared Searcy
Statewide Training Coordinator

Kevin Coyne
WQRP Program Administrator

ANA GABRIELA **ROOSEN**

1265 Blessing St. Maitland Fl 32792 · (407)399-9415 ·Aroosen1@gmail.com

EXPERIENCE

JUNE 2018 – PRESENT

BIOLOGIST AND BUSINESS DEVELOPMENT, KARINA'S LAKEFRONT MAINTENANCE

Responsibilities include development and oversight of the company. I supervise projects, contracts and permits to guarantee sounds environmental practices and reflect our responsibility to the Florida aquatic ecosystems. Other responsibilities include education and management of the staff, government contract liaison, administrative duties, quality control manager, native plant installation and oversight of herbicide applications and staff.

MAY 2014 – JUNE 2018

RESEARCH COORDINATOR, FLORIDA PREMIER RESEARCH INSTITUTE

Responsibilities included carrying out studies for the purpose of research of certain health conditions, safety supervisor, administrative roles, marketing, business development, scribing, managing of staff and recruitment for the studies taking place.

SEPTEMBER 2013 – MAY 2014

PERMIT PROCESSOR AND ADMINISTRATION, KARINA'S LAKEFRONT MAINTENANCE

Responsibilities included submitting and processing county, state and city permits for the removal of invasive vegetation, erosion control and riprap permits. Also had administrative roles which included managing costumer accounts and using accounting software.

JULY 2012 – MAY 2014

PERMIT PROCESSOR, AQUAMARINES FL LAKES

Responsibilities included submitting and processing county, state and city permits for the removal of vegetation and erosion control plans.

EDUCATION

MAY 2014

BACHELOR IN BIOLOGY, UNIVERSITY OF CENTRAL FLORIDA

WITH A MAIN FOCUS ON ENVIRONMENTAL SCIENCES

MAY 2010

HIGH SCHOOL EDUCATION, LAKE HOWELL HIGH SCHOOL

CERTIFICATIONS

- Certified Stormwater Inspectors
- Stewardess of Water – Sepro Corporation
- QuickBooks Online Certification
- FL aquatic herbicide certified applicator
- Florida Notary

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM25731

ROOSEN, ANA
64 CARRIAGE HILL CIRCLE
CASSELBERRY, FL 32707

Categories
5A

Issued: September 13, 2022 **Expires: September 30, 2026**

Nicole Fried

Signature of Licensee

NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.



PRO Certified ProcellaCOR® Specialist

Let it be known that

Ana Roosen

Karina Lakefront Maintenance

having successfully completed the 2019-20 requirements and skills training for SePRO certification, has qualified to be a PRO Certified ProcellaCOR Specialist.

As a SePRO PRO Certified ProcellaCOR Specialist, this accomplishment provides the necessary attributes to assess, prescribe, and implement ProcellaCOR Aquatic Herbicide.

Sam Barrick

Vice President, Marketing, SePRO Corporation

ProcellaCOR
Aquatic Herbicide

Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road, M.S. 3565
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nunez
Lt. Governor

Noah Valenstein
Secretary

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FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTOR TRAINING PROGRAM

Ana Gabriela Roosen

CLASS DATE	INSPECTOR #
04/27/2020	45909

QUALIFIED STORMWATER MANAGEMENT INSPECTOR CURRENTLY DOES NOT EXPIRE

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that

Ana Gabriela Roosen

has successfully met all requirements necessary to be fully qualified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program

04/27/2020

Inspector Number 45909

Jared Searcy
Statewide Training Coordinator

Kevin Coyne
WQRP Program Administrator

TOMAS ROOSEN 407-755-8557
tomas@karinalakefront.com
Winter Park, FL

Employment Objective

To gain experience and exposure in the civil/environmental field in the design and construction of large-scale projects at an established reputable firm in the industry, under senior management and Professional Engineers. I aim to further my team's positive industry presence, continue building relationships, earn my professional licensure, OSHA and LEED certification and develop my skillset while pushing quality, safety, environmental awareness/alliance and technological improvements.

Summary of Qualifications

University of Central Florida student seeking a bachelor's degree in Environmental Engineering. Completed courses in Calculus, Physics with Calc Analytics, Psychology, Physical Geography and other core classes. Experience with Word, Excel, Zoom, Microsoft teams and Solidworks, as well as various other CRMS. Certified in OSHA Excavator safety course.

Work Experience

KARINA'S LAKEFRONT MAINTENANCE, Winter Park, FL June 2019 – Current

- Assistant project manager of government and commercial projects
- Experienced the field labor first-hand while learning the importance of and caretaking of the machinery and various hand tools.
- Responsible for inventory, staff, purchase of materials, maintenance of vehicles and upkeep of the office space.
- Training in OSHA and safety standard for the field employees
- Direct client contact for quote and program jobs.

DUNKIN DONUTS, Winter Park, FL August 2019 – May 2020

- Events coordinator/marketer
- Experience with multi-tasking, scheduling, and customer communication.
- Helping to manage my budget while paying for and earning my degree at UCF.

Education/Community Involvement

A.C.Y.S, Orlando, FL August 2016-May 2019

- Youth soccer coach, ages 6-11
- Managed players development and understanding of the game, while maintaining their love and devotion at an all-time high.
- Taught the importance of teamwork and modeled the essentialism of hard work.

100+ HOURS OF COMMUNITY SERVICE

High School Graduate (Summa Cum Laude), Lake Howell High School May, 2019
GPA: 4.1 SAT (1600 scale): 1260

Student, University of Central Florida, Orlando, FL August, 2019 – Current
Bachelor's in Environmental Engineering

360 TRAINING

CERTIFICATE OF COMPLETION

This certifies that

tomas roosen

has successfully completed the course

OSHA 30 Hour Outreach Training Program - Construction

CEUs	Credit Hours	Completion Date
3.0	30.00	04/26/2026

ACCREDITED IACET PROVIDER

Jason Cole, Trainer C 26-0113289 and G 26-0084457

Scan to Verify

"As an OSHA Outreach Training Program trainer, I affirm that I have conducted this OSHA Outreach Training Program training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their course completion card within 90 calendar days of the end of the class."

"As an IACET Accredited Provider, 360training.com, Inc. offers IACET CEUs for its learning events that comply with the ANSI/IACET Continuing Education and Training Standard."

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CERTIFICATE OF COMPLETION

This certifies that

TOMAS ROOSEN

has successfully completed the course

OSHA, CALOSHA - Excavator

Course Duration
2.5

Completion Date
04/22/2024

Certificate #
000033363047

Samantha Montalbano, Chief Operating Officer

This certificate is non-transferrable and expires 2 years from the date of issuance and/or completion.

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TOMAS ROOSEN

OSHA, CALOSHA - Excavator

Samantha Montalbano, Chief Operating Officer

04/22/2024
Completion date

Valid for 2 years from this date

This is your pocket card which may be used as proof of training completion. This training program is intended to provide supplementary job safety training and is not required or approved by any regulatory authority. Please check Federal, State, and local regulations for additional training requirements related to your specific job.

Questions? support@360training.com

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Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement
Commercial Applicator
License # CM500124

roosen, Tomas
483 Lancers Drive
winter Springs, FL 32708

Categories
5A

Issued: 06/04/2025 **Expires:** 06/04/2029

Signature of Licensee

WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services

License Categories

1A1 Ag Row Crop	5B Organotin Paint
1A2 Ag Tree Crop	6 Right of Way
1B Ag Animal	7A Wood Treatment
1C Private Applicator Ag	7B Chlorine Gas Infusion
1D Soil and Greenhouse Fum	7C Sewer Root Control
1E Raw Ag Commodity Fum	9 Regulatory Pest Control
2 Forest Pest Control	10 Demonstration and Research
3 Ornamental and Turf	11 Aerial Application
4 Seed Treatment	20 Regulatory Insp. and Samp
5A Aquatic Pest Control	21 Natural Areas Weed Mgmt

WILL SANDBERG 407-403-3070 *cell*
Project Management/Engineering wsandberg@karinalakefront.com
Casselberry, FL

Purpose

Passionate about using creative energy and teamwork to solve difficult problems, improve quality, and increase efficiency while accomplishing exceptional work. Eager to create, learn about, and implement new technologies that will improve quality of life while alleviating the human impact on the environment, for our children and theirs.

Experience

WHARTON-SMITH, INC., Sanford, FL *March* 2016 – *Feb* 2024
Construction Management

- Began as an intern while at UCF, hired as project engineer upon graduation, promoted to assistant project manager in 2021 and to project manager in 2023
- Responsible for creating and facilitating contracts, negotiating subcontracts, purchase orders, scheduling, and budgeting. Problem solving in every step of the construction process, from project planning/constructability, design review, review of shop drawings, material procurement, inventory, quality control, commissioning and close-out documents, operation and maintenance training
- Hands-on understanding of water and wastewater treatment processes, and the equipment and technology involved

KARINA'S LAKEFRONT, LLC., Winter Park, FL *Feb* 2024 – *current*
Project Management and Business Development

Education/Certifications

Graduate, University of Central Florida, Orlando, FL *May,* 2010 – 2017
Bachelor's in Civil Engineering *graduated May,* 2017
Member, American Society of Civil Engineers 2014 – 2017
Engineer Intern (E.I.) *issued Sep*, 2017

While at Wharton-Smith;
Qualified Stormwater Management Inspector (DEP#38216) *issued Jun,* 2017
Competent person in Scaffolding, Fall Protection, Confined Space, Trenching/Excavation OSHA standards per Company safety policy

Licensed Professional Engineer (P.E.) #97517 *issued Oct*, 2023

Certified Building Contractor (CBC) *pending*

Proficiencies

Word, Excel, Bluebeam REVU, P6, Sage300, BricsCAD, AutoCAD, PowerPoint, Zoom and MS Teams

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SANDBERG, WILLIAM

KARINA'S LAKEFRONT MAINTENANCE, LLC
3656 BOUGAINVILLEA CT
WINTER PARK FL 32792

LICENSE NUMBER: CBC1268018

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/18/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SANDBERG, WILLIAM ALAN

64 CARRIAGE HILL CIR
CASSELBERRY FL 32707

LICENSE NUMBER: PE97517

EXPIRATION DATE: FEBRUARY 28, 2025

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QUALIFIED
STORMWATER MANAGEMENT
INSPECTOR

The undersigned hereby acknowledges that

William Sandberg

has successfully met all requirements necessary to be fully qualified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program

June 22, 2017

Hal Lunsford

Hal Lunsford

Inspector Number 38216

Kevin Coyne

Joanna R. Sanchez
4897 Cypress Woods dr apt 6210 Orlando FL 32811
(407) 577-1457©
Jsanchez129@yahoo.com

Karina's Lakefront Maintenance

Winter Park, FL Nov. 2023- Current

- Manage client accounts, answer questions and relay information to the crews
- Scheduler
- Job specific permit processing for clients

Public Adjuster

Century Public Adjusters Feb 2022- present

- Represent Homeowners against insurance.
- Defend Homeowners with any new, open or closed claim.
- Perform inspection and can identify water damage and damage caused by wind
- Communicate with DA/FA to settle claims

Assembly Supervisor

Signature Systems Group, LLC - Orlando, FL November 2021 to Feb 2023

- Process checks to ensure the mats are properly built with no defects.
- Manage 25 associates.
- Follow cGMP and JHA
- Follow general 5's , lean , and six sigma and currently a yellow belt in lean.
- I changed the work environment with 5S to provide a safer work environment
- Operated CNC and did minor repairs such as but not limited to, changing blades,recalibrated table and assisted in code changes.
- Operated grinder machine and assisted in minor repairs with technicians.
- Successfully received my white and yellow belt and started my green belt in Lean.
- Successfully turned the assembly team into a 100% white and yellow belt certified lean
- Performed daily meetings to and weekly safety meetings.

Lead Direct

Xymogen- Orlando FL March 2019 to October 2021

- Manage 25+ associates with the supervision of a manager.
- Fulfilled work orders in a timely matter while following cGMP and SOP's
- Ordered components and assure each component is released and FDA approved prior tousage.
- Follow general 5's to ensure the safety of my associates.

Education & Skills

Central Islip Senior High School Sept 2008 Central Islip NY 11722

- Graduated with a Regents diploma
- College course – Forensic and Pre- Calculus
- Honor roll member all four years
- Bilingual- Spanish and English

VICTOR FAJARDO

Orlando, Florida 32818
(407) 406-7050
Vmanuel.fajardo0127@gmail.com

OBJECTIVE

As a hard and motivated worker, I take every new task as a personal challenge. I take great pride on completing every single job efficiently within the schedule time, while keeping in mind the importance of quality and client satisfaction.

SKILLS & ABILITIES

Leadership skills. Knowledge of native and invasive vegetation. Extensive experience handling landscape equipment and machinery. Implementation of erosion control via seawalls and rip-raps. Bilingual Fluent in Spanish and English.

EXPERIENCE

Foreman, Karina's Lakefront Maintenance — **October 2018-Prensent**

As a foreman for Karina's Lakefront Maintenance, I am responsible for a variety of different tasks, such as; supervision of the employees, and maintaining quality control in every job. Coordinating maintenances, cleanings and erosion control. Mechanical and manual removal undesired vegetation and debris. Planting of native aquatic vegetation and desired plants. Meeting client's requests while maintaining efficiency and a safe environment.

Laborer, K-Aquatic — **January 2017-Ocrober 2018**

As a laborer for K-Aquatic, I was a team member in monthly maintenances and cleanings. Some of my responsibilities included mechanical and manual removal of invasive vegetation, debris and waste. I was in charge of operating landscaping equipment and machinery. Planting and relocating desired native vegetation. Implementing erosion control techniques such as seawalls and rip-raps. Ultimately, I was responsible for completing daily maintenance and cleaning schedules.

Head Chef, Star Station — **2014-2016**

Overseeing and managing the restaurant staff and quality of each meal. Coordinated production phases. Developed new techniques for efficiency control and production quality standars.

KALIMA A. BROOKS

Orlando, FL | 808-217-6454 | kalimaabrooks@gmail.com |

Heavy Equipment Operator working as an independent contractor with over 24 years of experience operating in a variety of sites and landscapes.

EXPERIENCE

2021-2023 (SEASONAL)

CRYSTAL MOUNTAIN RANCH

Hired by company to operate Front-End Loader to assist in cutting roads into the mountainside as well as grubbing and grading pads as required.

2020-CURRENT

KARINA'S LAKEFRONT MAINTENANCE

Hired by company to assist in services such as grubbing and clearing land around lake and marsh areas with the use of an excavator. Was also in charge of finer clearing work such as clearing plants in the water with the operation of a Weedo boat and track loaders.

2004-2019

LOGGER, INDEPENDENT CONTRACTOR

Was in charge of operating a bulldozer for cutting in skid roads, and operating an excavator for decking logs, harvesting trees, and cutting pads for sawmill sites.

2000-2003

INDEPENDENT CONTRACTOR

Assisted in grading and loading trucks using heavy equipment such as track loaders, backhoes, and front-end loaders.

EDUCATION

JUNE 2000

DOCTOR OF PHARMACY, JASPER UNIVERSITY

Received the Dean's List award for maintaining a high grade point average and academic excellence.

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CERTIFICATE OF COMPLETION

This certifies that

Kalima Andres Brooks

has successfully completed the course

OSHA, CALOSHA - Excavator

Course Duration
2.5

Completion Date
04/10/2024

Certificate #
000033270000

Samantha Montalbano, Chief Operating Officer

This certificate is non-transferrable and expires 2 years from the date of issuance and/or completion.

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This certifies that the person named below has successfully completed the course.

Kalima Andres Brooks

OSHA, CALOSHA - Excavator

Samantha Montalbano, Chief Operating Officer

04/10/2024
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Questions? support@360training.com

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | 360training.com

Oscar Mejia
Casselberry, Florida 32707
(321) 310-7786 • oscarmejia456@gmai.com

WORK EXPERIENCE

Karina Lakefront Maintenance, Winter Park
Foreman (01/2019)-Present

- Responsible for the supervision of employees in the worksite
- Handling and utilizing heavy machinery and equipment
- In charge of quality control in every designated job
- Training of new incoming laborers and team members
- Team leader on scheduled maintenances and cleanings
- Fulfilling client's landscaping and lakefront requests

FinfRock, Apopka
Assembler (10/2017) - (01/2019)

- Handling and utilizing heavy machinery and equipment
- Manual debris and waste removal
- Assembly of aluminum and concrete structures
- Instalment of aluminum and concrete structures

Karina Lakefront Maintenance, Winter Park
Laborer (09/2015) - (09/2017)

- Team member in mechanical nuisance plant removal
- Responsible for fulfilling daily maintenance schedules
- Use and service of common landscaping equipment
- Manual debris and waste removal
- Planting native aquatic vegetation

SKILLS

- Developing new, innovative techniques in aquatic nuisance vegetation removal
- Leadership
- Knowledge of aquatic plants
- Handling and operating heavy machinery and landscape tools
- Vehicle and machinery mechanical experience

EDUCATION

Bachelor in Civil Law, Graduation Year (2012)
Universidad Santa Maria, Caracas Venezuela

High School Diploma, Graduation Year (2007)
Norma Foubornal Palacio, Caracas Venezuela

Nelson Tellez

Maitland, Florida 32751 • (407) 775-9193
Nelsontellez13@gmail.com

Skills

- **Heavy Equipment** – Extensive experience utilizing and operating heavy machinery (excavator, bobcat, trenching machine, WeeDoo, bulldozer, shovel and payloader).
- **Erosion Control**- Extensive knowledge of installation and maintenance of erosion control
- **Management** – Leading, organizing, and overseeing employees and tasks.
- **Mechanical Knowledge** – Knowledge in service and repair of heavy machinery, vehicles and equipment.
- **Bilingual** – Fluent in English and Spanish

Experience

Karina's Lakefront Maintenance, Winter Park
Machine Operator and Erosion Control Specialist (08/2017) - Present

- Operator of heavy machinery for nuisance plant and debris removal.
- Erosion control, rip-rap installation and Consultant.
- On-site mechanic.
- Dock restoration and renovation.
- Storm water management installation.
- Project Advisor for ecological risks

Atyca, Venezuela
Business Owner, Agricultural Development (1998) - (2017)

- Operator of heavy machinery for nuisance plant and debris removal.
- On-site mechanic.
- Developing and utilizing improved land development, farming and agricultural techniques.
- Management and Scheduling of employee.
- Administrative duties to running a business.

Corpo Salud, Venezuela
Administrator (1990) – (1998)

- Management and Scheduling of employee.
- Administrative task of payroll, accounting, worker's compensation, and financial decision.

Idraulic, Venezuela
Director (1986) – (1990)

- Management and Scheduling of employee.
- Administrative task of payroll, accounting, worker's compensation, and financial decision.

Education

Diesel Mechanic Courses, Completion 2015, Caracas Venezuela
Bachelor's in Agronomy Sciences, Graduation Year (1986), Universidad Central, Caracas, Venezuela
Bachelor's in Business Administration, Graduation Year (1984), Universidad Central, Caracas, Venezuela

PARAGON
INTEGRATED SERVICES GROUP

Brian Bradford

Assistant Operations Manager

Team Member Resume



Summary

13 years in Oil and Gas Industry as a Solids Control Supervisor. 1 Year as Shoreline Stabilization Manger/Assistant Environmental Operations Manager.

Expertise

- Leadership
- Team building
- Problem-solving
  Decision-making

Years of Experience

14 years in the industry from solids control technician , solids control supervisor, dewater technician, shoreline restoration superintendent, and assistant operations manager.

Education

Ridgewood High School

Key Projects

- Muirfield Village CC: shoreline stabilization Project in 2024 and 2025.
- *Jackson Park: Operations manager over the shoreline stabilization Project*

Certifications and Training

- OSHA/Safeland certified
- Heavy equipment operations
  Soxs Erosion Control

Contact Information

Bbradford@paragonisg.com
740-294-0537
www.paragonisg.com

Brian Lawson

Environmental Technician/ U.S. Operations

Team Member Resume



Summary

A motivatated leader with a strong desire to achieve great results for our clients. Self-driven with attention to details and keen focus on communication

Expertise

- Equipment Operator
- Dredging/Solids Control
- *Weed Harvesting*

Years of Experience

25+ years in Environmental Management ranging from private, government and industrial sectors

Education

Whitley County High 2002
University of the Cumberlands
Eastern Kentucky -2006

Key Projects

- *Conroe, TX: Dredging and dewatering of 2000' canal at golf course and removal of all sediment*
- *Oxford, PA: Biosolids removal and separaration at WWTP. Included coordination of solids haul disposal to offsite landfill*
- Mountain Lakes, NJ: Aquatic weed removal and hydro-raking for two city owned lakes

Certifications and Training

- *First Aid/CPR*
- *Crane Safety*
- *Confined Entry*

Contact Information

blawson@paragonisg.com
(606) 515-3343

Brion Talkington

Environmental Field Supervisor

Team Member Resume



Summary

I've been a field supervisor in the environmental industry for 14 years specializing in fluid and solids separation. I have excellent management and logistics skills along with heavy equipment, centrifuge and dewatering operations.

Expertise

- Communication
- Logistics
- Problem solving
- Fluids/Solids Separation
- SCADA Systems

Key Projects

- *Tamarack, MN: Carbon Sequestration well. Managed daily solids control operations .*
- *Anson Madison, ME: Wastewater lagoon dredging project. Managed daily dredging and dewatering operations.*

Certifications and Training

- ***H2S Certified***
- ***CPR Certification***
- ***Basic First-Aid***
- ***Excavator and Telehandler Certified***

Years of Experience

14 years in Oil & Gas and Environmental operations

Education

High school diploma

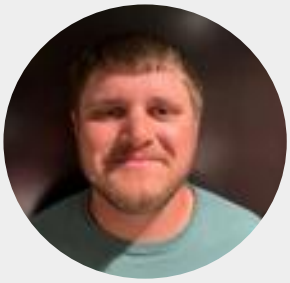
Contact Information

Btalkington@paragonisg.com
330-531-3334

Byron Lawson

Environmental Technician/ U.S. Operations

Team Member Resume



Summary

An experienced equipment operator with diverse working background. Motivated person that is goal and team driven.

Expertise

- Equipment Operator
- Dredging/Solids Control
- *Utility Lineman*

Key Projects

- *Little Rock, Arkansas –Dredging and Dewatering of 2500 cubic yards of leachate from landfill basin and replacing geotextile liner*
- *Southeast, Kentucky- Equipment Operator for wetlands remediation project encompassing 50+ acres*

Years of Experience

7+ Year in Utilities, Dredging, Solids Separation operations

Certifications and Training

- Class A CDL
- Forklift Operator
- *Excavator Operator*
- *OSHA 10 Certification*
- *First Aid/CPR*

Education

Whitley County High 2021

Somerset Community College - Lineman Training 2022

Contact Information

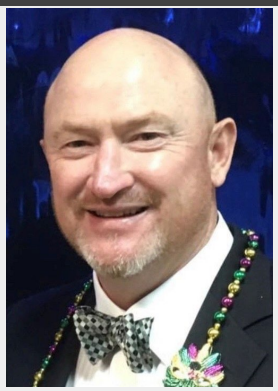
bclawson@paragonisg.com
(606) 280-1646

PARAGON
INTEGRATED SERVICES GROUP

Chad E. Hensley

Operations Manager
U.S. Survey Operations

Team Member Resume



Summary

Chad has led major projects worldwide—including vessel recoveries, refinery expansions, LNG fabrication, and bridge construction—using advanced technologies such as laser trackers, multibeam sonar, GNSS/RTK, 3D laser scanning, and high-precision total stations.

Expertise

- Dimensional Control
- 3D Laser Scanning
- Aerial LIDAR
- Industrial Construction
- Hydrographic Survey
- Modular Fabrication
- Marine Salvage

Years of Experience

Surveyor with 36 years of experience leading complex survey operations, business development, technical execution, and client management across the marine, offshore, oil & gas, industrial, and heavy-civil sectors.

Education

Louisiana State University
Civil Engineering 1986-1991

Key Projects

- **ExxonMobil Well Containment (Louisiana)** – Dimensional Control and QC.
- **New Fortress Energy Fast LNG Rig Fabrication (Texas)** – Dimensional Control, Laser Scanning, Piping Integration,
- **Chevron Jack-St. Malo (Texas)** – Dimensional Control, Module Fabrication QC.
- **Shell Olympus Project (Texas)** – Dimensional Control, Module Fabrication QC.
- **Motiva Refinery Expansion (Texas)** – Structural Control, Piping Layout, Vessel Fit-Up Surveys.

Certifications and Training

- BOSIET Offshore Safety Training (#1301570017011411 82)
- Fall User/Rescue Training (#5013410)
- BasicPlus-HASC
- Rig Pass Land and Sea (#1033205)
- Marine Technician (Panama Maritime Authority) (#865819)

Contact Information

Chensley@paragonisg.com
225.398.9878 Mobile
415.823.2141 Office
www.paragonisg.com

Christopher Hendrickson

Environmental Technician |U.S. Operations

Team Member Resume



Summary

I've been in the oil, gas and environmental industry for 19 yrs. Experiences include operating centrifuges, heavy equipment, and dredges. Ambitious to learn and become a better asset to my company and our clients.

Expertise

- **Problem Solving**
- **Communication**
- **Ability to learn complex systems**

Years of Experience

19 years experience in environmental fluids/solids separation

Education

High school

Key Projects

- Albemarle Corporation: Dredging a 1.5 million gallon tank to remove chemicals and solids safely and efficiently
- Seneca Lake: Operated a Weed harvester, to remove aquatic weeds. Approximately 50 acres of water cleaned up.

Certifications and Training

- **OSHA 10, OSHA 30**
- **CPR**
- **Cranes and Derricks safety**
- **Oil spill clean up**
- **Hazard Analyst and control**
- **Heat and cold stress safety**
- **H2S and SafeLand and ISN**

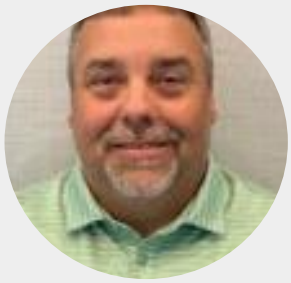
Contact Information

chendrickson@paragonisg.com
405-574-4772

Edward Moyer

Environmental Operations Manager
U.S. Operations

Team Member Resume



Summary

26 years in Environmental Industry as a Fluids and Solids Separation Engineer. VP of Operations. 3 Years as Environmental Operations Manager.

Expertise

- Skilled Manager
- Leadership
- Team building
- Problem-solving
  Decision-making
- *Managing P & L's*

Years of Experience

29 years in the industry from truck driver, warehouse manager, fluids engineer, solids control manager, dewater technician, dredging, weed harvesting, and operations manager.

Education

AAS – Agricultural Eng Ohio State University

Buckeye JVS – Engine Mech.

Key Projects

- Pennsylvania AMD- Operation manager of dredging, dewatering, and disposal project of an acid mine drainage lagoon.
- Muirfield Village CC: Dredge Operator and Operations Manager over a pond dredge and shoreline stabilization project.
- Universal Orlando Studios: Operations Manager over show lagoon dredging, dewatering and solids disposal project. Closed loop operations.

Certifications and Training

- DISC management training
- OSHA/Safeland certified
- Heavy equipment operations
- CPR Certified
- TWIC Clearance

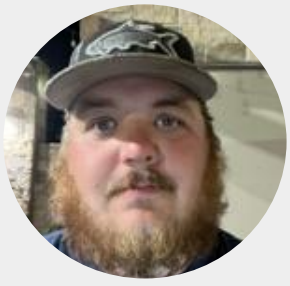
Contact Information

Emoyer@paragonisg.com
740-502-8514
www.paragonisg.com

Lee Ford

Environmental | U.S. Operations

Team Member Resume



Summary

I've been in the Environmental, Oil & Gas Industries for 8+ years. Operating centrifuges, dredges and aquatic weed harvesters.

Expertise

- Solids Separation
- Fluids Management
- Biosolids Removal

Key Projects

- ***East Ohio: Member of a crew that operated 6 centrifuge's for ultimate cleaning of critical fluids for a sensitive wellbore.***
- ***Anson Maine: Dredging and dewatering of 2000 dry tons of biosolids utilizing belt presses and centrifuges.***

Years of Experience

8+ years in fluids and solids separation in Oil & Gas and Environmental Industries

Certifications and Training

- **H2S certified**
- **Heavy Equipment certified**
- ***CPR certified***

Education

GED

Contact Information

Leeford1540@icloud.com
260-433-7311

Shea Maple

Safety Director

Team Member Resume



Proven ability to design, direct and implement effective on-site safety programs. Demonstrated experience in monitoring facilities and processes for adherence to OSHA guidelines by overseeing inspections.

Expertise

- Project Safety Management
- Rig Inspections
- OHSA Compliance

Years of Experience

16 years in the Industrial and Environmental industry overseeing safety systems and protocols

Education

Kent State University – Business Management

Key Projects

- *Missouri City, TX overseeing safety protocols for employees and subcontractors involving dredging operations within a the Water Treatment Plant*
- *Little Rock Arkansas City Landfill: Plan and Oversee all Safety Training , while also maintaining all OSHA requirements and compliance with all operator's HSE programs*

Certifications and Training

- H2S certified
- First Aid certified
- BBP certified
- Slips, Trips and Fall certified
- OSHA 30 Hour class
- Fall Protection certified

Contact Information

smaple@paragonisg.com
Phone 432.269.7573

Tab 4

References, Financial Stability/ Litigation and Acceptance of Conditions

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SYDGAN
CORPORATION

P.O. Box 350, Winter Park, FL 32790-0350
Phone (407) 644-3151

June 13, 2024

SUBJECT: Letter of Recommendation – Karina's Lakefront Maintenance

To Whom it May Concern;

As an owner, developer, and general contractor, I have worked with Karina's Lakefront Maintenance through multiple facets of their operation. From the initial survey, through construction and continued shoreline maintenance, the Karina's Lakefront team has been a pleasure to work with. The hands on approach of Ana and Karina was well received and aided to the success of our recent project.

Our firm has recently completed a multi-acre site development project which incorporated over ½ mile of lake shoreline improvement and ¾ acre of wetland mitigation. Karina's Lakefront Maintenance assisted with design, removed invasives, performed aquatic planting installation and continues to maintain these newly improved area. My experience with Karina's Lakefront Maintenance was outstanding. Ana and Karina proved to be a valuable resource during final design decisions and supported our permitting process. The installation and maintenance personnel are hardworking and dependable for the scope they perform. Their work was performed timely, accommodating to the overall project schedule, and delivered within budget.

I highly recommend Karina's Lakefront Maintenance for any new development projects or maintenance of existing shorelines and ponds.

Should you have any questions please contact me at (407) 644-3151 or morgan@sydgan.com

Sincerely,

Morgan S. Bellows, CGC
Vice President, Construction – Sydgan Corp.

UCF | **Utilities and Engineering Services**

UNIVERSITY OF CENTRAL FLORIDA

May 5, 2026

RE: Letter of Referral — Karina Lake & Pond Management

To Whom It May Concern,

It is my pleasure to recommend Karina Lake & Pond Management as an aquatic and stormwater services provider. In my capacity as Stormwater Manager for the University of Central Florida, I have overseen our contractual relationship with Karina Lake & Pond since 2021. Over the course of this partnership, they have demonstrated consistent professionalism, technical expertise, and a genuine commitment to quality that I am confident recommending without reservation.

Karina Lake & Pond has been responsible for the maintenance and restoration of approximately 25 stormwater ponds and canals across our campus. Their scope of work has been comprehensive, encompassing monthly aquatic vegetation control, shoreline restoration, trimming and removal of woody vegetation, repair of outflow structures, dredging, and sediment and debris removal. In every instance, vegetation and debris have been hauled and disposed of in full compliance with applicable state and local regulations.

One of the qualities that truly sets Karina Lake & Pond apart from other contractors I have worked with is their use of hand removal techniques in combination with chemical treatment. Their willingness and ability to perform manual aquatic vegetation removal reflects a level of care and environmental conscientiousness that is not common in this industry. This approach has made a meaningful difference in the health and appearance of our water features.

From an administrative standpoint, Karina Lake & Pond has been equally exemplary. They provide detailed monthly reports and water quality analyses for each location, and are proactive in identifying and communicating any issues or concerns as they arise. Their reporting practices have made it easy for our team to remain informed and compliant at all times. In five years of service, they have never failed to meet their regulatory obligations.

Perhaps most importantly, Karina Lake & Pond is highly responsive. Over the past five years, whenever unexpected issues have arisen, their team has engaged promptly and collaboratively to resolve them. They approach challenges as partners, working with us

to find practical solutions rather than simply meeting minimum contract requirements. This responsiveness has built a strong foundation of trust between our organizations.

I recommend Karina Lake & Pond Management without hesitation to any institution or municipality seeking a knowledgeable, reliable, and professional stormwater and aquatic management contractor. Please feel free to contact me directly with any questions.

Sincerely,

Amanda Charnock

Digitally signed by Amanda Charnock
Date: 2026.05.05 10:22:19 -04'00'

Amanda Lindsay Charnock
Stormwater Manager
University of Central Florida
561-762-8544
Amanda.Charnock@ucf.edu

05/01/2026

To Whom It May Concern,

I am writing to provide a professional reference for Karina Lakefront Maintenance based on my experience working with them during my time with Osceola County Special Assessments.

Karina Lakefront successfully completed multiple projects for our department, including large-scale erosion repairs exceeding $350,000, as well as ongoing aquatic vegetation control services valued at approximately $30,000 per month. Over the course of three years, this represents over $1,000,000 in contracted services.

Throughout these projects, they consistently demonstrated a high level of professionalism, strong communication, and the ability to manage and deliver complex scopes of work. Their team is very familiar with government processes, including compliance, reporting, scheduling, and coordination with multiple stakeholders.

From project execution to responsiveness in the field, Karina Lakefront has been one of the top-performing vendors I have worked with. Their quality of work, reliability, and attention to detail set them apart.

I would confidently recommend them for any similar work, particularly in erosion control, stormwater maintenance, and aquatic services.

If you have any questions, please feel free to contact me.

Sincerely,

Edwin Torres
Project Manager

Osceola County

edwin.torres@osceola.org

321-588-6376

Isleworth

COMMUNITY ASSOCIATION, INC.

May 4th, 2026

Re: Recommendation for Karina's Lakefront Services

To Whom It May Concern,

I am pleased to provide this recommendation for Karina's Lakefront Services, which has been a valued service provider to the Isleworth Community Association since 2017.

I began working with Karina and her team at the start of my tenure at Isleworth in 2021, when they were assisting the previous manager with shoreline permitting and remediation efforts within our conservation areas. From the outset, her company demonstrated a high level of expertise and professionalism in addressing complex environmental and regulatory matters.

Karina's Lakefront Services played a critical role in helping the Association resolve shoreline violations caused by non-compliant property owners, which had exposed the community to potential regulatory risk. Following the removal of multiple lake service vendors operating within our conservation tracts, Karina's firm was selected as the exclusive provider for the care and maintenance of these sensitive areas.

Due to the consistent quality of their work, responsiveness, and technical knowledge, Karina's Lakefront Services has since become the primary provider for many of our estate home lakefront properties.

Additionally, upon my arrival, several of the community's retention and amenity ponds—with integrated water features—were in a state of disrepair. Karina's team has since restored these systems and now serves as the exclusive provider for pond management. Their scope of services includes preparing and submitting stamped restoration drawings, securing all required permits, and delivering post-completion documentation and ongoing monitoring reports to the appropriate regulatory agencies.

Their services include, but are not limited to:

- Aquatic control services and shoreline maintenance, including removal of debris, sediment, and invasive vegetation
- Monthly pond maintenance, including inspections, water quality analysis, and application of appropriate treatments (e.g., herbicides, alum, and dye)
- Manual and mechanical removal of debris and vegetation
- Installation of native plantings for shoreline restoration and bank stabilization

Karina's Lakefront Services has consistently demonstrated reliability, environmental stewardship, and a strong understanding of regulatory compliance. I would highly recommend their services to any community or organization seeking a knowledgeable and

Isleworth

COMMUNITY ASSOCIATION, INC.

dependable lake and pond management provider.

Please feel free to contact me directly if you have any questions.

Sincerely,



Dan O'Connell
Community Association Director
Isleworth Community Association

DAMAS CONSTRUCTION CO., INC._____

Architectural, Engineering & Construction Services. General Contractors CGC058911

Date: July 12th 2023

To Whom it may concern:

I am writing this letter to highly recommend Karina's Lakefront Maintenance for their exceptional services as a lake contractor. Our recent collaboration demonstrated their outstanding professionalism, responsiveness, effective communication, and high standard of work.

Throughout the duration of the project, I was consistently impressed with Ana's & Karina's responsiveness to our inquiries and concerns. They promptly addressed any questions we had, providing clear and concise explanations that helped us make informed decisions. Their commitment to open communication played a crucial role in fostering a positive working relationship, and it significantly contributed to the overall success of the project.

In our opinion, the attention to detail and dedication exceeded industry standards. The team consistently demonstrated a deep understanding of the unique challenges posed by our lake project and implemented innovative solutions to ensure its successful completion. The project was completed on targeted deadlines and managed efficiently.

I sincerely recommend Karina's Lakefront Maintenance and their staff for any lake-related construction projects. I am confident that they will bring the same level of excellence to any project they undertake.

If you have any further questions or would like more information about our experience working with Karina's Lakefront Maintenance please feel free to contact me at damasconstruction1@gmail.com or 407-285-8878.

Sincerely,

Rafael Damas

Rafael Damas. CGC

President

473 Citrus Ln, Maitland, FL 32751

damasconstruction1@gmail.com

Karina Lake & Pond Services

Financial Stability

This statement is to certify that our company is financially stable and sound. We confirm we have all of the necessary resources, human and financial, to provide the services at the level required in the RFQ for New Smyrna. We can provide financial statements upon request.



Litigations

This statement is to certify that no litigations or lawsuits have ever been brough forward with Karina Lake & Pond Services. Thankfully, no issues have ever arisen with a costumer that have not been resolved promptly, to the best of our efforts and satisfaction. No job has failed to be completed in the last 5 years.



Dunn & Bradstreet Number

CAGE CODE: 8GFG1
DUNS NUMBER: 932412518

NAICS CODES:

- 562998 –Waterbody Maintenance & Cleaning Services (Primary)
- 562119 –Debris & Brush Removal
- 562910- Remediation Services
- 541620- Environmental Consulting
- 112519- Other Aquaculture

UNSPSC CODES:

- 70131503 - Erosion Control Services
- 70161702 - Canal maintenance services

Karina Lake & Pond Services

Acceptance of Terms and Conditions

There are no exceptions to the general terms and conditions of this Request for Qualifications, City of New Smyrna Beach RFQ 01-26-PW, including insurance requriments or any other requirement listed in the solicitation documents.



Tab 5

City Required Forms and Documentation

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SAM.GOV

KARINA'S LAKEFRONT MAINTENANCE, LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
LJ9UMPVAMG22	**8GFG1**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Feb 2, 2027**	
Physical Address	Mailing Address	
1450 Seminola BLVD **Casselberry, Florida 32707-3626** **United States**	**3656 Bougainvillea CT** **Winter Park, Florida 32792** **United States**	

Business Information

Doing Business as	Division Name	Division Number
KARINA LAKE & POND SERVICES	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Florida 07	**Florida / United States**	**karinalakefront.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Feb 8, 2026	**Feb 2, 2026**	**Jan 15, 2020**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Apr 8, 2012	**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?

N

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
Limited Liability Company

Profit Structure
For Profit Organization

Socio-Economic Types

Minority-Owned Business
Self Certified Small Disadvantaged Business
Women-Owned Small Business
Women-Owned Business
DOT Certified DBE
Hispanic American Owned

SBA-Certified Women-Owned Small Business
Entrance Date: **Sep 03, 2024**
Exit Date: **(blank)**

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
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
8GFG1

Electronic Funds Transfer

Account Type
Checking

Routing Number
*******13**

Lock Box Number
(blank)

Financial Institution
WELLS FARGO BANK

Account Number
*******22**

Automated Clearing House

Phone (U.S.)
4073999415

Email
karina@karinalakefront.com

Phone (non-U.S.)
(blank)

Fax
(blank)

Remittance Address

Ana Karina Perez
3656 Bougainvillea CT
Winter Park, Florida 32792
United States

Taxpayer Information

EIN
*****8800**

Type of Tax
Applicable Federal Tax

Taxpayer Name
Karinas Lakefront Maintenance LLC

Tax Year (Most Recent Tax Year)
2024

Name/Title of Individual Executing Consent
Owner

TIN Consent Date
Jan 28, 2026

Address
3656 Bougainvillea CT

Signature
Ana Karina Perez

Winter Park, Florida 32792

Points of Contact

Accounts Receivable POC

Ana G Roosen, Administrative Officer
aroosen@karinalakefront.com
4073999415

Electronic Business

Ana G Roosen, Administrative Officer
aroosen@karinalakefront.com
4073999415

3656 Bougainvillea CT
Winter Park, Florida 32792
United States

Government Business

Ana G Roosen, Administrative Officer
aroosen@karinalakefront.com
4073999415

3565 Bougainvillea CT
Winter Park, Florida 32792
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)	Number of Employees (in accordance with 13 CFR 121)
(blank)	**(blank)**

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	**(blank)**

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	**(blank)**	**(blank)**

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States	Counties	Metropolitan Statistical Areas
FLORIDA	**FL: SEMINOLE, ORANGE, OSCEOLA**	**FL: Orlando, Orlando, Lakeland-Winter Haven**

State of Florida
Department of State

I certify from the records of this office that KARINA'S LAKEFRONT MAINTENANCE, LLC is a limited liability company organized under the laws of the State of Florida, filed on April 9, 2012, effective April 7, 2012.

The document number of this limited liability company is L12000047891.

I further certify that said limited liability company has paid all fees due this office through December 31, 2026, that its most recent annual report was filed on February 25, 2026, 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 Twenty-fifth day of February, 2026

Secretary of State

Tracking Number: 7512720663CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

State of Florida
Department of State

I certify from the records of this office that PARAGON INTEGRATED SERVICES GROUP LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on July 18, 2024.

The document number of this limited liability company is M24000009278.

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 April 29, 2025, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixth day of May, 2026



Secretary of State

Tracking Number: 4679599882CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G24000074600

Fictitious Name to be Registered: KARINA LAKE & POND SERVICES

Mailing Address of Business: 3656 BOUGAINVILLEA CT
WINTER PARK, FL 32792

Florida County of Principal Place of Business: MULTIPLE

FEI Number:

FILED
Jun 17, 2024
Secretary of State

Owner(s) of Fictitious Name:

KARINA'S LAKEFRONT MAINTENANCE, LLC
3656 BOUGAINVILLEA CT
WINTER PARK, FL 32792 US
Florida Document Number: L12000047891
FEI Number: 90-0818800

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

ANA KARINA PEREZ 06/17/2024

Electronic Signature(s) Date

Certificate of Status Requested ( ) **Certified Copy Requested ( )**

SEMINOLE COUNTY BUSINESS TAX RECEIPT

PO BOX 630, SANFORD, FL 32772 • 407-665-1000
WWW.SEMINOLECOUNTY.TAX

VALID THROUGH SEPTEMBER 30, 2026

KARINAS LAKEFRONT MAINTENANCE LLC
3656 BOUGAINVILLEA CT
WINTER PARK, FL 32792

Account #: 181540

Class and Required Document Number: REGULATED 48011943

State Registration Number: 48011943

Physical Business Location: Unincorporated Seminole County

ANA K PEREZ DE ROOSEN / OFFICER

Receipt #: TSS-TAX-25-00204583 Amount Paid: $ 45.00 Date Paid: 08/28/2025

BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

• **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** This Business Tax Receipt shall be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so the business shall be subject to the payment of another business tax for the same business or profession.

• **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts shall be issued by the Tax Collector beginning July 1st of each year, and it shall expire on September 30th of the succeeding year. Those Business Tax Receipts issued as renewal accounts beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total penalty shall not exceed 25% of the business tax for the delinquent establishment (Florida Statute [FS] 205.053 [1]).

A 25% penalty shall be imposed on any individual engaged in any new business or profession without first obtaining a Seminole County Business Tax Receipt ([FS] 205.053 [2]).

This Business Tax Receipt is only a receipt for business taxes paid. It does not permit the taxpayer to violate any existing regulatory or zoning laws of the state, county, or municipality, nor does it exempt the taxpayer from any other required licenses, registrations, certifications, or permits. Business Tax requirements are subject to legislative change.

REPORT ALL CHANGES: The holder of this Business Tax Receipt is required to report a change in the following: Ownership, Business Location, Mailing Address, or any other information that would alter the status of the current year's information. This includes, but is not limited to, the loss of or a change in a State or Regulatory License which was used to qualify for the business identified on the current County Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7636.

KARINAS LAKEFRONT MAINTENANCE LLC
3656 BOUGAINVILLEA CT
WINTER PARK, FL 32792

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/05/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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: Tammy Waddington	
S.T Good Insurance of Florida Inc 2501 SE Aviation Way Stuart Jet Center Suite H Stuart FL 34996	PHONE (A/C, No, Ext): (772) 287-3625	FAX (A/C, No): (772) 287-3516
	E-MAIL ADDRESS: twaddington@stgoodinsurance.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Travelers Property Casualty of America	
	INSURER B : Westchester Surplus Lines Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED

Karina's Lakefront Maintenance LLC d/b/a
Karina Lake and Pond Services
3656 Bougainvillea Ct.
Winter Park FL 32792

COVERAGES **CERTIFICATE NUMBER:** CL2512255154 **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: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ZOL-31N91932	06/03/2025	06/03/2026	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 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			N/A			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			ZOX-41N91616	06/03/2025	06/03/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		N/A			[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Professional Liability			G48712058002	08/06/2025	08/06/2026	General Aggregate Contractors Pollution	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

Matthew Smith

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/05/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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: Kristine Kaletcher	
Brown & Brown Insurance Services, Inc. P.O. Box 2412 Daytona Beach FL 32115-2412	PHONE (A/C, No, Ext): (386) 243-3427	FAX (A/C, No):
	E-MAIL ADDRESS: kristine.kaletcher@bbrown.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Owners Insurance Company	32700
INSURED Karina's Lakefront Maintenance, LLC dba Karina Lake & Pond Services 3656 Bougainvillea Ct Winter Park FL 32792	INSURER B : FFVA Mutual Insurance Co.	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25-26 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS			53-026-705-00	09/23/2025	09/23/2026	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 $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A		WC840-0819485-2025A	10/31/2025	10/31/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTES FOR POLICY COVERAGE FORMS

CERTIFICATE HOLDER

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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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Brown & Brown Insurance Services, Inc.	Karina's Lakefront Maintenance, LLC
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CURRENT BLANKET POLICY FORMS:

AUTOMOBILE LIABILITY:
1.) 58504 0115 – DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE – BLANKET COVERAGE (ADDITIONAL INSURED)
2.) 58583 (1-15) - WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET
3.) 58540 1219 - PRIMARY AND NONCONTRIBUTORY - BLANKET COVERAGE (PRIMARY & NON-CONTRIBUTORY)

WORKERS COMPENSATION:
1.) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT (WAIVER OF SUBROGATION)

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X. Required Responses

X.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

X.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

X.C Title of Position and Company Name*

Please provide the title of the Prime Proposer and company name of the organization.

*Response required

X.D Employer Identification Number**

Please provide the Employer Identification Number.

*Response required

X.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 one hundred eighty (180) 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

X.F Agreement*

Proposer acknowledges, that the selected Respondent(s) shall be required to sign a standard City contract within fourteen (14) days of Notice of Selection for Award.

☒ Please confirm
*Response required

X.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

X.H Acknowledgment of Insurance Requirements*

By submitting a response to this solicitation, the Proposer acknowledges the required insurance conditions listed herein.

The proposer shall be required to submit their Certificate(s) of Insurance to the City of New Smyrna Beach no later than 24 hours following the selection of the recommended consultant(s). Failure to do so shall be just cause for forfeiture of the proposal guaranty.

☒ Please confirm
*Response required

X.I Conflict of Interest Disclosure*

PROJECT NUMBER: 01-26-PW - Environmental Services

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

X.J Complete Copy of Proposal*

In order to maintain comparability and to facilitate the review process, it is requested that proposals be organized in the manner specified below and uploaded as one (1) document:

- Cover page with company logo
- Table of contents
- Tab 1: Introduction and Executive Summary
- Tab 2: Project Approach/Management
- Tab 3: Experience and Qualifications
- Tab 4: References, Financial Stability/Ligation, and Acceptance of Conditions
- Tab 5: City Required Forms and Documentation. Including signed addendums if applicable.

Any portions of the proposal that do not comply with these guidelines or contain variances may be considered non-responsive.

*Response required

Karina Lake & Pond Services

Conflict of Interest Statement

This statement is to certify that no potential conflict of interest exists in submitting this bid.



Tab 6

Additional Supporting Documentation

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WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Karina's Lakefront Maintenance, LLC DBA Karina Lake & Pond Services

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: April 28, 2020
Expiration Date: April 28, 2027
WBENC National Certification Number: WBE2001030

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council Florida, a WBENC Regional Partner Organization.

Authorized by Nancy Allen, President & CEO
Women's Business Enterprise Council Florida

WBECFLORIDA
WOMEN'S BUSINESS ENTERPRISE COUNCIL

NAICS: 561790, 112519, 488310, 541620, 562119, 562910, 562998
UNSPSC: 70131503, 70161702, 70171501, 70171701, 70171703, 81171601

Center for Women & Enterprise · Great Lakes Women's Business Council · Greater Women's Business Council · Women's Business Council Southwest · WBECMETRONY · WBECGREATERDMV · WBEA · WBECEAST · WBECORV · WBECPACIFIC · WBDC · WBECSOUTH · WBECWEST

State of Florida

Woman & Minority Business Certification

karina's Lakefront Maintenance

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

02/02/2026 to 02/02/2028



Pedro Allende
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DEVELOPMENT

Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/o

Florida Unified Certification Program

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

CERTIFICATE OF ELIGIBILITY

KARINA LAKEFRONT MAINTENANCE LLC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

541620, 561730, 562998,



Samuel Febres (Sammy)

DBE & Small Business Development Manager

Florida Department of Transportation

U.S. Small Business Administration

www.sba.gov/wosbready
Women Owned Small Business Federal Contract Program | 409 Third St. SW | Washington, DC 20416

9/3/2024

Ana Perez
KARINA'S LAKEFRONT MAINTENANCE, LLC
3656 BOUGAINVILLEA CT
WINTER PARK, FL 32792

Dear Ana Perez:

Congratulations! The U.S. Small Business Administration (SBA) has certified your firm as a Women-Owned Small Business (WOSB) eligible to participate in the Women-Owned Small Business Federal Contract Program (WOSB Program), as set forth in Title 13, Part 127 of the Code of Federal Regulations (CFR).

Your firm's WOSB Program renewal date is **4/28/2027** to align with your SBA approved Third-Party Certifier certification.

To maintain its WOSB Program certification, your firm must undergo a program examination every three years conducted by SBA or a third-party certifier. Instructions for maintaining WOSB Program certification are available at 13 CFR 127.400 and at https://wosb.certify.sba.gov.

Your firm must immediately notify SBA of any material changes that could affect its eligibility in accordance with 13 CFR 127.401. This notification must be in writing and must be uploaded into the firm's profile within WOSB.Certify.sba.gov. Your firm must not misrepresent its WOSB Program certification status to any other party, including any local or State government contracting official or the Federal government or any of its contracting officials.

As a certified WOSB Program participant, there are valuable free resources available to you. These include:

- SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: https://www.sba.gov/tools/local-assistance.

- WOSB website: For specific resources on government contracting and the WOSB Federal Contract Program, please visit: https://www.sba.gov/wosbready.

As a certified firm participating in the WOSB Program, **you CAN** use the WOSB Icon on your business' website, business cards, social media profiles, and in your capability statements and proposal bids. However, **you CANNOT** use the digital icon to express or imply endorsement of any goods, services, entities, or individuals. Thus, **the digital icon CANNOT be used** on a company's letterhead, marketing materials or advertising, paid or public service announcements, in traditional or digital format. The following are instructions to access your digital icon:

1. Visit the following link: https://www.sba.gov/brand/for-partners/resource-partners-grantees/;
2. Under General Materials, click on "Decals and Web Icons";
3. The Icons should download on your computer; select "Open File"; and
4. Select/use only the Icon(s) that reflect the Program(s) in which you are currently certified

If you have general questions regarding the WOSB Program, you may submit them to the SBA via the help tab at https://wosb.certify.sba.gov/help/ or check the SBA web site, www.sba.gov/wosbready.

Wishing you much success!

Sincerely,



Alisa Sheard
WOSB Federal Contract Program Director
Deputy Director, Office of Government Contracting

B135381

Florida Department of Agriculture and Consumer Services

CERTIFICATE OF NURSERY REGISTRATION

Section 581.131, F.S. and Rule 5B-2.002, F.A.C
1911 S.W. 34th St. P.O. Box 147100, Gainesville, FL 32614-7100 (352) 395-4700

WILTON SIMPSON
COMMISSIONER

ISSUED TO:

KARINA'S LAKEFRONT MAINTENANCE
PEREZ, ANA KARINA
3656 BOUGAINVILLEA CT
WINTER PARK, FL 32792-2409

THIS CERTIFICATE EXPIRES: 05/25/2026

FEE PAID: $35.00

REGISTRATION NO.: 48011943

DATE ISSUED: 04/25/2025

THIS IS TO CERTIFY that the nursery stock on the premises of the nursery shown hereon has been inspected for plant pests and meets at least the minimum requirements of Section 581.131, Florida Statutes.

THIS CERTIFICATE OF REGISTRATION MUST BE DISPLAYED or in the immediate possession of any person engaged in the sale or distribution of nursery stock.

WILTON SIMPSON
Commissioner of Agriculture

FDACS-08002 Revised 05/05

B135381

Florida Department of Agriculture and Consumer Services

CERTIFICATE OF NURSERY REGISTRATION

Section 581.131, F.S. and Rule 5B-2.002, F.A.C
1911 S.W. 34th St. P.O. Box 147100, Gainesville, FL 32614-7100 (352) 395-4700

WILTON SIMPSON
COMMISSIONER

ISSUED TO:

KARINA'S LAKEFRONT MAINTENANCE
PEREZ, ANA KARINA
3656 BOUGAINVILLEA CT
WINTER PARK, FL 32792-2409

THIS CERTIFICATE EXPIRES: 05/25/2026

FEE PAID: $35.00

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THIS CERTIFICATE OF REGISTRATION MUST BE DISPLAYED or in the immediate possession of any person engaged in the sale or distribution of nursery stock.

WILTON SIMPSON
Commissioner of Agriculture

FDACS-08002 Revised 05/05

City of New Smyrna Beach

Bid/Proposal Response

Title of Project Name: **Environmental Services**

Project ID: **RFP 01-26-PW**

Company Name: Karinas' Lakefront Maintenance DBA: Karina Lake & Pond Services

Print Authorized Officer Name & Title: Ana Gabriela Roose - Co-Owner and Business Development

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: Acknowledgement of Smoke Free Workplace	X
City of NSB Form: List of Subcontractors	X
City of NSB Form: Signed Addendums (if applicable)	X
Copy of Sunbiz Registration with Active Status	X
Copy of Sam.Gov Active Registration	X

City of New Smyrna Beach

RFQ 01-26-PW: Environmental Services

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 #
Ana Karina Perez	Owner	407-255-4642
Ana Gabriela Roosen	Co-Owner and Development	407-399-9415
Tomas Roosen	Co-Owner and Estimator	407-755-8557
William Sandberg	Engineer and Project Manager	407-403-3070

Ana Gabriela Roosen

Print Name

Signature/Title)

Karina's Lakefront Maintenance DBA: Karina Lake & Pond Services

Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship x Partnership

_____ Joint Venture _____ Corporation

State of Incorporation: Florida

Federal I.D. or Social Security number is: 90-0818800

VENDOR INFORMATION

BID #:	RFQ 01-26-PW
BID TITLE:	Environmental Services

Respondent Information	
Company Name: Karina's Lakefront Maintenance DBA: Karina Lake & Pond Services	Federal Employer Identification Number or SS Number: 90-0818800 DUN Number: 932412518
Mailing Address P.O Box 180256	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code Casselberry, FL 32718	Incorporated in the State of: Florida
Corporate Address: 1450 Seminola Blvd	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: L12000047891
City, State, Zip Code Casselberry, FL 32707	
Telephone No. 407-255-4642	
Email Address: Karina@karinalakefront.com	
If remittance address is different from the mailing address so indicate below.	

List Principals (Print):

President: Ana Karina Perez
Vice President: Ana Gabriela Roosen
Secretary: Joanna Sanchez
Treasurer: Ana Cris Perez
Other: Tomas Roosen
Other: William Sandberg

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

Ana Gabriela Roosen
Printed Name

Title: Co-Owner and Development

Date: 05/06/2026

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
SUPPLIER/VENDOR REGISTRATION FORM

TO BE COMPLETED BY THE SUPPLIER/VENDOR
Please allow 3-5 days for processing

(Please type or print clearly)

Once completed: Email this form and the below documents to: VendorSummaryForms@cityofnsb.com

1. **Completed and current, w9**
2. **Proof of active filing on Sunbiz.org (Division of Corporations)**

♦ **COMPANY / CONSULTANT / INDEPENDENT CONTRACTOR / INDIVIDUALS NAME:** (as reported to the IRS) Karina's Lakefront Maintenance DBA: Karina Lake Pond Services			
♦ Mailing Address: P.O Box 180256	City: Casselberry	State: FL	ZIP: 32718
♦ Corporate Address: (if different) 1450 Seminola Blvd	City: Casselberry	State: FL	ZIP: 32707
♦ Billing/Remit to Address: (invoicing) P.O Box 180256	City: Casselberry	State: FL	ZIP: 32718

♦ Company Main/Direct Phone Number: 407-255-4642

♦ Contact Phone Number for Accounting Department: 407-399-9415

♦ Email Address for Accounting Department: Karina@karinalakefront.com

♦ Federal Employer Identification No. (FEIN): 90-0818800

♦ Type of Service or Commodity: Environmental Services, Lakefront Work, Aquatic Plantings, Erosion control

Does your company accept credit cards as a payment method? Check one: Yes No

If yes, what is the convenience fee amount: 3%

Signature of Person completing Profile:

Printed Name:	Ana Gabriela Roosen	Date:	05/06/2026

Name of person or department you are working with at the City of New Smyrna Beach:

To be completed by the City of New Smyrna Beach

Vendor #: _____ **Entered by:** _____

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)
Karina's Lakefront Maintenance

Business name, if different from above
Karina Lake & Pond Services

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.)
1450 Seminola Blvd

Requester's name and address (optional)

City, state, and ZIP code
Casselberry FL 32707

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

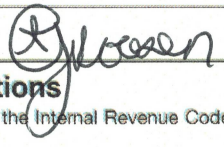
Employer identification number
90 : 0818800

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 ▶ 05/06/2026

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.

Karina's Lakefront Maintenance DBA: Karina Lake & Pond Services

PROPOSER/BIDDER

AUTHORIZED SIGNATURE

Co-Owner and Business Development

OFFICER TITLE

05/06/2026

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: 05/06/2026

Authorized Signature and Title

Ana Gabriela Roosen -CoOwner and Development

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 # RFQ 01-26-PW described as:

Environmental Services.

Karina's Lakefront Maintenance
Firm

05/06/2026
Date

Authorized Signature and Title

Ana Gabriela Roosen Co-Owner and Development
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;

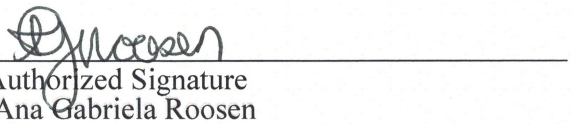
5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, 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.



Authorized Signature

Date: 05/06/2026

Ana Gabriela Roosen

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 Ana Gabriela Roosen Co-Owner and Development
(Print Individual's Name and Title)
for Karina's Lakefront Maintenance
(Print Name of Entity Submitting Sworn Statement)
whose business is Environmental Services, Lake & Pond Services

and (if applicable) its Federal Employer Identification Number (FEIN) is 90-0818800

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 6 day of May, 2026.

Personally known _____

OR produced identification DL

R-250-007-92-508-0
(Type of Identification)

_____
(Notary)

Notary Public State of Florida

My commission expires: Mar 13, 2028

JOANNA SANCHEZ
Notary Public - State of Florida
Commission # HH 503796
My Comm. Expires Mar 13, 2028
Bonded through National Notary Assn.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Seminole

Ana Gabriela Roosen, being first duly sworn, deposes and says that:

He/she is Co-Owner of Karina's Lakefront Maintenance, 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

Co- Owner and Business Development

Title

Subscribed and sworn to before me this 6 day of May, 2026.

State of Florida

Title

JOANNA SANCHEZ
Notary Public - State of Florida
Commission # HH 503796
My Comm. Expires Mar 13, 2028
Bonded through National Notary Assn.

My Commission Expires: Mar. 13, 2028

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: Karina's Lakefront Maintenance DBA: Karina Lake & Pond Services

Consultant E-Verify Registration Number: 1557538

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: A. Roosen

Print Name: Ana Gabriela Roosen

Sworn to and subscribed before me, by (✓) physical presence or ( ) remote audio-visual means, this

6 Day of May, 2026. She/He is personally known to me or has produced

D-R250-007-92-508-0 As identification.

JOANNA SANCHEZ
Notary Public - State of Florida
Commission # HH 503796
My Comm. Expires Mar 13, 2028
Bonded through National Notary Assn.

J Sanchez

Notary Public

My commission expires: Mar 13, 2028

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 ("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: Karina's Lakefront Maintenance DBA: Karina Lake & Pond Services

Authorized Signature: _____ Date: 05/06/2026

Printed Name: Ana Gabriela Roosen

Title: Co-Owner and Business Development

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 6 day of May, 2026, by ana Gabriela Roosen, as co-owner on behalf of the company/corporation. They ☐ are personally known to me or ☑ have produced DL-R250-007-92-508-0 as identification.

JOANNA SANCHEZ
Notary Public - State of Florida
Commission # HH 503796
My Comm. Expires Mar 13, 2028
Bonded through National Notary Assn.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped
My Commission Expires: Mar 13, 2028

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of Casselberry

Before me, the undersigned authority, personally appeared Ana Gabriela Roosen

who was duly sworn, deposes, and states:

1. I am the Co-Owner and Development of Karina's Lakefront with a local office in Casselberry, FL (City & State) and principal office in Casseleberry, FL (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFQ 01-26-PW, Environmental Services.**
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.

Ana Gabriela Roosen
Typed Name

Co-Owner and Business Development
Title

Signed

05/06/2026
Dated

Sworn to and subscribed before me this 6 day of May 2026.

Personally known ___ OR produced identification ✓. Identification type: driver license

Notary Public: State of Florida County of Orange

Printed, typed, or stamped commissioned name of notary public

My commission expires: March 13, 2028

JOANNA SANCHEZ
Notary Public - State of Florida
Commission # HH 503796
My Comm. Expires Mar 13, 2028
Bonded through National Notary Assn.

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	Florida	
Principal Place of Business (Enter Address)	1450 Seminola Blvd Casselberry FL 32707	
Federal I.D. Number	90-0818800	

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: Karina's Lakefront Maintenance

Mailing Address: PO Box 180256

Telephone Number: 4073999415 Fax Number: n/a E-mail Address: karina@karinalakefront.com

	Ana Gabriela Roosen	90-0818800
Authorized Signature	Printed Name	FEIN
Co-Owner and Development	05/06/2026	
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: Karina's Lakefront Maintenance

FEIN: 90-0818800

Authorized Representative Name and Title: Ana Gabriela Roosen Co-Owner and Business Dev.

Address: 1450 Seminola Blvd

City: Casselberry State: Florida Zip: 32707

Phone Number: 407-399-9415 Email Address: karina@karinalakefront.com

Certified By: Ana Gabriela Roosen Co-Owner and Business development,

Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: A. Roosen

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: 05/06/2026

Authorized Signature and Title

Ana Gabriela Roosen Co-owner and Business Development

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

Required Form: Designated List of Subcontractors TB
RFQ 01-26-PW: Environmental Services

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:	Paragon Integrated Servies Group LLC		
City, State:	Delaware		
Description of Work:	Large Machine Supplier and Operator		
Percent of Total Bid Cost:	20%	*Florida Contractor's License #*	M24000009278

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.

Karina Lake & Pond Services

Conflict of Interest Statement

This statement is to certify that no potential conflict of interest exists in submitting this bid.





Detail by FEI/EIN Number

Florida Limited Liability Company
KARINA'S LAKEFRONT MAINTENANCE, LLC

Filing Information

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Status	ACTIVE

Principal Address

1450 Seminola Blvd
CASSELBERRY, FL 32707

Changed: 04/23/2025

Mailing Address

3656 BOUGAINVILLEA CT
WINTER PARK, FL 32792

Registered Agent Name & Address

PEREZ, ANA KARINA
3656 BOUGAINVILLEA CT
WINTER PARK, FL 32792

Name Changed: 04/23/2015

Authorized Person(s) Detail

Name & Address

Title MGRM / CO-OWNER

PEREZ, ANA KARINA
3656 BOUGAINVILLEA CT
WINTER PARK, FL 32792

Title MGRM / CO-OWNER

Roosen, Ana Gabriela Gabriela
64 Carriage Hill Circle
Casselberry, FL 32707

Title MGRM / CO-OWNER

ROOSEN, TOMAS ALFREDO
483 Lancers Dr
WINTER SPRING, FL 32708

Annual Reports

Report Year	Filed Date
2024	03/07/2024
2025	02/18/2025
2026	02/25/2026

Document Images

02/25/2026 -- ANNUAL REPORT	View image in PDF format
02/18/2025 -- ANNUAL REPORT	View image in PDF format
03/07/2024 -- ANNUAL REPORT	View image in PDF format
02/02/2023 -- ANNUAL REPORT	View image in PDF format
01/24/2022 -- ANNUAL REPORT	View image in PDF format
03/30/2021 -- ANNUAL REPORT	View image in PDF format
01/16/2020 -- ANNUAL REPORT	View image in PDF format
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04/15/2016 -- ANNUAL REPORT	View image in PDF format
04/23/2015 -- ANNUAL REPORT	View image in PDF format
04/29/2014 -- ANNUAL REPORT	View image in PDF format
04/08/2013 -- ANNUAL REPORT	View image in PDF format
04/09/2012 -- Florida Limited Liability	View image in PDF format

ZULU

MARINE





Zulu Marine Services, Inc.
1309 New River Road
Darien, GA 31305
(855) 400-9858
www.ZuluDiscovery.com

Proposal for

RFQ 01-26-PW
Environmental Services

Prepared for

City of New Smyrna Beach
Florida

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TAB 1:
INTRODUCTION AND EXECUTIVE SUMMARY

ABOUT ZULU

COMPANY OVERVIEW

Zulu Marine was founded in 2006 to perform marine operations utilizing purpose-built equipment and highly trained personnel. In 2010, we incorporated as Zulu Marine Services, Inc. We are incorporated in the State of Georgia and are a registered business in Florida, South Carolina, and North Carolina. We maintain facilities in McIntosh County, GA, and New Hanover County, NC, though we are largely mobile and work throughout the Southeast. We have conducted business in Florida since 2006, and have been registered with SunBiz since March 2022. We are categorized as a small business under SAM guidelines.

Zulu follows all OSHA guidelines, observes strict safety protocols, and we have zero job-site safety violations. We have a dedicated project manager and safety officer at each jobsite. Zulu is a Drug-Free Workplace with a written policy in place.

We are adept at and specialize in working in sensitive environments, including wetlands, and strive to leave no permanent trace.

We provide an online portal for our clients and their stakeholders, which allows for easy sharing of daily documented project imagery, to include pre-project, progression and post-project photos and video, which can be used for workflow and reporting. Our focus is to provide complete project management and fulfillment to our customers.

We are fully bonded and insured.

Please visit our website: ZuluDiscovery.com

ENTITY IDENTIFICATION

SAM Unique Entity ID: M3N2HB144RA6
CAGE: 67KH4
FL Contractor License, Marine Specialty #SCC131153660
SC Contractor License, GC Marine MR3 #CLG.125995
NC Contractor License, General Unlimited #101596
Pesticide License, #19677 (Georgia, reciprocal with Florida)

PERSONNEL

We maintain a roster of at least 35 technicians, as well as administrative and executive staff. Our technicians are trained in equipment usage, environmental protection procedures, and safety practices, as well as being cross-trained across multiple divisions and areas of service.

Dredging & Vegetataion	**Shoreline Division**	**Debris Division**	**Marine Construction Div.**
Cav Gallagher (Director)	***Shannnon Marino (Director)***	***Andy Molnar (Director)***	***Eric Lynch (Director)***
2 Site Supervisors	3 Site Supervisors	3 Site Supervisors	2 Site Supervisors
8-10 equipment operators/ field technicians	14-16 equipment operators/ field technicians	18-20 equipment operators/ field technicians	6-8 equipment operators/ field technicians

Corporate Point of Contact: Alex Batey, Corporate Secretary/COO
(910) 232-0290 alex.batey@zuludiscovery.com

Project Point of Contact: Cav Gallagher, Dredging Division Director
(772) 538-9889 cav.gallagher@zuludiscovery.com

OTHER KEY CONTACTS

BONDING AGENT: Christian Collins, Acrisure
3100 S. Federal Hwy, Suite G, Delray Beach, FL 33483
(561) 634-6100 christiancollins@acrisure.com

INSURANCE AGENT: Michael Munger, Brown & Brown of Florida, Inc.
1201 W. Cypress Creek Road, Suite 130, Fort Lauderdale, FL 33309
(954) 331-1374 michael.munger@bbrown.com

Zulu has had no job-related losses.

FACILITY LOCATIONS

Mailing Address	Docks and Equipment Yard	North Carolina Facility
PO Box 695 Hazlehurst, GA 31359	1309 New River Road Darien, GA 31305	3901 Aspen Road Castle Hayne, NC 28429

OUR SERVICES INCLUDE:

Waterway Assessments & Mapping	Abandoned and Derelict Vessel Removal
Waterway Debris Removal	Dredging & Sediment Removal
Living Shorelines/Bank Stabilization	Aquatic Vegetation Removal
Marine Construction (Dock, Piers, Bulkheads)	Disaster Response & Mapping

CURRENT CONTRACTS

Northwest Florida Water Management District - Econfina Creek Waterway Debris Removal *Value: $4 million*
Started: March 2026 Anticipated Completion: June 2026 Contact: John Crowe (850) 539-5999 ext. 226

Osceola County, FL - North Lake Tohopekaliga Aquatic Vegetation Harvesting *Value: $1.3 million*
Started: May 3, 2026 Anticipated Completion: September 2026 Contact: Andrew Kohler (407) 728-2606

Charlotte County, FL - Bayshore Park Oyster Reef *Value: $67,400*
Starting July 6, 2026 Time to Complete: Two weeks Contact: Elizabeth Eastes (941) 613-3225

City of Palm Bay, FL - Lagoon House Shoreline Preservation *Value: $194,888*
Started: April 27, 2026 Anticipated Completion: May 14, 2026 Contact: Selsa Vasquez-McMahan (321) 952-3424

St. Augustine, FL - Vendor Contract for Mechanical and Hydraulic Dredging
Task order basis, no current task orders Contact: Jacob Webber (904) 209-4302

Pinellas County, FL - Open Vendor Contract for Aquatic Plant Removal Value: *$14,999/acre*
No current projects Contact: Robert Burns (727) 269-7227

Okaloosa County, FL - Open Vendor Contract for Derelict Vessel Removal
No current projects Contact: Alex Fogg (850) 609-5394

Phillips Jordan - S333 Maintenance Dredge *Value: $2 million*
Started: April 1, 2026 Anticipated Completion: September 2026 Contact: Clarence Jones (865) 296-4804

REFERENCES

Ryan Southern (dredging & sediment removal):
Lee Henderson (954) 498-5101 lhenderson@ryanfl .com

Osceola County (vegetation removal):
Andrew Kohler (407) 728-2606 andrew.kohler@osceola.org

Georgia Dept. of Natural Resources (bank stabilization):
Paul Medders (912) 242-2075 paul.medders@dnr.ga.gov

NW Florida Water Mgmt District (debris removal):
John Crowe (850) 539-5999 ext. 226 john.crowe@nwfwater.com

Additional references provided in Tab 3

EQUIPMENT and KEY PERSONNEL

These items would exceed the page limit for this section. Please see our equipment list in Tab 2 and information aobut our personnel in Tab 3.

TAB 2:
PROJECT APPROACH/MANAGEMENT

A. APPROACH TO WORKING WITH THE CITY OF NEW SMYRNA BEACH

Zulu understands that the City of New Smyrna Beach is seeking a responsive, qualified contractor capable of providing turnkey environmental and dredging services on an as-needed, task order basis. Our approach is built around clear communication, safe execution, environmental compliance, schedule accountability, and complete project closeout documentation.

Upon receipt of a City-issued task order or request for proposal, Zulu will assign a primary point of contact who will be responsible for coordinating directly with the City's designated representative from project inception through completion. This individual will manage scope review, site investigation, estimating, permitting coordination, scheduling, field execution, documentation, and closeout. Maintaining one consistent point of responsibility allows the City to receive timely updates, quick answers, and clear accountability throughout each assigned project.

Zulu's first step for each project will be to review the City's requested scope, site conditions, access constraints, utility considerations, environmental requirements, disposal requirements, and public access needs. We will then perform a site review, document existing conditions with photographs and/or video, identify potential staging areas, and review access for equipment and trucking.

Zulu recognizes that many of the City's potential work locations may involve canals, stormwater ponds, retention ponds, outfalls, shorelines, rights-of-way, private property interfaces, utilities, public access areas, docks, piers, boat ramps, and environmentally sensitive waters. Our approach is to plan each project around minimizing disruption to the public, maintaining access where practical, protecting adjacent property, controlling turbidity, and restoring the site to equal or better condition upon completion.

For each assigned project, Zulu will provide the necessary supervision, labor, equipment, materials, site preparation, restoration, survey coordination, and closeout documentation required to complete the work in accordance with the City's expectations and all applicable local, state, and federal requirements.

B. INNOVATIVE APPROACHES OR TECHNIQUES USED TO ENSURE PROJECT SCHEDULE ADHERENCE

Zulu Marine Services understands that schedule adherence is critical for municipal dredging, stormwater, and environmental maintenance projects. Many projects must be performed around weather, tides, property access, permitting windows, public use areas, disposal site availability, trucking logistics, and environmental controls. To manage these variables, Zulu uses a proactive scheduling approach that begins before mobilization.

For each project, Zulu will develop a project-specific schedule that identifies major activities, including site review, permitting or permit verification, utility coordination, MOT planning if applicable, survey requirements, mobilization, dredging or cleaning operations, hauling and disposal, site restoration, post-work/as-built surveys, and final documentation. This schedule will be updated as required and provided to the City on a weekly basis or more frequently when project conditions require.

Zulu's schedule control techniques include:

- Pre-mobilization planning meetings to confirm scope, access, staging, disposal, work hours, public access needs, safety requirements, and environmental controls before equipment arrives onsite.
- Look-ahead scheduling to identify upcoming activities, required City decisions, subcontractor needs, disposal coordination, and potential delays before they affect the project.
- Daily field communication between the project manager and superintendent to track production, site conditions, weather, equipment status, and any changes in field conditions.
- Early procurement and equipment allocation to ensure that the correct dredging equipment, support equipment, turbidity control materials, trucking, and disposal resources are available when needed.
- Flexible dredging methods allowing Zulu to evaluate whether mechanical dredging, hydraulic dredging, or a combined method will best meet the City's cost, schedule, access, and environmental objectives.
- Production tracking to compare actual field production against the planned schedule and make adjustments quickly if productivity, access, disposal, weather, or site conditions vary from expectations.
- Documented change communication so that scope changes, field conflicts, unforeseen obstructions, additional disposal needs, or permitting issues are identified and communicated to the City before they impact completion.

Continued on next page.

Zulu also places strong emphasis on contingency planning. Dredging and stormwater projects often involve unknown subsurface or underwater conditions, including debris, muck, rock, roots, concrete, tires, timber, utilities, or unsuitable material. By identifying these risks early and assigning equipment suited to the work, Zulu reduces the likelihood of avoidable downtime and helps the City maintain project momentum.

C. COST ESTIMATING PROCEDURE AND COST-EFFECTIVE PROJECT DELIVERY

Zulu Marine Services approaches cost estimating with the goal of providing the City with realistic, transparent, and cost-effective pricing for each work order. Our estimating process begins with a complete review of the City's requested scope, available plans, photographs, surveys, permits, access limitations, disposal requirements, and known site constraints. When appropriate, Zulu will perform a site visit before finalizing pricing to verify access, staging, trucking routes, disposal logistics, equipment needs, and potential risks.

Each estimate is developed by evaluating the major cost components of the work, including:

- Labor and supervision
- Equipment type and expected duration
- Mobilization and demobilization
- Mechanical or hydraulic dredging production
- Turbidity control and environmental protection
- Surveying and layout needs
- Permitting or permit exemption support
- Hauling, dewatering, and disposal
- Maintenance of traffic, if required
- Site restoration and cleanup
- Subcontracted services, if any
- Project documentation and closeout

Zulu's estimating process is production-based. We evaluate the most efficient means and methods for the specific site rather than applying a one-size-fits-all approach. For example, a confined canal, stormwater pond, or outfall area may be best served by long-reach excavation, small floating equipment, hydraulic dredging, watertight trucking, or a combination of methods depending on access, material type, water depth, disposal distance, and environmental restrictions.

Zulu integrates cost-saving ideas into the planning stage by reviewing alternate access points, staging options, equipment sizes, sequencing methods, dewatering approaches, trucking routes, and disposal options. Where appropriate, we will present the City with practical recommendations that may reduce cost, shorten the schedule, minimize disturbance, or reduce risk. These recommendations may include adjusting the dredging sequence, combining nearby work areas into one mobilization, using hydraulic dredging where it reduces handling, using mechanical dredging where it provides better debris control, or coordinating survey and disposal activities to avoid duplicate efforts.

Our goal is to provide pricing that is fair, complete, and aligned with the actual project conditions so that the City can make informed decisions before authorizing the work.

D. REPORTS AND DOCUMENTATION AVAILABLE TO THE CITY

Zulu Marine Services will provide clear, organized documentation for each assigned project. We understand that municipal work requires accurate records for project tracking, payment verification, regulatory compliance, grant compliance when applicable, and long-term City records.

Depending on the specific scope of work, Zulu can provide the following reports and documentation:

- Pre-construction photographs and/or video documenting existing conditions.
- Site inspection notes and access/staging observations.
- Project-specific schedule and weekly schedule updates.
- Daily field reports documenting labor, equipment, weather, production, visitors, issues, and work completed.
- Safety documentation and job hazard analysis.
- Turbidity control and environmental BMP documentation.
- Water quality monitoring records, if required by the project or permit.
- Disposal facility information and disposal documentation.
- Trucking logs, load tickets, disposal tickets, or manifests, as applicable.

- Quantity tracking for sediment, vegetation, debris, or other material removed.
- Pipe, box culvert, outfall, or drainage structure condition observations.
- Documentation of blockages, pipe/box lengths cleaned, pipe sizes, pipe materials, and damaged areas.
- Photographs and/or video of completed work.
- Before-and-after photographs for each site.
- Survey records, bathymetric survey coordination, and signed/sealed as-built surveys when required.
- Permit closeout documentation or agency sign-off when applicable.
- Final project report summarizing work performed, quantities removed, disposal location, issues encountered, and completion status.

Zulu will format reports in a clear and practical manner so that City staff can quickly understand the status of the work, quantities completed, conditions encountered, and any decisions needed.

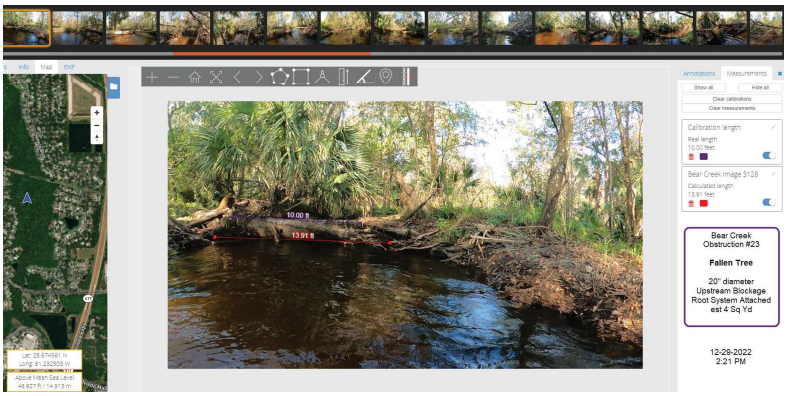
PROJECT MANAGEMENT PORTAL

Zulu utilizes an online Project Management Portal that enables us to provide our clients with digital deliverables in standard and downloadable file formats. This portal allows you a range of views and interactive tools that allow you to see individual project sites on map overlays, to measure volumetrics, and more – allowing for better project management during planning, work, and post-project stages.



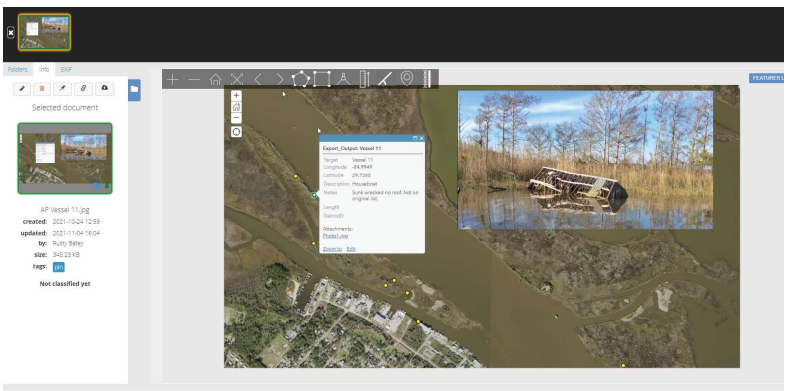
Highlighting

This feature allows users to assign specific tasks, highlight issues, or make annotations to any file requiring special attention.



File View

The individual file view provides an assortment of interactive tools and relative data.



Compatibility

Files can be download and utilized in other platforms, such as ESRI.

E. COMPETITIVE ADVANTAGES

Zulu's competitive advantages include our 20+ years of waterway service experience, specialized equipment, financial security, our highly-trained technicians (and low turnover rate), environmental stewardship, our technology, and our safety record.

Our methodologies:

• Our ability to provide practical, field-driven dredging solutions supported by responsive project management and the ability to perform both mechanical and hydraulic dredging. This flexibility allows Zulu to match means and methods to the City's specific project conditions rather than forcing every project into one method. Zulu's dredging division is built around marine, stormwater, and environmental dredging work rather than treating dredging as a secondary service.

• Zulu has become an industry leader in nature-based shoreline stabilization methods and we have worked extensively with Natural Resource agencies and conservation organizations in a range of environmental repair, restoration and installation projects in the Southeast.

Zulu participated in the "Living Shoreline Training Program" hosted by Clemson University in conjunction with South Carlina DeparTment of Natural Resources in February 2026. We completed Georgia DNRs "Livng Shoreline Practitioner Program" in 2024, earning certification as a "Trained Livng Shoreline Practitioner." We also completed the "Living Shoreline Training for Marine Construction Professionals," hosted by the North Carolina Coastal Federation and North Carolina Sea Grant, in 2021, which included both virtual classes and field classes. Each of these programs addressed permitting, coastal ecology and best practices for shoreline stabilization.

These multi-state training programs, along with our experience working closely with state agencies and with environmental engineers, allows us to deliver projects that align with a wide range of environmental conditions, permitting requirements, and regulatory frameworks.

We are the top provider of living shoreline installations and natural bank stabilization methods in Georgia and were key in developing the standards for these methodologies in the state of Georgia, in conjunction with the Georgia Department of Natural Resources.

• Zulu has extensive experience in waterway debris removal, to include hurricane clean-up. We have honed our processes over time to operate in an organized manner, quickly, efficiently, and thoroughly, while adhering to safety protocols, as well as local, state and federal regulations. We have invested in specialized equipment suited to minimizing environmental impact and our crews are experienced in use of all equipment and processes. We have conducted waterway debris removal projects ranging in size from 3,000 linear feet to over 70 miles, in both aquatic and marine environments. We routinely use U.S. Army Corps of Engineers Best Management Practices for Waterway Debris Removal standards, as well as other county, state and federal guidelines.

Key elements that differentiate Zulu include:

• Municipal work-order mindset. Zulu understands that the City's needs may range from small outfall cleaning assignments to larger canal, pond, shoreline, or stormwater improvement projects.
• Responsive management. Zulu provides a direct point of contact and field supervision to keep the City informed and reduce delays.
• Environmental awareness. Zulu plans work around turbidity control, proper disposal, protection of waterways, and compliance with applicable environmental requirements.
• Ability to work in constrained areas. Zulu is well suited for inland and protected coastal waters, canals, stormwater ponds, retention ponds, outfalls, docks, ramps, and areas with limited access.
• Practical estimating and sequencing. Zulu focuses on cost-effective means and methods, proper equipment selection, and efficient sequencing to reduce unnecessary cost to the City.
• Complete closeout documentation. Zulu understands the importance of pre-work documentation, quantity tracking, disposal records, photographs, survey verification, and final reporting.

Zulu's approach is hands-on, accountable, and focused on completing work safely, efficiently, and with minimal disruption to the City, residents, businesses, and the environment.

Why choose Zulu Marine?

Our experience – Zulu has extensive experience in waterway debris removal. We have an excellent history in working closely with city, county, state and federal agencies in meeting their needs in a timely, efficient and cost effective manner.

Our people – From executive staff to laborers, our people are dedicated and experienced professionals who show up on time and go above and beyond expectations. All are trained according to their areas of responsibility and have years of experience. We work as a team from start to finish and have an extremely low turnover rate.

Our environmental stewardship – Zulu is adept at and specializes in working in environmentally sensitive areas, including wetlands, and we strive to leave no permanent trace of our activities, above or below the waterline. We select equipment designed to be low-impact, practice safe maintenance procedures, and all of our work is conducted with the goal of protecting, repairing and restoring environmental health to the waterways in which we work.

Our portal – Zulu utilizes an online Project Management Portal that enables us to provide our clients with digital deliverables in standard and downloadable file formats. This portal allows the client and their stakeholders a range of views and interactive tools and has proven repeatedly to be not only beneficial to project management but also to set us apart from competitors.

Our equipment – Zulu has invested in a range of equipment purpose-built for the services we provide, and ideal for sensitive marine and aquatic environments. It is well-maintained and we upgrade as needed to remain positioned to meet our client's needs efficiently and effectively.

Our safety record – Zulu follows all OSHA guidelines, observes strict safety protocols, and we have zero job-site safety violations. We have a dedicated project manager and safety officer at each jobsite and conduct daily safety briefings. We have written Drug-free Workplace, and Health and Safety polices.

Our customer satisfaction record – Zulu strives to achieve absolute customer satisfaction on each and every job, as our references testify. We are committed to developing excellent relationships with all clients and ensuring that we have exceeded expectations.

Summary

Zulu Marine Services is a strong fit for the City of New Smyrna Beach because the City's anticipated work aligns directly with Zulu's waterway services capabilities. The RFQ identifies services such as mechanical and hydraulic dredging, sediment removal, stormwater pond and canal dredging, shoreline restoration, outfall maintenance, vegetation and debris removal, pipe and box culvert cleaning, hauling and disposal, permitting, surveys, and site restoration. These are the types of services Zulu is structured to provide and has provided, sucessfully, for 20 years.

The City needs a contractor that can respond to individual work orders, evaluate site-specific conditions, provide practical recommendations, furnish the necessary labor and equipment, coordinate required permits or exemptions, manage environmental controls, maintain safe public access, remove and dispose of material properly, and provide complete documentation at closeout. Zulu's team is prepared to support the City through that full process.

Zulu should be selected because we offer the City a responsive and capable services with the flexibility to perform a wide range of project sizes and site conditions. Our team understands that each City project will have its own constraints, including public access, utilities, private property, environmental protection, disposal requirements, and schedule limitations. We approach each project with careful planning, open communication, and a focus on completing the work correctly the first time.

Zulu's goal is to become a trusted long-term resource for the City of New Smyrna Beach by delivering safe, efficient, environmentally responsible, and well-documented waterway maintenance services.

G. TYPICAL PROJECT TIMELINE FROM CONCEPTION TO COMPLETION

Because each project will be issued by separate work order and may vary in size, permitting requirements, access, disposal needs, and complexity, the following represents Zulu's typical project timeline. Actual durations will be refined for each assigned project. Not all tasks will require all steps, and some steps will require less time.

Phase	*Activities*	*Approximate Duration*
1. Work order review/kickoff	Review City scope, available plans, location, access, constraints, and requested outcome. Assign project manager and superintendent.	1 - 3 business days
2. Site visit, conditions review	Inspect work area, document existing conditions, review access and staging, identify utilities, assess public access needs, and evaluate dredging method.	1 - 5 business days
3. Survey/quantity verification	Coordinate topographic or bathymetric survey if required. Confirm limits of work and estimated quantities	3-10 business days
4. Permitting or permit verification	Verify whether work can proceed under existing permits or exemptions, or coordinate required FDEP, USACE, SJRWMD, historical, or local approvals.	Varies by permitting needs
5. Proposal/cost estimate	Develop project-specific scope, means and methods, schedule, equipment plan, disposal plan, and pricing for City review.	3-7 business days, after required information is available
6. City authorization/purchase order	Receive fully executed proposal, work order, and/or purchase order before beginning field work.	Determined by City
7. Pre-mobilization planning	Confirm schedule, safety plan, staging, access, MOT if required, disposal site, trucking, and turbidity controls.	2-5 business days
8. Mobilization	Mobilize labor, equipment, turbidity controls, materials, and support resources to the project site.	3-10 business days
9. Field work underway	Perform dredging, sediment removal, pipe/box cleaning, vegetation/debris removal, hauling, disposal, and daily cleanup.	Varies by project size and conditions.

Phase	*Activities*	*Approximate Duration*
10. Progress Reporting	Provide weekly schedule updates, field reports, photographs, production tracking, and issue logs as needed.	Throughout project
11. Post-work survery/verification	Complete post-dredge or as-built survey as required to verify template, grades, or quantities.	3-10 business days
12. Site clean-up and restoration	Remove work materials, restore disturbed areas, confirm disposal completion, and clean the project site. Site inspection by City.	5-14 business days
13. Close-out documentation	Submit final report, photographs/ video, disposal records, quantities removed, survey/as-built documentation, and agency sign-off if applicable.	5-10 days after field completion

Zulu will provide the City with a project-specific schedule for each assignment and will update that schedule weekly or as otherwise requested by the City. Any anticipated changes to the schedule, work sequence, access, permitting, disposal, or field conditions will be communicated to the City in advance whenever practical.

EQUIPMENT

PRIMARY EQUIPMENT LIST

Vessels	Manufacturer	Year
45-foot barge with twin 300hp outboards	Element Boats	2026
41-foot Zulu Chief landing craft (500hp motors, large winches)	Munson	2006
40-foot Zulu Witch barge (150hp, winch, crane)	Silverships	2013
28-foot Zulu Picker barge (200 hp, winch, crane)	Zulu Shipworks	2020
26-foot dropgate airboat with dual 12K winches	Panther	2022
25-foot Zulu Scout support vessel (150hp, davit, winch)	Monarch	1992
24-foot push boat with twin 150hp outboards	Sea Ark	2025
21-foot Skiff	Carolina Skiff	2020
16-foot Zulu Responder rigid hull (drop ramp, 1-foot draft)	Whaley	2019
70'x30' configurable barge (5 sections) with 30-ton Linkbelt crane	Shugart	2017-2025
60'x30' configurable barge (5 sections) with long-reach excavator	Shugart	2017-2025
40'x20' configurable barge (2 sections) with PL5 hydraulic winches	Shugart	2017-2025
30'x10' barge with 3000-lb crane	Zulu Shipworks	2021
24-foot aluminum pontoon barge with outboard	Zulu Shipworks	2018
Modular pontoon (multiple configurations)	Zulu Shipworks	2017
20-foot composite barge with mud motor	Zulu Shipworks	2019
18-foot jon boat with mud motor	Sea Ark	2025
18-foot jon boat with mud motor	Gator Tail	2025
17-foot jon boat with mud motor	Excel	2023
Six 14-foot jon boats with mud motors	Various	2020-2024
Four “sit in” and two "sit on top" kayaks	Various	2018-2023

General Marine Equipment		
Amphibious excavator Bobcat E50 (15,000-pound winch)	Wilson	2018
Amphibious excavator Cat 305	Wetlands Equipment	2025
Wheeled 55-foot long-reach excavator	Caterpillar	1995
Amphibious UTV and trailer	Mudd Ox	2022
Amphibious skid-steer/mini hydraulic dredge (multiple attachments)	Truxor	2023
770 air pile driver	Mantis	2024
Vibratory pile driver	Epiroc	2025
Two PL5 hydraulic winches with 22hp power units	Pullmaster	2026
Four H12 hydraulic winches with 59hp power units	Pullmaster	2026
ROV	VideoRay Pro 4	2024
Hydraulic underwater chainsaws (three)	Stanley	2018-2022
Professional dive gear w/comms	Multiple	2018-2023
Oil containment boom	Oil Stop	2020
Debris containment boom	Oil Stop	2022
Turbidity curtain	Oil Stop	Various

Dredging Specific Equipment		
8x8 Auger dredge	Gulf Atlantic	2021
8-inch submersible dredge package	Dragflow	2025
6-inch auger dredge	Mud Cat	Refurb 2021
Multiple booster pumps	Various	Various
8-inch & 12-inch submersible dredge pumps	Toyo	2020 & 2021
Larger cutter head dredges (standing lease agreements)	Ellicot	Various
Long-reach excavator (standing lease agreement)	Various	Various
4000 feet dredge pipe (multiple sizes)	Various	Various

Continued on next page

Equipment - General

Midi excavator SK85CS-7	Kobelco	2025
Mini excavator SK55SRX	Kobelco	2025
Tracked skid steer TL12 with grapple	Takeuchi	2017
Tracked skid steer T740 with multiple attachments	Bobcat	2025
Six-way dozer blade for skid steer	Erskine	2025
Two MT100 mini skid steers	Bobcat	2023/2024
4x4 Utility vehicle	Polaris	2020
Four bush hogs	Various	2015-2020
11,200gph trash pump	H&H Pumps	2004
Two dump trailers with grapples	AM Machinery	2021-2024
Two dump trailers	Various	2018/2021
Four heavy equipment trailers (up to 40 feet)	Various	2017-2025
Four utility trailers	Various	2013-2025
Four enclosed cargo trailers	Various	2013-2025
Fifteen (15) heavy-duty work trucks (Ram, Ford, Chevrolet)	Various	2018-2025
Six pole saws	Various	2020-2025
Twenty-five (25) chainsaws 362a and 462s	Stihl	2023-2025
Fecon cutting head	Fecon	2015
Timber ground protecting mats (multiple)	Various	2020-2024
Poly mats	Blue Gator	2024
Modern land surveying equipment	Trimble	2021
360-degree cameras	Garmin	2020
Commercial mobile air compressors	Rolair	2024
Multiple portable generators	Various	2020-2024

Zulu maintains standing lease agreements with several vendors for additional equipment on demand.

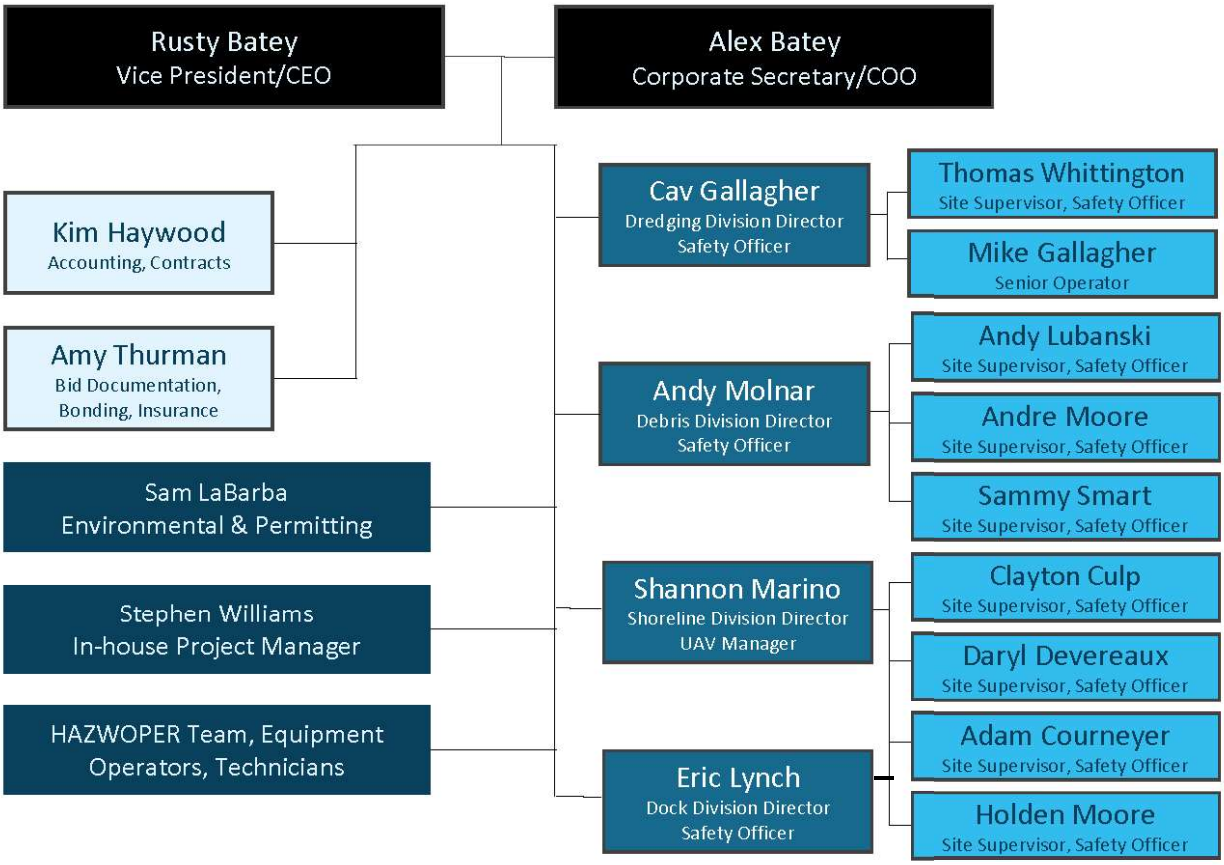
Aerial (Unmanned Aerial Systems/UAS/Drones)

Two industrial drones EVO Max 4TV2	Autel Robotics	2026
Two foldable camera drones Mavic 3 Pro	DJI	2025
High capacity AG50 drone	DJI	2026
M600 Z30 camera drone	DJI	2018
Five Phantom 4 Pro drones	DJI	2016-2021
Two Inspire Pro drones	DJI	2018/2020
Three Inspire 1 drones	DJI	2015-2018
One fixed-wing drone	Parrot	2018
Phantom 4 Pro drone	RTK	2019
H520 drone	Yuneec	2018

Drones are utilized in locating and assessing debris volumetrics, mapping project areas, and more. Imagery is made available to clients through our portal.

TAB 3:
EXPERIENCE AND QUALIFICATIONS

OUR TEAM



LEADERSHIP TEAM:

Alex Batey – Director of Operations: Schedules and supervises all projects, project estimates, provides guidance and direction to division leads, and serves as Zulu's liaison with clients and stakeholders. His role also includes leading the roster of HAZWOPER technicians, planning and coordinating projects, compliance, training, and safety.

Shannon Marino – Shoreline Division Director: Shannon has four years' experience in shoreline stabilization projects and has been with Zulu for over 10 years. He is also an FAA licensed UAS pilot and oversees aerial operations.

Andy Molnar – Waterway Debris Division Director: Andy oversees Zulu's stream debris and vessel removal projects. Is responsible for project manager supervision, jobsite management, and safety briefings.

Cav Gallagher – Dredging Division Director: Cav has over 10 years' experience managing dredge and sediment removal projects and has been instrumental in developing our dredge program.

Eric Lynch – Marine Construction Division Director: Eric brings over 25 years' experience in dock building and marine construction to Zulu and is assisting in building this division.

Sam LaBarba – Environmental & Permitting Specialist: Sam is responsible for securing all necessary permits and advising on environmental concerns. He has over eight years experience in these fields, including four years with the Georgia DNR.

ADMINISTRATIVE STAFF INFORMATION:

Kim Haywood: Responsible for preparing invoices, billing documentation as needed, release of claims, aging statements and all other accounts receivable activities.

Amy Thurman: Responsible for bid and quote preparation, insurance certificates, bonding documentation, change orders, other project-specific documentation, and back-up point of contact.

RESUMES

Following are abbreviated resumes of key team members.

Michael "Alex" Batey

(910) 232-0290 alex.batey@zuludiscovery.com

Corporate Secretary/Chief Operations Officer

CERTIFICATIONS AND LICENSES

- USCG 100-ton Master License
- SC Contractor License, GC Marine MR3 #CLG.125995
- NC Contractor License, General Unlimited #101596
- FL Contractor License, Marine Specialty #SCC131153660
- Pesticide License, #19677 (Georgia)
- Certified Diver
- HAZWOPER Certified
- Part 107 Remote Pilot License
- Certified VideoRay ROV Pilot
- FEMA ICS 100 and IS 700 Certified
- Florida Stormwater Inspection Certified
- Commercial Drivers License

SPECIALIZED SKILLS

- Disaster debris assessment and mapping
- Marine technology operations
- Stream gauge installation
- HAZWOPER operations
- Project estimating
- All aspects of project management
- All aspects of vessel operations
- Heavy equipment operations, to include amphibious excavation equipment

RESPONSIBILITIES

- Operations planning and scheduling
- Supervision of division leads
- Project estimating and review of division lead estimates
- Coordinating mobilization and demob activities
- Leading assessment and mapping teams
- Supervising stream gauge installation projects
- Supervising herbicide application processes
- Maintaining roster of HAZWOPER technicians
- Client liaison
- Supervising safety officers and protocols
- Supervising technician training programs
- Equipment purchasing and commissioning

PROFESSIONAL PROFILE

Alex joined the company as a teenager and began working full time with Zulu after achieving a degree in Marine Technology from Cape Fear Community College. Over the last 15 years he has worked his way up from field technician to project manager, then to chief operations officer.

In this role he oversees all field projects, provides guidance and direction to division leads, organizes mobilizations, is responsible for equipment purchases and inventory, and serves as Zulu's liaison with clients and stakeholders. His role also includes leading the roster of HAZWOPER technicians, planning and coordinating projects, compliance, training, and safety.

He has a passion for the marine industry and exploring new ways Zulu can engage within it. He stays current with industry trends and is a member of several related organizations such as The Propeller Club (currently serving as Treasurer), the Marine Technology Society, and the Western Dredging Association.

Shannon Marino

(912) 257-9616 shannon.marino@zuludiscovery.com

Shoreline Division Director

CERTIFICATIONS AND LICENSES

- FAA Licensed UAS Pilot with over 3000 hours logged flight time
- Certified TIA Auditor
- ASE Certified Technician
- Licensed Claims Adjuster

PROFESSIONAL PROFILE

- Assisted in the development of Zulu Marine's Living Shoreline Division. Planned, directed and executed operational procedures required to successfully construct multiple types of living shorelines.
- Assisted with design and directed logistics and operations for multiple different DNR Nest, Shell Rake & Reef installations
- FEMA Hurricane response – Planned and directed marine debris location and recovery operations at seven major hurricane disaster sites
- FEMA UAS Mapping Project – Planned, directed and executed the operational procedures required to successfully collect and process UAS data spanning a hurricane disaster area of more than 150,000 acres.
- Experienced heavy marine equipment & barge operator
- Proficient photogrammetry programs operator and with mapping/survey software
- Proficient with landscape architect software
- Licensed UAV pilot with over 3000 hours of logged flight time

Cav Gallagher

(772) 538-9889 cav.gallagher@zuludiscovery.com

Dredging Division Director

CERTIFICATIONS AND LICENSES

- MSHA Certified
- AT/RT Crane Certified

PROFESSIONAL PROFILE

Cav joined Zulu in early 2024 to lead the dredging division, bringing along his expertise and resources from his previous position as vice president with Submersible Pumps and Systems, Inc. He was raised in the industry and began his career in the family dredging business, which has over 30 years experience in the dredging industry. He began operating cutter-heads and dredging related equipment at a young age which quickly transitioned to overseeing a wide range of dredge projects. He has extensive experience in both hydraulic and mechanical dredging applications.

Since joining Zulu he has overseen our dredging, sediment removal and vegetation removal projects (outlined in Experience section). He has been responsible for bringing in multiple large-scale dredging projects and has developed his division to be a significant contributor to Zulu's bottom line.

Prior to joining Zulu, Cav oversaw a Port Everglades birth expansion project (100,000 $yd.^3$ pumped via 12 inch submersible pump at depths of 50 feet), multiple mining applications which entailed pumping sand and gravel, and multiple inland lake dredges utilizing mechanical and hydraulic methods.

Andy Molnar

(219) 718-3276 andy.molnar@zuludiscovery.com

Disaster Debris Division Director

CERTIFICATIONS AND LICENSES

- USCG Licensed Captain
- Certified Diver
- HAZWOPER Certified
- Advanced shipboard firefighting
- Unit Safety Coordinator

SPECIALIZED SKILLS:

- All aspects of vessel operations
- Heavy equipment operations, to include amphibious excavation equipment
- Project management

PROFESSIONAL PROFILE

Andy served in the US Coast Guard for 30 years, focusing on naval engineering and response operations, leaving service as a Chief Warrant Officer 4 with over 20 years of sea time.

Since coming aboard with Zulu in 2020 he's overseen most of our waterway debris removal and hurricane recovery projects, veseel removal projects, supervised HAZWOPER response efforts, and served as site safety officer.

Andy is a member of the Coast Guard Chief Warrant Officers Association.

Eric Lynch

(912) 507-3720 eric.lynch@zuludiscovery.com

Marine Construction Division Director

SPECIALIZED SKILLS:

- Deepwater dock construction and piling installation
- Crane operator
- Tug operator
- Heavy equipment operations, to include excavators
- Marine demolition
- Vessel salvage operations
- Project management

PROFESSIONAL PROFILE

Eric has worked in marine industry for 25 years, primarily in construction and most recently with Diversified Dock Builders, before joining Zulu in 2025 to expand our marine construction division.

He is proficient in the construction of docks, piers, seawalls, and bulkheads, and ancillary projects such as dock houses and observation towers, as well as the demolition of marine structures.

In addition to those skills, Eric also brings project management experience and equipment maintenance practices to the table. He was born and raised on the Georgia coast and understands the challenges and special environmental considerations required in conducting operations on the Southeast coastline.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MARINE SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BATEY, MICHAEL

ZULU MARINE SERVICES, INC
2940 NEW TOWN DR
WILMINGTON NC 28405

LICENSE NUMBER: SCC131153660

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 04/21/2025

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.

837

Georgia Department of Agriculture

Tyler Harper, Commissioner

19 Martin Luther King Jr. Drive, SW • Atlanta, Georgia 30334-4201

Agricultural Inputs • Pesticide Section • Phone: (404)656-4958 • Fax: (404) 657-8378

Zulu Marine Services
7505 Waters Ave., Ste. A8
Savannah, GA 31406

The enclosed Georgia Contractors License is valid through 12/31/2026.

We have updated our website. Visit www.kellysolutions.com/GA/Contractors to take a look at the new layout. There are a number of useful tools to help you manage your license, including being able to update your user information online. You can renew your license by making a secure payment by credit card, and you can find applicator recertification courses. If you have questions, check out the FAQs section. We hope you enjoy these new user-friendly features.

If you have questions or concerns regarding your Contractor License, please contact: Georgia Department of Agriculture - Pesticide Section, (404) 656-4958.

(Fold or cut on line to display)

Georgia Department of Agriculture
Tyler Harper, Commissioner
Pesticide Division
19 M.L.K. Jr. Drive, SW, Room 410
Atlanta, GA 30334
Tele: (404) 656-4958 Fax: (404) 657-8378
agr.georgia.gov/pesticides.aspx

PESTICIDE CONTRACTOR LICENSE

Expiration Date:
12/31/2026

License Number:
19677

Zulu Marine Services
7505 Waters Ave., Ste. A8
Savannah GA 31406

Categories:
26;

This License Must Be Posted At All Times In A Prominent Location.

TAB 4:
REFERENCES, FINANCIAL STABILITY/LITIGATION, AND ACCEPTANCE OF CONDITIONS

PLEASE NOTE:
We have made every effort to acquire written letters of referencce from multiple clients, but due to scheduling, workloads and other factors, we are still waiting for at least three additional letters (four are provided here). We are happy to forward those letters to you as they arrive, if that would be acceptable.

We have also provided multiple project descriptions with reference contacts included. You are welcome to contact any or all, or to request additional references and project descriptions for any division.

May 4, 2026

Letter of Recommendation – Zulu Marine Services

To Whom It May Concern,

I am writing to provide my strong recommendation for Zulu Marine Services based on their performance on the CEPP EAA Canal Conveyance Improvement North New River Canal project, where they were contracted to execute hydraulic and mechanical dredging operations and strategic planning.

During this project, Zulu Marine Services demonstrated a high level of technical proficiency in both hydraulic dredging and mechanical dredging. Their ability to efficiently remove and manage hard rock formations utilizing alternative methods and equipment from normal operating procedures, while maintaining production targets was notable. Throughout the duration of the project, the team maintained strict adherence to environmental regulations, permit conditions, and safety standards.

Additionally, Zulu Marine Services exhibited strong project management capabilities, including:

- Maintaining schedule and production rates despite site constraints
- Proactive communication with Ryan (General Contractor/Prime)
- Effective coordination with subcontractors and inspection teams
- Rapid response to unforeseen field conditions

Their workmanship, attention to detail, communication and commitment to delivering a quality end product resulted in the successful completion of the project, meeting or exceeding all contractual requirements.

Based on my experience, I would confidently recommend Zulu Marine Services for future projects involving hydraulic dredging and mechanical dredging.

Should you require any additional information, please feel free to contact me directly.

Sincerely,



Trevor Simanski, PE
Project Manager
The Ryan Companies
14221 SW 120th St., Suite 103 || Miami, FL 33186
(305) 503-0479 || (651) 331-6317 (cell) || (305) 675-0795 (f) || www.ryanfl.com

Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)

Phone: (850) 539-5999 • Fax: (850) 539-2777

Lyle Seigler
Executive Director

May 6, 2026

To Whom It May Concern:

We entered into a contract with Zulu Marine Services on December 10, 2024, to provide waterway debris removal (WWDR) services across multiple project sites. Since the commencement of this agreement, Zulu Marine Services has successfully completed a number of critical debris removal operations, including:

1. Sunshine Drive Canal WWDR (Bay County, FL) – Removal of tornado and hurricane debris from approximately 1,800 linear feet of canal.
2. Bonifay WWDR Project – Debris removal and site restoration efforts of 1500 linear feet of ditch within the Bonifay area.
3. Bayou George Creek and Bear Creek WWDR – Removal and proper disposal of approximately 1,226 tons of woody debris from approximately 12 miles waterways impacted by Hurricane Michael.
4. Sunshine Drive Canal Phase II – Continued debris removal and channel restoration efforts of approximately 5 acres to improve water flow and safety.
5. Holmes County WWDR Projects – Debris and mitigation efforts of 2000 linear feet within the county.
6. Econfina Creek WWDR (Ongoing) – Clearing of storm-related debris from approximately 12 miles of creek from Hurricane Michael to restore natural flow and environmental conditions.

Across all of these projects, Zulu Marine Services has consistently delivered exceptional performance. Their team demonstrates a high level of professionalism, strong project management, and clear, timely communication throughout each phase of work. They have shown an ability to meet project timelines while maintaining a strong focus on safety, environmental responsibility, and quality of work.

In addition, Zulu's personnel are courteous, respectful, and highly effective when interacting with local residents and stakeholders. Their presence in the community reflects positively on all parties involved, and they handle public engagement with professionalism and care.

If you require any additional information, please do not hesitate to contact us.

Sincerely,

John B. Crowe

John B. Crowe, CFM
Chief, Bureau of Hydrologic Assessment, Response & Resilience

GEORGE ROBERTS, Chair, Panama City
JERRY PATE, Vice Chair, Pensacola
NICK PATRONIS, Secretary, Panama City
JOHN W. ALTER, Malone
GUS ANDREWS, DeFuniak Springs
TED EVERETT, Chipley
TOM MORGAN, Apalachicola
KELLIE RALSTON, Tallahassee
ANNA UPTON, Tallahassee

TSI Disaster Recovery

2323 South Babcock Street • Melbourne, FL 32901 • 407.891.8005 •
www.tsidisaster.com

To Whom it May Concern,

This letter serves to strongly recommend Zulu Marine Services, Inc., (Zulu) for all forms of bank stabilization, debris removal, and dredging as well as the associated restoration work.

Zulu has been an integral partner to TSI Disaster Recovery on several projects in the Central Florida area recovering from Hurricane Ian, Helene, and Milton. The projects ran from 2023 through 2025 and were successfully completed on time.

Zulu's subcontract responsibilities performed for TSI as follows:

- 8/2023 to 2/2024: Storm debris removal from multiple waterways in Seminole County within environmentally sensitive areas including both commercial and residential areas
- 4/2024: Storm debris removal from Shingle and Boggy Creeks in Osceola County
- 9/2024 to 12/2024: Sediment dredging and bank stabilization for Howell Creek in the City of Winter Park
- 7/2025 to 12/2025: Storm debris removal from multiple waterways in Seminole County within environmentally sensitive areas including both commercial and residential areas

From our experience, Zulu's performance has been efficient and precise. They consistently meet or exceed all necessary specifications while efficiently managing their time. Their efforts have resulted in final products that passed inspections and were completed in a timely manner. Zulu has reliably manned these projects with qualified, professional personnel utilizing the proper equipment. Zulu has proven to us that they respect the property and the owners, they are knowledgeable in the given scopes of work, and that they are able to maintain an excellent working relationship with all parties involved.

Zulu has been easy to work with and has exceeded our expectations in both workmanship and service. TSI Disaster Recovery would not hesitate in recommending Zulu and would gladly use their services again in the future.

If you have any questions, please feel free to give me a call.

Respectfully,

Henry W. Elmore
Managing Member

05/05/2026

Kevin Monser
City of Winter Springs
1126 E SR 434 Winter Springs, FL 32708
407-327-6567

The purpose of this letter is to recommend Zulu Marine Services based on my own experience with the company. We used Zulu Marine Services to provide debris assessments, sediment removal, and debris removal of our creeks and were extremely pleased with the quality of the work they were able to provide. We plan to work with them again, and can recommend them without reservation to others in need of similar services.

A few examples of their high quality jobs include:

- Creek debris assessments- December 2022 and 2024
- Creek and pond sediment removal- March- April 2024
- Creek debris removal- June- August 2025
- Creek sediment removal- August- October 2025

I am very happy to recommend Zulu Marine Services to you, and trust that your experience with them will be as positive as mine. If I can answer any additional questions about my experience as a customer of Zulu Marine Services, please feel free to contact me. My telephone number is 407-327-6567and my email address is kmmonser@winterspringsfl.org
Sincerely,

Kevin Monser

Public Works Superintendent
City Of Winter Springs

DREDGING & SEDIMENT REMOVAL EXPERIENCE & REFERENCES

CEPP EAA CANAL CONVEYANCE – RYAN SOUTHERN

April - October 2025 Project Value: $1 million

Zulu worked in conjunction with other contractors to dredge and widen an 11-mile section of the canal to improve conveyance and water capacity for Lake Okechobee discharge. This was a highly complex and multi-faceted project. Equipment included our 30-ton excavator with rock-grinding attachment on sectional barges.

Reference: Lee Henderson, District Manager (954) 498-5101 lhenderson@ryanfl.com
1700 South Powerline Road, Suite H, Deerfield Beach, FL 33442

CREEK SEDIMENT REMOVAL – CITY OF WINTER SPRINGS, FL

August - October 2025 Project Value: $272,285

Zulu was contracted to remove excess sediment from creek beds in the city to restore waterflow. Our small hydraulic dredge was used and 670 cubic yards of sediment were removed and disposed of offsite.

Reference: Kevin Monser, Superintendent (407) 327-6567 kmmonser@winterspringsfl.org
1126 East State Road 434, Winter Springs, FL 32708

HOWELL CREEK DREDGE, WINTER PARK, FL – SUBCONTRACTED FROM TSI DISASTER RECOVERY

July – August 2024 Project Value: $70,000

Zulu dredged 800 cubic yards of sand with approximately 20% silt to improve waterflow in the creek. Dredge materials was pumped into geotubes for dewatering and left onsite for later use in a shoareline stabilization project.

Reference: Robert Tyson (407) 460-0395 robert@tsidisaster.com
2323 South Babcock Street, Melbourne, FL 32901

LAKE DREDGE – COUNTRY CLUB OF CHARLESTON

June 2024 Project Value: $24,000

Zulu utilized our Truxor hydraulic dredge to remove 500 cubic yards of material from a small lake to restore depth and improve water quality. Dredge material was pumped into Geotube dewatering bags.

Reference: Paul Corder (843) 270-4157 pcorder@countryclubofcharleston.com
1 Country Club Drive, Charleston, SC 29412

LAKE REHABILITATION DREDGING & SHORELINE STABILIZATION – ROSWELL, GA

April 2024 Project Value: $245,000

Zulu dredged 1300 cubic yards of sediment from the inflow area of a large lake in the East Spring Lake community. Some of the dredge material was placed in sox erosion control blankets and used for bank stabilization, while the remainder was placed in dewatering bags then removed for disposal.

Reference: Donald Lewis, East Spring Lake HOA (404) 979-4591 donaldlewis20@gmail.com
2849 Long Lake Drive NE, Roswell, GA 30075

CREEK SEDIMENT REMOVAL & POND SEDIMENT REMOVAL – CITY OF WINTER SPRINGS, FL

March – April 2024 Project Value: Creeks $333,379.00 Ponds $169,010.00

Zulu was contracted on two projects to remove excess sediment from creek beds in the city to restore waterflow. Our small hydraulic dredge was used and 680 cubic yards of sediment were removed and disposed of. The pond sediment project entailed the excavation of 735 cubic yards of sediment and accumulated debris from six stormwater pipe outfalls in five stormwater ponds throughout the city, to restore functionality.

Reference: Kevin Monser, Superintendent (407) 327-6567 kmmonser@winterspringsfl.org
1126 East State Road 434, Winter Springs, FL 32708

Additional references available on request.

BANK STABILIZATION EXPERIENCE & REFERENCES

MCAS BEAUFORT OBSERVATION DECK SHORELINE STABILIZATION – JACOBS ENGINEERING

February – March 2026 Project Value: $241,793

Zulu was subcontracted by Jacobs Engineering to provide bank stabilization at the Marine Corps Air Station using all natural materials and native plantings. The project area was 150 linear feet, utilizing Filtrexx for vertical stabilization and native species plantings.

Reference: Daniel Tomczak, CFM Project Manager (919) 637-0633 daniel.tomczak@jacobs.com
111 Corning Road, Suite 200, Cary, NC 27518

LAGOON SLOPE STABILIZATION – HAMPTON HALL CLUB

November 2025 - January 2026 Project Value: $476,506

Approximately 500 feet of lagoon bank was excavated and repaired using encapsulated soil lifts and rip rap toe, to repair erosion. Sod was installed when restoration was complete.

Reference: Angie Nicolini (843) 816-3256 anicolini@hamptonhallsc.com
170 Hampton Hall Blvd, Bluffton, SC 29910

MCAS BEAUFORT FISHING PIER SHORELINE STABILIZATION – JACOBS ENGINEERING

March – April 2025 Project Value: $217,000

Zulu was subcontracted by Jacobs Engineering to provide bank stabilization using all natural materials and native plantings. The project area was 120 feet by 40 feet, utilizing Coir encapsulated compacted soil lift construction. This was a heavily engineered project to provide erosion control.

Reference: Daniel Tomczak, CFM Project Manager (919) 637-0633 daniel.tomczak@jacobs.com
111 Corning Road, Suite 200, Cary, NC 27518

WINTER PARK HOWELL CREEK BANK STABILIZATION – TSI DISASTER RECOVERY

(December 2024 – March 2025) Project Value: $167,000

Zulu was subcontracted by TSI to stabilize approximately 1,600 feet of creek bank. The project consisted of using Envirolok engineered interlocking geo-bags filled with organic material to create a compacted back-filled "wall."

Reference: Henry Elmore, Managing Member (321) 831-8336 henry@tsidisaster.com
2323 S. Babcock Street, Melbourne, FL 32901

BOYD LIVING SHORELINE – THE NATURE CONSERVANCY, SC CHAPTER

August – October 2024 Project Value: $275,000

Zulu constructed a 400-foot section of shoreline using manufactured wire reefs and a nature-based tidebreak designed to naturally regenerate the shoreline, restore the bank and prevent future erosion.

Reference: Elizabeth Fly, Dir. of Resilience (314) 757-0294 elizabeth.fly@tnc.org
1417 Stuart Engalls Blvd. Suite 100, Mount Pleasant, SC 29464

LIVING SHORELINE INSTALLATION – GEORGIA DNR

June 2023 Project Value: $177,204

With this project, for the Georgia Department of Natural Resources, Zulu utilized six different erosion control methods, all variations of our coir design, to replace 200 feet of failing bulkhead at the DNR Coastal Headquarters in Brunswick, Ga. This project is being used for demonstration and research by DNR scientists.

Reference: Jan Mackinnon, Georgia DNR (912) 264-7218 jan.mackinnon@dnr.ga.gov
1 Conservation Way, Brunswick, GA 31520

STREAMBANK STABILIZATION – GREER, SC

August – September 2023 Project Value: $450,000

Zulu completed this bank rehabilitation project for a private club using Flexamat, an engineered geotextile, as well as native vegetation plantings and live stakes along 1800 feet of freshwater streambank.

Reference: Jack Moran, Ecological Improvements (508) 208-1444 jack.moran@ecologicalimprovements.com
12 Huguenin Ave. #201, Charleston, SC 29403

Additional references available on request.

VEGETATION REMOVAL EXPERIENCE & REFERENCES

AQUATIC PLANT REMOVAL SERVICES – PINELLAS COUNTY, FL

February 2026 Project Value: $45,000.00

Zulu was selected as a vendor to remove invasive and nuisance aquatic and wetland vegetation and associated organic detrital material for the purpose of enhancing valuable fish and wildlife habitat within its lakes as part of an ongoing service contract by task order. The first project covered approximately three acres.

Reference: Robert Burns, Environmental Manager (727) 269-7227 rburns@pinellas.gov
400 S. Fort Harrison Avenue, 6th Floor, Clearwater, Florida 33756

NORTH LAKE TOHOPEKALIGA VEGETATION HARVEST & REMOVAL – OSCEOLA COUNTY, FL

October 2025 - March 2026 Project Value: $640,000

Zulu is a pre-qualified vendor for the County to provide aquatic vegetation removal. This project consisted of the removal of submerged and emergent over approximately 100 acres of the lake. We have subsequently been awarded additional projects under the same contract.

Reference: Andrew Kohler, Natural Resources Coordinator (407) 728-2606 andrew.kohler@osceola.org
1300 Coral Springs Drive, Coral Springs, FL 33071

SOUTH SUMTER CANAL CLEANING PROJECT – SUMTER COUNTY, FL

August 2025 Project Value: $261,785

Zulu treated approximately 12 miles of canals to control multiple species of woody plants and broadleaves. Various methods were used, to include spraying from a boat and walking the banks with battery-powered sprayers.

Reference: Eslie Oxedine, Operations Superintendent (352) 689-4400 eslie.oxendine@sumtercountyfl.gov
107 North Main Street, Bushnell, FL 33513

ENVIRONMENTAL POND VEGETATION REMOVAL – CORAL SPRINGS, FL

March 2025 Project Value: $68,000

Open-ended contract for the removal of cattails, willows, spatterdock, and lily pads from multiple ponds with special care taken to protect and preserve native vegetation. Care was taken to avoid damage to native plants.

Reference: Louis Goldstein, Asst. Director, Parks & Rec (954) 345-2112 lgoldstein@coralsprings.gov
1300 Coral Springs Drive, Coral Springs, FL 33071

MEHER CENTER CATTAIL REMOVAL – MYRTLE BEACH, SC

February - March 2025 Project Value: $42,000.00

Zulu provided cattail removal services in a 20-acre lake using our Truxor mini hydraulic dredge and jon boats. Seven acres of cattails were cleared.

Reference: Buz Connor, Director (843) 267-2227 buzconnor@mehercenter.org
10200 N. Kings Highway, Myrtle Beach, SC 29572

VILLAGES AT LAKE RIDGE – RIVERDALE, GA

August 2024 Project Value: $20,000

Zulu contracted with Aqua Doc Lake & Pond Management to remove saplings and various aquatic vegetation over five acres of an 18 acre lake in a residential community. Removal was conducted mechanically and debris was hauled offsite for disposal.

Reference: Trevor Telman, Project Manager (770) 833-9370 ttelman@aquadocinc.com
8302 Ball Ground Highway, Ball Ground, GA 30107

LEAMINGTON AND MARINERS ORGANIC MATERIAL HARVESTING – HILTON HEAD, SC

May 2024 Project Value: $27,000.00

Zulu contracted with Palmetto Dunes Property Owner's Association to remove 400 cubic yards of organic material from two project sites in a brackish lagoon system. Removal was conducted mechanically in confined sites in occupied residental areas.

Reference: Sydney Wan, Palmetto Dunes POA (843) 785-1109 swan@pdpoa.org
16 Queens Folly Road, Hilton Head Island, SC 29928

Additional references available on request.

STREAM DEBRIS REMOVAL EXPERIENCE & REFERENCES

BAYOU GEORGE AND BEAR CREEK WATERWAY DEBRIS REMOVAL – NW FLORIDA WATER MANAGEMENT DISTRICT

September 2025 - April 2026 Project Value: $2.7 million

Zulu provided waterway debris removal services for the District with emphasis on environmentally sensitive methods and turbidity management in two waterways, totalling 12 miles. We are currently working for the District on another large project on Econfina Creek.

Reference: John Crowe, Emergency Coordinating Officer (850) 539-5999 ext. 226 john.crowe@nwfwater.com
81 Water Management Drive, Havana, FL 32333

TREE DEBRIS REMOVAL – CITY OF ALTAMONTE SPRINGS, FL

June to August 2025 Project Value: $159,960

The scope of work for this project was to remove downed trees and woody/vegetative debris from the Little Wekiva River stretching about three miles. Debris was removed manually and transported out on jon boats for offsite disposal.

Reference: April Davis, Water Resources Engineer (407) 571-8334 adavis@altamonte.org
225 Newburyport Avenue, Altamonte Springs, FL 32701

CREEK DEBRIS REMOVAL – CITY OF WINTER SPRINGS, FL

June to August 2025 Project Value: $394,449

Zulu removed woody and vegetative debris resulting from Hurricane Milton from seven creeks, totaling approximately 30,000 linear feet, and disposed of it offsite. Before and after photos were taken throughout the project and made available to the City.

Reference: Kevin Monser, Superintendent (407) 327-6567 kmmonser@winterspringsfl.org
1126 East State Road 434, Winter Springs, FL 32708

HURRICANE DEBRIS REMOVAL (3 CREEKS) – CHARLOTTE COUNTY, FL

June 2024 to September 2024 Project Value: $485,760

Zulu was selected to remove waterway debris in Oyster, Alligator and Snapper Creeks resulting from Hurricane Ian. Woody, vegetative and man-made debris was removed from approximately 5.75 miles and disposed of off-site. Debris was removed using hand labor and small vessels. Over 100 tons of debris was removed.

Reference: Karen Bliss, Projects Manager (941) 575-3642 karen.bliss@charlottecountyfl.gov
18500 Murdock Circle, Suite 205, Port Charlotte, FL 32401

WACCAMAW RIVER DEBRIS REMOVAL – HORRY COUNTY, SC

March – September 2022 Project Value: $715,840

Zulu was awarded a river debris removal contract for 36 miles of the Waccamaw River. In the course of fulfilling that contract, we were tasked with assessing over 34 miles of additional debris sites as Phases 2 through 6, then removal of the debris. Zulu removed and disposed of trees, logs, stumps, brush, tops, and blockages deposited in and adjacent to the navigable channel, using mud boats and grapple boats, as well as assorted saws.

Reference: Adam Jordan (843) 798-0538 jordanad@horrycountysc.gove
4401 Privetts Road, Conway, SC 29526

HURRICANE MICHAEL DEBRIS REMOVAL – BAY AND FRANKLIN COUNTIES, FL

December 2021 – September 2022 Project Value: $930,000

Zulu contracted with the University of Florida and Florida Sea Grant through their Marine Debris Program to remove debris resulting from Hurricane Michael, in Bay and Franklin counties. 3,500 cubic yards of debris was removed, as well as 30 vessels. Turbidity booms were deployed when loose debris was present. Care was taken to leave no trace of the vessels or any debris when work was completed.

Reference: L. Scott Jackson (850) 866-2300 lsj@ufl.edu
2728 East 14th Street, Panama City, FL 32401

Additional references available on request.

FINANCIAL STABILITY/LITIGATION

FINANCIAL STABILITY

Zulu Marine Services, Inc. has been experiencing steady growth every year. We have worked to achieve and maintain a balance between healthy cashflow availability and investing in equipment, facilities, personnel, and general overhead. We possess the necessary cashflow to undertake and complete any project the City has need of, without interruption.

We have the necessary equipment, as well as standing lease agreements for specialized or additional equipment that might be required.

Our staffing is more than adequate to achieve any project goals the City might require. If additional staffing is needed, we have multiple sub-contractors who would meet City approval, as well as agreements with labor staffing agencies.

We are fully bonded with a current bonding capacity of $4 million. We are in the process of changing surety's and increasing that capacity.

We are fully insured and more than meet City insurancce requirements. We routinely add covereages as needed depending on job specific requirements or client agency requirements.

LITIGATION

Zulu has never been involved in any lawsuits, or litigation of any kind. We have never broken a contract or failed to complete a project.

ENTITY IDENTIFICATION

SAM Unique Entity ID: M3N2HB144RA6
CAGE: 67KH4
Dun & Bradstreet: 052226022
FL Contractor License, Marine Specialty #SCC131153660
SC Contractor License, GC Marine MR3 #CLG.125995
NC Contractor License, General Unlimited #101596
Pesticide License, #19677 (Georgia, reciprocal with Florida)

ACCEPTANCE OF CONDITIONS

Zulu Marine Services, Inc. fully accepts the terms and conditions as outlined in "RFQ 01-26-PW ENVIRONMENTAL SERVICES", to include the insurance requirements and any other requirements listed.

EXCEPTIONS

We have no exceptions to the bid package, scope of work outlined, or any other aspect of the documentation provided.

TAB 5:
CITY REQUIRED FORMS AND DOCUMENTATION

City of New Smyrna Beach

Bid/Proposal Response

Title of Project Name: **Environmental Services**

Project ID: **RFP 01-26-PW**

Company Name: Zulu Marine Services, Inc.

Print Authorized Officer Name & Title: Michael "Alex" Batey, Corporate Secretary/COO

Signature Authorized Officer: Michael Batey

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: Acknowledgement of Smoke Free Workplace	X
City of NSB Form: List of Subcontractors	X
City of NSB Form: Signed Addendums (if applicable)	X
Copy of Sunbiz Registration with Active Status	X
Copy of Sam.Gov Active Registration	X

City of New Smyrna Beach

RFQ 01-26-PW: Environmental Services

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 #
James "Rusty" Batey	CEO	(912) 657-1360
Michael "Alex" Batey	COO	(910) 232-0290

Michael "Alex" Batey
Print Name

COO
Signature/Title)

Zulu Marine 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: Georgia

Federal I.D. or Social Security number is: 27-3600913

VENDOR INFORMATION

BID #:	RFQ 01-26-PW
BID TITLE:	Environmental Services

Respondent Information	
Company Name: Zulu Marine Services, Inc	Federal Employer Identification Number or SS Number: 27-3600193 DUN Number: 052226022
Mailing Address PO Box 695	Type of Entity (Circle One) (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code Hazlehurst, GA 31539	Incorporated in the State of: Georgia
Corporate Address: 1309 New River Road	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 Darien, GA 31305	State of Florida Department of State Certificate of Authority Document No: F22000001361
Telephone No. (855) 400-9858	
Email Address: alex.batey@zuludiscovery.com	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print):	
President: CEO: James R. Batey	Vice President: _____
Secretary: COO: Michael A. Batey	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.

Michael Batey
Authorized Signature

Michael "Alex" Batey
Printed Name

Title: COO/Corporate Secretary

Date: May 4, 2026

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
SUPPLIER/VENDOR REGISTRATION FORM

TO BE COMPLETED BY THE SUPPLIER/VENDOR
Please allow 3-5 days for processing

(Please type or print clearly)

Once completed: Email this form and the below documents to: VendorSummaryForms@cityofnsb.com

1. **Completed and current, w9**
2. **Proof of active filing on Sunbiz.org (Division of Corporations)**

♦ **COMPANY / CONSULTANT / INDEPENDENT CONTRACTOR / INDIVIDUALS NAME: (as reported to the IRS)** Zulu Marine Services, Inc.			
♦ Mailing Address: PO Box 695	City: Hazlehurst	State: GA	ZIP: 31539
♦ Corporate Address: (if different) 1309 New River Road	City: Darien	State: GA	ZIP: 31305
♦ Billing/Remit to Address: (invoicing) PO Box 695	City: Hazlehurst	State: GA	ZIP: 31539

♦ Company Main/Direct Phone Number: (855) 400-9858

♦ Contact Phone Number for Accounting Department: (912) 272-3111

♦ Email Address for Accounting Department: kim.haywood@zuludiscovery.com

♦ Federal Employer Identification No. (FEIN): 27-3600913

♦ Type of Service or Commodity: Waterway services

Does your company accept credit cards as a payment method? Check one: Yes (No)

If yes, what is the convenience fee amount: _____

Signature of Person completing Profile: Amy E. Thurman

Printed Name:	Amy E. Thurman	Date:	May 4, 2026

Name of person or department you are working with at the City of New Smyrna Beach:

To be completed by the City of New Smyrna Beach

Vendor #: 9742 **Entered by:** Tammy Hall

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.)

Zulu Marine 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)

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.)

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 . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

PO Box 695

6 City, state, and ZIP code

Hazlehurst, GA 31539

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

2	7	–	3	6	0	0	9	1	3

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** Michael Bates **Date** January 2, 2026

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.

Zulu Marine Services, Inc.
PROPOSER/BIDDER

AUTHORIZED SIGNATURE

COO/Corporate Secretary
OFFICER TITLE

May 4, 2026
DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/16/2025

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:	Nanette Le Hardy	
Brown & Brown Insurance Services, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309		PHONE (A/C, No, Ext): (954) 776-2222	FAX (A/C, No): (954) 776-4446	
		E-MAIL ADDRESS: 053.certs@bbrown.com		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Mitsui Sumitomo Insurance USA Inc.		22551
INSURED Zulu Marine Services, Inc P.O. Box 695 Hazelhurst GA 31539		INSURER B : Mitsui Sumitomo Insurance Company of America		20362
		INSURER C : American Interstate Insurance Company		31895
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 25-26 Master-all lines **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: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			OHM4510339	05/15/2025	05/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 10,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BVR8407448	05/15/2025	05/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 25,000			OLM2510631	05/15/2025	05/15/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	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		AVWCGA3415702025	10/03/2025	10/03/2026	[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
A	Martime Employers Liability			OHM4510339	05/15/2025	05/15/2026	Any one person Any one Occurrence Deductible	1,000,000 1,000,000 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Coverage (see Additional Remarks Schedule on page 2 for Professional liability, Contractors Pollution Liability and additional coverage details)

CERTIFICATE HOLDER

Zulu Marine Services Inc
1309 New River Road
Darien GA 31305

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: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Brown & Brown Insurance Services, Inc.	Zulu Marine Services, Inc
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Carrier A: Mitsui Sumitomo Insurance USA Inc.
Policy date: 05/15/2025-2026
Policy Number: OHM4510339 Insurer A
Leased/Rented Equipment: $400,000

Protection & Indemnity $1,000,000 / $10,000 Deductible
Hull Coverage - Total $395,000
Zulu Chief Landing Craft 2006 38'$175,000/Ded $10,000
Zulu Witch Barge 2014 41' $130,000 /Ded $10,000
Bobcat E50 Amphibious Excavator 2018 P&I only
Airboat w/Trailer 2021 22' $90,000/Ded. $5,000
Jon Boat 18'/14'14' P&I Only
Crew Coverage (6)
Geographic Limits: Inland and Coastal waters of the United Stated not to exceed 10 miles offshore
Blanket additional insured & Waiver of Subrogation

Professional Liability
Carrier: Lloyd's of London A+ XV
Policy date: 10/30/2025 - 5/15/2027
Policy Number: E250565
Each Claim $1,000,000
Aggregate $1,000,000
Deductible $10,000

Contractors Pollution Liability
Carrier: Lloyd's of London A+ XV
Policy date: 11/20/2025 - 5/15/2027
Policy Number: CPLI01548001
Each Occurrence $1,000,000
Aggregate $1,000,000
Deductible $5,000

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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: May 4, 2026

Authorized Signature and Title

Michael "Alex" Batey, COO/Corporate Secretary

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 01-26-PW described as:

Environmental Services.

Zulu Marine Services, Inc.
Firm

May 4, 2026
Date

Michael Batey
Authorized Signature and Title

Michael "Alex" Batey, COO/Corporate Secretary
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.

Michael Batey

Authorized Signature

Date: May 4, 2026

Michael "Alex" Batey, COO/Corporate Secretary

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 Michael "Alex" Batey, Corporate Secretary
(Print Individual's Name and Title)
for Zulu Marine Services, Inc.
(Print Name of Entity Submitting Sworn Statement)
whose business is a Georgia Corporation

and (if applicable) its Federal Employer Identification Number (FEIN) is 27-3600913

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 4th day of May, 2026.

Personally known _____

OR produced identification _____

_____
(Type of Identification)

_____
(Notary)

Notary Public State of Georgia

My commission expires: 02-23-2027

AMY E. THURMAN NOTARY PUBLIC LIBERTY COUNTY, GEORGIA MY COMM. EXPIRES 02/23/2027

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Georgia

County of Liberty

Michael "Alex" Batey, being first duly sworn, deposes and says that:

He/she is COO of Zulu Marine 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.

Michael Batey
Signed

COO/Corporate Secretary
Title

Subscribed and sworn to before me this 4th day of May, 2026.

Amy E. Thurman
Amy E. Thurman, Notary Public
Title

My Commission Expires: 02-23-2027

AMY E. THURMAN NOTARY PUBLIC LIBERTY COUNTY, GEORGIA MY COMM. EXPIRES 02/23/2027

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: Zulu Marine Services, Inc.

Consultant E-Verify Registration Number: 1310654

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: Michael Batey

Print Name: Michael "Alex" Batey

Sworn to and subscribed before me, by (X) physical presence or ( ) remote audio-visual means, this

4th Day of May, 2026. She/He is personally known to me or has produced _____ As identification.

AMY E. THURMAN NOTARY PUBLIC LIBERTY COUNTY, GEORGIA MY COMM. EXPIRES 02/23/2027

Amy E. Thurman

Notary Public

My commission expires: 02-23-2027

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 foregoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: Zulu Marine Services, Inc.

Authorized Signature: _____ Date: May 4, 2026

Printed Name: Michael "Alex" Batey

Title: COO/Corporate Secretary

STATE OF Georgia

COUNTY OF Liberty

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of May, 2026, by Michael Batey, as COO on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

AMY E. THURMAN NOTARY PUBLIC LIBERTY COUNTY, GEORGIA MY COMM. EXPIRES 02/23/2027

Signature of Notary Public

Amy E. Thurman

Name of Notary Typed, Printed or Stamped

My Commission Expires: 02-23-2027

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of New Smyrna Beach

Before me, the undersigned authority, personally appeared Michael "Alex" Batey

who was duly sworn, deposes, and states:

1. I am the COO/Corporate Secretary of Zulu Marine Services, Inc. with a local office in N/A (City & State) and principal office in Darien, GA (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFQ 01-26-PW, Environmental Services.**
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.

Michael "Alex" Batey
Typed Name

Michael Batey
Signed

COO/Corporate Secretary
Title

May 4, 2026
Dated

Sworn to and subscribed before me this 4th day of May 2026.

Personally known X OR produced identification ____. Identification type: _____

Notary Public: State of Georgia County of Liberty

Amy E. Thurman
Printed, typed, or stamped commissioned name of notary public

My commission expires: 02-23-2027

AMY E. THURMAN NOTARY PUBLIC LIBERTY COUNTY, GEORGIA MY COMM. EXPIRES 02/23/2027

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)		
[X] Corporation	[ ] Partnership	[ ] Non-Profit
[ ] Joint Venture	[ ] Sole Proprietorship	[ ] Other (Please specify)
State of Incorporation	Georgia	
Principal Place of Business (Enter Address)	1309 New River Road Darien, GA 31305	
Federal I.D. Number	27-3600913	

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: Zulu Marine Services, Inc.

Mailing Address: PO Box 695, Hazlehurst, GA 31539

Telephone Number: (855) 400-9858 Fax Number: N/A E-mail Address: alex.batey@zuludiscovery.com

Michael Batey — Michael "Alex" Batey — 27-3600913

Authorized Signature | Printed Name | FEIN

COO/Corporate Secretary — May 4, 2026

Title | Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**Zulu Marine Services Inc**	Control Number:	**20175765**
Business Type:	**Domestic Profit Corporation**	Business Status:	**Active/Compliance**
NAICS Code:	**Other Services (except Public Administration)**	NAICS Sub Code:	**Other Similar Organizations (except Business,Professional,Labor, and Political Organizations)**
Principal Office Address:	**2831 HWY 80, Garden City,, GA, 31408, USA**	Date of Formation / Registration Date:	**9/17/2020**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2026**

REGISTERED AGENT INFORMATION

Registered Agent Name: **James Batey**

Physical Address: **7505 WatersAve Ste, A-8, Savannah, GA, 31406, USA**

County: **Chatham**

OFFICER INFORMATION

Name	Title	Business Address
James L Batey	CEO	7505 WatersAve Ste A-8, SAVANNAH, GA, 31406, USA
Rusty Batey	CFO	2831 Hwy 80, Savannah, GA, 31408, USA
M Alex Batey	Secretary	2831 Hwy 80, Savannah, GA, 31408, USA

Back

Filing History Name History

Return to Business Search

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Report a Problem?

CORPORATE RESOLUTION – AUTHORITY TO SIGN

Let it be known that the directors of Zulu Marine Services, Inc., a corporation organized and existing under the laws of the State of Georgia, do hereby authorize the corporate officers listed below to sign, execute and submit any such instruments in writing as may be necessary on behalf of Zulu Marine Services, Inc., to conduct business on behalf of the corporation.

The above resolution is in force and effect and has not been revised, rescinded or revoked.

NAME	TITLE	SIGNATURE
James R. Batey	Vice President/Principal	
Michael "Alex" Batey	Corporate Secretary/COO	

Given under my hand and the seal of Zulu Marine Services, Inc., this 8th day of July, 2025.

By: _____
Signature

James R. Batey, VP/Principal
Printed Name and Title

State of: Georgia

County of: Liberty

The foregoing instrument was sworn before me on this 8th day of July, 2025 by James R. Batey, as Vice President of Zulu Marine Services, Inc., who is ✓ personally known to me or ____ has produced identification.

AMY E. THURMAN NOTARY PUBLIC LIBERTY COUNTY, GEORGIA COMM. EXPIRES 02/23/2027

Notary Signature: _____

Commission Number: W-00594718 Expiration: 02/23/2025

Zulu Marine Services, Inc.
7505 Water Avenue, Suite A8
Savannah, GA 31406

(855) 400-9858
(912) 544-5520
ZuluDiscovery.com

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: Zulu Marine Services, Inc.

FEIN: 27-3600913

Authorized Representative Name and Title: Michael "Alex" Batey

Address: 1309 New River Road

City: Darien State: GA Zip: 31305

Phone Number: (855) 400-9858 Email Address: alex.batey@zuludiscovery.com

Certified By: Michael "Alex" Batey, COO/Corporate Secretary,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: Michael Batey

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.

Michael Batey
Authorized Signature and Title

Date: May 4, 2026

Michael "Alex" Batey, COO/Corporate Secretary
Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

Required Form: Designated List of Subcontractors TB
RFQ 01-26-PW: Environmental Services

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:	N/A Zulu will perform all work with our own workforce.		
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.

FLORIDA DEPARTMENT of STATE DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Profit Corporation
ZULU MARINE SERVICES, INC

Filing Information

Document Number	F22000001361
FEI/EIN Number	27-3600913
Date Filed	03/07/2022
State	NC
Status	ACTIVE

Principal Address

1309 New River Rd
Darien, GA 31305

Changed: 04/01/2026

Mailing Address

P.O Box 695
Hazlehurst, GA 31539

Changed: 10/28/2025

Registered Agent Name & Address

URS AGENTS, LLC
3458 LAKESHORE DR.
TALLAHASSEE, FL 32312

Name Changed: 10/27/2023

Address Changed: 10/27/2023

Officer/Director Detail

Name & Address

Title President

Batey, James L
1307 New River Rd
Darien, GA 31305

Title VP

Batey, James R
1307 New River Rd
Darien, GA 31305

Title Treasurer

Batey, Michael A
1307 New River Rd
Darien, GA 31305

Annual Reports

Report Year	Filed Date
2025	02/12/2025
2025	10/28/2025
2026	04/07/2026

Document Images

04/07/2026 -- ANNUAL REPORT	View image in PDF format
10/28/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
02/12/2025 -- ANNUAL REPORT	View image in PDF format
04/03/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
02/08/2024 -- ANNUAL REPORT	View image in PDF format
10/27/2023 -- Reg. Agent Change	View image in PDF format
03/08/2023 -- ANNUAL REPORT	View image in PDF format
03/07/2022 -- Foreign Profit	View image in PDF format

SAM.GOV

Entity Workspace Results 1 Total Results

ZULU MARINE SERVICES INC

Unique Entity ID: M3N2HB144RA6

CAGE/NCAGE: 67KH4

Entity Status: Active Registration

Doing Business As:

Physical Address:
1309 New River Rd
Darien , GA
31305-9157 USA

Expiration Date:
Apr 08, 2027

Purpose of Registration:
All Awards

ZULU
MARINE

May 7, 2026

To Whom it May Concern:

Zulu Marine Services, Inc. has no conflicts of interest that might interfere with this proposal, the City, or any future scope of work.

Sincerely,

Michael "Alex" Batey
Corporate Secretary/COO
(910) 232-0290
alex.batey@zuludiscovery.com

Detail by FEI/EIN Number

Foreign Profit Corporation
ZULU MARINE SERVICES, INC

Filing Information

Document Number	F22000001361
FEI/EIN Number	27-3600913
Date Filed	03/07/2022
State	NC
Status	ACTIVE

Principal Address

1309 New River Rd
Darien, GA 31305

Changed: 04/01/2026

Mailing Address

P.O Box 695
Hazlehurst, GA 31539

Changed: 10/28/2025

Registered Agent Name & Address

URS AGENTS, LLC
3458 LAKESHORE DR.
TALLAHASSEE, FL 32312

Name Changed: 10/27/2023

Address Changed: 10/27/2023

Officer/Director Detail

Name & Address

Title President

Batey, James L
1307 New River Rd
Darien, GA 31305

Title VP

Batey, James R
1307 New River Rd
Darien, GA 31305

Title Treasurer

Batey, Michael A
1307 New River Rd
Darien, GA 31305

Annual Reports

Report Year	Filed Date
2025	02/12/2025
2025	10/28/2025
2026	04/07/2026

Document Images

04/07/2026 -- ANNUAL REPORT	View image in PDF format
10/28/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
02/12/2025 -- ANNUAL REPORT	View image in PDF format
04/03/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
02/08/2024 -- ANNUAL REPORT	View image in PDF format
10/27/2023 -- Reg. Agent Change	View image in PDF format
03/08/2023 -- ANNUAL REPORT	View image in PDF format
03/07/2022 -- Foreign Profit	View image in PDF format

Bayside Dredging, LLC
RFQ 01-26-PW Environmental Services

THIS AGREEMENT is made and entered into this 18th day of June, 2026, by and between **Bayside Dredging, LLC.,** duly authorized to conduct business in the State of Florida and whose address is 12924 49th Street N., Clearwater, Florida 33762, 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 RFQ 01-26-PW, Environmental Services, **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 three (3) years from the date of the award. After the initial term, and upon consent of both parties, this Agreement may be renewed administratively under the same terms and conditions for one (1) optional two (2) year extension. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 01-26-PW, Environmental Services,** 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. The CITY shall issue a written Work Order for each Project. Each Work Order shall be based on a proposal submitted by the CONSULTANT and approved by the CITY. The proposal shall define the scope of services, schedule, and compensation for the Project.

The CITY shall compensate the CONSULTANT in accordance with the CONSULTANT's fee schedule, unless otherwise agreed upon in the approved Scope of Services or Work Order. Work Orders with a value exceeding $50,000 shall require approval by the City Commission, unless otherwise authorized for administrative approval in accordance with applicable City policy.

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 with addendums

B. Award Bid Proposal

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, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2631

For Consultant:
Bret Sapp, President
Bayside Dredging, LLC
12924 49th St N
Clearwater, Florida 33762
(727)-436-5044

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.

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.

SECTION 14: MISCELLANEOUS. Any other governmental agency, department, or municipality which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, and issue its own exemption certificates as required by the Bidder. It is understood and agreed that the City of New Smyrna Beach is not a legally bound party to any contractual agreement made between any other governmental entity and the Bidder as a result of this Bid.

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	Bayside Dredging, LLC
Authorized Signature	*Authorized Signature*
Print Name and Title: Kevin Davis, VP of Engineering	*Bret Sapp, President*
Address: 12924 49th st. N. Clearwater, FL 33762	Address: 12924 49th St N Clearwater, Fl. 33762
Date: 6/18/26	Date: 6-18-2026

ATTEST	**CITY OF NEW SMYRNA BEACH**
Sharon Taylor-Harding, 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.

_____ Date: _____

Carrie Avallone, Esq, City Attorney

Zulu Marine Services, Inc.
RFQ 01-26-PW Environmental Services

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between Zulu Marine Services, Inc.**,** duly authorized to conduct business in the State of Florida and whose address is 1309 New River Road, Darien Georgia, 31305, 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 RFQ 01-26-PW, Environmental Services, **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 three (3) years from the date of the award. After the initial term, and upon consent of both parties, this Agreement may be renewed administratively under the same terms and conditions for one (1) optional two (2) year extension. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 01-26-PW, Environmental Services,** 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. The CITY shall issue a written Work Order for each Project. Each Work Order shall be based on a proposal submitted by the CONSULTANT and approved by the CITY. The proposal shall define the scope of services, schedule, and compensation for the Project.

The CITY shall compensate the CONSULTANT in accordance with the CONSULTANT's fee schedule, unless otherwise agreed upon in the approved Scope of Services or Work Order. Work Orders with a value exceeding $50,000 shall require approval by the City Commission, unless otherwise authorized for administrative approval in accordance with applicable City policy.

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 with addendums

B. Award Bid Proposal

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, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2631

For Consultant:
James R. Batey
Zulu Marine Services, Inc.
1309 New River Road
Darien, Georgia, 31305
(855)-400-9585

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.

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	Zulu Marine Services, Inc.
Authorized Signature	*Authorized Signature*
Print Name and Title:	James Batey, President
Michael "Alex" Batey, Corporate Secretary	
Address: 1309 New River Road	Address: 1309 New River Road
Darien, GA 31305	Darien, Georgia 31305
Date: June 18, 2026	Date: June 18, 2026

ATTEST	**CITY OF NEW SMYRNA BEACH**
Sharon Taylor-Harding, 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.

_____ Date: _____

Carrie Avallone, Esq, City Attorney

Karinas Lakefront Maintenance, LLC
RFQ 01-26-PW Environmental Services

THIS AGREEMENT is made and entered into this 18th day of June, 2026, by and between **Karina's Lakefront Maintenance (DBA: Karina Lake & Pond Services LLC,** duly authorized to conduct business in the State of Florida and whose address is 1450 Seminola Blvd., Casselberry, Florida 32707, 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 RFQ 01-26-PW, Environmental Services, **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 three (3) years from the date of the award. After the initial term, and upon consent of both parties, this Agreement may be renewed administratively under the same terms and conditions for one (1) optional two (2) year extension. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 01-26-PW, Environmental Services,** 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. The CITY shall issue a written Work Order for each Project. Each Work Order shall be based on a proposal submitted by the CONSULTANT and approved by the CITY. The proposal shall define the scope of services, schedule, and compensation for the Project.

The CITY shall compensate the CONSULTANT in accordance with the CONSULTANT's fee schedule, unless otherwise agreed upon in the approved Scope of Services or Work Order. Work Orders with a value exceeding $50,000 shall require approval by the City Commission, unless otherwise authorized for administrative approval in accordance with applicable City policy.

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 with addendums

B. Award Bid Proposal

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, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2631

For Consultant:
Ana Gabriela Roosen, Co-Owner
Karina's Lakefront Maintenance, LLC
1450 Seminola Blvd.
Casselberry, FL 32707
(407)-255 -4642

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.

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	Karina's Lakefront Maintenance, LLC
J Sanchez *Authorized Signature*	R Roosen *Authorized Signature*
Print Name and Title: Joanna Sanchez. admin assist.	*Ana Gabriela Roosen, Co-Owner*
Address: 1450 Seminola blvd Casselberry Fl. 32707	Address: 1450 Seminola Blvd Casselberry, Fl. 32707
Date: 06/18/26	Date:

ATTEST	**CITY OF NEW SMYRNA BEACH**
Sharon Taylor-Harding, 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.

_____ Date: _____

Carrie Avallone, Esq, City Attorney

THE CITY OF NEW SMYRNA BEACH - PUBLIC WORKS

CONSIDER THE APPROVAL OF ROOF REPAIRS TO VARIOUS CITY FACILITIES AND PARKS.

July 14, 2026

Background:

The FY26 budget includes funding for roof repairs at multiple City facilities and parks. The Public Works Department has initiated the overall repair program and identified the Fleet facility roof, Flagler Avenue boardwalk and restroom roofs, 27th Avenue park restroom roof, and North Beach pavilion roofs as priority projects for replacement. Staff is proceeding with Tremco on these replacements using OMINIA R230404 because each of the six roofs has exceeded its useful service life and is no longer considered repairable.

The project scope for the Fleet facility includes replacement of designated purlins to enhance structural stability, together with removal and replacement of the existing metal roofing system. The project scope for the Flagler Avenue boardwalk and restrooms includes removal of the existing tile roof and installation of a metal roof in the current blue color in order to improve hurricane resistance and extend the useful life of the facilities. For the 27th Avenue and North Beach projects, the scope will be to tear out and replace the roofs with like material.

Funding for these projects is included in the FY26 budget for citywide roofing repairs. Any final contract documents and associated expenditures will be processed in accordance with applicable City purchasing and approval requirements.

Staff recommends approving the roof replacement projects for the Fleet facility, Flagler Avenue boardwalk and restroom facilities, and 27th Avenue and North Beach roofs; and authorize the appropriate City officials to execute the necessary documents to move the projects forward.

Fiscal Analysis:

Funding is available within project code CWROF, which has an approved budget of $500,000. Of that amount, approximately $239,285 is allocated to Fleet improvements, $104,856 to the Flagler Avenue Boardwalk and Bathrooms project, $77,145 to the 27th

Avenue project, and $39,500 to the North Beach project. Approval of this item will also authorize the Public Works Director to approve and execute change orders as necessary, provided total expenditures remain within the approved budget.

Strategic Plan Item:

No

Staff Report Created By: David Ray - Director - Public Works

Attachments:

TremcoWTI Public Works Metal Roof Proposal OMNIA R230404.pdf
WTI Tremco - 201 Buenos Aires St Replacement Proposal 4.14.2026.pdf
TremcoWTI 27th Avenue Park Reroof Proposal OMNIA R230404.pdf
TremcoWTI 1100 N Atlantic Ave Park Reroof Proposal OMNIA R230404.pdf
1 Original RFP Document with addendum.pdf
3 Proposal.pdf
4 Contract with renewals.pdf
Piggyback Agreement Vendor Signed ...pdf

Florida License #CC-C 1328815

WTI GENERAL SERVICES PROPOSAL

3020 Reynolds Rd Suit #7
Lakeland, FL 33803

Phone: (407) 221-0539

Proposal Submitted To: Mr. David Ray	**Date:** May 14, 2026
Client: City of NSB	**Job Address:** 124 Industrail Park Ave
Client Phone: (386) 424 - 2202	**Job City, State, Zip:** New Smyrna Beach, FL 32168
Job Name: Public Works Reroof	**Tremco Representative:** Justin A. Ranck, RRO & Thomas Wessels, RRO

We hereby propose to furnish the materials and perform the labor necessary for the completion of the following facade work as outlined below:

Metal Reroof and Purlin Replacement

OMNIA R230404

1. General Conditions & Mobilization

1. Mobilization to site, including delivery of materials, equipment, and personnel
2. Coordination with Owner and/or GC for access, staging, and work sequencing
3. Provide all necessary lifts, tools, and standard safety equipment required to perform scope
4. Work will be performed in a phased manner as required to maintain structural integrity and minimize exposure

2. Structural Purlin Replacement

5. Remove and replace existing roof purlins in designated areas (Bay 4 and one additional purlin in Bay 1 as currently identified)
6. Purlins will be removed and replaced sequentially to maintain structural stability of the building
7. Furnish and install new steel purlins to match existing size and configuration (to be field verified prior to fabrication)
8. Weld new purlins to existing structural framing members
9. Perform minor field alignment and re-squaring of framing as required to facilitate installation
10. Provide connection improvements and reinforcement as necessary to secure new member

3. Metal Roof Deck Tear-Off & Replacement

11. Remove existing metal roof panels, fasteners, closures, and associated trim components as required to access structural framing
12. Dispose of removed materials in accordance with local regulations
13. Furnish and install new 26-gauge metal roof panels, profile to match existing building configuration as closely as possible

14. Install panels using self-tapping fasteners with EPDM gaskets to provide watertight connections
15. Provide and install new closures, ridge caps, trim, and accessory components required for proper system performance
16. Installation to be performed in accordance with manufacturer recommendations and standard industry practices
17. Coordinate panel layout and fastening patterns to ensure proper attachment to newly installed purlins
18. Seal penetrations, laps, and transitions as required for weather resistance

4. Closed Cell Spray Foam Insulation

19. Furnish and install closed cell spray foam insulation to the underside of the new metal roof deck system
20. Surface preparation as required prior to application
21. Apply spray foam insulation to a uniform thickness (final thickness and R-value to be determined based on project requirements or Owner direction)
22. Trim and finish insulation as required for a consistent application
23. System intended to provide air sealing, moisture control, and improved thermal performance

5. Weather Protection & Phasing

24. Perform work in controlled phases to limit exposure of interior spaces
25. Provide temporary dry-in measures as reasonably required during active construction
26. Final system to be returned to a weather-tight condition upon completion of scope

6. Engineering and Drawings Fees are Included.

7. EXCLUSIONS / CLARIFICATIONS

27. The following items are specifically excluded unless otherwise noted in writing:
28. Structural deficiencies beyond visible and accessible purlins, including but not limited to rafters, frames, columns, or connections not identified at time of proposal
29. Any structural upgrades required to meet current building code or wind load requirements

OMNIA R230404

Complete for LUMP SUM: Two Hundred Thirty Nine Thousand Two Hundred Eight Five Dollars ($239,285.00)

Florida License #CC-C 1328815

WTI GENERAL SERVICES PROPOSAL

3020 Reynolds Rd
Lakeland, FL 33803

Phone: (407) 375-0713

Proposal Submitted To: Mr. Ron Sansoucy	**Date:** April 14th, 2026
Client: City of New Smyrna Beach	**Job Address:** 201 Buenos Aires St
Client Phone: (386) 527-4880	**Job City, State, Zip:** New Smyrna Beach, FL 32751
Job Name: 201 Buenos Aires St Roof Replacement	**Tremco Representative:** Justin A. Ranck, RRO & Thomas Wessels, RRO

We hereby propose to furnish the materials and perform the labor necessary for the completion of the following roof work as outlined below:

OMNIA R230404

Roof Replacement

1. Remove the existing roof system down to the decking and dispose of all materials off-site.
2. Re-nail existing roof decking in accordance with current Building Code requirements.
3. Furnish and install high temperature self-adhered peel & stick underlayment directly to the wood sheathing.
4. Furnish and install a 24 gauge 1” snap lock standing seam roof system in “Coastal Steel” Kynar finish.
5. Furnish and install hip & ridge trim.
6. Furnish and install snap-z venting on all ridges for proper ventilation.
7. Furnish and install all metal flashings in manufacturers standard colors.
8. Install all penetration flashings associated with the roof system.
9. Remove all work-related debris and dispose off site.
10. Owner to receive 2-year workmanship warranty from JTA Roofing & Gutters, LLC.

Complete For The Sum Of:

Ninety-Eight Thousand Three Hundred Twenty Eight Dollars and Zero Cents ($98,328.00)

Complete for the Alternate Sum Of: (.032 Aluminum in lieu of 24 Gauge)

One Hundred Four Thousand Eight Hundred Fifty Six Dollars and Zero Cents ($104,856.00)

Proposal Includes: The above work to be performed in accordance with Tremco/WTI printed instructions, and completed in a workmanlike manner:

Authorized Signature:

Acceptance of Proposal -- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete this contract as specified. Payment shall be upon completion.

Date of Acceptance: _____

Authorized Signature: _____

Title: _____

TERMS & CONDITIONS

This proposal is an offer by WTI to provide the Scope of Work set forth above to the customer on the terms & conditions set forth herein and in WTI's standard terms & conditions (a copy of which may be obtained at http://www.tremcoroofing.com/fileshare/terms/TandCWTI.pdf),which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI.

Florida License #CC-C 1328815

WTI GENERAL SERVICES PROPOSAL

3020 Reynolds Rd Suit #7
Lakeland, FL 33803

Phone: (407) 221-0539

Proposal Submitted To: Mr. Ron Sansoucy	**Date:** June 3, 2026
Client: City of NSB	**Job Address:** 3701 S. Atlantic Ave
Client Phone: (386) 527 - 4880	**Job City, State, Zip:** New Smyrna Beach, FL 32169
Job Name: 27th Avenue Park Roof Replacement	**Tremco Representative:** Justin A. Ranck, RRO & Thomas Wessels, RRO

We hereby propose to furnish the materials and perform the labor necessary for the completion of the following facade work as outlined below:

27th Avenue Park Metal Reroof

OMNIA National IPA Contract #R230404



1. Check in with Customer.
2. Make sure all safety is set up per OSHA/WTI.
3. Load roof with material and tools to complete project.
4. Remove the existing roof system down to the decking and dispose of all materials off-site.
5. Re-nail existing roof decking in accordance with current Building Code requirements.
6. Supply and install high-temperature, modified bitumen self-adhered underlayment.
7. Furnish and install .032 aluminum standing seam roofing system in manufacturers standard colors.
8. Furnish and install hip & ridge trim in .032 aluminum.
9. Furnish and install snap-z venting on all ridges for proper ventilation.
10. Furnish and install all .032 aluminum metal flashings in manufacturers standard colors.
11. Install all penetration flashings associated with the roof system.
12. Remove all work-related debris and dispose off site.
13. Clean up and haul away all roofing-related debris upon completion.
14. Remove materials and tools from roof.
15. Dispose of debris.
16. Check out with customer.
17. Provide daily photo reports of all work completed.

OMNIA National IPA Contract #R230404

Complete for LUMP SUM: Seventy Seven Thousand One Hundred Forty Five Dollars ($77,145.00)

UNFORESEEN CONDITIONS (CHANGE ORDER UNIT PRICING)

Item	Description / Notes	Unit Price	Unit Type
Rotted Decking	4' x 8' CDX Plywood	$97	Each
Rotted Studs	Includes 2"x4", 2"x6", or 2"x8"	$23	Linear Foot (LF)
Damaged or Rotted Fascia Board	–	$12	Linear Foot (LF)
Replacement of Soffit	–	$17.25	Linear Foot (LF)
Flashing Replacement	Excludes stucco or siding removal	$17.25	Linear Foot (LF)

Acceptance of Proposal -- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete this contract as specified. Payment shall be upon completion.

Date of Acceptance: _____

Authorized Signature: _____

Title: _____

Florida License #CC-C 1337154

WTI GENERAL SERVICES PROPOSAL

3020 Reynolds Rd Suit #7
Lakeland, FL 33803

Phone: (407) 221-0539

Proposal Submitted To: Mr. Ron Sansoucy	**Date:** June 18, 2026
Client: City of NSB	**Job Address:** 1100 N. Atlantic Ave
Client Phone: (386) 527 - 4880	**Job City, State, Zip:** New Smyrna Beach, FL 32169
Job Name: 1100 N Atlantic Ave Park (2) Roof Replacement	**Tremco Representative:** Justin A. Ranck, RRO & Thomas Wessels, RRO

We hereby propose to furnish the materials and perform the labor necessary for the completion of the following roof work as outlined below:

1100 N Atlantic Ave (2) Metal Reroof

OMNIA National IPA Contract #R230404

1. Check in with Customer.
2. Make sure all safety is set up per OSHA/WTI.
3. Load roof with material and tools to complete project.
4. Furnish and install ½" pressure treated CDX plywood on top of existing 2x's.
5. Furnish and install high temperature self-adhered peel & stick underlayment directly to the wood sheathing.
6. Furnish and install .032 aluminum standing seam roofing system in manufacturers standard colors.
7. Furnish and install hip & ridge trim in .032 aluminum.
8. Furnish and install all .032 aluminum metal flashings in manufacturers standard colors.
9. Install all penetration flashings associated with the roof system.
10. Remove all work-related debris and dispose off site.
11. Clean up and haul away all roofing-related debris upon completion.
12. Remove materials and tools from roof.
13. Dispose of debris.
14. Check out with customer.
15. Provide daily photo reports of all work completed.

OMNIA National IPA Contract #R230404

Complete for LUMP SUM: Thirty Nine Thousand Five Hundred Dollars ($39,500.00)

UNFORESEEN CONDITIONS (CHANGE ORDER UNIT PRICING)

Item	Description / Notes	Unit Price	Unit Type
Rotted Decking	4' x 8' CDX Plywood	$97	Each
Rotted Studs	Includes 2"x4", 2"x6", or 2"x8"	$23	Linear Foot (LF)
Damaged or Rotted Fascia Board	–	$12	Linear Foot (LF)
Replacement of Soffit	–	$17.25	Linear Foot (LF)
Flashing Replacement	Excludes stucco or siding removal	$17.25	Linear Foot (LF)

Acceptance of Proposal -- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete this contract as specified. Payment shall be upon completion.

Date of Acceptance: _____

Authorized Signature: _____

Title: _____

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

Solicitation Number 23-04

Request for Proposal ("RFP")

by

Region 4 Education Service Center ("ESC")

for

Roofing Products, Services and Job-Order-Contracting (JOC) Services

SUBMITTAL DEADLINE: Tuesday, June 20, 2023, 2:00 PM CENTRAL TIME

Questions regarding this RFP must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net no later than May 26, 2023. All questions and answers will be posted to https://www.esc4.net/services/purchasing/region-4-omnia-solicitations. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Proposals must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of Offeror. Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 p.m. central time. Proposals received prior to the submittal deadline will be time-stamped upon receipt and kept secure and unopened. At the submittal deadline, Region 4 ESC will collect all proposals received before the deadline in the room designated for the proposal opening. Proposals will be opened and recorded publicly. Any proposal received later than the specified time, whether delivered in person, courier or mailed, will not be considered. Late proposals will be returned to sender unopened.

VIRTUAL ONLY NON-MANDATORY PRE-PROPOSAL CONFERENCE
Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on May 24, 2023 at 02:00 pm. To attend the conference, potential Offeror must notify Crystal Wallace, Business Operations Specialist, at cwallace@esc4.net, by May 23, 2023. Offeror's who anticipate attending the pre-proposal conference and send notification will receive an email with call instructions prior to the date and time of the pre-proposal conference. The purpose of this conference is to clarify the contents of this RFP in order to prevent any misunderstanding of Region 4 ESC's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

Publication Date: May 10, 2023

I. SCOPE OF WORK

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified Offerors with the intent to enter into a Contract for Roofing Products, Services, and Job-Order-Contracting (JOC) Services. Region 4 ESC is seeking a provider that has the depth, breadth and quality of resources necessary to complete all phases of the Contract. Awarded Offeror(s) shall deliver products and services under the terms of this agreement. While this solicitation specifically covers Roofing Products, Services, and Job-Order-Contracting (JOC) Services, each awarded Offeror may offer their complete product and service offering, or balance of line. Region 4 ESC reserves the right to accept or reject any or all balance of line items offered.

Region 4 ESC is an education service center established by the Texas Legislature in 1967 to assist school districts and charter schools in improving efficiencies. Region 4 serves a seven-county area comprised of 47 public school districts and 40 open-enrollment charter schools, representing more than 1.2 million students, 105,000 educators and 1,500 campuses. Through cooperative contracts Region 4 ESC extends the opportunity to operate more efficiently and economically to agencies nationwide through OMNIA Partners (see below).

Roofing Products, Services and Job-Order-Contracting Services will consist of contracts with contractors for the purpose of performing "Roofing Products, Services, and JOC Services Work Order Assignments" ("WO" in the singular and "WOs" in the plural) on a recurring basis. Offeror may choose to use RSMeans; when doing so, the unit prices established for the contracts shall be specified by the latest version of the RSMeans Construction Procurement Catalog (Unit Price Book "UPB"); the UPB utilized by the awarded Contractor(s) is hereby incorporated by reference into this RFP.

The Contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although the awarded Offeror(s) may restrict sales to certain public units (for example, state agencies or local government units), any proposal that prohibits sales from being made to public school districts may not be considered. Sales without restriction are preferred. These types of contracts are commonly referred to as being "piggybackable."

NATIONAL CONTRACT

Region 4 ESC, as the Principal Procurement Agency, defined in ATTACHMENT A, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on ATTACHMENT A, or as otherwise agreed to. ATTACHMENT A contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners

public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Offeror, OMNIA Partners provides marketing and administrative support for the Offeror that directly promotes the Offeror's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Offeror benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Offeror's need to respond to additional competitive solicitations. As such, the Offeror must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Offeror and respond to the OMNIA Partners documents (ATTACHMENT A).

While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Roofing Products, Services, and Job-Order-Contracting (JOC) Services purchased under the Master Agreement through OMNIA Partners is approximately $500M. This projection is based on the current annual volumes among Region 4 ESC, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

Customer Support

Contractor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff and Participating Agencies. Contractor shall respond to such requests within one (1) working day after receipt of the request.

PRODUCT / SERVICES SPECIFICATIONS

It is the intention of Region 4 ESC to establish an annual contract with highly qualified Offeror(s) for **Roofing Products, Services, and Job-Order Contracting Services** on a national basis. Offeror(s) shall, at the request of any Participating Public Agency, provide these covered services under the terms of this RFP and the CONTRACT TERMS AND CONDITIONS. Offeror shall assist the Participating Public Agency with making a determination of its individual needs, as stated below. Although this section reflects the needs and requirements of Region 4 ESC, OMNIA Partners Participating Agencies may have different requirements. The awarded Offeror(s) will have the ability to offer their comprehensive Roofing Products, Services, and Job-Order-Contracting Services on a national basis. The Roofing Products, Services, and Job-Order-Contracting Services may include products and services associated with roofing products, including but not limited to roof-mounted or carport-mounted utility interactive solar panel/photovoltaic (PV) system, and job-order-contracting services which Participating Public Agencies may elect to use. Participating Public Agencies may sign a supplemental or usage agreement with the awarded Offeror(s) substantially based on the terms and conditions of the Region 4 ESC contract. Participating Public Agencies may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

The Offeror shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by the Participating Public Agency. All products/materials/supplies shall be new and not previously used.

Should an Awarded Offer utilize distributors, dealers, or subcontractors, Participating Public Agencies may choose to issue work directly to the distributor, dealer, or subcontractor if allowed by the Awarded Offeror and Participating Public Agency.

Offerors are encouraged to offer turn-key solutions to address the full range of roofing products and services being sought in this solicitation, including installation, maintenance, repair, and asset management. However, offering a turn-key solution is not a requirement that must be met in order to be considered for award.

If Offeror is awarded a contract for the requested states and later decides to request additional states to work in under the contract, then a written request must be made to Region 4 ESC requesting the additional state(s). In addition, the Awarded Offeror must provide proof of license and bonding capability to work in the requested new state(s) along with proof of insurance and other relevant documents.

If an Offeror is awarded a contract for the requested states and later decides to request that additional affiliates be allowed to work on this contract, then a written request must be made to Region 4 ESC regarding the addition of the affiliate(s). Successful respondents must also submit a written request to Region 4 ESC if they wish to discontinue an affiliate from doing work on this contract. All work done under this contract by affiliates, subcontractors or other parties will be the responsibility of the primary contract holder.

Offeror should describe in its business plan how it will include and work with local subcontractors and how it will work with local architects and engineers, especially those architectural and engineering firms already working with Participating Public Agencies.

Region 4 ESC encourages the use of HUBs, MWBEs and SBEs both as prime and subcontractors. However, they must meet the same minimum standards and requirements as the Awarded Offeror. It will be the responsibility of the Awarded Offeror to pre-qualify any subcontractors. Some Participating Public Agencies will have a set goal for subcontracting requirements and will require that a plan be attached as an addendum to the purchase order outlining how the contractor will endeavor to meet their goal. Specific plans as part of the Offeror's business plan to meet these goals will be part of the overall Offeror's evaluation process as well as selection process for certain Participating Public Agencies as a requirement for their delivery orders.

Awarded Offeror(s), at its expense and included as part of overhead, will provide adequate insurance coverage meeting at a minimum the requirements of the State of Texas or the state where the job is located. The Offeror, if awarded a contract, will provide within 14 days but prior to the commencement of work, a certificate of insurance showing that Region 4 ESC has been named as an additional insured. If the member has higher insurance requirements, those requirements may be added as an addendum to the purchase order.

Recognized holidays include: Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. Regular work hours will be 7am to 6pm local time unless otherwise agreed by the Participating Public Agency. A schedule for performance of work that can be met without planned overtime is the responsibility of the Awarded Offeror, unless otherwise requested by the owner.

JOB-ORDER-CONTRACTING DELIVERY METHOD

As appropriate and allowed by chapter 2269 of the Texas Government Code, contractors may deliver projects through the job order contracting delivery method under this contract.

PRODUCT PERFORMANCE MINIMUM REQUIREMENTS

All roof systems must meet the regulatory requirements of the International Building Code, all applicable state and local codes for public buildings, including, but not limited to, UL 790, Class A, and FM Class 1-90 Fastening Standards. The prime contractor awarded a contract will comply with the latest, most stringent industry-standard construction details published by the National Roofing Contractors Association's the NRCA Roofing and Waterproofing Manual, 5th edition. (NRCA, 10255 W. Higgins road, Suite 600, Rosemont, IL 60018 || 847-299-9070 || Fax 847-299-1183). Any deviations, such as the use of proprietary designs of the prime contractor or special construction for regional climatic conditions, must be identified and explicitly agreed to by the Participating Public Agency.

SOLAR PANEL SERVICES

Offeror may provide, but is not limited to the following, solar panel/photovoltaic (PV) systems and services as follows:

- Pre & Post Solar installation Inspections
- Product Procurement
    - Solar Slip Sheets, Solar Ballast, Solar Mounts, Solar Mounting Pads, Solar Panels
- Construction and Installation

- Solar Financing
- System Design and Layout
- Maintenance and Monitoring

ASSOCIATED PROJECT SUPPORT REQUIREMENTS

The Offeror shall remove movable furniture in the work area and place it back in the required location upon completion. The purchase, delivery and storage of project construction materials should not interfere with the Participating Public Agency's operations. Damages that occur to the Participating Public Agency's facilities or equipment must be repaired or purchased to like or better condition by the Offeror at no charge. All permits will be acquired by the Offeror and invoiced at cost as part of the purchase order, unless they are provided by the Participating Public Agency.

Region 4 ESC or its representative reserves the right to inspect any project and review the contractor's project files, documentation, and correspondence.

Utilities at the job sites will be furnished free of charge to the Offeror by the Participating Public Agency. Water will be furnished free, with all the taps, connections and associated equipment supplied free of charge to the Offeror or supplied by the Offeror and charged to the Participating Public Agency. Upon project completion, the connections will be removed at the direction of the Participating Public Agency.

It is the Offeror's responsibility to analyze their electrical needs and the ability of the Participating Public Agency's facility to accommodate this request. The electricity at the job site will be free to the Offeror. It will be the responsibility of the Offeror to coordinate his requests and needs with the Participating Public Agency. If additional capacity is required, the Offeror is responsible for arranging for the equipment, the installation and removal at his own expense. If possible, toilet facilities will be made available by the Participating Public Agency or the Offeror will make arrangements for portable toilets.

The Participating Public Agency reserves the right to require the Offeror's employees, representatives and consultants to wear identification and stay in designated work areas at all times while on the Participating Public Agency's property. The Participating Public Agency shall have the right to affect the immediate removal of any person associated with the Offeror from the Participating Public Agency's property for failure to wear identification, for being outside a designated work area, or for engaging in any behavior that the agency deems inappropriate directed toward or in the vicinity of students, employees, officials, or guests of the Participating Public Agency.

Offeror shall perform the appropriate background checks of any personnel that will be performing the services within the proximity of minors. Offeror shall notify the participating public agency of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal offense, and the participating public agency reserves the right to reject the proposed employee with a criminal background. No person employed by the Offeror who has been found guilty of any criminal offenses shall be allowed into the work site without prior approval of the participating public agency.

Description of Products and Services Offered

(Note: Pricing is to be provided separately in the Pricing tab)

A listing of products and services that should be offered under this contract is provided in the Pricing tab, but the offering need not be limited by this listing. Offeror may provide additional products and services either in this section or the value-add section. Pricing on these non-line items products and services can be addressed through a margin, a unit price book, or any other auditable pricing mechanism. Any product or service offered must have pricing that can be audited as outlined in the Pricing section in this solicitation. Offeror may propose a Unit Price Book to be used as an alternate pricing mechanism for special situations and for JOC delivery. Provide the coefficient(s) for all applicable regions for the unit price book proposed on the final page provided in the Pricing tab.

II. CALENDAR OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):

Event	Date
Issue RFP	May 10, 2023
Pre-proposal Conference	May 24, 2023
Deadline for receipt of questions via email	May 26, 2023
Issue Addenda (if required)	May 31, 2023
Proposal Due Date	June 20, 2023
Approval from Region 4 ESC	October 24, 2023
Contract Effective Date	November 1, 2023

III. INSTRUCTIONS TO OFFERORS

1. Key Definitions
   Contract: The legal agreement executed between Region 4 ESC and the awarded Offeror. A draft of the Contract is provided as Appendix A.
   Contractor: Any provider or seller of goods or services who, as a result of the competitive solicitation process, is awarded a Contract by Region 4 ESC.
   Days: calendar days
   Offeror: A supplier submitting a proposal in response to a solicitation.

2. Inquiries and Discrepancies: Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net no later than May 26, 2023. All questions and answers will be posted to https://www.esc4.net/services/purchasing/region-4-omnia-solicitations. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

3. Restricted and Prohibited Communications with Region 4 ESC**:** During the period between the date Region 4 ESC issues this RFP and the selection of the Contractor by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in section "Inquiries and Discrepancies" in the specified manner. Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.

   The communications prohibition shall terminate when the Contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and the Contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall continue. Additionally, during the time period between the award of the Contract by the Board of Directors and the execution of the Contract, Offerors shall not engage in any prohibited communications as described in this section.

   Prohibited communications includes direct contact, discussion, or promotion of any Offeror's response with any member of Region 4 ESC's Board of Directors or employees except for communications with Region 4 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding this RFP are prohibited:

   - Communications between a potential Offeror, Offeror, their lobbyist or consultant and any member of Region 4 ESC's Board of Directors;
   - Communications between any Region 4 ESC Director and any member of a selection or evaluation committee; and
   - Communications between any Region 4 ESC Director and administrator or employee.

   The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC's purchasing staff specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC's representatives.

4. Current products: Proposals shall be for new materials and equipment in current production and marketed to the general public, education and government agencies at the time the proposal is submitted.

5. Proposal Format: Proposals must contain two (2) electronic copies on flash drives with signed copies of the solicitation. Offeror must also submit two (2) electronic proposals free of proprietary information to be posted, if awarded a Contract. Offerors may also provide two (2) bound and signed original copies of the solicitation, however bound copies are not required.

   Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

   If bound copies are provided, responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine.

   Tabs should be used to separate the proposal into sections. The following items identified must be included behind the tabs listed below. Each section should contain both the section of the RFP referenced and the Offeror's response to that section. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

6. **Binder Tabs:**

   Tab 1 – Draft Contract and Offer and Contract Signature Form (Appendix A)

   a. Terms and Conditions Acceptance Form (Appendix B)

   Tab 2 – Products/Pricing Tab and Pricing Coefficients

   Tab 3 – Performance Capability

   a. OMNIA Partners documents

   Tab 4 – Qualification and Experience

   a. References

   Tab 5 – Additional Required Documents (Appendix C)

   a. Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)

b. Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)

c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)

d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)

e. Felony Conviction Notification (Appendix C, Doc #5)

f. Any additional agreements Offeror will require Participating Agencies to sign

7. Additional Agreements: If an Offeror requires additional agreements, a copy of the proposed agreement must be included with the proposal.

8. Open Records Policy: Proposals submitted in response to this RFP become a matter of public record subject to release after Contracts are executed. If an Offeror believes its response, or parts of its response, may be exempt from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" (Appendix C, Doc #1). Any unmarked information will be considered public information and released, if requested under the Public Information Act. Price is not confidential and will not be withheld.

   The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror or Contractor. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information. After completion of award, these documents will be available for public inspection.

9. Disclosures: By signing the Offer and Contract Signature Form, Offeror affirms:

   a) Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this proposal and any subsequent Contract.

      Offerors must include a complete description of any and all relationships that might be considered a conflict of interest in doing business with Region 4 ESC.

   b) To the best of Offeror's knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other Offerors or potential Offerors in the award of a Contract resulting from this RFP.

   c) Offeror is not currently delinquent in the payment of any franchise taxes.

d) The individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

10. Waiver: By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against Region 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

    Region 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by Region 4 ESC.

11. Conditions of Submitting Proposal: Submission of a proposal confers no right on an Offeror to an award or Contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a Contract. Prior to submission due date and time, Region 4 ESC reserves the right to amend the terms and provisions of the RFP, extend the deadline for submission of proposals, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. A proposal may be rejected if it fails to meet any requirement of this RFP.

12. Mailing of Proposals: All proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

    From_____

    Company_____

    Address_____

    City, State, Zip _____

    Solicitation Name and Number _____Due Date and Time_____

13. Amendment of Proposal: A proposal may be amended prior to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

14. Withdrawal of Proposals: Withdrawal of proposals prior to the opening date will be permitted by a written letter or electronic mail from the Offeror. Telephonic or oral withdrawals shall not be considered. After the opening date consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case, Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any Contract entered into prior to Region 4 ESC receiving notice must be honored. No Offeror should assume their

withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

15. Offer and Acceptance Period: In order to allow for an adequate evaluation, Region 4 ESC requires a proposal in response to this RFP to be valid and irrevocable for one-hundred twenty (120) days after the proposal due date and time.

16. Non-Responsive Proposals: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the Contract, and the Offeror shall receive notice of the non-award of its proposal.

17. Discussions: Region 4 ESC reserves the right to conduct discussion with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify a proposal and assure full understanding of, and responsiveness to, the RFP requirements.

18. Negotiations: In the event Region 4 ESC decides to conduct negotiations, exclusive or concurrent negotiations may be conducted with Offerors reasonably susceptible for award. During the course of negotiations, no Offeror's proposal, including pricing, shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Exclusive or concurrent negotiations shall not constitute a Contract award, nor shall it confer any property rights to the successful Offeror. In the event Region 4 ESC deems negotiations are not progressing, Region 4 ESC may formally terminate these negotiations and may enter into subsequent exclusive or concurrent negotiations with the next most qualified Offeror(s).

19. Best and Final Offer: Region 4 ESC, in its sole discretion, may request Offerors reasonably susceptible for award to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior submission will be considered its Best and Final Offer.

20. Specifications: When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members. References to manufacturer's specifications ("Design Guides"), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

21. Quality of Materials or Services: Offeror shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Offeror is proposing the exact brand name and number specified or mentioned in the solicitation. However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

22. Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.

23. Formation of Contract: A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a Contract until it is awarded by Region 4 ESC. A Contract is formed when Region 4 ESC's board signs the Offer and Contract Signature Form. The signed Offer and Contract Signature Form provided with the RFP response eliminates the need for a formal signing process.

24. Multiple Awards: Region 4 ESC reserves the right to award Contract(s) to multiple Offerors. The decision to award multiple Contracts, award only one Contract, or to make no awards rests solely with Region 4 ESC.

25. Non-Exclusive: Any Contract resulting from this solicitation shall be awarded with the understanding and agreement it is for the sole convenience and benefit of Region 4 ESC. Region 4 ESC reserves the right to obtain like goods and services from other sources.

26. Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. Protests shall be filed with Robert Zingelmann, Chief Financial Officer, Finance and Operations Services, and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:

    a) Name, address and telephone number of protester;
    b) Original signature of protester or its representative;
    c) Identification of the solicitation by RFP number;
    d) Detailed statement of legal and factual grounds including copies of relevant documents; and
    e) the form of relief requested.

    Any protest review and action shall be considered final with no further formalities being considered.

IV. EVALUATION PROCESS AND CRITERIA

1. Region 4 ESC will conduct a comprehensive, fair and impartial evaluation of submittals received in response to this request. A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. Experiences with Region 4 ESC and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience. In evaluating the responses, the following predetermined criteria is considered:

   a) Products/Pricing (40 Points)
   b) Performance Capability (30 Points)
   c) Qualification and Experience (20 Points)
   d) Value Add (10 Points)

2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

   a) Products/Pricing

   i. Offerors shall provide pricing based on a discount from a manufacturer's 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 manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, 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. Discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum the Awarded Offeror must hold the proposed price list firm for the first 12 months after the contract award. Offerors may elect to limit their proposals to any category or categories. Services such as installation, delivery, technical support, training, and other services must be priced or listed as free in order to be offered on the contract. Unlisted services will not be accepted.

   ii. Offerors shall complete and provide pricing and pricing coefficients in the Pricing Tab attached herein.

   iii. Is pricing available for all products and services?

   iv. Provide pricing for warranties on all products and services.

   v. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large projects, single ship to location, growth, annual spend, guaranteed quantity, etc.

   vi. Describe how customers verify they are receiving Contract pricing.

   vii. Describe payment methods offered.

   viii. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

ix. Describe how future product introductions will be priced and align with Contract pricing proposed.

x. Quality Assurance/Quality Control Program - Offeror shall submit a QA/QC plan within with their submittal. This plan shall detail the day-to-day surveillance of work and provide documentation of deficiencies and corrective actions. It should note subcontractor compliance issues and trend analysis and how inspectors will interface and work with both the subcontractors and the Participating Public Agency's staff.

xi. Provide any additional information relevant to this section.

Special Offers/Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

Federal Funding Pricing**.** Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

b) Performance Capability

i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners

Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
iv. Describe how Offeror responds to emergency services request.
v. Describe Offeror's ability to meet service and warranty needs.
vi. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.
vii. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.
viii. Describe Offeror's contract implementation/customer transition plan.
ix. Describe the financial condition of Offeror.
x. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.
xi. Describe the Offeror's safety record.
xii. Performance Bond Plan - Offeror shall submit a detailed performance bond plan that will meet the Participating Public Agency's local and state statutory requirements. The Offeror is required to be knowledgeable and current on all statutory requirements for bonding. This should include, but is not limited to, a letter from a surety company that is licensed to do business in the states being proposed in the submittal. Offerors shall also provide a written statement acknowledging that they can provide surety letters for any affiliates to Region 4 ESC or participating agencies upon request. Offerors may need to provide additional capacity as work orders increase. Bonds will not require that a fee be paid to Region 4 ESC. The actual cost of the bond will be a pass-through expense to the Participating Public Agency and added to the purchase order.
xiii. Safety/Environmental Plan - Offeror shall submit a detailed safety plan with their submittal. It should specifically address how the Offeror will implement this plan with the subcontractors. The safety plan will need to address OSHA compliance, environmental compliance, drug testing, trend analysis and noncompliance corrective action. It should also state whether a safety officer will interact with the Participating Public Agency's staff and management of safety and environmental issues while working in occupied areas.
xiv. Provide any additional information relevant to this section.

c) Qualification and Experience

i. Provide a brief history of the Offeror, including year it was established and corporate office location.
ii. Describe Offeror's reputation in the marketplace.
iii. Describe Offeror's reputation of products and services in the marketplace.
iv. Describe the experience and qualification of key employees.
v. Describe Offeror's experience working with the government sector.

vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

vii. References: Provide a minimum of 5 public agency customer references relating to the products and services within this RFP. Two (2) of these customer references should be for projects delivered through the job order contracting (JOC) delivery method. All references should be for services within the past three (3) years. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

viii. Subcontracting Plan and/or Explanation of Applicable Affiliate Relationships - Offeror shall submit a subcontracting plan with their submittal. This plan will explain the subcontracting procedures providing assurances that the subcontractors meet the same high standards as the contractor. This will include a subcontractor's log, subcontractor qualification form, felony conviction notice and child and sex offender notice. This plan will also address how the Offeror will implement this safety plan with subcontractors (may reference the Offeror's safety plan). The subcontractors will be held to the same standards as the Awarded Offeror.

A distinct portion of the subcontracting plan must deal with attracting, utilizing and mentoring small and disadvantaged businesses including how your company will attract these firms. Describe how your company will institute a prompt payment plan upon completion and acceptance of their work and how your company will make progress payments to subcontractors on long term job orders.

The Offeror shall submit a plan detailing the relationship with any applicable affiliates that may do work under this contract. This submittal should include, but is not limited to, work history, credentials, PO processes, and process to maintain upstanding workmanship and service.

ix. Provide any additional information relevant to this section.

d) Value Add

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

3. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

4. Past Performance: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

5. Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
	Water Resistant Roofing		
1	Pressure cleaning, vertical walls	SF	
2	Pressure cleaning, horizontal surfaces	SF	
3	Roof scanning to identify wet or substandard room components to be removed	SF	
4	Asphalt emulsion coating, waterproofing, brush applied, per coat	SF	
5	Rubberized coating waterproofing, brush applied, per coat	SF	
6	Vinyl/acrylic resin, damp proofing, brush applied per coat.	SF	
7	Non-pigmented synthetic resin, waterproofing, one coat sprayed on	SF	
8	Caulking: remove existing, clean and prime joint	LF	
9	Caulking, epoxied urethane compound, 2 component, 1/4” x 1/4”, in place	LF	
10	Caulking, polyurethane, 1 component, 1/4” x 1/4”, in place	LF	
11	Caulking, polyurethane, 1 component, 1/2” x 1/2”, in place	LF	
12	Caulking, silicone rubber, 1 component, 1/4” x 1/4”, in place	LF	
13	Caulking, epoxied urethane compound, 2 component, 1/4” x 1/4”, in place	LF	
14	Caulking, silicone rubber, 1 component, 3/4” x 3/8”, in place	LF	
15	Backer rod, polyethylene, 3/8” diameter, installed in prepared opening	LF	
16	Backer rod, polyethylene, 1/2” diameter, installed in prepared opening	LF	
17	Backer rod, polyethylene, 3/4” diameter, installed in prepared opening	LF	
18	Backer rod, polyethylene, 1” diameter, installed in prepared opening	LF	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
19	Building paper, asphalt felt sheathing paper, 1 ply, 15#, in place	SF	
20	Building paper, asphalt felt sheathing paper, 1 ply, 40#, in place	SF	
21	Building paper, red rosin paper, 5 square rolls, 4#, in place	SF	
22	Vapor retarder adhered, 2 ply inorganic, glass Type 15, applied in Type IV (or appropriate type) asphalt, in place	SF	
23	Vapor retarder, 2 ply organic, Type 15 pound, applied in Type IV asphalt (or appropriate type), in place	SF	
24	Vapor retarder; 2-ply inorganic, glass, Type IV, applied in cold adhesive to 4’ x 8’ x 1/4” glass-mat embedded, water resistant gypsum core panel mechanically fastened	SF	
	Insulation		
1	Demolition of roof insulation, per inch of depth	SF	
2	Demolition of lightweight cementitious fills, per inch of depth	SF	
3	Roof deck insulation, Isocyanurate in 4’ x 4’ or 4’ x 8’ sheets with fiberglass facers, 1” thick, R-6.6, applied Type IV asphalt		
3a	Hot applications	SF	
3b	Cold applications	SF	
4	Roof deck insulation, Isocyanurate in 4’ x 4’ or 4’ x 8’ sheets with fiberglass facers, 1 1/2” thick, R-10.0, applied Type IV asphalt		
4a	Hot applications	SF	
4b	Cold applications	SF	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
5	Roof deck insulation, Isocyanurate in 4’ x 4’ or 4’ x 8’ sheets, 1” thick, R-6.6, mechanically fastened	SF	
6	Roof deck insulation, Isocyanurate in 4’ x 4’ or 4’ x 8’ sheets with fiberglass facers, 1 1/2” thick, R-10.0, mechanically fastened	SF	
7	Roof deck insulation, fiberboard in 4’ x 4’ sheets, 1/2” thick, R-1.39, applied Type IV asphalt		
7a	Hot applications	SF	
7b	Cold applications	SF	
8	Roof deck insulation, fiberboard in 4’ x 8’ sheets, 25/32” thick, R-2.4, installed hot/cold or mechanically attached coated six sides		
8a	Hot applications	SF	
8b	Cold applications	SF	
8c	Mechanically attached	SF	
9	Roof deck insulation, fiberboard in 4’ x 4’, 1” thick, R-2.78, applied Type IV asphalt (or appropriate asphalt), coated six sides		
9a	Hot applications	SF	
9b	Cold applications	SF	
10	Roof deck insulation, fiberboard in 4' x 4' sheets, 1/2” thick, R-1.39, mechanically fastened, coated six sides	SF	
11	Roof deck insulation, fiberboard in 4’ x 4’, 1” thick, R-2.78, mechanically fastened, coated six sides	SF	
12	Roof deck insulation, lightweight cellular wire reinforced concrete fill, R-value depending on thickness, per inch of depth	SF	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
13	Roof deck insulation, vermiculite at 1/8:12, R-value depending on thickness, per inch of depth	SF	
14	Roof deck insulation, vermiculite at 1/4:12, R-value depending on thickness, per inch of depth	SF	
15	Roof deck insulation, gypsum panels, 3” thick	SF	
16	Roof deck insulation, Isocyanurate (black facer only), tapered, 1/8” per foot slope, Type IV asphalt, per inch of depth	SF	
17	Roof deck insulation, Isocyanurate (black facer only), tapered, 1/4” per foot slope, Type IV asphalt, per inch of depth	SF	
18	Cold insulation adhesive	SF	
19	CDX Gypsum, 1/4" x 4' x 8'		
19a	Mechanically attached	SF	
19b	Set into adhesive	SF	
20	CDX Gypsum, 1/2" x 4' x 8'		
20a	Mechanically attached	SF	
20b	Set into adhesive	SF	
21	CDX Gypsum with fiberglass, facer: 1/4" x 4' x 8'		
21a	Mechanically attached	SF	
21b	Set into adhesive	SF	
22	CDX Gypsum with fiberglass facer: 1/2” x 4’ x 8’		
22a	Mechanically attached	SF	
22b	Set into adhesive	SF	
	Roof Tiles and Shingles		
1	Remove composition shingles and felts to decking	SF	
2	Test for asbestos prior to removal	SF	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
3	Remove clay, concrete, or slate roof tiles to decking	SF	
4	Remove wood shingles and felts to decking	SF	
5	Shingles, fiberglass, Class A, 25-year strip shingles, slopes 3:12 or greater	SF	
6	Shingles, fiberglass, Class A, 30-year, premium laminated multilayered	SF	
7a	Replace clay or concrete roof tiles	Each	
7b	Replace/repair other shingles	Each	
8	Self-adhering ice and water shield membrane for shingles, tiles, metal waterways, penetrations, valleys, ridges, edges, etc.	SF	
	Roofing and Roof Restoration		
1	Remove built-up roof, multi-ply aggregate, non-asbestos, 1" thick or less	SF	
2	Remove single-ply roof: ballast, and membrane only	SF	
3	Remove single-ply roof, membrane partially or fully adhered	SF	
4	Remove single-ply roof, membrane mechanically attached	SF	
5	Remove copper sheet roofing	SF	
6	Base sheet, 3-ply fiberglass, Type IV (or appropriate type) asphalt (17 year roof)	SF	
7	Base sheet, 4-ply fiberglass, mechanically attached (17-year roof)	SF	
8	Fiberglass cap finishing membrane	SF	
9	Base sheet with 2 ply, fiberglass felts, Type IV asphalt (or appropriate type)	SF	
10	Base sheet with 3 ply, fiberglass felts, Type IV asphalt (or appropriate type)	SF	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
11	Base sheet mechanically attached with 4 ply, Type VI fiberglass felts, Type IV (or appropriate type) asphalt	SF	
2	Nail base sheet, 3 ply Type VI fiberglass felts, fiberglass cap, Type IV (or appropriate type) asphalt.	SF	
13	Base sheet with 4 ply; 2 polyester and 2 fiberglass felts, Type IV (or appropriate type) asphalt (20 year roof)	SF	
14	Built-up roof, base sheet with 3 ply polyester roofing sheet, Type IV (or appropriate type) asphalt (20 year roof)	SF	
15	Built-up roof, base sheet with 3 ply Type GS fiberglass, cold process adhesive (20 year roof)	SF	
16	Built-up roof base sheet plus 4 ply Type G2 fiberglass, cold process adhesive (30 year roof)	SF	
17	Built-up roof, base sheet, 1 ply Type VI fiberglass, 1 ply modified bitumen sheet, fire rated, Type IV asphalt (15 year roof)	SF	
18	Built-up roof, base sheet, 2 ply polyester roofing sheet, 1 ply modified bitumen sheet, fire rated, Type IV asphalt (or appropriate type) (20 year roof)	SF	
19	Built-up roof, base sheet, G-2, 33 lb., mechanically attached	SF	
20	Built-up roof, base sheet, G-2, 33 lb., Type IV asphalt	SF	
21	Built-up roof, premium asphalt, added cost per ply per square foot	SF	
22	Built-up roof, modified bitumen adhesive, added cost per ply per square foot	SF	
23	Built-up roof, surface with cold asphaltic surfacing adhesive and gravel	SF	
24	Built-up roof, surface with emulsion and granules	SF	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
25	Built-up roof, surface with emulsion and aluminum coating	SF	
26	Built-up roof, surface with emulsion and white elastomeric coating	SF	
27	Built-up roof, surface with aluminum coating or paint	SF	
28	Built-up roofing, surface with high solids white elastomeric coating	SF	
29	Built-up roofing repairs; fibered asphalt mastic, brush grade, with fiberglass mesh.	SF	
30	Built-up roofing repairs; pitch-based mastic, with fiberglass mesh	SF	
31	Built-up roofing repairs; elastomeric mastic, with fiberglass mesh	SF	
32	Built-up roofing restoration, coal tar pitch roofs	SF	
33	Built-up roofing restoration, odorless, coal tar pitch or asphalt roofs	SF	
34	Single-ply roof, CSPE, 45 mils reinforced, asbestos free, mechanically fastened	SF	
35	Single-ply roof, CSPE, 60 mils reinforced, asbestos free, mechanically fastened	SF	
36	Single-ply roofing repairs (CSPE, PVC, and EPDM)		
36a	CSPE	SF	
36b	PVC	SF	
36c	EPDM	SF	
37	Flashing membrane, 2 ply, Type IV or Type VI fiberglass	SF	
38	Flashing membrane, 1 ply polyester and 1 ply modified bitumen	SF	
39	Flashing membrane, 2 ply, polyester	SF	
40	Flashing membrane, CSPE	SF	
41	Flashing membrane, CSPE with aluminum coating	SF	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
42	Polyurethane foam roofing	SF	
43	Additional Polyurethane foam coating	SF	
44	Single-ply roof, EDPM, 45 mils reinforced, mechanically fastened	SF	
45	Single-ply roof, EDPM, 60 mils fully adhered	SF	
46	Built-up roof, base sheet with 3 ply trilaminate ply, cold process adhesive (25 year roof)	SF	
47	Built-up roof, surface with premium asphalt, and gravel.	SF	
48	Built-up roof, surface with Fire Retardant Aluminum coating or paint, single coat	SF	
49	Modified Bitumen roof, base sheet, cap sheet, cold Modified Bitumen Adhesive	SF	
50	Built-up roof, 3 ply fiberglass felts, Type IV asphalt	SF	
51	Single ply Roof, 45 mils fully adhered with bonding adhesive	SF	
52	Single ply roof, TPA Fleece Back, 45 mils fully adhered with hot asphalt	SF	
53	Single ply roof, 45 mils mechanically attached	SF	
54	Base sheet mechanically attached with 3 ply fiberglass felts, Type 1 - Coal Tar Pitch	SF	
55	Base sheet mechanically attached with 3 ply Organic felts, Type 1 - Coal Tar Pitch	SF	
56	Built-up roof, 4 ply Fiberglass felts, Type 1 Coal Tar Pitch	SF	
57	Build-up roof, 4 ply Organic felts, Type 1 Coal Tar Pitch	SF	
58	Built-up roof, surface with hot Coal Tar Pitch and gravel	SF	
59	Single ply repairs using 2 coat polyurethane, elastomeric coating system	SF	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
60	Single ply repairs at laps or defects using 2 coats elastomeric coating system with reinforcement	SF	
61	Single ply roof, TPA fleece back, 60 mils fully adhered with hot asphalt	SF	
62	Single ply roof 60 mils fully adhered with bonding adhesive	SF	
63	Built-up roof, 1 ply Trilaminate, 1 ply Modified Bitumen Sheet, fire rated	SF	
	Masonry		
1	Brick, remove and reset, 1 to 50 sq ft	SF	
2	Brick, remove and reset, over 50 sq ft	SF	
3	Block, remove and reset	SF	
4	Coping stones, remove and reset	Each	
5	Brick, block or coping removal	Each	
6a	Brick, block and brick exterior wall maintenance, repair and application of protective coatings.		
6b	Selective Demolition of Concrete Block Masonry Units (CMU) with perimeter saw cutting- swingstage 4", 6" and 8" block (high-rise)	Each	
6c	Selective Demolition of Brick Masonry Units with perimeter saw cutting - swingstage one, two, and three wythe (high-rise)	SF	
6d	Selective Demolition of Brick Masonry Units with perimeter saw cutting - scaffolding one, two and three wythe (low-rise)	SF	
7	Selective Demolition of Mortar Joint with Perimeter Sawcutting – Swingstage (high-rise)		
7a	Removal of existing mortar (½" wide by ¾" depth)	SF	
7b	Removal of existing mortar (¾" wide by ¾" depth)	SF	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
7c	Removal of existing mortar (½" wide by 1½" depth)	SF	
7d	Removal of existing mortar (¾" wide by 1½" depth)	SF	
8	Selective Demolition of Mortar Joint with Perimeter Sawcutting – Scaffolding (low-rise)		
8a	Removal of existing mortar (½" wide by ¾" depth)	SF	
8b	Removal of existing mortar (¾" wide by ¾" depth)	SF	
8c	Removal of existing mortar (½" wide by 1½" depth)	SF	
8d	Removal of existing mortar (¾" wide by 1½" depth)	SF	
9	New Pointing Work – Swingstage (high-rise)		
9a	Furnish and install new mortar (½" wide by ¾" depth)	SF	
9b	Furnish and install new mortar (¾" wide by ¾" depth)	SF	
9c	Furnish and install new mortar (½" wide by 1 ½" depth)	SF	
9d	Furnish and install new mortar (¾" wide by 1 ½" depth)	SF	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
10	New Pointing Work – Scaffolding (low-rise)		
10a	Furnish and install new mortar (½" wide by ¾" depth)	SF	
10b	Furnish and install new mortar (¾" wide by ¾" depth)	SF	
10c	Furnish and install new mortar (½" wide by 1 ½" depth)	SF	
10d	Furnish and install new mortar (¾" wide by 1 ½" depth)	SF	
11	Removal of Roof Parapets – Swingstage (high-rise)		
11a	Removal of 3 wythe brick parapet wall (24" high)	SF	
11b	Removal of 3 wythe brick parapet wall (42" high)	SF	
11c	Removal of 2 wythe brick parapet wall (24" high)	SF	
11d	Removal of 3 wythe brick parapet wall (42" high)	SF	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
12	Removal of Roof Parapets – Scaffolding (low-rise)		
12a	Removal of 3 wythe brick parapet wall (24” high)	SF	
12b	Removal of 3 wythe brick parapet wall (42” high)	SF	
12c	Removal of 2 wythe brick parapet wall (24” high)	SF	
12d	Removal of 3 wythe brick parapet wall (42” high)	SF	
13	Reconstruction of Brick Masonry Roof Parapets – Swingstage (high-rise)		
13a	New brick masonry parapet w/stone coping and flashings (3 wythe - 24” high)	SF	
13b	New brick masonry parapet w/stone coping and flashings (3 wythe - 42” high)	SF	
13c	New brick masonry parapet w/stone coping and flashings (2 wythe - 24” high)	SF	
13d	New brick masonry parapet w/stone coping and flashings (2 wythe - 42” high)	SF	
14	Reconstruction of Brick Masonry Roof Parapets – Scaffolding (low-rise)		

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
14a	New brick masonry parapet w/stone coping and flashings (3 wythe - 24" high)	SF	
14b	b) New brick masonry parapet w/stone coping and flashings (3 wythe - 42" high)	SF	
14c	c) New brick masonry parapet w/stone coping and flashings (2 wythe - 24" high)	SF	
14d	d) New brick masonry parapet w/stone coping and flashings (2 wythe - 42" high)	SF	
15	New Throughwall Flashings – Swingstage (high-rise)		
15a	Removal of 4 courses 1 wythe brick wall w/Temporary Shoring	SF	
15b	Removal and replacement of steel lintel	SF	
15c	Furnish and install new flashings (Bituthane)	SF	
15d	Furnish and install new flashings (Lead coated copper)	SF	
15e	Parging and waterproofing of back-up wall	SF	
16	New Throughwall Flashings – Scaffolding (low-rise)		
16a	Removal of 4 courses 1 wythe brick wall w/Temporary Shoring	SF	
16b	Removal and replacement of steel lintel	SF	
16c	Furnish and install new flashings (Bituthane)	SF	
16d	Furnish and install new flashings (Lead coated copper)	SF	
16e	Parging and waterproofing of back-up wall	SF	
17	Brick Masonry/Stone Stabilization		

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
17a	Drilling and installation of new friction pins with mortar cap	SF	
17b	Drilling and installation of new friction pins for lime stone with mortar cap	SF	
18	Limestone Removal and Replacement.		
18a	Removal of existing deteriorated architectural limestone	SF	
18b	Furnish and install new limestone replacement.	SF	
18c	Replacement of stone with lightweight polymer resin to match	SF	
18d	Minor patching of existing stone to match	SF	
19	Terra Cotta Removal and Replacement.		
19a	Removal of existing deteriorated architectural Terra Cotta	SF	
19b	Furnish and install new Terra Cotta replacement.	SF	
19c	Replacement of stone with lightweight polymer resin to match	SF	
19d	Minor patching of existing stone to match	SF	
20	Roof Coping Stones.		
20a	Removal of existing roof coping stones (16 inches)	SF	
20b	Removal and parging of existing substrate	SF	
20c	Furnish and install new lead coated copper flashings	SF	
20d	Drilling and epoxy grouting stainless steel pins	SF	
20e	Reinstallation of existing stones with cleaning	SF	
20f	Furnish and install new coping stones	SF	
20g	Furnish and install new sealants between coping stones.	SF	
20h	Cleaning and coating of existing stones.	SF	
21	CMU Backup Wall Repair and Waterproofing.		

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
21a	Replacement of Deteriorated CMU Back-up	SF	
21b	Parging of CMU back-up wall	SF	
21c	Waterproofing of back-up wall	SF	
22	Brick Masonry Piers		
22a	Isolated repair of existing masonry piers (removal and replacement)	SF	
22b	Reconstruction of isolated areas of pier	SF	
22c	Construction of new masonry piers.	SF	
23	Crack Repair		
23a	Drill and install new stainless steel pins.	Each	
23b	Grouting of open cracks	SF	
23c	Replacement of cracked bricks	SF	
24	Concrete Removal		
24a	Perimeter sawcutting	SF	
24b	Removal of existing concrete (2” depth).	SF	
24c	Removal of existing concrete (3.5” depth).	SF	
25	New Concrete and Coating		
25a	Placement of new high strength patching mortar (2” depth)	SF	
25b	Placement of new high strength patching mortar (3.5” depth).	SF	
25c	Cleaning and coating of concrete surface.	SF	
25d	Sidewalk Bridging.	SF	
25e	Temporary Roof Protection	SF	
26	**Metal Work**		
26a	Remove standard metal decking	SF	
26b	Install metal decking; 1-1/2" deep, 20 gauge, standard profile	SF	
27	Install steel plate, two sizes	SF	
27a	10 Gauge, standard application	SF	
27b	Extra heavy-duty 1/4th inch	SF	
28	Remove metal counterflashing	LF	
28a	Counterflashing, galvanized, 24 gauge, 6" width	LF	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
28b	Counterflashing, copper, 16 oz., 6" width	LF	
29	Remove metal edge, gravel stop, eave strip, or coping	LF	
29a	Metal edge raised, galvanized steel fascia/eave drip; 6" face, hemmed, continuous cleat, 3" deck flange	LF	
29b	Gravel stop, galvanized steel, 24 gauge, 6" face	LF	
30	Remove metal gutter	LF	
30a	Gutter, galvanized steel, ASTM 526, with 12.5oz./square foot galvanized coating, 24 gauge, 5" box or ogee style, joints and end caps shall be soldered	LF	
30b	Gutter, aluminum, .050" thick 5" box or ogee, painted, Kynar finish	LF	
30c	Gutter, copper, 16 oz, half round, 5" wide	LF	
30d	Gutter, copper, 16 oz, half round, 6" wide	LF	
31	Remove metal downspouts	LF	
31a	Downspouts, aluminum, .024" thick, 3" x 4", painted, installed	LF	
31b	Downspouts, GI, 24 gauge 3" x 4" installed	LF	
31c	Downspouts, GI, 24 gauge, 4" round, installed	LF	
31d	Downspouts, copper, 16 oz., 6" round, installed	LF	
31e	Downspouts, strainer	Each	
31f	Metal flashing, apron flashing, 9" wide	LF	
31g	Metal flashing, step flashing	Each	
31h	Metal splash pan, 16 oz.	Each	
31i	Metal trim, aluminum, .032" thick, painted	SF	
31j	Metal storm collar	Each	
31k	Metal coping, galvanized steel, 24 gauge, standing seam	SF	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
31L	Metal coping, galvanized steel, 24 gauge, with butt plate	SF	
31m	Resolder joints in sheet metal	LF	
31n	Metal edge, aluminum, 0.50 thick 6" face painted	SF	
31n	Metal edge, aluminum, free floating fascia system	SF	
31o	Parapet wall metal	SF	
31p	Metal edge, anodized finished aluminum, free floating fascia system 8 inches	SF	
31q	Metal edge, high performance fluorocarbon finished aluminum, free floating fascia system 8 inches	SF	
31r	Metal edge, anodized finished aluminum, free floating fascia system 6 inches	SF	
31s	Metal edge, high performance fluorocarbon finished aluminum, free floating fascia system 6 inches	SF	
32	New Aluminum Metal Cladding		
32a	Furnish and install new uninsulated aluminum wall cladding	SF	
32b	Furnish and install new insulated aluminum wall cladding	SF	
32c	Furnish and install new insulated aluminum wall cladding panels (Architecture	SF	
32d	Cladding of roof parapet walls with copings.	SF	
33	New Exterior Insulation and Finish System (EIFS)		
33a	New Exterior Insulation and Finish System (EIFS)	SF	
33b	New Exterior Insulation Finish System (EIFS) w/o insulation	SF	
33c	New Metal Copings.	SF	
34	Surface Preparation		
34a	Cleaning of existing steel and surface.	SF	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
34b	Coating of existing reinforcement	SF	
34c	Exterior rated gypsum board sheathing and substrate	SF	
35	**Woodwork**		
35a	Demolition of plywood or standard 1” x 6” decking	SF	
35b	Demolition of standard 2” x 6” tongue and groove decking	SF	
35c	Plywood decking, CDX, 1/2” thick (or 15/32" optional)	SF	
35d	Plywood decking, CDX, 5/8” thick	SF	
35e	Plywood decking, CDX, 3/4” thick	SF	
35f	Standard 1” x 6” decking, tongue and groove	SF	
35g	Standard 2” x 6” tongue and groove decking	SF	
35h	Cants, wood fiber, trapezoidal, 1 1/2” x 5 5/8”	LF	
35i	Cants, SBX treated wood, 4” x 4” diagonal	LF	
35j	Nailer, SBX treated wood, 1” x 4”	LF	
35k	Nailer, SBX treated wood, 2” x 4”	LF	
36	Nailer, SBX treated wood		
36a	2" x 6"	LF	
36b	2" x 8" optional	LF	
36c	Curbing, SBX treated wood, 2” x 12”	LF	
37	Joist, fir		
37a	2” x 6”	LF	
37b	2" x 8" optional	LF	
38	Joist, fir		
38a	2" x 10"	LF	
38b	2" x 12" optional	LF	
39	**Standing Seam Metal Roof System (SSMRS) Price Each Specification Using Line Items**		

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
39a	Pre-Engineered SSMRS, products (20-year roof)	SF	
39b	Subpurlins	LF	
39c	Roof panel installation	SF	
39d	Field forming of panels	SF	
39e	Concealed anchor clips	Each	
39f	Vapor retarder installation	SF	
39g	Insulation installation	SF	
39h	Gutters (SSMRS only)	LF	
39i	Gutter liners	SF	
39j	Flashing	LF	
39k	Expansion joints	LF	
40	Finishing touches (no additional cost in contract)		
40a	Snow retention assemblies	LF	
40b	Self-adhering ice and water shield membrane for shingles, tiles, metal waterways, penetrations, valleys, ridges, edges, etc.	LF	
41	**Roof Specialties and Accessories**		
41a	Remove roof hatch	Each	
41b	Roof hatch, aluminum, 2’6” x 3’0”	Each	
41c	Roof hatch, aluminum, larger sizes	SF	
41d	Remove existing roof drain, except plumbing	Each	
41e	Install new roof 4" drain, except plumbing	Each	
41f	Install new roof 6" drain, except plumbing	Each	
41g	Reflash existing roof drain	Each	
41h	Plumbing stack, 4# lead flashing	Each	
41i	Scupper, sheet steel, 24 gauge ASTM A 526, match existing configuration	Each	
41j	Remove existing walkway, built-up roofs	SF	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
41k	Walkway, built-up roofs, desert tan fiberglass	LF	
41L	Walkway, built up roofs, non skid	LF	
42	Walkway, single ply roof		
42a	30" wide roll goods, tape attached	LF	
42b	30" wide roll, hot asphalt attached	LF	
42c	30" wide roll, adhesive attached	LF	
42d	Roof ventilators	Each	
42e	Roof ladder, steel, bolted to concrete, up to 20 feet, without cage	LF	
42f	Roof ladder, steel, bolted to concrete, 20 feet and up, with cage; with intermediate landings as required by Code	LF	
42g	Roof ladder, security ladder guard	Each	
42h	Termination bar, aluminum, 1/4” x 1”	LF	
42i	Pitch pocket, 24 gauge, GI, 6” x 6”, with storm collar hemmed to outside, soldered corners and seams	Each	
42j	Pitch pocket, 24 gauge, GI, 8” x 8”, with storm collar, hemmed to oytside, soldered corners and seams	Each	
43	Pitch pocket, resurface top only		
43a	8" x 8"	Each	
43b	12" x 12"	Each	
43c	Expansion joint, butyl or neoprene bellows, galvanized flange	LF	
43d	Expansion joint, CSPE reinforced	LF	
43e	Repair kit for dry repairs	Each	
43f	Repair kit for wet repairs	Each	
44	Skylights (price each size and lens combination)		
44a	Standard 3' x 5', 4' x 4', 4' x 8' with single clear lenses	SF	
44b	Standard 3' x 5', 4' x 4', 4' x 8' with clear double lenses	SF	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
44c	Skylight lense replacement only, clear	SF	
44d	Skylight lense replacement only, double clear	SF	
45	Security/fall bars for skylights		
45a	3' x 5'	Each	
45b	4' x 4'	Each	
45c	4' x 8'	Each	
45d	Special sizes	SF	
46	**Roof Services**		
46a	Asbestos core testing and patch of existing roof surface	Each	
46b	Core analysis, 14” x 14” and patch of existing roof surface	Each	
46c	Non destructive roof scan, up to 50,000 sq ft, full service each	Each	
46d	Additional foot over 50,000 sq ft	SF	
46e	Non destructive roof scan, up to 50,000 sq ft, limited service	Each	
46f	Additional foot over 50,000 sq ft	Each	
46g	Roof inspection services (visual inspection of roofing service/membrane, flashings, counterflashings, copings, parapets, trims, hatches, penetrations, curbs, roof-mounted equipment, etc. with a written report of findings and recommendations	Day	
46h	Field/shop drawings, up to 10,000 sq ft	SF	
46i	Field/shop drawings, 10,000-50,000 sq ft	SF	
46j	Field/shop drawings, over 50,000 sq ft	SF	
46k	Prime contractor’s warranty, restoration, less than 10,000 sq ft, minimum charge	Per Project	
46L	Prime contractor’s warranty, restoration, over 10,000 sq ft, minimum charge	Per Project	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
46m	Prime contractor's warranty, re-roof, total system, 15 year, less than 10,000 sq ft, minimum charge (Standard)	Per Project	
46n	Prime contractor's warranty, re-roof, total system, 15 year, less than 10,000 sq ft, minimum charge (includes 2, 5, 7, 10, 15 year inspections)	Per Project	
46o	Prime contractor's warranty, re-roof, total system, 15 year, more than 10,000 sq ft, minimum charge (Standard)	Per Project	
46p	Prime contractor's warranty, re-roof, total system, 15 year, more than 10,000 sq ft, minimum charge (includes 2, 5, 7, 10, 15 year inspections)	Per Project	
46q	Per diem rate per worker per 24 hour period of time	Per Day	
46r	Prime contractors per diem/costs for asbestos abatement planning	Day	
46s	Asbestos abatement activities, BUR removal and disposal of waste	SF	
46t	Project site is located 65 or more miles from the contractor's/subcontractor's yard/home location.	SF	
46u	Asbestos site monitoring	Day	
47	Annual or semi-annual roof housekeeping-per location		
47a	Cost once a year per location if less than 20,000 sq. ft.	SF	
47b	Cost per Sq.ft. per year per location if greater than 20,000 sq.ft.	SF	
47c	Cost semi-annual per location if less than 20,000 sq. ft	SF	
47d	Cost per Sq.ft. semi annual per location if greater than 20,000 sq.ft.	SF	
47e	Roof leak investigation	Day	
47f	Minor roof repair calls	Day	
47g	Difficult access or fall restriction; surcharge	Each	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
47h	Excessive hauling	Each	
47i	Work in secured areas or compounds; surcharge	Each	
48	Additional and occasional supplies, materials, equipment and services		
48a	Additional and occasional services Roofing supplies Discount off Retail Price List	% of Discount	
48b	Alternative Methods of Costing - percent of overhead/markup and profit added to cost	% of O/P	
48c	Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount	% of discount	
48d	Multiplier/factor to be applied to the R.S. Means costs.	% to be applied	
49	Deducts and add-ons for in lieu products (Place behind Tab 6)		
50	Special Rental Equipment (Priced based on 9.11.2 above)		
51	Cold and bad weather storage identify extra cost if any	Day	
52	Hourly Services Rates		
53	Structural Analysis/engineering services	Per Hour	
54	Architect/design professional services	Per Hour	
55	Roofing Consultant	Per Hour	
56	Labor Rate for Roofer	Per Hour	
57	**General Cost Factors**		
57a	Mileage rate	Per Mile	
57b	Performance and payment bond - bonding rate (percent of project)	Percent	
57c	Bonding capacity - total amount of capacity available	Dollar Amount	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
58	**Solar Panels System**		
58a			
58b			
58c			
58d			
58e			
58f			
	****NOTE: Complete and submit line items for this section.**		
	Value Add/Balance of Line		
	****NOTE: Complete and submit line items for this section.**		

Proposed Pricing Coefficient (s)

Please provide Coefficients for products and services not listed in the provided line items for states that you are proposing to do work in.

- **COEFFICIENTS NORMAL WORKING HOURS**; the priced coefficients for each region that you are willing to work in shall be listed for both regular hours (7A.M. to 6 P.M.)
- **COEFFICENT NON-NORMAL WORKING HOURS**; the priced coefficient for weekends, holidays and hours outside of regular hours. The coefficient must be rounded to the nearest second decimal place, e.g. .793 would be rounded to .79.

Coefficients:

State	Coefficient Normal Working Hours	Coefficient Non-Normal Working Hours	State	Coefficient Normal Working Hours	Coefficient Non-Normal Working Hours
Alabama			Missouri		
Alaska			Montana		
Arizona			Nebraska		
Arkansas			Nevada		
California			New Hampshire		
Colorado			New Jersey		
Connecticut			New Mexico		
Delaware			New York		
District of Columbia			North Carolina		
Florida			North Dakota		
Georgia			Ohio		
Hawaii			Oklahoma		
Idaho			Oregon		
Illinois			Pennsylvania		
Indiana			Rhode Island		
Iowa			South Carolina		
Kansas			South Dakota		
Kentucky			Tennessee		
Louisiana			Texas		
Maine			Utah		
Maryland			Vermont		
Massachusetts			Virginia		
Michigan			Washington		
Minnesota			West Virginia		
Mississippi			Wisconsin		
			Wyoming		

Note: Provide coefficients for the state(s) that you would like to be awarded. Region 4 ESC is looking for proposers that can provide service in multiple states.

Provide markup percentage on non-prepriced items _____.

APPENDIX A

DRAFT CONTRACT

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

RECITALS

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

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

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

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

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

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

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

   The anticipated full term of the contract is five (5) years. The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years.

Any job orders, project agreements or maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period.

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

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

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

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

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

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a

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

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

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

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name _____

Address _____

City/State/Zip _____

Telephone No. _____

Email Address _____

Printed Name _____

Title _____

Authorized signature _____

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

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

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

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)

DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

DOC #4 Texas Government Code 2270 Verification Form

DOC #5 Felony Conviction Notification

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

_____ _____

Date *Authorized Signature & Title*

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company _____

_____

_____

Address _____

_____

Phone _____

Fax _____

Contact

_____
Signature

_____
Printed Name

_____
Position with Company

Official Authorizing Proposal

_____
Signature

_____
Printed Name

_____
Position with Company

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, _____, as an authorized representative of

_____, a contractor engaged by
Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

_____ _____
Signature of Named Authorized Company Representative Date

Appendix C, DOC #5

FELONY CONVICTION NOTIFICATION

Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This Notice is Not Required of a Publicly-Held Corporation

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Offeror shall review §22.0834, Texas Education Code and 19 Texas Administrative Code §§153.1101 and 153.1117 regarding criminal history checks of school contractor employees. The rules define continuing duties related to contracted services, direct contact with students, covered contract employee and other relevant terms within the statute.

Except as otherwise provided herein, Offeror will obtain and certify in writing, before work begins, that the Offeror has received all criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Offeror/Contractor or Subcontractor, if the person has or will have continuing duties related to the contracted services, and the duties are or will be performed on Region 4 ESC's, or Participating Public Agency as applicable to the Texas Education Code, property where students are regularly present or at another location where students are regularly present. Awarded Offer(s) shall assume all expenses associated with the background checks and shall immediately remove any employee or agency who was convicted of, receive probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Region 4 ESC's property or other location where students are regularly present.

Offeror/Contractor or sub-contractors may not work on Region 4 ESC's, or Participating Public Agency where the Texas Education Code may be applicable, property where students are present when they have been convicted, received probation, or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;

2. Any sex offense;

3. Any crimes against persons involving:

    a. Controlled substances; or

    b. Property; or

4. Any other offense Region 4 ESC, or Participating Public Agency where the Texas Education Code may be applicable, believes might compromise the safety of students, employees or property.

I, _____, as an authorized representative of _____, the Offeror verify that:

A. My company **is not** owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____ Date: _____

B. My company **is owned** or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s) : _____

Date: _____

C. My company is a **publicly held** corporate, therefore, this reporting requirement is not applicable.

Signature of Company Official: _____ Date: _____

Appendix D

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Offeror's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Region 4 Education Service Center (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Roofing Products, Services and Job-Order-Contracting (JOC) Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)
B. Website
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $500M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Public Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Public Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed

pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Public Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and

conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

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

B. Total number and location of salespersons employed by Supplier.

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

D. Annual sales for the three previous fiscal years.

    a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

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

   a. Minority Women Business Enterprise

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   c. Historically Underutilized Business (HUB)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   d. Historically Underutilized Business Zone Enterprise (HUBZone)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   e. Other recognized diversity certificate holder

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

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

K. Felony Conviction Notice: Indicate if the supplier

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

   b. is not owned or operated by anyone who has been convicted of a felony; or

   c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

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

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

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

   ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

   i. Creation and distribution of a co-branded press release to trade publications

   ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

   iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

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

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

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

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

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

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for

the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the

foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of three percent (3%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

_____
_____
_____
_____

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of

this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector, Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO

CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **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	UniqueId	Rebate Due	Rebate Name

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Public 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 Public 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 Public Agency and the Participating Public 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 Public Agency expends federal funds, the Participating Public 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 Public Agency expends federal funds, the Participating Public 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 Public 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 Public 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 Public 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 Public 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 Public Agency, the offeror certifies that during the term of an award for all contracts by Participating Public 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)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Public Agency, the offeror certifies that during the term of an award for all contracts by Participating Public 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 Public Agency, the offeror certifies that during the term of an award for all contracts by Participating Public 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 Public Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Public Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Public 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 Public 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 Public 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 Public 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. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Check for YES: ☐

OR

Certificate of <u>Non-Compliance</u> with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does offeror agree? YES _____Initials of Authorized Representative of offeror

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: _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt *(See FAR 25.103*), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).*

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Transit Administration funds, offeror certifies that its products comply with the requirements of 49 U.S.C. 5323(j), 49 U.S.C. 5323(j)(1), and the applicable regulations of 49 CFR 661 and 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 Public 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 proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the

Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any

part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental,

developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C 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. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase,

acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes

clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

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: _____

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).

(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this

Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as

amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may

result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations,

"Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients,

and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

Stated Reason(s):_____
_____
_____

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, “FTA National Architecture Policy on Transit Projects,” 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-

rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Participating Public Agency.

2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor’s receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

2) A protest shall include:

    a. The name, address, and telephone number, including FAX number if available, of the protestor;

    b. The signature of the protestor or authorized representative;

    c. Identification of the contract/solicitation;

    d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

    e. The form of relief requested.

3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this

procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

    a. The items to be procured are urgently required;

    b. Delivery or performance will be unduly delayed by failure to make the award promptly; or

    c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

    a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or

    b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.
A protest filed with FTA shall:

    a. Include the name and address of the protestor.

    b. Identify the grantee, project number, and the number of the contract solicitation.

    c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

    Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Disclosure of Investment Activities in Iran, Russia and Belarus

DOC #7 New Jersey Business Registration Certificate

DOC #8 EEOAA Evidence

DOC #9 MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;

- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;

- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and

- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, _____ residing in
(name of affiant)
_____
(name of municipality)
in the County of _____ and State of
_____of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of
(title or position) (name of firm)
_____

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ _____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
_____.

Subscribed and sworn to

before me this day _____
Signature

_____, 2____

_____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A 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)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS
N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____

Printed Name of Authorized Agent *Signature of Authorized Agent*

_____ _____

Title *Date*

_____

Company Name

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: 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 proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT

EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT

RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR

TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR

BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR

COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR

GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR

JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR

MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR

NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR

PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR

SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR

UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:
ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT

CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT

EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE

NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES
ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

HEART OF APPALACHIA REGION (VIRGINIA) to include:

CITIES & TOWNS	COUNTIES
Bluefield, VA	Buchanan County, VA
Grundy, VA	Dickenson County, VA
Norton, VA	Lee County, VA
Town of Tazewell, VA	Russell County, VA
Big Stone Gap, VA	Scott County, VA
Clintwood, VA	Tazewell County, VA
St. Paul, VA	Wise County, VA

BLUE RIDGE HIGHLANDS REGION (VIRGINA) to include:

CITIES & TOWNS	
Abingdon, VA	Damascus, VA
Blacksburg, VA	Galax, VA
Bristol, VA	Marion, VA
Christiansburg, 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

Appomattox, VA
Ashland, VA
Blackstone, VA
Charlottesville, VA
Colonial Heights, VA
Chester, VA
Farmville, VA
Hopewell, VA
Lynchburg, VA
Petersburg, VA
Richmond, VA
Scottsville, VA
Wintergreen, VA

COUNTIES

Albemarie County, VA
Amelia County, VA
Amherst County, VA
Appomattox County, VA
Buckingham County, VA
Campbell County, VA
Chesterfield County, VA
Cumberland County, VA
Dinwiddie County, VA
Fluvanna County, VA
Goochland County, VA
Greene County, 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

Kilmarnock, VA
Warsaw, VA
Urbanna, VA
West Point, VA
Colonial Beach, VA
Tappahannock, VA

COUNTIES

Middlesex County, VA
Lancaster County, VA
Northumberland County, VA
Richmond County, VA
King William County, VA
King & Queen County, VA

Gloucester, VA
Irvington, VA

Mathews County, VA
Westmoreland County, VA
Essex County, VA
Gloucester County, VA
King George County, VA

COASTAL VIRGINIA - EASTERN SHORE REGION (VIRGINA) to include:

CITIES & TOWNS
Accomac, VA
Cape Charles, VA
Chincoteague Island, VA
Exmore, VA
Onanock, VA
Tangier Island, VA
Wachapreague, VA

COUNTIES
Northampton County, VA
Accomack County, VA

Tidewater COASTAL VIRGINIA - HAMPTON ROADS REGION (VIRGINA) to include:

CITIES & TOWNS
Charles City, VA
Chesapeake, VA
Franklin, VA
Hampton, VA
Newport News, VA
Norfolk, VA
Poquoson, VA
Portsmouth, VA
Smithfield, VA

Suffolk, VA
Virginia Beach, VA
Williamsburg, VA
Yorktown, VA

COUNTIES
Charles City County, VA
Isle of Wight County, VA
James City County, VA
New Kent County, VA
Southampton County, VA
Surry County, VA
York County, VA

NORTHERN VIRGNIA REGION (VIRGINA) to include:

CITIES & TOWNS
Alexandria, VA
Arlington, VA
Centreville, VA
Chantilly, VA
Clifton, VA
Culpeper, VA
Dulles, VA
Falls Church, VA

COUNTIES
Rappanhannock County, VA
Fauquier County, VA
Stafford County, VA
Spotsylvania County, VA
Caroline County, VA
Prince William County, VA
Fairfax County, VA
Loudoun County, VA

Fairfax, 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

Culpeper County, 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

COUNTIES

Brunswick County, VA

Emporia, VA
Martinsville, VA
South Boston, VA
South Hill, VA
Clarksville, 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
Lunenburg County Public Schools, VA
Lynchburg City Public Schools, VA
Madison County Public Schools, VA
Manassas City 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
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
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
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

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
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

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 23-04

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for
Roofing Products, Services and Job-Order0Contracting (JOC) Services

This Addendum No. 1 amends the Request for Proposals (RFP) for Roofing Products, Services and Job-Order-Contracting (JOC) Services ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Roofing Products, Services and Job-Order0Contracting (JOC) Services. Addendum No. 1 is hereby issued as follows:

This Addendum No. 1 is hereby issued to UPDATE THE SUBMITTAL DEADLINE

1. Page 1, Remove the submittal deadline and replace with the following:

SUBMITTAL DEADLINE: TUESDAY, JUNE 27, 2023, 2:00 PM CENTRAL TIME

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name _____

Contact Person _____

Signature _____

Date _____

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

Questions and Answers

Solicitation Number 23-04

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Roofing Products, Services and Job-Order-Contracting (JOC) Services

QUESTIONS AND ANSWERS

1. Question: Is the pricing for solar an option or will it be mandatory?

   Answer: See section PRODUCT / SERVICES SPECIFICATIONS section of RFP. Solar is not a mandatory product/service.

ROOFING PRODUCTS, SERVICES AND JOB-ORDER SERVICES PROPOSAL








POINT OF CONTACT

Weatherproofing Technologies, Inc.

Craig Nelson
VP WTI GC Strategy

216-496-0209
cnelson@wtiservices.com

SUBMITTED TO

OMNIA PARTNERS
REGION 4 EDUCATION SERVICE CENTER
for Roofing Products, Services and JOC Services

Solicitation Number 23-04

JUNE 27, 2023

This proposal includes data that shall not be disclosed outside OMNIA and their members and shall not be duplicated, used, or disclosed - in whole or in part - for any purposes other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the (customer) shall have the right to duplicate, use, or disclose that data to the extent provided in the resulting contract. This restriction does not limit the (customer's) right to use information contained in this data if it is obtained from another source without restriction. This data is also confidential information and trade secrets subject to 5 U.S.C. sec. 552(b)(4) and 18 U.S.C. sec. 1905.

COVER LETTER

6/23/2023

RE: Solicitation No. 23-04—Region 4 Education Service Center for Roofing Products, Services, and JOC Services

Weatherproofing Technologies Inc. ("WTI") and its affiliate Tremco CPG, Inc. (Tremco) are pleased to present our Region 4 ESC RFP Response. Our comprehensive response represents our approach and demonstrated success in providing the types of services requested in the RFP. We believe as evidenced from our many years of working under Region 4 ESC, OMNIA Partners contacts it is very clear we can provide the services and products required by OMNIA members. Managing facilities can be complex. Procuring comprehensive and cost effective solutions shouldn't be. Identifying the problem and defining the technical solution only solves part of the problem. OMNIA members want and need to procure high-quality, cost-effective, and comprehensive building envelope solutions without sacrificing transparency, which WTI can provide under the contract.

WTI brings 62 years of experience in delivering superior solutions to both basic and complicated exterior building, roofing, fall protection, parking garage, waterproofing, indoor air quality, HVAC restoration, paving, and flooring projects. While our affiliate company, Tremco, has been providing roofing and building envelope materials and services for more than 95 years.

Coupled with an extensive Tremco CPG portfolio, WTI and Tremco is the industry leader in providing roofing and building enclosure solutions. The Tremco portfolio includes Tremco Roofing and Building Maintenance, WTI, Tremco Commercial Sealants & Waterproofing, Dryvit Systems (insulated exterior finish system), Nudura (insulated concrete wall system), Prebuck LLC, (pre-engineered wall system), and Willseal (durable expansion joint systems). In tandem with WTI's full-service design build GC capabilities, these manufacturing resources, along with WTI Pure Air (HVAC analysis and restoration, disinfecting and sanitizing services), CanAm (building envelope sealing) and sister company, Stonhard (sustainable and high performance flooring) give OMNIA members a unique, single point of contact for all their building envelope, flooring and paving needs. In addition, WTI's National Cooperative Contractor Network provides OMNIA members with another way to compliantly procure solutions through a network of highly qualified, local, best-in-class pre-qualified contractors.

WTI, Tremco and our In-Network Contractors have provided cost-effective solutions to increase performance while reducing costs for numerous public agencies, many of which are OMNIA members, across North America, both large and small. This has resulted in many long term partnerships. This continues to be our goal and has been demonstrated through our long history with successfully performing on Region 4 ESC contracts since 2004.

In an effort to continue to provide the best value to OMNIA's membership, we have increased our material only discount, lowered our RS Means coefficient, and added additional value add line items to further enhance contract usability by OMNIA members nationwide. As part of our bid submission, we have provided bid bonds for the State of Texas and the State of Michigan in hard copy. The State of Texas bond is per the RFP requirements. The State of Michigan bond is provided to meet Michigan's bidding requirements.

Please feel free to contact us with any questions or comments. Thank you for consideration of our proposal submission.

Sincerely,

Craig A. Nelson
VP WTI GC Strategy
Weatherproofing Technologies Inc. and Tremco
216-496-0209 cnelson@wtiservices.com

The following web-links are provided to take you to valuable and helpful information and resources about our products and services, in depth information about our company where you can learn about our corporate governance and philosophy, as well as useful resources that can help you begin the process of restoring your buildings before your projects begin. We believe that the more our customers and project partners understand about our process, products, and services the more successful a project will be.

The images on the right are interactive hyperlinks, simply hover over the image and click. This will take you to our website so you can quickly find the information you need when you need it.

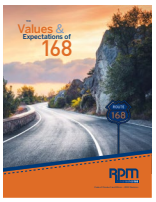
PRODUCT CATALOGUE SHEETS

Tremco Construction Products Group (CPG) has made 1000s of product sheets available for our customers. To make it easier for our customers to find information on specific products we have conveniently made them available on-line through our website.



COMPANY GOVERNANCE—THE VALUE OF 168 ONLINE

The Value of 168 is the corporate philosophy set forth by the company's founder Frank C. Sullivan. It is a unique form of corporate governance that signifies RPM's, WTI's parent company, enduring commitment to conduct business by doing the right things, the right way for the right reasons—on behalf of its associates, customers and shareholders.



WARRANTY INFORMATION—THE POWER OF ONE

One Building Envelope. One Warranty. One Powerful System Delivering Unmatched Protection for Your Building. Additional information on our Warranty program.



QUALITY CONTROL—ISO 9001:2015

Both Tremco CPG Inc. and WTI (Weatherproofing Technologies, Inc.) are ISO 9001:2015 certified organizations. This is the highest level of quality certification that can be achieved in this class. Press the hyperlink to learn more and get a copy of our certifications.

ISO
9001:2015

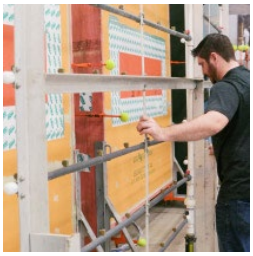
TREMCO QUALITY CONTROL CUSTOMER SATISFACTION PROGRAM

Tremco partnered with ASU to implement a quality control program that assists Tremco to better serve our customers by tracking and documenting the performance information of all the warranted projects. To learn more about the program and see our ***ASU Performance Summary*** press the hyperlink.



BUILDING SCIENCE LIBRARY

Open to the construction and design industry, our Building Science Laboratory in Cleveland, Ohio conducts full wall assembly testing for air and moisture infiltration, thermal conductivity, as well as building material compatibility. With safety and sustainability in mind, we push the limits of building envelope testing beyond industry standards to help ensure buildings withstand real-world environmental conditions.



BUILDING DESIGN VISUALIZER

Customize the look of your building or parking garage and explore the products to bring it to life with our on-line building design app. You can choose a preloaded scene or upload your own. Create an account to save and access previous projects.



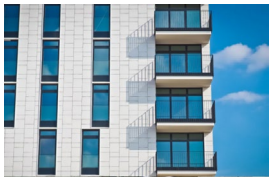
OFF-SITE CONSTRUCTION

Build better buildings, faster with off-site construction. Tremco CPG offers a complete line of products for your building envelope. Don't Waste Time Sourcing Materials from Multiple Manufacturers. We have everything you need to construct a proven building envelope in a factory setting.



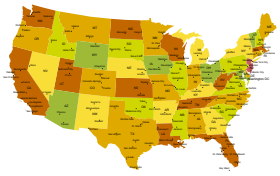
RESTORATION GUIDES FOR COMMON BUILDING EXTERIOR ISSUES

The web-link will take you to our library of guides that help you identify and resolve typical building issues. All our guides are downloadable for easy reference.



NEED TO FIND A REP

To find reps for your next project we offer a on-line find-your-rep app. Once you're on our site, just click on the state you would like to find a rep. Each name is interactive—providing you with contact information and their location.



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 23-04

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for
Roofing Products, Services and Job-Order0Contracting (JOC) Services

This Addendum No. 1 amends the Request for Proposals (RFP) for Roofing Products, Services and Job-Order-Contracting (JOC) Services ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Roofing Products, Services and Job-Order0Contracting (JOC) Services. Addendum No. 1 is hereby issued as follows:

This Addendum No. 1 is hereby issued to UPDATE THE SUBMITTAL DEADLINE

1. Page 1, Remove the submittal deadline and replace with the following:

SUBMITTAL DEADLINE: TUESDAY, JUNE 27, 2023, 2:00 PM CENTRAL TIME

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Weatherproofing Technologies, Inc.

Contact Person J.K. Milliken, President

Signature JK Milliken/ss

Date June 22, 2023

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

TAB 1 DRAFT CONTRACT AND OFFER AND CONTRACT SIGNATURE FORM (APPENDIX A) **8**

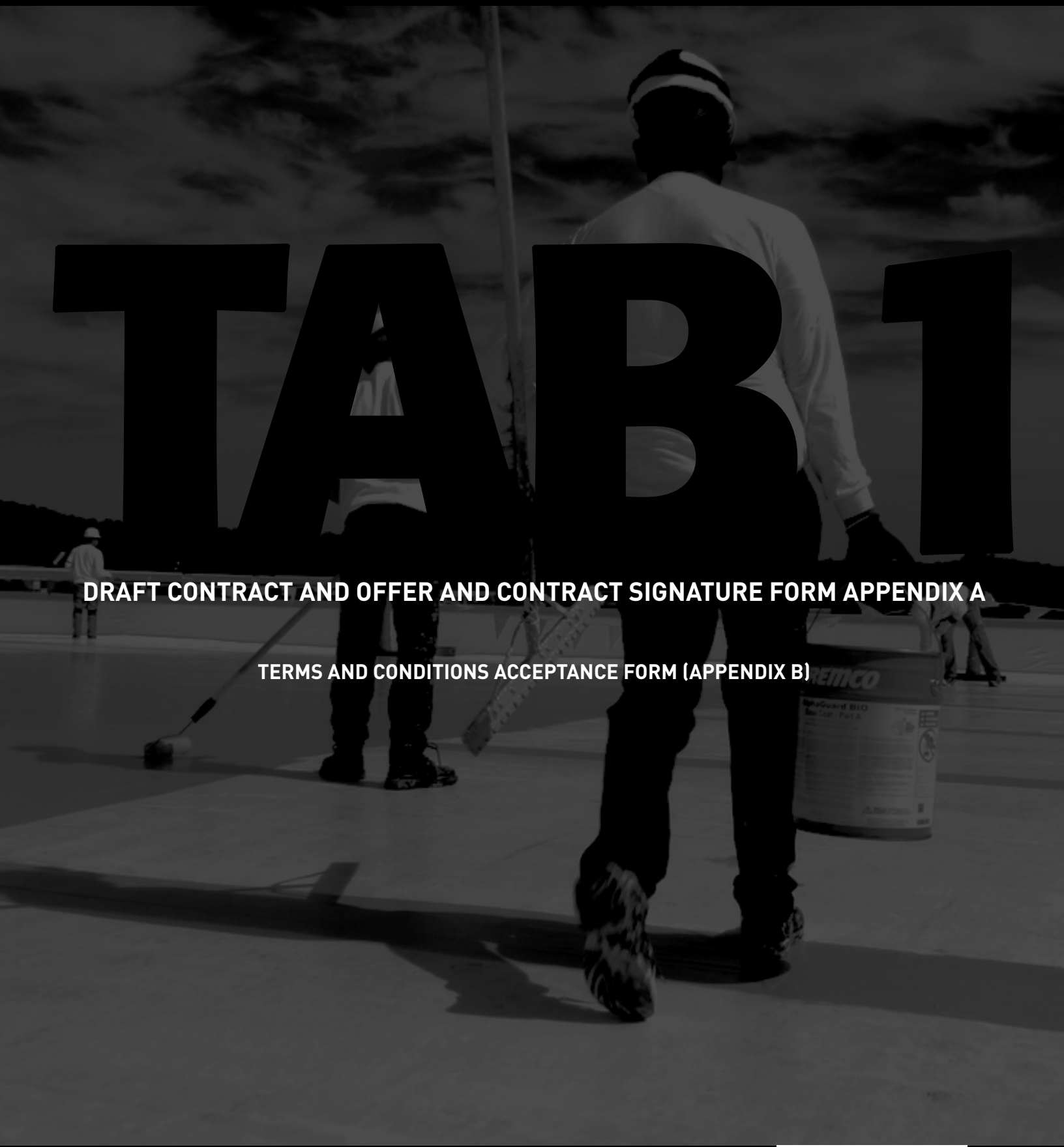
TAB 2 PRODUCTS/PRICING TAB AND PRICING COEFFICIENTS (Includes answers to section 2. a) **17**

TAB 3 PERFORMANCE CAPABILITY (Includes answers to section 2. b) **22**

TAB 4 QUALIFICATIONS AND EXPERIENCE (Includes answers to section 2. c) **137**

TAB 5 ADDITIONAL REQUIRED DOCUMENTS (APPENDIX C) (Includes answers to section 2. d) **166**

TAB 6 VALUE ADDED SERVICES **173**



TAB 1

DRAFT CONTRACT AND OFFER AND CONTRACT SIGNATURE FORM APPENDIX A

TERMS AND CONDITIONS ACCEPTANCE FORM (APPENDIX B)

APPENDIX A

DRAFT CONTRACT

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

RECITALS

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

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

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

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

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

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

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

   The anticipated full term of the contract is five (5) years. The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years.

Any job orders, project agreements or maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period.

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

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

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

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

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

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a

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

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

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

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OFFER AND CONTRACT SIGNATURE FORM

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

Company Name	Weatherproofing Technologies Inc.
Address	3735 Green Rd.
City/State/Zip	Beachwood, OH 44122
Telephone No.	(216) 292-5064
Email Address	JKMilliken@tremcoinc.com
Printed Name	JK Milliken
Title	President
Authorized signature	JK Milliken/ss

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name



TAB 2

PRODUCTS/PRICING TAB AND PRICING COEFFICIENTS

INCLUDES ANSWERS TO SECTION 2.a

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PRODUCTS/PRICING TAB AND PRICING COEFFICIENTS

i. Discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum the Awarded Offeror must hold the proposed price list firm for the first 12 months after the contract award. Offerors may elect to limit their proposals to any category or categories. Services such as installation, delivery, technical support, training, and other services must be priced or listed as free in order to be offered on the contract. Unlisted services will not be accepted.

WTI is offering our full line of products and services under this contract. Tremco's current price book is offered with a [redacted] discount. This [redacted] discount will remain firm throughout an awarded contract. However, depending on market conditions as we have seen over the last several years with unexpected supply chain and labor issues, this pricing may need to be adjusted periodically. Any change in pricing will be supported by economic price adjustment justification. WTI is also offering full turnkey solutions with pricing provided in the line-item pricing format along with additional value-added line items and individual state coefficients. In addition, pricing will be supplemented by the most current on line RS Means Construction Cost Data utilizing the coefficient for each state. The proposed coefficients will remain the same for the first 12 months of the contract.

WTI is proposing for all states a discount coefficient for standard hours of [redacted] and for non-standard hours a positive coefficient of [redacted]. The markup percentage on non-pre-priced items is [redacted].

ii. Offerors shall complete and provide pricing and pricing coefficients in the Pricing Tab attached herein.

WTI has completed the line-item pricing and provided a coefficient for each state beginning on the following pages. The proposed coefficients will remain the same for the first 12 months of the contract.

Full copies of the following pricing is available to OMNIA Members upon request.

- Line-item Pricing, including Value-Add Line Items and State Multipliers
- Coefficients with the RS Means Construction Cost Index Catalog for all deliverables and in all markets
- Tremco Material Price Book



TREMCO™

Roofing & Building Maintenance

U.S. Roofing

OMNIA Price List

Dated: November 1, 2023

Discount Information

Manufacturer	Type of Products	Discount off MSRP	Shipping	Warranty Period**
Tremco	All Tremco Materials * Excluding Materials listed below			
	Metal *			
	Insulation *			
	Fastener*			
	Vegetative Roofing *			
	Specialty Aggregate *			
	Safety Systems *			

** Additional warranties over 20 years available

http://tremcoroofing.com/products/product-technical-documents/

Tremco Incorporated - All Rights Reserved

iii. Is pricing available for all products and services?

Yes. Tremco's material price book, the completed line-item pricing and the ability to use RS Means will be used to produce pricing for all roofing, building envelope and JOC projects.

iv. Provide pricing for warranties on all products and services.

Projects performed under the contract, will all receive WTI's standard two-year installation/labor warranty, exceeding the minimum standard one-year labor warranty, with the exception of Stonhard projects which will receive the standard one-year warranty. Standard warranties are included in the cost for each project. In addition, we offer a wide range of additional warranties, samples of which are included in Tab 6—Value Add. Pricing for any additional or optional warranties will be on based on the products and services selected for each specific project and will be provided upon request utilizing the RS Means Construction Cost Data.

v. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large projects, single ship to location, growth, annual spend, guaranteed quantity, etc.

WTI is committed to offering and providing the best value at the best site-specific pricing based on any economic benefits obtainable per each site-specific project. Based on this, pricing may be lower than submitted under this contract.

vi. Describe how customers verify they are receiving Contract pricing.

All pricing will be based upon the design and complexity of the individual project scope. The practices used to develop the pricing will be consistently applied for each project and fully transparent to OMNIA members.

WTI will utilize product pricing and line item pricing approved and in effect under the contract at the time of proposal creation. The customer can verify this directly with WTI or contact OMNIA for verification. RS Means pricing will utilize the most recent online version of RS Means Construction Cost Data (including any city cost index adjustments) utilizing the coefficients submitted with this response. All RS Means proposals or line-item proposal containing RS Means, will be provided in the output format available by the online version of RS Means which details the items used to perform the required scope of work.

vii. Describe payment methods offered.

The method of payments that WTI accepts are credit cards, ACH, or check.

viii. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

[redacted]

Our [redacted] discount on material only orders will remain constant throughout the term of the contract.

ix. Describe how future product introductions will be priced and align with Contract pricing proposed.

All new product introductions will align with Tremco's pricing policies and will match the discount structure as submitted herein. In addition, WTI will also use the current online RS Means Construction Cost Data if necessary to price new products and service offerings. In the rare event that a product is not covered by RS Means, source pricing will be requested from the vendor and the non-pre-priced item mark-up will be applied.

x. Quality Assurance/Quality Control Program - Offeror shall submit a QA/QC plan within with their submittal. This plan shall detail the day-to-day surveillance of work and provide documentation of deficiencies and corrective actions. It should note subcontractor compliance issues and trend analysis and how inspectors will interface and work with both the subcontractors and the Participating Public Agency's staff.

WTI's full Quality Control Management Program is available to OMNIA members upon request.



wti

Quality Management/ Control Program

This document includes data that shall not be disclosed and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this response. Copyright © 2020 Weatherproofing Technologies, Inc.

xi. Provide any additional information relevant to this section.

Special Offers/Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

WTI will offer special offers/promotions if available.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

WTI confirms that our pricing is submitted as not to exceed pricing. The pricing submitted is the guaranteed maximum pricing. Given the many variances and unique conditions presented on each project, WTI is committed to offering and providing the best value at the best site-specific pricing based on any economic benefits obtainable per each site-specific project. Based on this, pricing may be lower than submitted under this contract.

Federal Funding Pricing. Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

WTI has extensive experience performing on federally funded projects while complying with federal requirements, including FEMA Special Conditions. Our proposed pricing does not include cost plus, a percentage of cost, or pricing based on time and materials for federally funded projects. All pricing is based on the pricing submitted under this contract as well as RS Means Construction Cost Data.



TAB 3

PERFORMANCE CAPABILITY

OMNIA PARTNERS DOCUMENTS

INCLUDES ANSWERS TO SECTION 2.b

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i. **Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.**

WTI's detailed response to question i. is outlined throughout this section. Regarding volume tracking and reporting, WTI currently tracks all OMNIA projects per contract and will continue to do so in the same manner if awarded a new contract. WTI will provide OMNIA with a separate electronic accounting report for this contract monthly in the format prescribed by OMNIA in the "Contract Sales Report" by the 10th of the following month.

APPENDIX D, EXHIBIT A, SECTION 3.1

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

NEARLY A CENTURY OF SERVICE

Weatherproofing Technologies, Inc. (WTI), established in 1962, along with its affiliated company, Tremco, established in 1928, offers a comprehensive inventory of roofing assessment, leak prevention, building envelope services and products, and general contracting (GC) services. WTI and Tremco, part of Tremco Construction Products Group has annual sales of over [redacted] owns and operates [redacted] manufacturing plants with over [redacted] employees worldwide. Our parent company, RPM International, a Fortune 500 company and a world leader in specialty coatings serves both industrial and consumer markets. RPM, founded in 1947, owns over two dozen operating companies manufacturing popular brand products such as Rust-Oleum®, Carboline®, DAP®, Dryvit®, and Zinsser®. RPM International maintains more than 11,000 employees worldwide, generating over $7 billion in annual sales.



PERFORMANCE CAPABILITY

WTI and Tremco represents one of the largest organizations in the building envelope industry with nearly [redacted] field advisors, [redacted] technical personnel, and more than [redacted] certified subcontractors. Domestically, these resources combine to provide industry leading products and services to customers throughout the United States and Canada. WTI and Tremco personnel are amongst the most highly trained and experienced in the nation.

ISO 9001:2015 & 14001:2015 CERTIFIED

WTI, along with its affiliated company Tremco, is ISO 9001:2015 and 14001:2015 certified and was the first building envelope service company in the industry to attain this quality certification. ISO certification helps to continually improve our systems and approach to building envelope concerns and is the standard to which we have committed for our customers.

Specific and Relevant Experience Overview

WTI has an outstanding history of performing on cooperative contracts and JOC projects. We understand the intricacies of managing multiple, simultaneous projects as evidenced by our typical schedule of performing up to [redacted] projects concurrently throughout the United States. In the past five years alone, we have managed anywhere from [redacted] to [redacted] subcontractors throughout the performance of simultaneous projects on many JOC-type contracts. Many of our JOC-type contracts span the entire US, giving us additional experience coordinating large, complex contracts with various end-users.

To that end, we maintain a staff of customer service and marketing professionals who have the experience and relationships to educate participating agencies on the advantages of this contract. We have the knowledge, technical expertise, and personnel necessary to complete simultaneous projects throughout the United States.

Additionally, we offer relevant experience and extensive knowledge on Region 4 ESC contracts, benefiting OMNIA members with competitive pricing, reduced response times, familiarity with local building codes and regulations,



PERFORMANCE CAPABILITY

and familiarity with many current OMNIA members. Further, we have the depth and breadth of resources necessary to effectively market and perform projects for school districts, colleges, universities, cities, counties, and other government entities anywhere in the U.S.

WTI's resources ensure that OMNIA members have the flexibility to select the services that meet their project needs with the assurance that all our products and services are of highest quality and competitively priced. OMNIA members can also be assured, since Tremco is the manufacturer we have the ability to meet OMNIA members required project deadlines. Our experience and resources allow us to be very adept at working around and through any supply chain issues that may crop up through the course of the contract.

WTI has a unique familiarity working with Region 4 ESC that demonstrates our overall ability to provide on-time, quality projects. To date, we have successfully been awarded and/or performed ten contracts for Region 4 ESC. We will capitalize on our experience, resources, and relationships to provide Region 4 ESC and OMNIA members with the same superior level of products and services expected from WTI during the past 18 years.

WTI has a long history of work experience with local architects and engineers who have experience working with participating public agencies, and also understand the expectations and deliverables required of this type of contract. We will always encourage and work with our customers and their existing vendors whenever possible to help continue and grow those local relationships.

Throughout the past 18 years, we have performed a significant amount of work, more than $369 million from 2017-2023 alone, on over 800 projects for Region 4 ESC while estimating with the stipulated cost index guide. WTI is committed to taking a proactive approach to ensure superior performance throughout this contract as we strive to provide the best possible products and services to meet or exceed our clients' expectations.



B. Total number and location of salespersons employed by Supplier.

WTI, along with our affiliate company, Tremco, has more than 700 sales representatives, support specialists and business-development personnel throughout our organization. These individuals are trained and provide services nationwide to meet the needs of our customer base.

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

WTI has sales personnel and offices located throughout the nation capable of supporting this contract. The location and key contacts for each of these offices are provided below. Additionally, WTI's centrally-located headquarters in Beachwood, Ohio will support this contract along with site offices located nationwide.

Corporate Office

Beachwood, OH 216-766-5623 jkrivos@tremcoinc.com

Eastern Division Office

Flemington, NJ 800-628-7501 kperez@tremcoinc.com

Western Division Office

Vernon, CA 908-619-7891 kperez@treomcoinc.com

D. Annual sales for the three previous fiscal years.

2021	[redacted]
2022	
2023	

a. Submit FEIN and Dunn & Bradstreet report.

340930570

A full copy of WTI's Dunn & Bradsheet report is available to OMNIA members upon request.



E. Describe any green or environmental initiatives or policies.

DRIVING LASTING CUSTOMER VALUE AND PROMOTING SUSTAINABILITY

Building a Better World means committing to continuous improvement and investing in safer, greener products and processes that benefit our customers, end users and the environment.

Our parent company, RPM, as a global company has set the standard for our commitment to creating lasting value for customers through innovative solutions, while thoughtfully adopting sustainable approaches in the utilization of human and natural resources. Our sustainability commitment springs from our core values and is comprised of a inward focus on our internal footprint and an outward look on our handprint—the actual impact of our products, services, and processes have on our environment.

WTI and Tremco is very proud of our many products, services, and processes that drive sustainability for our customers by helping them to reduce their environmental impact. As we look to shape the future responsibly, we are always integrating new concepts, rethinking business models, and collaborating with leading edge partners to continually improve our products and services.

Transforming the World One Roof at a Time

WTI and Tremco have been partnering with many companies to help them achieve their conservation and sustainability goals through green living roofs. Our goal, to transform the world into a greener place one roof at a time. But green roofs are more than just an environmental benefit. They also provide beautiful and restful places that employees and customers can enjoy to help lower stress levels and provide a better quality of workplace and shopping experience.

In these trying times, that don't seem to be going away, this will become more and more of a factor in hiring quality employees and attracting customers.



PERFORMANCE CAPABILITY

Tremco CPG Corporate Headquarters Case Study



PRESS THE ABOVE HYPERLINK TO GO OUR CORPORATE HEADQUARTERS CASE STUDY

A few years ago we decided to lead by example and completely renovated our corporate headquarters. Like most circa 1970s buildings our headquarters was significantly under-performing and energy inefficient. Through an extensive renovation we transformed it into a sustainable showcase. To read the case study press the hyperlink.

Concern for the environment is a key component to WTI's operating philosophy. Our experienced staff is specially trained in identifying and preventing problems before the start of any project. In addition to our other environmental protection practices, we have actively reduced emissions and controlling waste on our job sites.

We are committed to staying at the forefront of the roofing and building envelope industry through sustainable building, green products, and quality business practices. WTI will deliver added value to participating OMNIA members by working hand-in-hand with them to provide environmentally preferred product and service options within their budgets and schedules.

WTI's philosophy on sustainability starts from the top level of our organization and filters down into everything we do. With corporate focus committed to responsible environmental practices, we strive to incorporate environmentally friendly solutions in our business practices as well as products and construction approaches. Collaborative leadership efforts are driven by our President, J.K. Milliken, who promotes sustainability.

Construction Best Practices

WTI and our subcontractors will abide by the following construction best practices on all projects awarded by OMNIA members.



Tremco Corporate Headquarters Roof

- On-site sorting of materials
- Recycling of non-hazardous material
- Chain-of-custody documentation for off-site recycling
- Reusing materials as applicable
- Verifying that materials are certified for LEED credit on LEED projects

Sustainable Features

Following is a sample of the services and products WTI offers related to sustainable renovations. We will offer OMNIA members the ability to implement these sustainability options for awards under this contract.

Sustainable systems

- Restoration of roofs whenever possible instead of replacement preventing tons of debris going to landfills.
- Vegetated roofs featuring local plants. Low-impact lighting and a water-capture system integrated with the roof, as well as a pathway of recycled materials. Signs describe the roof's features and provide information about the plant palette.
- The ENERGY STAR® qualified Rock-It™ roof-surfacing system, composed of white gravel set in a white adhesive.
- A white, reflective, single-ply system installed beneath a rooftop PV system for roof restorations.
- A thin-film rooftop PV system is used to generate electricity for the building for roof restorations.
- Dryvit Outsulation exterior wall systems. Dryvit wall systems provide energy-efficient, insulated façades that are applied directly to the existing wall surface, eliminating the time and potential waste of removing the façade.
- High-performance, double pane, tinted windows exceeded minimum energy standards. Tremco sealants and gaskets, as well as Tremco's Proglaze® ETA (Engineered Transition Assembly) for an airtight transition from window to the wall.
- New sidewalks with decorative concrete from Increte Systems can be supported by gravel from an existing roof.
- Solar panels for decreased carbon footprint and reduced energy bills.



- HVAC restoration through WTI/PureAir. Heating and cooling represent one of the largest operating expenses as well as one of the largest environmental impacting building systems. Replacing can be extremely cost prohibitive and force a building owner to not address current problems. WTI/PureAir provides an alternative solution that allows the building owner to address current HVAC issues and bring their building into a much better environmentally friendly position.

Additional examples of our commitment to sustainable practices are summarized below.

- Sponsor of Green Roofs and Walls of the World Virtual Summit
- Participation at the USGBC Greenbuild International Conference and Expo
- Donation of sustainable building materials for the University of Maryland's 1st place performance in the Department of Energy's Solar Decathlon 2011
- Crain's Emerald Award Honoree for high-performance building renovation and commitment to sustainability

Solar—Renewable Energy With Financial and Environmental Paybacks

In addition to the environmental benefits associated with renewable energy, there are often financial incentives for installing solar panel/photovoltaic (PV) systems, which may include rebates from the local power provider, as well as state and federal tax credits. We understand the technical, environmental, and financial aspects of a solar installation and can guide you through the process from project inception to completion. Photovoltaic systems are easily adaptable to existing or new structures. WTI can ensure the roofing is constructed to accommodate the many different types of support stations for solar panels today. Solar solutions will be priced utilizing the most current online edition of the Construction Cost Data as well as the Facilities Maintenance & Repair Costs Catalog and Commercial Construction & Renovation Costs Catalog.



F. Describe any diversity programs or partners supplier does business with and how

Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

WTI focuses on developing contractor relationships in public and commercial sectors through fulfillment of economic inclusion mandates with highly skilled certificated contractors. These target specialty contractor opportunities include Minority, Small, Veteran, and Women owned Business Certifications of roofers, masons, architects, general contractors and heating, ventilation and air conditioning (HVAC) as well as High Performance Building System (HPBS) engineering firms.

WTI has a successfully participated in Mentor-Protégé Programs with both the General Services Administration (GSA) and Veterans Administration and continually identify additional opportunities to team with qualified contractors. Our commitment to excellence includes a contractor training program which provides cutting-edge product, service and safety education continuously throughout the year. We are committed to supporting national economic development goals and local economies.

We have an active certified contractor pool that varies in breadth of capabilities. WTI sponsors and participates in outreach events and construction advisory panels on contractor inclusion. Among them, Society of American Military Engineers (SAME), National Defense Industrial Association (NDIA), National Veteran Conferences and other roofing/construction/energy industry seminars. We encourage all our project leaders to provide our customers with technical and procurement solutions that satisfy any of their socio-economic initiatives without compromising the quality of performance, products or services.



Rising Stars Program

Tremco Commercial Product Group received $50,000 from the Massachusetts Clean Energy Center as part of their Minority- and Women-Owned Business Enterprises Support Implementation and Planning Grants and Equity Workforce Training Grants. The 25 organization recipients will "not only address the need to grow Massachusetts' clean energy workforce, but they will also prioritize diversity, equity, and inclusion efforts across the full spectrum of economic opportunity, which will yield both an increasingly diverse bench of highly trained new workers and a wider array of thriving minority and women-owned business enterprises to help lead climate-critical work."

Launched in August of 2020, Our Rising Stars Program aims to cultivate a strong, well-rounded workforce in the construction industry through supporting youth in vocational programs, as well as minority- and women-owned businesses. Our programs offer hands-on education with subject matter experts to develop diverse skillsets, increase access to resources, and ultimately drive success for those emerging in the industry.

The Rising Stars Program empowers the next generation of underrepresented youth to find opportunities for sustainable careers in the construction industry. Our program has now expanded to New York and New Jersey, with near future locations in North Carolina, Connecticut, and Nevada.

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

a. Minority Women Business Enterprise

☐ Yes ☑ No

If yes, list certifying agency:



b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☑ No

If yes, list certifying agency:

c. Historically Underutilized Business (HUB)

☐ Yes ☑ No

If yes, list certifying agency:

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☑ No

If yes, list certifying agency:

e. Other recognized diversity certificate holder

☐ Yes ☑ No

If yes, list certifying agency:

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

WTI has over [redacted] certified contractors that we work with throughout the United States that include minority-owned standards. We do not maintain this type of information on our subcontractors. WTI works with public agency minority goals on a project-by-project basis.



I. Describe how supplier differentiates itself from its competitors.

Managing facilities can be complex. Procuring comprehensive, cost effective solutions shouldn't be. Identifying the problem and defining the technical solution only solves part of the problem. Members want and need to procure cost effective, comprehensive building envelope solutions without sacrificing quality, performance, or transparency. With decades of experience, WTI understands the unique procurement challenges of public entities charged with meeting not only budget and quality goals, but also state-specific transparency requirements. That's why we offer OMNIA members our comprehensive roofing and building envelope solutions offering. The Tremco Construction Products Group companies together form the industry's only provider of comprehensive systems and services for all six sides of the building enclosure. WTI's whole building approach through the Power of One can provide weatherproofing peace of mind delivered under one warranty. With proven roofing and building envelope capabilities across the country, WTI is uniquely qualified to meet the needs of public market facility managers and business managers charged with improving both building performance and return-on-investment. Among our differentiators are the following.

1	WTI and Tremco have a history of performance with Region 4 ESC. We have to date been awarded ten Region 4 ESC contracts. As a result, we offer Region 4 ESC and OMNIA members refined roofing project policies and procedures along with the ability to simultaneously deliver multiple projects. Our established relationships with Region 4 ESC and participating OMNIA members are evident in a track record of more than [redacted] in products and services to date. The selection of WTI for the Roofing Products, Services and Job-Order-Contracting Services contract will eliminate a learning curve and continue to expand existing relationships with participating Public Agencies.
2	WTI offers exceptional technical expertise, with a track record of over [redacted] of roofing, building envelope, weatherization and rooftop safety system installations for public customers.
3	WTI provides turnkey solutions, from world-class roofing and building envelope diagnostics through comprehensive roof management programs from a single source.
4	All facets of discovery, programming, design, construction and commissioning.
5	Proven and experienced contractors and subcontractors.
6	Guaranteed maximum pricing to eliminate surprises.
7	Performance-based quality construction services.

8	WTI is organized to deliver outstanding service. With more than [redacted] technical personnel deployed across the country, we can effectively manage thousands of roofing and facility projects simultaneously. More than [redacted] construction managers supervise technical staff, along with program managers who ensure contract compliance, consistency, on-time delivery and outstanding customer service. Together, WTI's management team oversees diagnostics, maintenance, repairs, construction, leak response and our OLI® (on-line information system) data department.
9	WTI offers Region 4 ESC and OMNIA Partners and its members world-class experience. We are currently implementing large roof asset management programs throughout the US, Canada, Europe and Asia, with more than [redacted] square feet (SF) of roofing managed with our OLI® system software. Additionally, more than [redacted] SF of roofing falls under the protection of our Tremco ManagedAssets™ (TMA) program, which includes maintenance during the roofs' annual or bi-annual inspections.
10	WTI's three-level service offering allows OMNIA members the opportunity to select the level of service that best meets their needs while capitalizing on the preferential pricing of a nationwide contract. Whether selecting our flagship, turn-key general contracting solution, or our National Cooperative Contractor Network for direct access to qualifying local contractors, or purchasing materials only, participating agencies receive superior products and service.
11	WTI has extensive experience managing regional and national roofing and building envelope contracts within the public sector. We have completed or are currently performing on many JOC type contracts. Further, WTI has proven experience simultaneously managing multiple contracts with multiple subcontractors. Our experience with JOC type contracts and roofing projects is directly transferable to OMNIA members in the form of established policies and procedures based upon our past relationship with OMNIA Partners and its members as well as other cooperative contracts we have.
12	WTI has a [redacted] aggregate bonding capacity.
13	WTI and Tremco both hold a UL ISO 9001:2015 certification demonstrating the implementation of Quality Management Systems.
14	WTI offers one of the most comprehensive warranty packages in the roofing industry. We offer many types of warranties that fit the needs of any project. We also offer long-term warranties on roof restoration projects. Each of our warranties covers installation, details, flashing, materials, workmanship, inspection and preventative maintenance is also an available option.
15	WTI works collaboratively with contractors to ensure the installation meets expectations for quality, safety and efficiency while utilizing best-in-class contractors who have the ability and financial stability to deliver exceptional projects. WTI offers extensive training courses to its certified contractors.

16	Tremco is a leading manufacturer of quality roofing and weatherproofing products with a comprehensive product line covering every roofing environment. Tremco demonstrates a commitment to Research and Development (R&D) and offers a proven history of industry-leading product innovation to solve our customers' biggest problems. For instance, Tremco Roofing's portfolio of unique roof restoration solutions is so comprehensive they provide exceptional value to public customers an alternative sustainable solution to costly roofing replacement.
17	Tremco coast-to-coast sales organization is among the industry's most experienced and highly trained. With more than [redacted] sales personnel across the country, Tremco has been meeting the needs of public market customers since 1928. Today's sales personnel have deep relationships within the public market, which may shorten OMNIA's/Region 4 ESC's new business development sales cycle.
18	As a member of the RPM family of companies, WTI and Tremco provide customers with access to leading, world-class building products, extensive technical expertise and the financial stability of an industry leader. RPM owns more than 50 operating companies that are world leaders in specialty coatings serving both industrial and consumer markets. Among its products are such popular brand names as Carboline®, DAP®, Dryvit®, Rust-Oleum® and Zinsser®. RPM has been in business for 75 years and has more than 14,000 employees worldwide, generating more than $7 billion in sales annually.
19	Safety is job one with WTI and Tremco. Every one of our roofing and building-envelope projects, no matter how large or how small, begins with a thorough understanding of potential job-site hazards, safe work procedures, product characteristics, equipment operation, conditions and specific customer requirements. These are submitted to the owner through a WTI site-specific Safety Plan.
20	WTI and Tremco utilize the Arizona State University Performance Based Studies Research Group for the independent data collection on its products, services, representatives and our customers' overall service experience. Survey results from the past six years, representing [redacted] SF of roofing products and services, show an overall customer satisfaction of 9.1 out of 10. Additionally, our customers awarded a 9.5 out of 10 in satisfaction of their Tremco representative and 9.3 out of 10 in satisfaction of the roofing system. WTI and Tremco are proud of these results and use them to understand what we are doing right, so we can continue to deliver on our strengths. We also use our customer satisfaction results to highlight opportunities to drive continuous improvement in our products, systems delivery and service quality. We aim to maintain our high level of customer satisfaction and loyalty, as the primary focus of every project.

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

Weatherproofing Technologies, Inc. (WTI) is a nationwide provider of roofing, building envelope and other construction services. In this role, WTI is sometimes involved in litigation matters, but no pending or anticipated litigation is any way material from a financial standpoint either as to potential liability or requested remedies. No pending litigation, nor any that we anticipate at this time, will in any way interfere with our ability to complete any project in accordance with contractual requirements. In further response, over the last five years, WTI has no litigation resulting in a judgment against the company.

K. Felony Conviction Notice: Indicate if the supplier

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

WTI is not a publicly held corporation but is a subsidiary of RPM International Inc., a publicly held Fortune 500 corporation

b. is not owned or operated by anyone who has been convicted of a felony; or

No officers of WTI have ever been convicted of a felony

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

N/A

L. Describe any debarment or suspension actions taken against supplier

No debarment or suspension actions have been taken against WTI.

APPENDIX D, EXHIBIT A, SECTION 3.2

A. Describe the full Line of Products and Services Offered by Supplier

Range of Products and Services Offered

WTI provides an extensive range of Tremco CPG roofing and building envelope solutions for all six sides of a building. In fact, we are the only company to offer high-performance total enclosure solutions for all six sides of a building in the marketplace today as well as the services associated with implementing project solutions.

- Water Resistant Roofing
- Roofing and Roof Restoration Systems
- Outsulation Facade Systems
- HVAC Systems Restoration
- Seamless Flooring Solutions
- Roof Tiles and Shingles*

- Masonry*
- Metal Work*
- Standing Seam Metal Roof System*
- Air Barrier Solutions
- Safety Solutions
- Roof Repair and Maintenance Services
- Asset Management
- General Contracting
- Patch and Repair
- Roof Inspections/Diagnostics/Analysis
- Warranties
- Roof Maintenance (QA Premium) customized to meet specific system needs

*WTI offers these services with products provided by other manufacturers.

Architecture and Engineering (A/E) Partners

To ensure the overall success of the contract, WTI will also utilize the services of two highly qualified firms, O&S Associates (O&S). Note: In compliance with state rules and regulations, we are not offering A/E services in the State of Texas or in any other state where they are prohibited.

O&S

Superb architectural and engineering building-systems services including the following.

- Structural analysis and design
- Architectural design
- Mechanical/electrical engineering
- Lighting and security design
- Parking consulting
- Restoration engineering
- Feasibility studies
- Cost estimating
- Design-build projects

O&S also provides a wide scope of renovation consulting services including exterior facade rehabilitation, exterior building plazas, roofing replacement, structural modifications and others. Their firm employs a "Five-Steps to Project Success" process to manage their design requirements. This process begins with condition assessment and concludes with construction administration and closeout documentation. O&S is led by Mr. V.P. Samy, PE, who founded O&S in 1996. Under his guidance, O&S has successfully performed high-profile and complex projects for visible clients throughout the US.

B. Describe How Supplier Proposes to Distribute the Products/Service Nationwide. Include any States Where Products and Services will not be Offered Under the Master Agreement, Including U.S. Territories and Outlying Areas.

As an affiliate company of Tremco, WTI provides national services to all states. WTI has staff and contractor partners located in all states and will provide products and services to all U.S. territories and outlying areas under the Master Agreement. In addition, WTI is a licensed contractor in all states and U.S. territories where required.

C. Describe How Participating Agencies Ensure 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.

All estimates/proposals will be based on the approved product and line item pricing in effect and the most current online RS Means Pricing Construction Cost Index (including any cost index adjustments) utilizing the discount coefficients submitted with this response. All pricing will be based upon the design and scope complexity of each individual projects. The practices used to develop the pricing will be consistently applied for each project and fully transparent to OMNIA members. The pricing, in total, will not exceed the product and line item pricing and/or the current RS Means pricing with the coefficients submitted by WTI. As part of this process, all proposals will be provided in the output format available by the online version of RS Means which details the items used to perform the required scope of work. Participating Agencies can verify this directly with WTI or contact OMNIA for verification. Products will be ordered through Tremco directly. Line-item pricing will be delivered through WTI..

D. Identify all other Companies that will be Involved in Processing, Handling or Shipping the Products/Service to the End User.

In addition to WTI's services, Tremco and affiliated companies will be involved in the processing, handling and/or shipping of products and services to end users.

E. Provide the Number, Size and Location of Supplier's Distribution Facilities, Warehouses and Retail Network as applicable.

Eastern Division Sales Office Tremco 8 Main Street Flemington, New Jersey 08822	Western Division Sales Office Tremco 3060 East 44th Street Vernon, California 90058
Republic Powdered Metals 3735 Green Road Beachwood, Ohio 44122 USA	Roofing & Building Maintenance Division 3361 E. 80th Street Cleveland, Ohio 44127
Tremco 3060 E. 44th Street Vernon, California 90058	Republic Powdered Metals (Manufacturing) P.O. Box 724 Medina, Ohio 44258

Republic Single Ply Systems (Manufacturing) 11016 Granite St. Charlotte, North Carolina 28273	Consolidated Coatings Corp. (Manufacturing) P.O. Box 10 Brunswick, Ohio 44212
Tremco Sealant & Weatherproofing Division (Manufacturing Facility) 1451 Jacobson Avenue Ashland, Ohio 44805	Mameco Mfg. Div. (Sealants) 4475 E. 175th Street Cleveland, Ohio 44128
Paramount Mfg. Div. (Sealants) 2600 Paramount Drive Spearfish, South Dakota 57783	Euclid Chemical Company (Concrete Add-mixtures) 19218 Redwood Rd. Cleveland, Ohio 44110
Euclid Chemical Company Warehouse/Mfg. Facilities: 18900 Cochran Rd. Cleveland, Ohio 44110	Euclid Chemical Company 539 Buffalo Shoals Rd. Statesville, North Carolina 28677
Euclid Chemical Company 5 Joanna Ct. East Brunswick, New Jersey 08816	Euclid Chemical Company 1117 Industrial Dr. Clinton, Mississippi 39056
Tremco CPG—Dryvit Systems 354 South Acacia Street Woodlake, CA 93286	Tremco CPG—Dryvit Systems 4827 Milgen Road Columbus, GA 31907
Tremco CPG—Dryvit Systems 5850 South 116th Street, West Sand Springs, OK 74063	Tremco CPG—Nudura 27 Hooper Road, #10 Barrie, ON L4N9S3
Stonhard 1000 E. Park Ave. Maple Shade, NJ 08052	

APPENDIX D, EXHIBIT A, SECTION 3.3

A. Provide a Detailed Ninety-Day Plan Beginning from Award Date of the Master Agreement Describing the Strategy to Immediately Implement the Master Agreement as Supplier's Primary Go to Market Strategy for Public Agencies to Supplier's Teams Nationwide, to Include, but Not Limited to:

OVERVIEW

In addition to a press release to relevant audiences, marketing the contract award will be a continuation of marketing initiatives already underway as a result of our current OMNIA contracts and past OMNIA/National IPA/TCPN contracts. Because we have invested heavily in promoting our current OMNIA contracts to all public markets, we expect to continue to expand our marketing investment and implement additional tactics.

Based on our history with Region 4 ESC, WTI thoroughly understands how to go to market to promote this contract. As both the manufacturer and service provider of roofing and weatherproofing solutions, WTI and Tremco are uniquely positioned to offer a comprehensive approach to meeting the facility needs of participating agencies. Expanding upon a very successful and established cooperative strategy program, WTI will continue to enhance its marketing presence and sales training capabilities through various marketing efforts as outlined below.

Our initiatives within the first 90 days of the contract award will be continuing our successful and highly targeted marketing program. Our program is intended to generate qualified leads from high-potential public customers. We have the ability to customize marketing to meet local opportunities and which will be developed collaboratively with OMNIA's marketing team. Tactics may include advertising, media relations/publicity, trade shows/conferences, customer educational seminars, roadshows, and personalized direct marketing.



Renovation,
pair & Construction:

Order Contracting (JOC) the
Procurement Solution for You?

MNIA
RTNERS

TREMCO
Roofing & Building Maintenance

Cooperative Co

TRUST IN EXPERIENCE. STRENGTH

PERFORMANCE CAPABILITY

i. Executive Leadership Endorsement and Sponsorship of the Award as the Public Sector Go-To-Market Strategy Within First Ten Days

If awarded, this contract as well as our other OMNIA contracts will have the full support of our executive leadership as an important go-to-market strategy.

ii. Training and Education of Supplier's National Sales Force with Participation from the Supplier's Executive Leadership, Along with the OMNIA Partners, Public Sector Team Within First 90 Days

Developing all WTI and Tremco employees to be as knowledgeable as possible in servicing all customers is of the upmost importance to our Executive Leadership. Educational sessions and information on the contract will be provided within 90 days of award and continued throughout the duration of the contract.

Given our long history of being awarded Region 4 ESC contracts, our sales force is very well versed in the use of OMNIA contracts. This has been demonstrated through the growth of our past and current contracts. We will continue to conduct refresher training as well as training sessions for new sales representatives and personnel within WTI and Tremco. In addition, we will continue to train In-Network Contractors on the use of the contract and provide guidance and marketing support on how to promote the contract to their public customers.

Continuous outreach and training of WTI and Tremco Sales Representatives remains a top priority for our program. In addition to extensive technical training required of all sales representatives, WTI and Tremco also holds national and regional sales meetings which include sessions on the benefits of Cooperative Purchasing and our OMNIA contracts. By working closely with Sales Representatives who have successfully used past OMNIA contracts, we are able to leverage representative success stories to continually expand awareness and appreciation for our OMNIA contracts.



How does the contract work in my state?
The WTI JOC contract available through OMNIA Partners, Public Sector, is a competitively solicited contract by lead agency Region 4 Education Service Center in Houston, Texas. This contract allows contract holders to extend services offered into all states (excluding AZ). Although most state procurement code allows for the use of cooperative contracts, each state code has its own specific language. OMNIA Partners, Public Sector, can provide the du diligence in soliciting and awarding this contract.

Do I need to be a participant of OMNIA Partners, Public Sector to use t JOC contract?
Yes. If not already a participant, public entities are invited to register to particip OMNIA Partners, Public Sector by calling 866.875.3299 or visiting omniapartners.c publicsector. There is no cost to participate.

What are the benefits of the JOC program through OMNIA Partners, Public Sector?

- Saves time and money because the contract has ALREADY been competitively solicited and publicly awarded.
- All prices have been adjusted for your geographic area and are verifiable through RS Means.
- All costs are determined up front before committing funds.
- The contract functions as an extension of your internal team, freeing you to focus on your core business.
- Enables you to more rapidly respond to your internal customers' facility n
- The contract supports local businesses/subcontractors who have been evaluated on compliance, capability and experience.
- You'll enjoy increased value and quality control over all project facets from materials through installation.
- A large variety of roofing systems and warranties are available from a single source.
- You will significantly reduce or virtually eliminate change orders.



Sales Associates Training

Cooperative Contracts is an standing agenda item on WTI and Tremco sales associates training which is conducted at our corporate headquarters. We use this training to educate newly trained representatives on the value of promoting sales through cooperative contracts.

Sales Representatives Training

We continue to provide training to all sales representatives throughout every region to provide updated information and refresh them on the benefits and value of promoting sales through a cooperative contract.

Contractor Network Training

WTI and Tremco has conducted numerous training sessions for strategic contractors who are members of our Contractor Network. These sessions educate our *in-network contractors* on the benefits of marketing our OMNIA contracts to their existing and prospective public market customers. We will continue to offer training as new strategic contractors enter the Contractor Network.

Design Community

WTI and Tremco engage with the design community on a daily basis with the goal of ensuring they have the technical knowledge required to specify our product and service solutions, and how our solutions may serve the needs of their public customers.

WTI and Tremco AIA Accredited Cooperative Presentation

Our focus on training within the design community includes an AIA-accredited seminar on the value of cooperative purchasing. Hundreds of architects across the country are reached through WTI and Tremco's ongoing seminar program.

Additionally, WTI offers AIA CES seminars which are presented by our sales representatives. These seminars are available in a variety of formats to accommodate both large and small groups. We have more than two hundred Technical Field Advisors to conduct trainings throughout the United States. Their qualifications include roofing experience, OMNIA/Region 4 ESC contract experience, expert knowledge of roofing and waterproofing products, and roofing industry standards and practices, as well as training on contract compliance, legal compliance, product attributes, and sustainability. Technical Field Advisors schedule training as necessary and based on requests.

Webinars

We also provide seminars featuring educational topics which include roof asset management, cooperative contract purchasing, indoor air quality, and sustainability. Our goal is to continue to enhance our seminar programs so that we increase customer attendance, as past seminars have generated significant interest.

B. Provide a Detailed Ninety-Day Plan Beginning from Award Date of the Master Agreement Describing the Strategy to Market the Master Agreement to Current Participating Public Agencies, Existing Public Agency Customers of Supplier, as Well as to Prospective Public Agencies Nationwide Immediately Upon Award, to Include, but not Limited to:

With a wide variety of resources at our disposal, we can tailor each of our marketing plans and schedules as needed. Outlined below is our estimated 90-day plan which will continue throughout the duration of the OMNIA contract. The following marketing plan may be adjusted to meet imminent needs and/or strategic deadlines. We will collaborate with OMNIA to assure that the schedule, materials, and platforms meet the contract needs.

i. Creation and Distribution of a Co-Branded Press Release to Trade Publications

The contract award will be announced through co-branded press releases distributed through various social media and trade outlets such as LinkedIn, Twitter, and Facebook. We will also issue an internal announcement to Tremco/WTI personnel communicating the new OMNIA award, the competitive advantage it offers WTI, and how the agreement benefits our Public Sector Agencies.

ii. Announcement, Master Agreement Details and Contact Information Published on the Supplier's Website Within First 90 Days

We will include the addition of this new contract on our WTI/OMNIA landing page at www.tremcoroofing.com announcing the new contract. The OMNIA page will also contain a summary of all awarded contracts and information on the benefits of utilizing an OMNIA contract and a link to OMNIA. In addition, the contract information will be added to Tremco/WTI's dedicated cooperative contract website at www.yourroofexperts.com/omnia-partners/.



iii. Design, publication and distribution of co-branded marketing materials within first 90 days

- Continuation of marketing initiatives already underway as a result of our current OMNIA contracts.
- Continue to develop/modify existing co-branded literature to promote the contract.
- Equip Sales Representatives with the contract announcement and marketing materials to personally distribute to current and prospective customers within the public sector advising them of WTI's and Tremco's full offering available through the contract.

iv. Commitment to Attendance and Participation with OMNIA Partners, Public Sector 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

Trade Show/Conferences/Summits/Etc. Support (throughout the contract).

WTI and Tremco participates in a number of national and regional/local trade shows, for example:

- National Institute of Governmental Purchasing (NIGP)
- National Association of Education Procurement (NAEP) and regional events
- National APPA and regional events
- Numerous state and regional events
- OMNIA Regional Summits
- Tremco sponsored regional Education and Training events

Because attendance at these events is critical to building awareness of our OMNIA contracts, we will continue sponsoring events supporting these organizations. In addition, we will continue to pursue speaking engagements at all relevant events to educate attendees on industry best practices and the value of utilizing cooperative contracts in the public market.







PERFORMANCE CAPABILITY

Building upon recent sponsorships, our presentations are customized to meet OMNIA members interest, with a focus on solutions that deliver financial and procurement benefits. We will include product demos as appropriate.

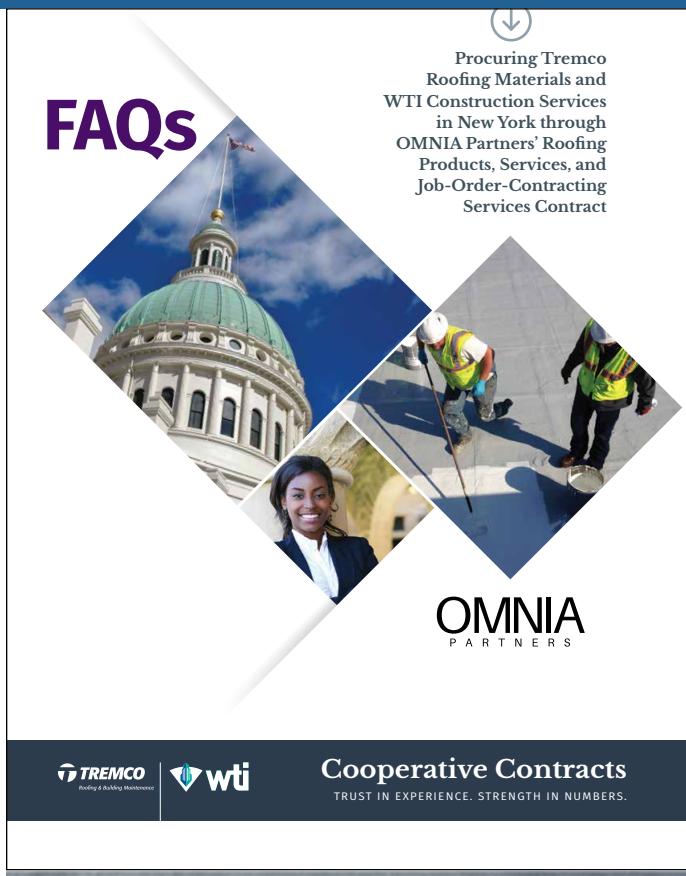
Recent topics have included:

- Achieve Improved and Efficient Facilities While Reducing Capital Outlay
- ROI Asset Management Approach to Drastically Change Roof Funding Priorities and Improve Finances
- Restoration to Extend the Useful Life of Roof Assets
- Facilities Savings Strategies
- ESSER Funding
- Safety and OSHA Compliance
- Financial Benefits to HVAC/Indoor Air Quality Remediation

Participation in OMNIA and supplier specific trade shows, conferences and meetings is an important tactic. Regional trade shows, conferences, and Lunch and Learns are coordinated directly with local sales representatives to ensure our team members that are closest to the customer and market opportunity are engaged. Topics addressed at trade shows and other customer-related engagements are customized to meet local needs and priorities, including those topics of most concern to facility owners. For instance, "Lunch and Learns" feature specific state procurement requirements for contract use, building issues that are typical for the environment, as well as technologies to extend the life of roof assets.

v. Commitment to Attend, Exhibit and Participate at the NIGP Annual Forum in an Area Reserved by OMNIA Partners, Public Sector for Partner Suppliers. Booth Space will be Purchased and Staffed by Supplier. In addition, Supplier Commits to Provide Reasonable Assistance to the Overall Promotion and Marketing Efforts for the NIGP Annual Forum, as Directed by OMNIA Partners, Public Sector

We plan to participate in the NIGP Annual Forum on a yearly basis. Our level of commitment is based on financial resources available to support all initiatives which includes custom





marketing, supporting OMNIA events, Lunch and Learns, and targeted sales representative and Contractor Network training. WTI and Tremco will continue to support outreach efforts such as NIGP as a partner vendor to OMNIA.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

We will strategically advertise in regional trade publications including local association opportunities. This advertising will expand on creative marketing pieces to capture the attention of OMNIA members. Messaging will be consistent and highlight our relationship with OMNIA.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Ongoing Marketing Initiatives (throughout duration of the contract)

Our marketing efforts will continue to focus on the advantages of procuring under the OMNIA contract. This will be accomplished through:

- Promotional campaigns for lead generation
- Case stories demonstrating WTI customer success through the OMNIA contract (as permitted by public customers)
- Promotion of white papers demonstrating WTI's technical and business expertise
- Develop and release presentation materials and webinars for consistent messaging/branding across the sales team

WTI will implement an ongoing integrated campaign for the contract period to generate qualified leads and support our direct sales teams. Our launch strategy will be designed to ensure our personnel are trained and fully engaged with OMNIA members.

Co-branded Materials

Our co-branded literature has been produced to promote our extensive solutions available through our OMNIA contracts.





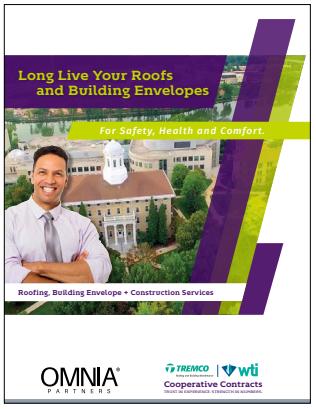
PERFORMANCE CAPABILITY

Additional literature and sales tools will be created as needed to continually drive awareness, support our sales representative customer relationships, and generate qualified leads.

- Our Tremco/WTI/OMNA capabilities brochure is a flagship piece that is widely distributed to prospects in print and digital format
- Our OMNIA contract for Comprehensive Exterior Surfacing Products, Services, and Paving Solutions is highlighted in a dedicated brochure.
- The benefits of our Job Order Contracting contract are explained in a JOC-specific marketing brochure.
- State -specific fliers are produced to further support local sales representative initiatives.
- Our National Cooperative Contractor Network flier to owners features the benefits this procurement solution offers to both public procurement and public facility management professionals. In addition to our direct distribution to prospective public agencies, this flier is also made available to In-Network contractors for use with their customers.
- Produced as our initial contractor recruitment tool, an additional National Cooperative Contractor Network flier, geared toward contractors, presents the benefits and competitive advantage the program makes available to qualified contractors who join the Network. This flier will continue to be distributed to targeted contractors.
- Leading In-Network Contractors are further supported with customized co-branded literature promoting their company, WTI and Tremco, and OMNIA,

Case Studies

Tremco has and will continue to produce case stories in a variety of formats depending upon the nature of the customer experience. In keeping with our strategy of both Creative Engagement and Personal Communications, whenever possible these stories put people upfront while promoting the use of the OMNIA contract. However, due to the sensitive nature of the public customer approval



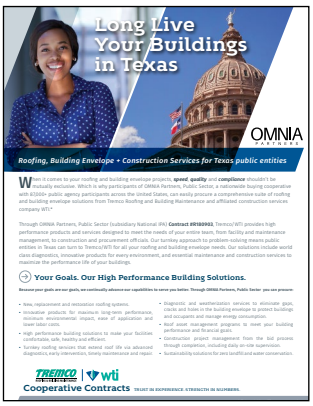
Press the hyperlinked image above to go to our Primary OMNIA brochure



Press the hyperlinked image above to go to our Exterior Surfacing brochure



Press the hyperlinked image above to go to our Exterior Surfacing brochure



Press the hyperlinked image above to go to our Texas State Case Study



Press the hyperlinked image above to go to our Florida State Case Study



Press the hyperlinked image above to go to our Contractor Network Flier

process to be part of focused case stories, we will also create some generic case stories that highlight the OMNIA contract as well as the project executed.

Marketing Roofing and Building Envelope Solutions

WTI and Tremco will continue to produce informational pieces on our extensive capabilities in servicing OMNIA members. We will continue to produce pieces that provide educational value, which is part of our marketing strategy deployed in support of our OMNIA's contracts. We believe this strategy is especially important in sustaining current customer relationships.

Our educational focus includes both technical and business information to help customers manage their roofing and building envelope assets. WTI and Tremco continue to invest in promotional literature featuring our unique solutions, such as our restoration and roof management literature.

Due to the COVID-19 pandemic, we had to postpone implementing some of our unique and creative marketing campaigns such as our pie campaign and animal cracker campaign. These campaigns not only satisfied the appetite of many, it focused attention on Tremco and our offerings under our past OMNIA contract. We will continue to explore such creative opportunities which are personalized to include a message from our local sales representative and will include the OMNIA logo and messaging.

viii. Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:

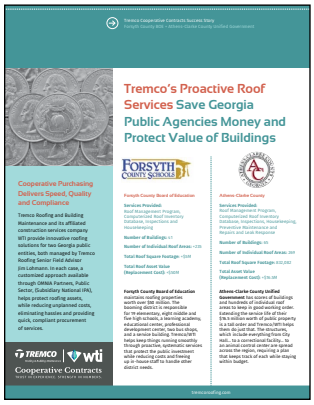
In support of our cooperative strategy, we will provide a fast and simple online destination for prospects and customers to access all related sales literature. This includes information on our corporate website as well as on our dedicated Cooperative Purchasing microsite at https://yourroofexperts.com/omnia-partners/.



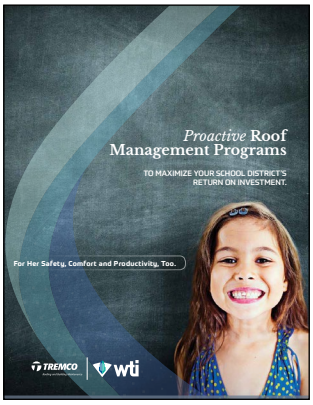
Press the hyperlinked image above to go to our Montgomery County Case Study



Press the hyperlinked image above to go to our Yuba Community College Case Study



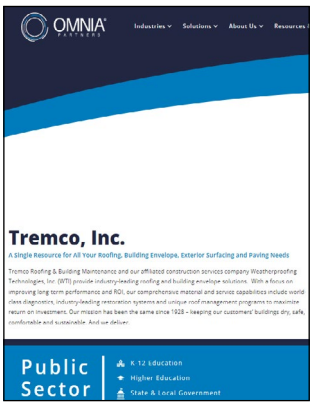
Press the hyperlinked image above to go to our Public Agencies Case Study



Press the hyperlinked image above to go to our Roof Management Brochure



Press the hyperlinked image above to go to our Restoration Brochure



Press the hyperlinked image above to go to our OMNIA Public Sector Home Page

- OMNIA Partners, Public Sector standard logo—As a current awardee of three OMNIA contracts, we already have a landing page for OMNIA containing the logo
- Copy of original Request for Proposal—We provide a link to access our OMNIA contract awards
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier—We provide a link to access our OMNIA contract awards
- Summary of Products and Pricing—Although we follow the pricing submitted and approved by Region 4 ESC, based on the fact that each project scope of work is different, we do not post online catalogs which is more conducive to a commodity type of a sale
- Marketing Materials—We provide access to pertinent marketing materials
- Electronic link to OMNIA Partners, Public Sector's website including the online registration page—We provide a link to access OMNIA's website and registration
- A dedicated toll-free number and email address for OMNIA Partners, Public Sector—We have an avenue to receive information requests through YourRoofExperts.com

WTI and Tremco will continually refresh our web pages as we launch new literature, case stories, webinars, and marketing pieces we believe our targeted procurement and facility management personnel will find most helpful, while simultaneously promoting our value proposition and our OMNIA contracts. In addition, OMNIA's section on www.yourroofexperts.com houses important information on our OMNIA contracts and provides an opportunity for public agencies to request a consultation.

Social Media Outreach

WTI and Tremco will announce our OMNIA contract award via Twitter and LinkedIn. Social media will remain in our media mix to promote our solutions throughout the term of the contract. We will focus on seasonal solutions to keep content fresh and timely.





WTI and Tremco promote on YouTube and LinkedIn a variety of videos on various topics intended for OMNIA members and contractors, such as our Cool Roof Video presenting how a roof ages and the financial benefits of restoration versus replacement. Our YouTube channel and LinkedIn postings also feature case stories, product demonstrations, and application tips. In addition, webinar and training events will be promoted through social media outlets.

Marketing Strategy Development

The above marketing tactics support our marketing strategy with the following objectives:

- Focusing on targeted high-worth public sector accounts in collaboration with our sales team and OMNIA resources and other sales personnel
- Promoting how our unique and extensive and single-source capabilities benefit OMNIA members
- Demonstrating WTI and Tremco are leaders in the public sector market through examples of past performance
- Demonstrating OMNIA's benefits and capabilities to build further awareness and help build OMNIA's membership.

WTI's past and current contracts have been successfully implemented because of our commitment to a proactive, highly targeted and integrated approach to new business development. Our senior and key personnel will continue to be responsible for servicing participating agencies under the contract, including performing outreach and timely follow-up to participating agencies.

As demonstrated throughout this section, our direct sales team will continue to leverage a variety of sales and marketing initiatives including, but not limited to, customized sales tools, targeted promotions, Lunch & Learns, trade association public speaking and trade show participation, targeted advertising, social media, one-on-one meetings, etc. In addition, WTI will utilize the expertise of OMNIA's marketing team and logo for marketing materials to clearly identify our association with OMNIA.

C. Describe How Supplier Will Transition any Existing Public Agency Customers' Accounts to the Master Agreement Available Nationally Through OMNIA Partners, Public Sector. Include a List of Current Cooperative Contracts (Regional and National) Supplier Holds and Describe How the Master Agreement will be Positioned Among the Other Cooperative Agreements.

Current list of Cooperative Contracts:

- OMNIA Roofing Products, Services and Job-Order-Contracting
- OMNIA Job Order Contracting
- OMNIA Exterior Surfacing Products, Services, and Paving Solutions
- AEPA Roofing and Building Envelope Services
- E&I Roofing Systems, Exterior Building Maintenance, Products, Supplies and Related Services
- CMAS Roofing and Building Envelope Services
- MHEC Facility Maintenance and Energy: Assessment and Software

WTI and Tremco has been on cooperative contracts and/or JOC IDIQ type contracts since 1995 and have performed on 1,000's of projects utilizing these contracts. Tremco has and will continue to aggressively market our OMNIA contracts which is evident by our sales growth from our 2013 contract through our current contracts. While many public agencies value our OMNIA contracts, certain agencies and jurisdictions require the use of a different contract. We will continue to promote the use of our OMNIA contracts where applicable in compliance with state statutes.

D. Acknowledge Supplier Agrees to Provide its Logo(s) to OMNIA Partners, Public Sector and Agrees to Provide Permission for Reproduction of Such Logo in Marketing Communications and Promotions. Acknowledge that Use of OMNIA Partners, Public Sector Logo Will Require Permission for Reproduction, as Well.

WTI agrees to provide its logo and gives permission for reproduction in marketing communications and promotions. In addition, we will work with OMNIA's marketing resources to obtain approval on all co branded marketing.

E. Confirm Supplier will be Proactive in Direct Sales of Supplier's Goods and Services to Public Agencies Nationwide and the Timely Follow Up to Leads Established by OMNIA Partners, Public Sector. All Sales Materials are to Use the OMNIA Partners, Public Sector Logo. At a Minimum, the Supplier's Sales Initiatives Should Communicate:

i. Master Agreement was Competitively Solicited and Publicly Awarded by a Principal Procurement Agency
ii. Best Government Pricing
iii. No Cost to Participate
iv. Non-Exclusive

WTI agrees to provide proactive direct sales of its goods and services to public agencies and perform timely follow-up to OMNIA and any leads provided. At a minimum we will communicate the Master Agreement was competitively solicited and publicly awarded, that WTI provides market competitive pricing which considers any site-specific savings available to the participating agency, there is no cost to the members to use the contract, and it is non-exclusive.

F. Confirm Supplier Will Train its National Sales Force on the Master Agreement. At a Minimum, Sales Training Should Include:

i. Key Features of Master Agreement
ii. Working Knowledge of the Solicitation Process
iii. Awareness of the Range of Public Agencies that can Utilize the Master Agreement Through OMNIA Partners, Public Sector
iv. Knowledge of Benefits of the Use of Cooperative Contracts

We confirm that our training and educational support of our national sales force with participation from our executive leadership, along with OMNIA, includes the items noted in i. through iv. above. As mentioned previously, our long history with successfully performing on Region 4 ESC/OMNIA/National IPA/TCPN contracts enhances our ability to transition from our current contract to a newly awarded contract.

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

	NAME	TITLE	E-MAIL	PHONE
Executive Support				
Marketing				
Sales				
Sales Support				
Financial Reporting				
Accounts Payable				
Contracts				

Key Contacts Table

H. Describe in Detail How Supplier's National Sales Force is Structured, Including Contact Information for the Highest-Level Executive in Charge of the Sales Team.

WTI and Tremco's sales force is structured regionally, with Regional Managers operating across nine divisions nationwide. Each region includes several dozen sales team members and business development managers who work collaboratively on projects that include material sales as well as general services and contracting. In addition, our representatives are supported by team members who support other Tremco CPG entities who work collaboratively to provide a robust offering to provide solutions best suited to each participating agency's needs.

The highest-level executive in support of the sales team is JK Milliken, President of Tremco.

Email: [redacted]
Phone: 216-292-5000 800-852-6013

I. Explain in Detail How the Sales Teams Will Work with the OMNIA Partners, Public Sector Team to Implement, Grow and Service the National Program.

Brand Strategy

Tremco continues to refresh its cooperatives brand strategy targeting the public market across the US in promoting our unique portfolio of integrated products and services developed to extend the life of roofs and building envelopes. We engage an outside marketing firm with extensive past experience with both WTI and Tremco as well as the cooperative market segment to create differentiating materials and manage the daily execution of our brand strategy. This firm works closely with both Tremco's corporate management, internal marketing team, and field sales organization to ensure marketing tactics reflect both our national and regional goals.

Differentiation to build greater awareness and appreciation for our truly unique value proposition through OMNIA/ Region 4 ESC serves as the foundation of our continuing brand strategy. WTI and Tremco have a long record of success based upon our ability to create and maintain strong, lasting relationships as we customize product and service solutions that are in the best interest of our public agency customers.

Tremco's cooperative brand strategy reflects not only this proven performance but our continuing commitment to meeting the needs of people and organizations throughout our sales cycle. Our audiences include the management staff with fiscal responsibility for their building assets, managers tasked with maintaining building operations, procurement officials, and the building occupants who depend upon them all to provide safe, comfortable, and affordable facilities.

WTI and Tremco has a dedicated brand strategy for our cooperative contracts market segment.

Marketing Objectives

Developed to reflect this brand strategy, our marketing program goals, which we are actively promote, as listed below, take an integrated approach for consistent branding so we may effectively leverage resources and maximize new business opportunities.

- Position WTI and Tremco as a leading provider of roofing and building envelope solutions to Public Agencies with the distinct ability to simplify and streamline procurement through our OMNIA contract.
- Enable Tremco sales representatives to clearly and consistently articulate our value proposition to ensure all prospects understand the breadth and depth of our total capabilities available through our OMNIA contract.
- Generate qualified leads for targeted states through highly focused marketing activities in collaboration with OMNIA Partners, WTI, and Tremco's field sales organization.
- Assist and enable Members of the National Cooperative Contractors Network to promote the OMNIA contracts to their local public entities.

Marketing Activities

Tremco takes an integrated approach to market our OMNIA contracts by syncing the following tactics to the customer life-cycle.

- Advertising and publicity to build broad market awareness across the country
- Outbound campaigns to generate qualified leads for WTI and National Cooperative Contractor Network solutions available through OMNIA/Region 4 ESC
- Direct sales tools to drive consistent, critical messaging during one-on-one and group presentations and meetings.
- Web and social media marketing to maximize reach and prospect convenience.

I. Explain in Detail How Supplier Will Manage the Overall National Program Throughout the Term of the Master Agreement, Including Ongoing Coordination of Marketing and Sales Efforts, Timely New Participating Public Agency Account Set-Up, Timely Contract Administration, etc.

WTI has successfully implemented and performed similar construction and roofing products and services on multiple contract awards for more than ten different types of cooperatives. We will continue to customize our proven framework to develop a client-specific approach for contract implementation. Our customized approach includes marketing, customer relationship development, specification development, project deliverables, job-order acceptance and performance, emergency response, account management (including invoicing), timely completion and close out of projects, and executive support of our public market strategy. Depending upon individual cooperative needs, we can incorporate other services to best meet participating agency needs. WTI has an established framework and a nationwide presence, so we can easily adapt to individual cooperative and member requirements.

Upon award of a cooperative contract, we implement our proven marketing approach which includes educating our in-house staff on the contract and rolling out our services through co-branded marketing efforts to cooperative

Members. As discussed in our marketing rollout plan, this typically includes a combination of press releases, social media announcements, direct/email mailings, advertisements, participation in trade shows, social media, and website interactions. Beyond marketing, we also mobilize our existing construction-management personnel to make certain we have the availability to respond to cooperative projects. As a result of our nationwide presence, we draw from a large pool of resources to staff cooperative projects depending on location throughout the US.

Our success with cooperative purchasing programs is demonstrated by consecutive contract awards by many cooperatives. These renewals prove our ability to meet agency expectations as well as speak to the effectiveness of our organization to market and perform critical services. OMNIA members can also see evidence of our cooperative successes in our customer satisfaction metrics, where customers awarded us a 9.1 out of 10 overall satisfaction rating and 97% of respondent customers said they would purchase our roofing systems again. To see this in greater detail use the "Tremco Quality Control Customer Satisfaction Program" hyperlink button on the first links page at the beginning of this proposal.

J. State the Amount of Supplier's Public Agency Sales for the Previous Fiscal Year. Provide a List of Supplier's Top Ten Public Agency Customers, the Total Purchases for Each for the Previous Fiscal Year Along with a Key Contact for Each.

WTI and Tremco's Public Agency Sales in FY2022 were approximately [redacted] for both cooperative and traditional sales. WTI has taken an exception to providing the list of top ten public agency customers as this information is considered privileged and we do not have permission from our customers to divulge it.

K. Describe Supplier's Information Systems Capabilities and Limitations Regarding Order Management Through Receipt of Payment, Including Description of Multiple Platforms That May be Used for Any of These Functions.

WTI will make progress payments to subcontractors based upon applications for payment submitted by the subcontractor. Subcontractors are required to submit monthly requisitions for payment for work completed during the preceding month unless the billing requirements of the participating agency contract documents specify otherwise, and those requirements will supersede these provisions. WTI will issue progress payments on properly submitted requisitions relating to work performed in accordance with the contract documents on a net-30 basis from receipt unless different terms are expressly provided in the contract documents. The amount of each progress payment to the subcontractor will be equal to the following:

- The percentage of completion for the work of the subcontractor on a monthly basis and in accordance with the contract
- Plus, the amount allowed for materials (if any)
- Less the aggregate of previous payments to the subcontractor, and less ten percent (10%) or specified retainage

Retainage will be held until the DO has received a final inspection and has been accepted by the participating agency. WTI will not be required to pay subcontractors more than received for our work.

Final payment, constituting the entire unpaid balance of the contract sum, will be made to subcontractors when the work has been completed to the satisfaction of WTI, Region 4 ESC, OMNIA Partners, Public Agencies and the DO is fully

performed (including proper delivery of waivers of lien and other documentation required by the contract documents). A final certificate for payment will be issued by a participating Public Agency for the work and WTI will receive final payment from the participating Public Agency.

L. Provide the Contract Sales (as Defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier Will Guarantee Each Year Under the Master Agreement for the Initial Three Years of the Master Agreement ("Guaranteed Contract Sales").

YEAR ONE*	YEAR TWO*	YEAR THREE*

*These are projected figures, WTI does not guarantee sales.

Due to the fact the contract start date of November overlaps with our current #R180903 contract which expires February 29, 2024, sales will continue under #R180903 creating a transition year between #R180903 and #R23-04 in year one. There will be residual sales under #R180903 from proposed work but not awarded and from maintenance and warranty contracts that are multi-year agreements.

i. To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

While many public agencies value our OMNIA contracts there are many factors that go into securing a sale including how a public agency would like to procure our solutions, including agency-specific contract preferences, agency procurement policy, administrative and legislative procurement policy. The intent of our response, and contract, is to continue to provide OMNIA members a vehicle for which they can easily and compliantly procure needed roofing and building envelope solutions. Based on the needs of servicing OMNIA members, WTI will aggressively promote this contract with the intent of producing sales under this contract as we have under our Current Roofing Products, Services and Job-Order-Contracting contract that is reaching its expiration. However, due to the speculative and unique nature of the services we provide, including legislative and administrative code challenges, we do not have the ability to guarantee sales.

M. Even Though it is Anticipated Many Public Agencies will be able to Utilize the Master Agreement Without Further Formal Solicitation, there Maybe 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, Public Sector).

ii. If Competitive Conditions Require Pricing Lower Than the Standard Master Agreement Not-To-Exceed Pricing, Supplier May Respond with Lower Pricing Through the Master Agreement. If Supplier is Awarded the Contract, the Sales are Reported as Contract Sales to OMNIA Partners, Public Sector 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, Public Sector).

iv. If Alternative or Multiple Proposals are Permitted, Respond with Pricing Higher than Master Agreement, and Include Master Agreement as the Alternate or Additional Proposal.

Detail Supplier's Strategies Under these Options When Responding to a Solicitation.

As mentioned previously, there are many factors that go into how a public agency would like to procure our solutions which include traditional bidding of products. Tremco/WTI will, if electing to respond to such solicitations, will respond as we do in our normal course of our traditional business outside of our OMNIA contracts.

ii. The Successful Offeror will be Required to Sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement Prior to Contract Award. Offerors Should have Any Reviews Required to Sign the Document Prior to Submitting a Response. Offeror's Response Should Include any Proposed Exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

WTI has reviewed Appendix D, Exhibit B, OMNIA Partners Administration Agreement and included exceptions/proposed modifications on Appendix B, Terms and Conditions Acceptance Form, as required.

iii. Include Completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Please see the completed Exhibit B, Exhibit C, Appendix D, Exhibit F, and Exhibit G on the following pages.

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 COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the

foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of three percent (3%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

~~Weatherproofing Technologies~~
~~3735 Green St.~~
~~Beachwood, OH 44122~~
~~Att.: Jane Krivos~~

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**
J K Milliken/ss	
Signature	Signature
J.K. Milliken	Sarah Vavra
Name	Name
President	Sr. Vice President, Public Sector Contracting
Title	Title
6/14/2023	
Date	Date

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector, Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO

CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC**
J K Milliken/ss Authorized Signature	Signature
J.K. Milliken Name	Sarah E. Vavra Name
President, Weatherproofing Technologies Inc. Title and Agency Name	Sr. Vice President, Public Sector Contracting Title
6/14/2023 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] Weatherproofing Technologies Inc.

J K Milliken/ss
Signature

J.K. Milliken
Name

President
Title

6/14/2023
Date

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Public 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 Public 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 Public Agency and the Participating Public 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 Public Agency expends federal funds, the Participating Public 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 JKM 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 Public Agency expends federal funds, the Participating Public 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 JKM 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 Public 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 JKM 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 Public 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 JKM 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 Public 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 Public Agency resulting from this procurement process.

Does offeror agree? YES JKM 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 Public Agency, the offeror certifies that during the term of an award for all contracts by Participating Public 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 JKM 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)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Public Agency, the offeror certifies that during the term of an award for all contracts by Participating Public 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 JKM 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 Public Agency, the offeror certifies that during the term of an award for all contracts by Participating Public 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 Public Agency.

Does offeror agree? YES JKM Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Public Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Public 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 JKM Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Public 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 JKM Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Public 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 JKM 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 Public 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. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Check for YES: ☒

OR

Certificate of <u>Non-Compliance</u> with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☒

OR

Certificate of <u>Non-Compliance</u> with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does offeror agree? YES JKM Initials of Authorized Representative of offeror

Offeror's Name: Weatherproofing Technologies Inc.
Address, City, State, and Zip Code: 3735 Green Rd., Beachwood, OH 44122
Phone Number: 800-852-6013
Fax Number: N/A

Printed Name and Title of Authorized Representative: J.K. Milliken, President
Email Address: jmilliken@tremcoinc.com
Signature of Authorized Representative: JK Milliken/ss
Date: 6/14/2023

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt *(See FAR 25.103)*, when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).*

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Transit Administration funds, offeror certifies that its products comply with the requirements of 49 U.S.C. 5323(j), 49 U.S.C. 5323(j)(1), and the applicable regulations of 49 CFR 661 and 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 Public 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 JKM 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 JKM 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 JKM 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: Weatherproofing Technologies Inc.

Address, City, State, and Zip Code: 3735 Green Rd., Beachwood, OH 44121

Phone Number: 800-852-6013 Fax Number: N/A

Printed Name and Title of Authorized Representative:
J.K. Milliken, President

Email Address: jmilliken@tremcoinc.com

Signature of Authorized Representative: J K Milliken/ss Date:
6/14/2023

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the

Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any

part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental,

developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C 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, Weatherproofing Technologies 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.

JK Milliken/ss

Signature of Contractor's Authorized Official

6/14/2023

Name and Title of Contractor's Authorized Official

J.K. Milliken, President

Date

6/14/2023

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

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

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase,

acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes

clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Weatherproofing Technologies Inc.

Address, City, State, and Zip Code:
3735 Green Rd., Beachwood, OH 44122

Phone Number: 800-852-6013 Fax Number: N/A

Printed Name and Title of Authorized Representative:
J.K. Milliken, President

Email Address: jkmilliken@tremcoinc.com

Signature of Authorized Representative: J K Milliken/ss

Date: 6/14/2023

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).

(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this

Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as

amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may

result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations,

"Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients,

and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

Stated Reason(s):_____
_____
_____

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-

rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Participating Public Agency.

2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor’s receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

2) A protest shall include:

    a. The name, address, and telephone number, including FAX number if available, of the protestor;

    b. The signature of the protestor or authorized representative;

    c. Identification of the contract/solicitation;

    d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

    e. The form of relief requested.

3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this

procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

    a. The items to be procured are urgently required;

    b. Delivery or performance will be unduly delayed by failure to make the award promptly; or

    c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

    a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or

    b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.
A protest filed with FTA shall:

    a. Include the name and address of the protestor.

    b. Identify the grantee, project number, and the number of the contract solicitation.

    c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

    Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran, Russia and Belarus
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;

- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;

- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and

- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Weatherproofing Technologies Inc.

Organization Address: 3735 Green Rd., Beachwood, OH 44122

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):	J.K. Milliken,	Title:	President
Signature:	J K Milliken/ss	Date:	6/14/2023

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, J.K. Milliken residing in
(name of affiant)
_____
(name of municipality)
in the County of Cuyahoga and State of
_____of full age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of
_____
(title or position) (name of firm)

Weatherproofing Technologies Inc. the bidder making this Proposal for the bid entitled Region 4 ESC 23-04, 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 Weatherproofing Technologies Inc. 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
Weatherproofing Technologies Inc..

Subscribed and sworn to

before me this day

Signature J.K. Milliken

June 15, 2023

_____
(Type or print name of affiant under signature)

Justin Ray
Notary public of Ohio

My Commission expires 12.28.27

(Seal)

NOTARY PUBLIC STATE OF OHIO

JUSTIN RAY
Notary Public
State of Ohio
My Comm. Expires
December 28, 2027

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Weatherproofing Technologies Inc.

Street: 3735 Green Rd

City, State, Zip Code: Beachwood, OH 44122

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.

J K Milliken/ss — President

6/14/2023

Date ***Authorized Signature and Title***

Certification 49300

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-AUG-2021** to **15-AUG-2024**

WEATHERPROOFING TECHNOLOGIES, INC.
3735 GREEN ROAD
BEACHWOOD OH 44122

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).

JK Milliken/ss
_____
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:	Weatherproofing Technologies Inc.		
Address:	3735 Green Rd.		
City:	Beachwood	State: OH	Zip: 44122

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.

J K Milliken/ss	J.K. Milliken,	President
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 15 day of June, 23.

(Notary Public)

My Commission expires

JUSTIN RAY
Notary Public
State of Ohio
My Comm. Expires
December 28, 2027

(Affiant)

J.K. Milliken, President

(Print name & title of affiant)

(Corporate Seal)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS
N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

OR

[ ] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

J.K. Milliken,	J K Milliken/ss
Printed Name of Authorized Agent	*Signature of Authorized Agent*
President	6/14/2023
Title	*Date*
Weatherproofing Technologies Inc.	
Company Name	

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: J.K. Milliken, Title: President

Signature: JK Milliken/ss Date: 6/14/2023

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

[X] 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.

J K Milliken/ss — 6/14/2023

Signature — Date

J.K. Milliken, President

Print Name and Title

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: WEATHERPROOFING TECHNOLOGIES, INC.

Trade Name:

Address: 3735 GREEN RD
BEACHWOOD, OH 44122-5705

Certificate Number: 0839364

Effective Date:

Date of Issuance: March 13, 2023

For Office Use Only:

20230313151614646

Certificate Number
606189

Registration Date: 02/06/2022
Expiration Date: 02/05/2024

State of New Jersey

Department of Labor and Workforce Development

Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Weatherproofing Technologies, Inc.

2022

Responsible Representative(s):
Thomas Cummings, President
Craig Nelson, Vice-President

Responsible Representative(s):
Jaime Kathryn Brink, Vice-President
Jaime Brink, Treasurer

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

iv. Describe How Offeror Responds to Emergency Service Requests.

WTI understands the importance of providing responsive service. As such, we offer service 24 hours a day, seven days per week, 365 days per year (24/7/365). In the event of an emergency situation, OMNIA members can contact 877-587-3626 with their assigned account number. The call will then be dispatched to our key personnel for response. Response time is established with the account to define emergency (two- to four-hour response), standard (24- to 48-hour response), etc. The dispatch for each location includes up to four points-of-contact (POCs), as shown below, to ensure effective response.

1	WTI Technician 1
2	WTI Technician 2
3	WTI Contractor
4	WTI Technical Advisor

Upon dispatch, the appropriate Technical Advisor will be notified of the issue for follow through. The Technical Advisor ensures that the request was completed and verifies WTI's and Tremco's financial responsibility.

Each member will be provided a process and an account number upon completion of a project or purchase of a warranty. The process will include an 800 number for 24/7 response at no additional cost to the member. As part of the warranty, WTI will provide 24 hours a day/seven days a week Emergency Leak Response at no additional cost. Regardless of whether the leak is related to defective materials, wear and tear or storm-related damage (within the terms of the warranty), the dispatch center logs the call for priority treatment, assuring a fast, efficient response. We will perform all emergency roof system leak repairs required in accordance with our Leak Response Program and warranty terms. The leak will be repaired immediately unless weather or other conditions prevent such work, in which case the repair schedule will be coordinated with the member to be accomplished at the next available time period.

Proposals for standard orders are typically processed in one to three days while proposals for emergency orders are typically provided within 72 hours of notification, depending upon the scope and geographic location of the project. These times may vary depending upon unforeseen conditions and/or remote locations; however, our processes and procedures are designed to accommodate these time frames.

Our key personnel have experience responding to several emergency project situations. In these instances, working with the customer to respond to such conditions is our first priority. We also rely on long-standing relationships with contractors who also respect this level of service and are available on-site 24/7. Through our Construction Managers and Superintendents, we also have the knowledge and software tools to effectively estimate damage-control costs in a matter of hours. OMNIA members can expect no less than 24/7 on-call service from WTI on the service agreement. WTI is also available during natural disasters such as fires, floods and winter storms to assist with disaster response, offering members with priority service. For emergency/disaster response, we use an Emergency Service Agreement/Disaster Response form to expedite typical purchase order procedures. We follow up our emergency-response services with the required documentation for the client.

After hours customer service needs are handled on a case-by-case basis. We make every effort to meet our customers' needs. Often, we staff our Customer Service Representatives to be able to accommodate not only daily needs but also emergency needs.

Our response times, including emergency leak response, will remain constant across all regions, however, adjustments to these response times will be made regarding remote geographical locations. In these instances, response times will be clearly communicated regarding safety, reasonable time frames and availability and mobility of personnel and equipment. Our ability to service all regions at the same level is made possible through our diverse personnel resources located across the United States and is supplemented by our extensive contractor database.

v. Describe Offeror's Ability to Meet Service and Warranty Needs.

WTI and Tremco benefit OMNIA members by offering an all-encompassing service and product portfolio complete with manufacturer warranties from a single source. WTI provides one of the most comprehensive warranty packages in the roofing industry. Each of our warranties covers installation, details, flashing, materials, workmanship, inspection and preventative maintenance. Tremco offers several product and service warranty options to participating Public Sector Agencies to match their roofing needs as detailed below. With each of the Tremco warranties, OMNIA members will receive a 1-800 leak response service. Please note that several of the warranties listed below are available in multi-year terms, based on customer needs and/or requirements.

- Quality Assurance (QA) Warranty
- QA Plus
- QA Premium Warranty
- Vegetative Warranty
- Plain and Simple Warranty
- One-Year Tremco Performance Warranty (TPW)
- Material Warranty
- Warranty extension and renewals are available for OMNIA members.

Sample Warranties

Sample warranties are available to OMNIA Members upon request.

PERFORMANCE CAPABILITY

One Building Envelope. One Warranty. One Powerful System Delivering Unmatched Protection for Your Building

Your property is a major investment, and its building envelope is a critical component. OMNIA members get one chance to get it right—or spend many years and a lot of money trying to fix it.

Made up of hundreds, even thousands, of components, a building's "envelope" protects interior spaces and occupants from the outside world. That includes shielding against the elements, excessive noise, and providing resistance to other external disturbances.

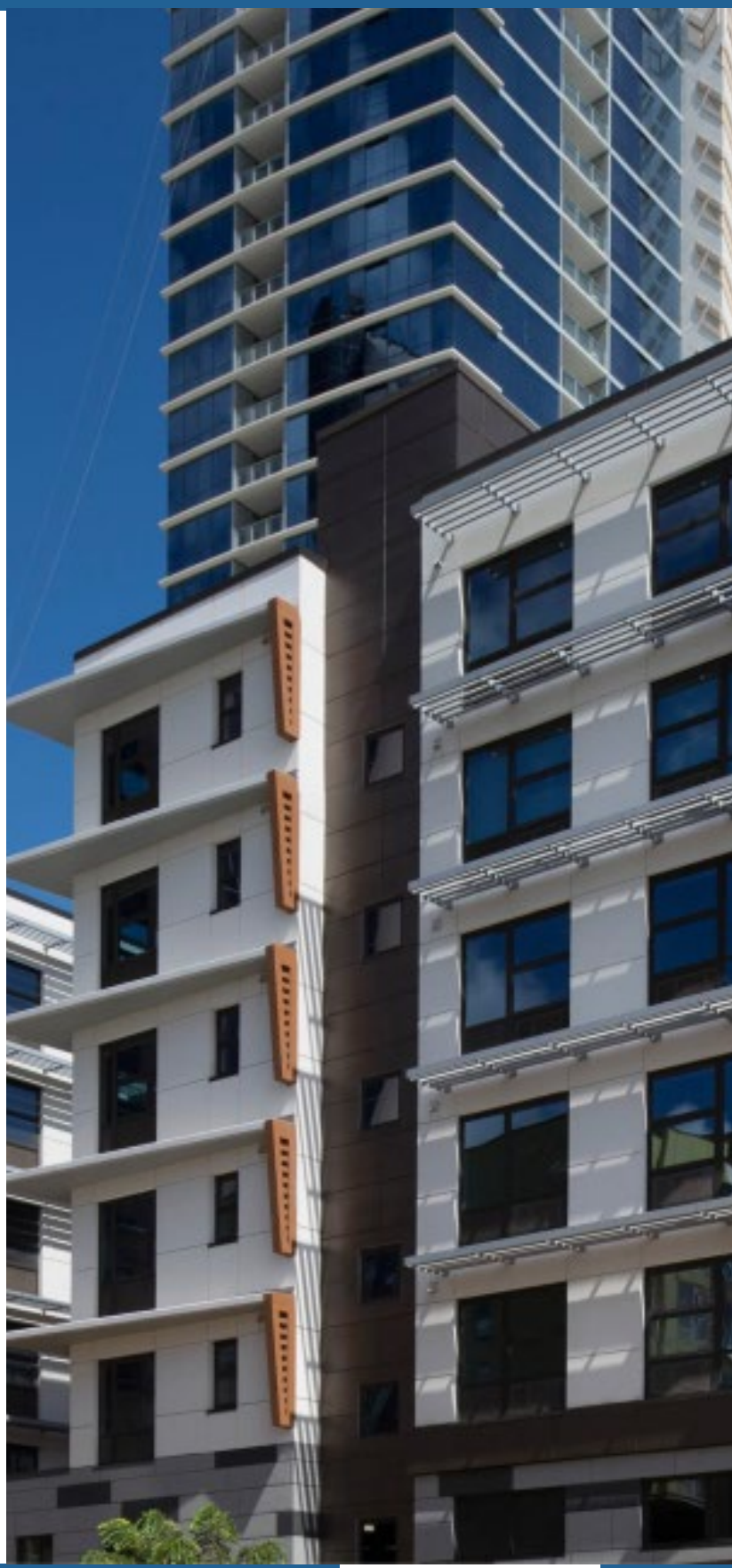
Why cobble together an envelope with materials from dozens of different suppliers when you can choose a Tremco Construction Products Group (CPG) building envelope, designed and tested to work as one continuous system and warranted together in a single document?

Systems & Services Covered Under a Single Warranty

- Air & Vapor Barriers
- Cladding
- Glazing Systems
- Insulated Concrete Forms
- Sealants & Adhesives
- Traffic Coatings
- Waterproofing

THE MORE TREMCO CPG COMPONENTS, THE MORE PROTECTION

Most individual building component warranties are limited to the dollar value of the material purchased. With a Tremco CPG warranty, the more OMNIA members single-source from the group, the greater the dollar value of coverage available should OMNIA members have an issue. That's because a Tremco CPG warranty is worth the aggregate value of all the components purchased from the group—providing a much larger pool should a member have a warranted issue on any one component.



vi. Describe Offeror's Customer Service/Problem Resolution Process. Include Hours of Operation, Number of Services, etc.

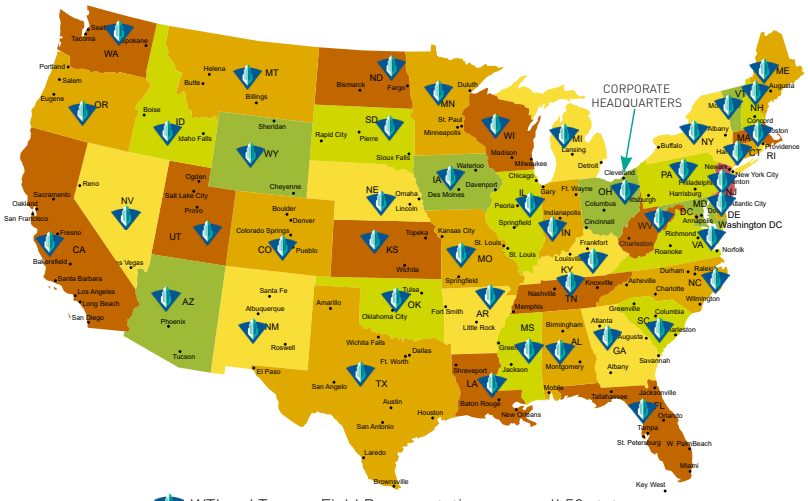
WTI's U.S. Customer Service Department consists of three Customer Service Centers as outlined in the below table.

Customer service centers and hours of operations.

Location	Phone/Fax	Hours of Operation
WTI Corporate Office 3735 Green Road Beachwood, OH 44122	Ph: (216) 292-5000 (800) 852-6013 Fx: (216) 292-5038	8:30 am – 5:00 pm (EDT)
Western Division Office 3060 East 44th Street Vernon, CA 90058	Ph: (213) 587-3014 Fx: (213) 585-6592	8:30 am – 5:00 pm (PDT)
Eastern Division Office 8 Main Street Flemington, NJ 08822	Ph: (800) 628-751 (908) 782-1927 Fx: (908) 782-1898	8:30 am – 5:00 pm (EDT)

Because of the number and location of these service centers, WTI can handle the customer's needs anywhere in the nation. If additional hours of operation are desired, WTI's Corporate Customer Service Manager, will consider accommodating the customer's needs by altering the staffing within the department to provide a superior level of customer service.

After hours customer service needs are handled on a case-by-case basis. We make every effort to meet our customers' needs. Often, we staff our Customer Service Representatives to be able to accommodate not only daily needs but also emergency needs. In the event of an emergency situation, OMNIA members can contact the 800-5-TREMCO phone number 24/7/365 with their assigned account number. The call will then be dispatched for response. As previously mentioned, customer satisfaction is a focus and differentiator for WTI and Tremco. Our talented and focused customer service staff are an important part creating positive customer experiences and satisfaction. Through their caring, ability to problem-solve and bias for action, our representatives have the capability to create a satisfied customer with every call. And, they do it every day!



WTI and Tremco Field Representation covers all 50 states

vii. Describe Offeror's Invoicing Process. Include Payment Terms and Acceptable Methods of Payments.

Payment terms are net 30 days. We can accept Purchase Order, credit cards, ACH or check.

SAP has the ability to track member purchases, products and services, billing, accounts payable and other accounting functions. Through SAP, WTI can provide customized billing and reporting to OMNIA as a whole, as well as to individual participating members. This includes management reports, consolidated billing by location, time and attendance reports for participating Members. WTI currently uses SAP on our existing contracts that integrates manufacturing, finance, planning, implementation and operations to:

- Improve customer relations and response times
- Improve performance without sacrificing quality
- Streamline manufacturing planning and execution
- Increase sales
- Reduce inefficiencies
- Improve customer service and marketing efforts
- Support finance expenditures and resources
- Streamline supply-chain planning and execution
- Monitor compliance
- Improve best business practices

viii. Describe Offeror's Contract Implementation/Customer Transition Plan.

WTI has successfully implemented and performed similar construction and roofing and building envelope products and services on multiple contract awards for more many different types of cooperatives. Prior to award of a cooperative contract, we customize our proven framework to develop a client-specific approach for implementation. Our customized approach includes marketing, project acceptance and performance, emergency response, account management (including invoicing) and executive support. Depending on individual member needs, we can incorporate other services to best meet member needs. WTI has an established framework and a nationwide presence, we can easily adapt to individual cooperative requirements.

Upon award of a cooperative contract, we implement our proven marketing approach which includes educating our in-house staff on the contract and rolling out our services through branded marketing efforts to cooperative Members. As previously discussed, this typically includes a combination of press releases, social-media announcements, direct mailings, advertisements, participation in trade shows and website interactions. Beyond marketing, we also mobilize our existing construction-management personnel to make certain we have the availability to respond to cooperative projects. As a result of our nationwide presence, we draw from a large pool of resources to staff cooperative projects depending on location throughout the US.

Our success with cooperative purchasing programs is demonstrated by consecutive contract awards by many cooperatives. These renewals prove our ability to meet agency expectations as well as speak to the effectiveness of our organization to market and perform critical services. This is evidenced in our customer satisfaction metrics, where customers awarded us a 9.1 out of 10 overall satisfaction rating and 98% of respondent customers said they would purchase our roofing systems again.

ix. Describe the financial condition of Offeror.

WTI is a building envelope industry leader and is in very good financial condition. We are an affiliate member of the Tremco CPG, Inc. line-up of companies that make up the largest division of RPM International, our Fortune 500 parent company. WTI continues to see steady growth in the market and has a very healthy pipe-line of work.

For additional information press here to go to RPM International's 10K & annual report filings

x. Provide a Website Link in Order to Review Website Ease of Use, Availability, and Capabilities Related to Ordering, Returns and Reporting. Describe the Website's Capabilities and Functionality.

Due to the nature of our business, WTI currently does not have an on-line catalog/ordering website. These construction projects are independently specified and built for each building component's current condition and structure. This requires field consulting/engineering services to design and offer the best solutions or multiple solutions for each building component. Online catalogs do not accommodate this type of built construction. WTI will provide representatives to cover and support all projects and does not provide an on-line catalog option.

Our Sales Representatives meet with customers to review and analyze individual facility roofing needs and propose the right solutions and products. This one-on-one sales approach allows our Sale Representatives to gain a full understanding of the needs of each Public Sector Agency and provide on the spot assessments of the areas of work. This approach ultimately saves time and cost in back and forth of online ordering and allows our teams to provide the services and products the customer needs the first time.

Tremco will allow for material only orders sold direct to end user, if needed, to be returned within 30 days of project completion. Depending on the products' condition, the estimated time frame to complete this return process is up to 30 days.

- Returns must be products in good condition and authorized by Tremco prior to return shipment. The following exceptions apply:
  - Exception: Due to warehouse limitations, there are no returns on Tremco Insulation products or TremLock™ Custom Metal Edge.
  - Exception: Fastener supplier does not accept returns on Insulation Fastener Discs and limits fastener returns to 3 months from shipment.
  - Exception: POWERply™ SA Base Sheet and POWERply™ SA FR returns are limited to three months from shipment.
  - Exception: THERMastic®, THERMastic® 50, and POWERply™ Modified Hot Melt Adhesive cannot be remelted or worked off, so returns of these four products are limited to pallets which are determined by a Tremco Representative to be in excellent condition.
- Tremco reserves the right to refuse a return of a product sold and shipped more than one year ago.
- Material must be returned in the account name under which it originally shipped.
- Return freight charges are the responsibility of the customer.

xi. Describe the Offerer's Safety Record.

Safety Record

Our industry can be a very dangerous one, where one wrong move can have long lasting and sometimes devastating effects on a family and our communities. This is why we require every employee to go through our OSHA safety training course. The results of our commitment to people shows as we have one of the best safety records in the industry, especially for a company of our size. The chart below illustrates WTI's commitment to safety as we have one of the best safety records in the industry. This is even more impressive when OMNIA members take into consideration that we are also one of the largest roofing and building envelope companies in the industry.

	wti — Corporate & Field Market Safety Qualifications Metric — TREMCO			
	2020	2021	2022	
EMR (Insurance Experience Modification Rate)	.70	.65	.60	
No. of Employees	1221	1311	1472	
Hours Worked	2,114,385	2,374,237	2,655,983	
No. of Fatalities	0	0	0	
No. of Recordable Incidents	14	18	25	
Total Recordable Incident Rate (per 100 full-time employees)	**1.32**	**1.52**	**2.33**	**Industry Avg.—3.4**
No. of Lost Time Incidents	0	4	0	
Lost Time Incident Rate (per 100 full-time employees)	0	.34	0	Industry Avg.—1.4

PERFORMANCE CAPABILITY

xii. Performance Bond Plan - Offeror shall submit a detailed performance bond plan that will meet the Participating Public Agency's local and state statutory requirements. The Offeror is required to be knowledgeable and current on all statutory requirements for bonding. This should include, but is not limited to, a letter from a surety company that is licensed to do business in the states being proposed in the submittal. Offerors shall also provide a written statement acknowledging that they can provide surety letters for any affiliates to Region 4 ESC or participating agencies upon request. Offerors may need to provide additional capacity as work orders increase. Bonds will not require that a fee be paid to Region 4 ESC. The actual cost of the bond will be a pass-through expense to the Participating Public Agency and added to the purchase order.

WTI has been providing performance bonds on projects for over 30 years in partnership with our insurance provider, Liberty Mutual Insurance. As we provide bonding on projects in all 50 states, WTI is experienced and knowledgeable about providing bonding for members' projects in accordance with all states' laws and statutory bonding requirements. We have enclosed a letter from our surety agent evidencing our bonding capacity of [redacted] aggregate and [redacted] for a single project, which reflect ample capacity for any project awarded under the OMNIA 23-04 resultant contract agreement. Further, we are able to provide surety letters as needed for any affiliates of Region 4 ESC that may request evidence of our ability to bond projects. Our bonding process begins at the estimating level where costs and thresholds are identified based upon project size and location in order to accurately and immediately identify bonding needs before the proposal phase starts. This process provides a quality-auditable process, which is ISO 9001:2015 certified. As project volume dictates, WTI will be able to confidently manage additional capacity to provide quality services to OMNIA members.



xiii. **Safety/Environmental Plan - Offeror shall submit a detailed safety plan with their submittal. It should specifically address how the Offeror will implement this plan with the subcontractors. The safety plan will need to address OSHA compliance, environmental compliance, drug testing, trend analysis and noncompliance corrective action. It should also state whether a safety officer will interact with the Participating Public Agency's staff and management of safety and environmental issues while working in occupied areas.**

It's not a cliché that an organization's greatest obligation is to provide a safe working environment. But that commitment takes on even more importance when a job's responsibilities include the kind of potential risk you can find on a roof.

As the market leader in providing roofing solutions and services, WTI fully recognizes what is at stake in construction and renovation projects. We never leave the safety and security of employees, installation teams and other on-site trades to chance. Job site safety grounded in proper training is without question our highest priority.

That is why every one of our roofing and building envelope projects, no matter the size, begins with a thorough understanding of the job site's potential hazards, safe work procedures, product characteristics, equipment operation, conditions, and specific customer requirements.

That understanding is based on the extraordinary safety training we provide our field advisors and technical personnel. To ensure that every installation is completed safely and efficiently, WTI has developed a comprehensive set of safety resources, with a strong emphasis on field safety training, job site audits, and extensive use of systems and communication tools.



PERFORMANCE CAPABILITY

Each of our field advisors have received safety training, to help them manage the trouble-free delivery of our products and services. All of WTI's technical field and general contracting management personnel have received at least their OSHA 10-hour safety card—a powerful statement when you consider that is the largest field team in our industry.

In addition, WTI ensures we continue providing this knowledge with a core of over 20 Authorized OSHA Outreach Trainers with extensive roofing craft experience. This in-house safety expertise permits consistent and safe installation of our systems focused on customer and site-specific health and safety requirements. A team of safety experts is also available in the field to answer questions or concerns that may arise.

Tremco Roofing and WTI consistently perform better than the industry averages for Roofing and Construction Services as measured by the commonly used Total Recordable Injury Rate (TRIR) and Experience Modification Rate (EMR) standards.

Safety Training and Expertise

- Over [redacted] OSHA Authorized Construction H&S trainers within WTI to provide and
- Extend on-the-job safety knowledge
- Over [redacted] Field Sales Advisors have received six weeks of intensive roofing,
- Technical, project management and field safety training
- Over [redacted] WTI employees with current 10-hour cards – within 3 years of issue
- Ongoing training updates—over [redacted] OSHA 10-hour cards issued since 2007
- Over [redacted] WTI employees with OSHA 30-hour cards
- Over [redacted] WTI employees trained in First Aid/CPR
- Over [redacted] WTI trained as ANSI A92 Aerial Lift Operators



WTI Safety Program

Each of the following components meet or exceed OSHA standards for the construction industry.

POLICIES AND PROCEDURES	• WTI Safety Policies • Hazard Communication Program
FIELD SAFETY	• Start Safe Checklist • Fall Protection • Hazardous Energy Control/Lock Out, Tag Out Program • Confined Space Entry Program • Fire Prevention & Protection • Personnel Protective Equipment (PPE) and Hygiene Requirements • Respiratory Protection • Hot Work (involving flames, sparks or heat) • Hearing Protection/Noise • Scaffolding Safety • Hand & Power Tools
ENVIRONMENTAL CONTROLS	• Environmental Controls (i.e., ventilation, lighting) • Waste Disposal • Vehicle Safety
EMPLOYEE TRAINING/ COMPETENT PERSONS	• OSHA [redacted] trainers • OSHA 10 hour certification • Job site inspections • Alcohol, Drug & Substance Policies and Screenings • Product Related Health Information • Tool Box 5-Minute Safety Talks for On-Site Training • Medical & First Aid Safety Training and Expertise
SAFETY TRAINING AND EXPERTISE	• Over [redacted] OSHA Authorized Construction H&S trainers within WTI to provide and extend on-the-job safety knowledge • Over [redacted] Field Sales Advisors have received six weeks of intensive roofing, technical, project management and field safety training • Over [redacted] WTI employees with current 10 hour cards – within 3 years of issue • Ongoing training updates - over [redacted] OSHA 10 hour cards issued since 2007 • Over [redacted] WTI employees with OSHA 30 hour cards • Over [redacted] WTI employees trained in First Aid/CPR • Over [redacted] WTI trained as ANSI A92 Aerial Lift Operators

Safety Data Sheets (SDS)

Access to our product Safety Data Sheets is available on each jobsite. Each SDS meets and/or exceeds US – OSHA, European Union and Canadian WHMIS. Safety Data Sheets are also available by product. Just use the product sheet web-link in the front of this proposal.

Site Specific Safety Plans

The WTI staff regularly develops plans that specify the minimum health, safety, and emergency response requirements to be followed by WTI and Tremco personnel and our subcontractors during the construction activities of a particular project. These plans include a detailed Job Hazard Analysis, designation of EHS responsibilities, a description of our products and necessary protective measures, and any additional information that the customer or general contractor may require.

Sub-Contractor Safety Program Guidelines

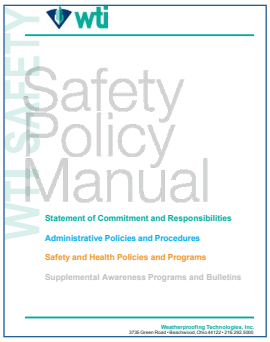
The NRCA Contractor Safety Program or its equivalent is the template for contractors and subcontractors to develop documents. Each subcontractor/installation team can use this comprehensive industry-wide program developed under an OSHA Harwood Grant to customize the safety program to meet their specific needs.

Environmental Health & Safety (EHS) Department

WTI provides a fully staffed EHS Department committed to safety—from project inception to final walk-through. A complete list of staff contact numbers is available from the corporate office to ensure ready access to all business and emergency numbers at WTI.

Full Safety Plan

A full copy of our Safety Policy Manual is available to OMNIA members upon request..







TAB 4

QUALIFICATIONS AND EXPERIENCE

REFERENCES

INCLUDES ANSWERS TO SECTION 2.c

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Tremco, originally established in 1928, along with its affiliated company, Weatherproofing Technologies, Inc. (WTI) established in 1962, offers a comprehensive inventory of roofing assessment, leak prevention, building envelope, product sales, and general contracting (GC) services. WTI and Tremco, part of Tremco Construction Products Group, has annual sales of over [redacted], owns and operates [redacted] manufacturing plants with over [redacted] employees worldwide. Our parent company, RPM International Inc., a Fortune 500 company and a world leader in specialty coatings serves both industrial and consumer markets generating nearly $7 billion in annual sales. RPM has been in business for 75 years and employs more than 14,000 people worldwide and operates 139 manufacturing facilities in 27 countries, as well as sells products in approximately 170 countries and territories. RPM is committed to providing the highest quality products and services possible in the field of roofing, sealants and coatings.

WTI, along with its affiliated company Tremco, is ISO 9001:2015 certified and was the first building envelope service company in the industry to attain this quality certification. ISO certification helps to continually improve our systems and approach to building envelope concerns and is the standard to which we have committed for our customers. We constantly look to improve our management process within our strategic planning processes through the input of our leadership, employees, and customers. Tremco is a renowned manufacturer of roofing and weatherproofing products while WTI has performed thousands of roofing projects nationwide. Regardless of the type of roof, we can offer a solution through Tremco-manufactured products or other roofing products. We have a pool of more than [redacted] pre-qualified subcontractors nationwide to assist in roofing project performance. Not only are these subcontractors approved



in the installation of Tremco products, but they are also approved to install products from other manufacturers.

WTI has expanded its service capabilities to become a full-service general contractor to all of our customers. WTI's general-contracting services include HVAC/ mechanical projects, indoor air quality solutions, asphalt paving, concrete, tile and terrazzo rehabilitation/ restoration, exterior building wall cladding systems and restoration, window systems repair and sealants, photovoltaic (PV) systems, insulated concrete forms, masonry, in addition to roofing restoration, maintenance and building envelope services. WTI's general-contracting capabilities are further supplemented by Tremco's vast sales and manufacturing resources.

ii. Describe Offeror's reputation in the marketplace.

UNMATCHED EXPERTISE AND EXPERIENCE

WTI and Tremco service customers across all markets including retail, healthcare, educational, and local, state and federal government as well as complex industrial and manufacturing companies. OMNIA members will have peace of mind knowing that their interests will be managed by a team of experienced professionals. We deliver quality assurance with each product through trained professionals who are qualified to perform roofing and building envelope services.

We are the only building envelope services company that helps maintain all six sides of the building. From start to finish we can provide solutions for every building envelope need. From building and safety assessments through complete GC services for boots on the ground work, OMNIA members can have the peace of mind that your building assets are safe and will be well looked after for years to come.

With more than 90 years of building envelope experience, Tremco is North America's foremost supplier of all aspects of roofing and building envelope materials and services. Tremco is uniquely positioned



QUALIFICATIONS AND EXPERIENCE

to provide single-source products, services and solutions for the entire building envelope. All Tremco Incorporated facilities are ISO 9001:2015. A sampling of relevant credentials, memberships and affiliations are provided below.

- Elevation Award for Roof Coatings from Durability + Design Magazine for the renovation of the 340,000-SF roof of Ford Field, home of the Detroit Lions, with AlphaGuard BIO
- NWIR – Tremco is a founding member of NRCA's newly established volunteer-based organization that provides educational and advancement opportunities for women in the roofing industry
- Center for Environmental Information in Roofing (CEIR) – WTI and Tremco are founding members of CEIR, an organization established by the NRCA dedicated to environmental and energy issues
- Contributor to 2016 Edison Award Winner – Silver for the Securock® ExoAir® 430 System
- US Army – Schofield Barracks, HI – Unit Commander's Coin – this is the highest unit citation that can be awarded to a civilian company
- US Army – West Point, NY - Unit Commander's Coin – this is the highest unit citation that can be awarded to a civilian company
- Northern Ohio District Council of Bricklayers and Allied Crafts Certificate of Appreciation for Contributions to the Apprenticeship Contest
- Roof Consultants Institute, 18th Annual Convention, Platinum Sponsor
- WTI and Tremco Sealants/Weatherproofing Division Outstanding Exhibition Award
- Business Marketing Association Silver Tower Award in Advertising
- John T. Fosdick Award for Excellence in Advertising: Highest Reader Interest Score
- Construction Specifications Institute (CSI) 20 Years of Service
- The NC99 Award of Greater Cleveland for one of the 99 Best Places in America to Work

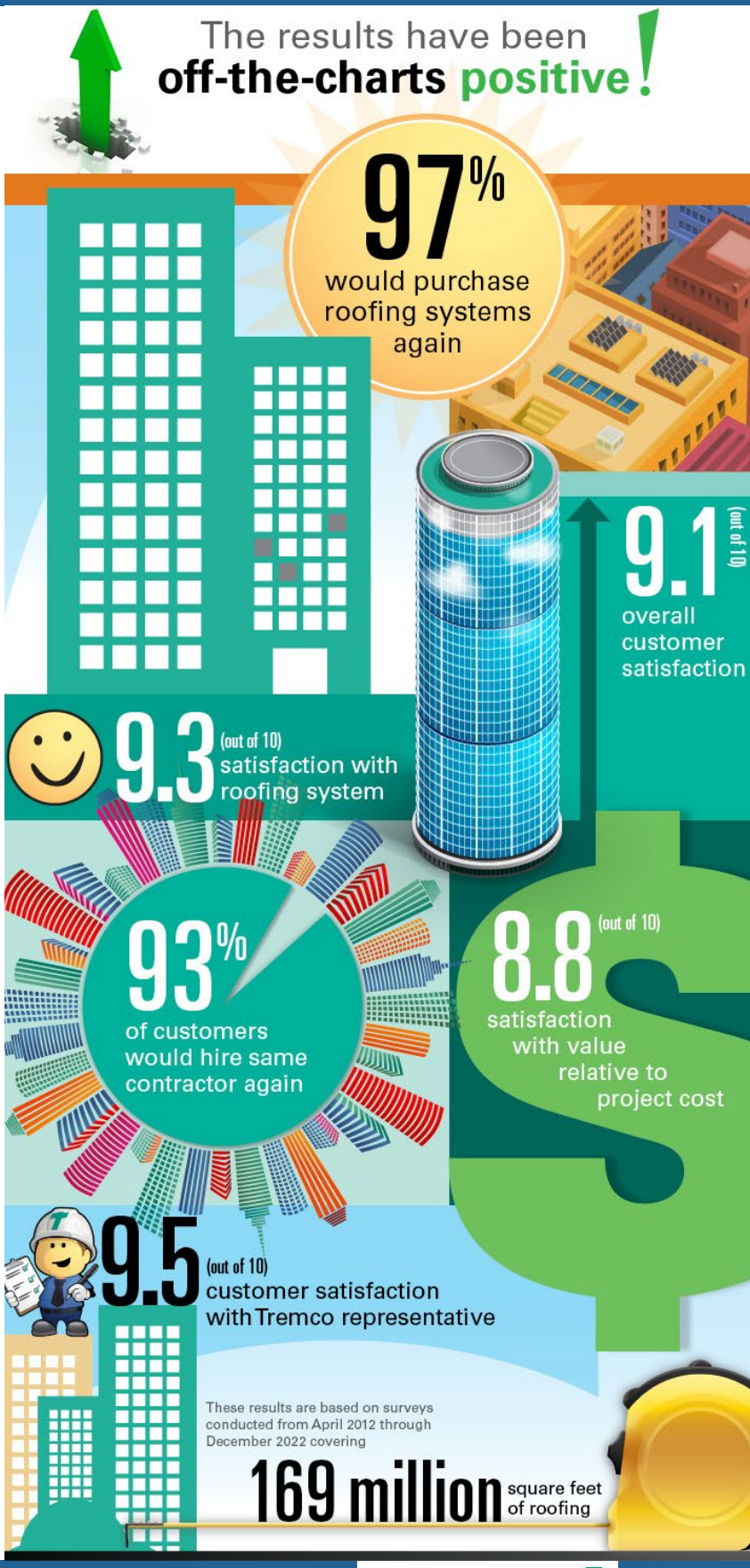


- Roof Political Action Committee (RoofPAC) – WTI and Tremco personnel have actively participated in several forums and seminars where we have presented white-paper lectures and additional industry-related information.
- Sponsor of Green Roofs and Walls of the World Virtual Summit
- Participation at the USGBC Greenbuild International Conference and Expo
- Receipt of Crain's Emerald Award Honoree for high-performance building renovation and commitment to sustainability
- Registered Provider with The American Institute of Architects Continuing Education Systems to deliver AIA training courses

Our products and services have a strong reputation in the marketplace. In fact, they have been used by clients nationwide for nearly 100 years. The infographic to the right shows the results from a recent survey, highlighting that 97 percent of clients would purchase from us again.

iii. Describe Offeror's reputation of products and services in the marketplace.

Tremco has unified the industry's leading building and maintenance products into one total enclosure system that allows our customers to build, restore, and maintain faster, safer, smarter and more efficiently. Our products and services are marketed to distributors, contractors and end-users spanning approximately 130 countries and territories. Tremco is known in the marketplace for offering six-sided solutions that deliver high-quality performance at the lowest possible life-cycle costs, helping to ensure peace-of-mind through long-term warranties and maintenance programs. This is accomplished through the Tremco CPG family consisting of Tremco Roofing and Building Maintenance, Weatherproofing Technologies, Inc., Dryvit Brands, Nudura brands, Willseal, Prebuck LL, Tremco Barrier Solutions, Inc., WTI/Pure Air Services, and Canam Building Envelope Specialists offerings.



OUR BUILDING ENVELOPE SERVICES

TremCare

WTI is presently managing more than [redacted] square feet of roofing across all market sectors throughout the US, Canada and Europe, using our OLI® system software. Over [redacted] square feet of our asset management programs include maintenance during their annual or bi-annual inspections.

OLI®

Our web-based On-Line Information System provides instantly obtain detailed building envelope inspection and maintenance data. OMNIA members can instantly access everything they need to know about their roofs to cost effectively manage their investments including detailed building envelope inspection and maintenance data, photos, repair recommendations, and so much more information that will improve budgeting for future building envelope needs—they decide what they want and how they want it reported. Managing even the most complex building envelope inventories is simplified with 24/7 access to detailed post-inspection information about every roof in their inventory formatted for effective analysis. Expert roof inspectors from WTI thoroughly analyze their roofs and compile historical data as well as construction and condition information to formulate an accurate picture of the state of their roofs. Whatever they need to know about their building envelope investment including a wealth of condition information, including photos; service activity; warranty and contractor information; leak history; roof construction specifics such as the type of surfacing and membrane; and so much more are right at their fingertips.

Building envelope repair

WTI can assist with maintenance issues by providing dedicated, professional crews to handle them, at terms that meet budget. Comprehensive up-front estimates, quality assurance of all materials, and dedicated personnel to handle patch and repair work to meet schedule and budget.



QUALIFICATIONS AND EXPERIENCE

Our crews can perform a variety of building envelope maintenance services and emergency and non-emergency leak repairs. Other services include flashing repair, drain and curb installations, roof cleaning and maintenance, joint sealing and air barrier. In addition, we provide indoor air quality disinfecting and sanitization solutions, as well as vertical and horizontal concrete structure repair solutions, including parking garages, walkways and decks.

Safety

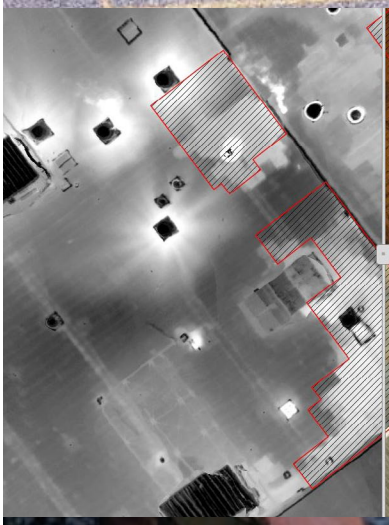
Every one of our building envelope projects, no matter how large or how small, begins with a thorough understanding of the job site's potential hazards, safe work procedures, product characteristics, equipment operation, conditions, and specific customer requirements. That understanding is based on the extraordinary safety training we provide our field advisors and technical personnel. To ensure that every installation is completed safely and efficiently, WTI and Tremco have developed a comprehensive set of safety resources, with a strong emphasis on field safety training and job site audits.

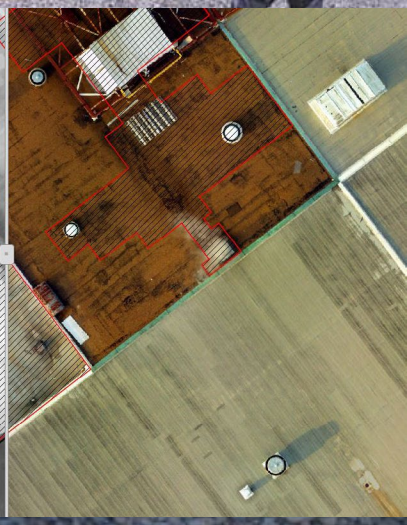
All of our field advisors receive safety training, so they can manage the trouble-free delivery of our products and services. All WTI employees receive at least their OSHA 10-hour safety card. In addition, WTI ensures we continue providing this knowledge with a core of 24 Authorized OSHA Outreach Trainers with extensive building envelope experience. This in-house safety expertise permits consistent and safe installation of our systems focused on customer and site-specific health and safety requirements.

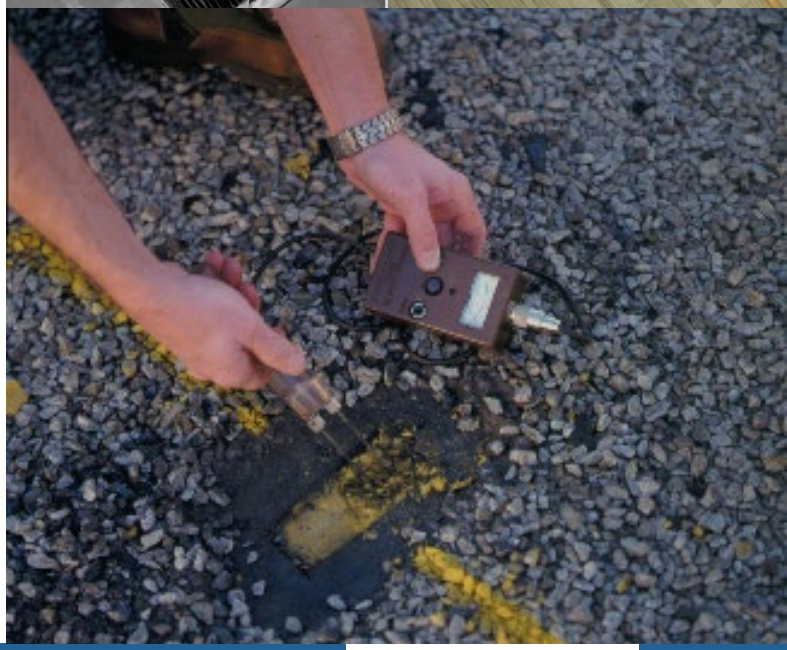
Roof component laboratory testing

TRACE (Tremco Roof Analysis Core Evaluation) offers building owners a detailed, cost-effective way to determine the composition, construction and condition of any built-up roof system. Using ASTM testing methods, our experienced lab technicians perform tests that reveal important facts about roof composition and condition. All analyses are done at Tremco's state-of-the-









art research center, which is NVLAP (National Voluntary Laboratory Accreditation Program) accredited for bulk asbestos analysis using polarized light microscopy (NVLAP Code 200887-0). TRACE automatically includes a Tremco ACT® (Asbestos Core Testing).

Infrared moisture analysis

A visual inspection, while valuable as a guide, cannot accurately pinpoint moisture below the roof surface. A Thermocore infrared moisture analysis provides detailed thermal map of how and where hidden moisture is located. A sensitive infrared scanner is used at night to detect temperature differentials across the roof; areas over wet insulation appears warmer than surrounding areas. OMNIA members will get the data they need to make the best decisions within budget.

WTI offers a full range of sophisticated analytical, maintenance and information-based services with one simple goal—to maximize the life of the building envelope and protect the value of the building. We understand that before the right roofing decision can be made, it is critical to know what is right for each particular roof. This requires technical information about current conditions—its membrane type and bitumen—because these technicalities can make a drastic difference in the cost of any planned roof work.

Small roofing problems can easily snowball into large, expensive issues. Our TremCare® maintenance program helps prevent premature deterioration and keeps roofing assets in top working order. With WTI's trained roofing technicians performing regularly scheduled inspections, housekeeping and maintenance, problems are uncovered and corrected early to prevent. Available for any kind of roofing system, TremCare® programs are carefully prepared and customized to suit all buildings and budgets.

Protection Under One Roof

TremCare® gives OMNIA members the ability to choose the roofing maintenance and protection program that's right for them. And with OLI®, our On-



Line Information system, we even support businesses that do not want the advantages of a TremCare® maintenance program.

Used either on its own or as the central component of TremCare® Gold and Platinum, OLI® represents the latest in web-based information management systems. OLI® can manage any combination of drawings, photos, service activity reports, budgets, warranties, lifespan projections and much more. Data is available 24/7 in a secure, password-protected area of our website.

Some customers want us only to repair leaks and not to provide other maintenance activities. These customers can take advantage of our 24-hour-a-day leak line through the Tremsource® program.

Asset Management

If OMNIA members want to manage their own roofing assets, WTI will conduct an extensive inventory of the condition of all roofs to establish immediate needs and then enter the data into OLI® for their use.

TremCare® GOLD

Since general rooftop housekeeping and preventive maintenance are equally important, WTI experts will plan and prioritize both after thoroughly inspecting the roofs. Detecting and repairing problems early saves money, reduces downtime and damage to the roof, and prevents premature deterioration. TremCare® Gold offers the following services:

- Housekeeping: WTI will remove incidental debris (leaves, branches, paper, etc.) from the roof, drains and gutters during scheduled, periodic housekeeping operations.
- Preventive Maintenance: WTI will maintain roofs in their present condition by making minor repairs to the membrane and flashing systems. Preventive maintenance is not designed to restore neglected roofs to new condition.



- 24-Hour Emergency Leak Response: OMNIA members can report leaks 24 hours a day, seven days a week, on our dedicated, toll-free hotline. The hotline logs the call for priority treatment, ensuring a fast, efficient response every time.

TremCare® PLATINUM

In addition to the services of TremCare® Gold, TremCare® Platinum takes both the worry and the costs out of leaks. Quite simply, the repairs are on us if the roof leaks.

Previously neglected roofs may require repairs or upgrades before TremCare® Platinum can be instituted. Eliminating additional costs for on-site visits to repair leaks also simplifies maintenance budgets. TremCare® Platinum is intended for non-Tremco roofing systems or Tremco roofs that are out of warranty.

Other Services

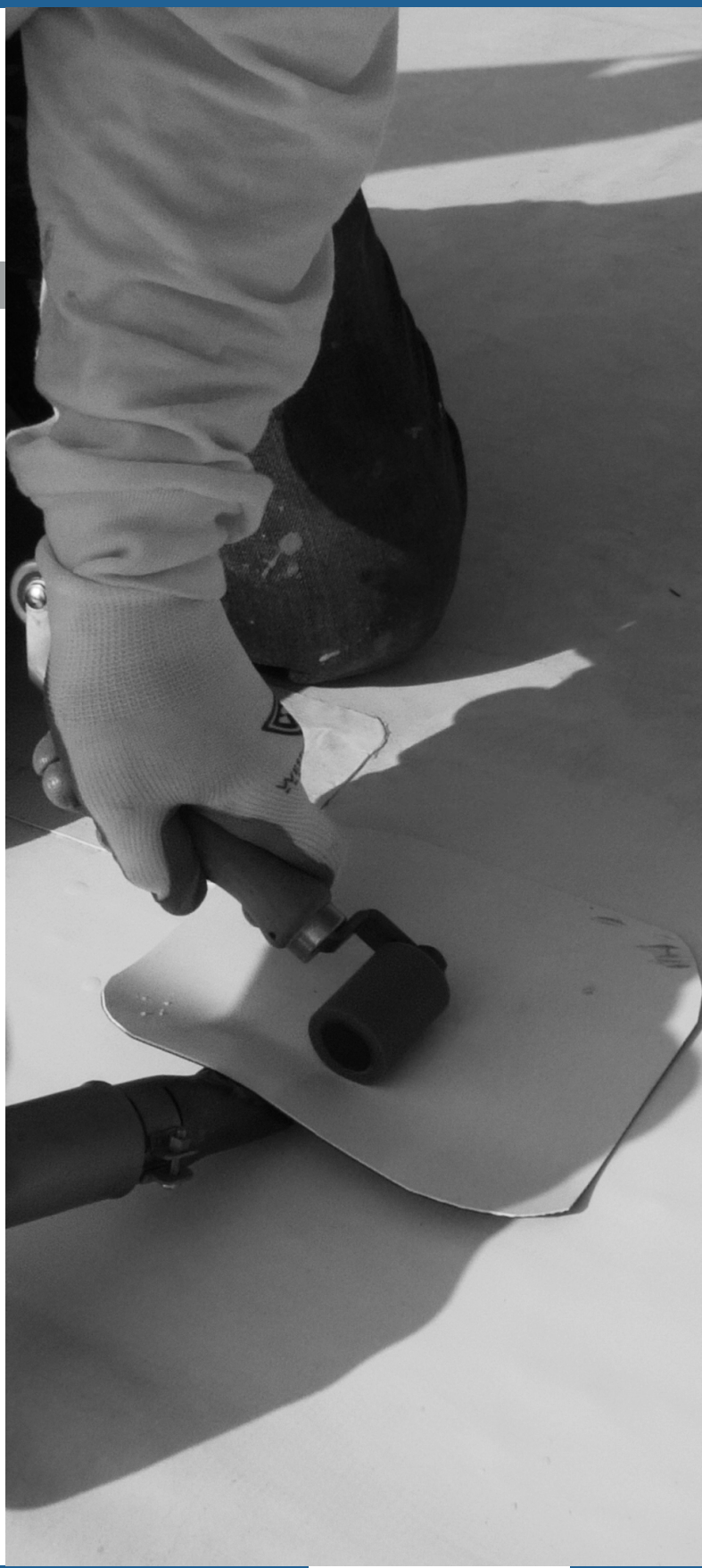
Thermocore® Roof Moisture Analysis

Provides a detailed thermal map of hidden moisture. The data can be used to focus repairs on the roof's problem areas, saving money on repair work.

TRACE® and ACT®

Can answer questions about a roof's make-up. The Tremco Roof Analysis Core Evaluation (TRACE) provides rigorous lab data on the construction, composition and condition of any built-up roofing system. ACT (Asbestos Core Testing) helps to accurately determine the exact percentage and type of asbestos found in each ply and the adhesive or mastic. ACT is included as part of a TRACE analysis.

Moisture probes are used to verify wet areas, and the results of the infrared survey are confirmed by taking core samples. Some physical testing is necessary to measure the quantity of moisture at the core site and details of the roof construction. All roof cores and moisture probes are immediately repaired with Tremco materials to ensure waterproofing continuity.



Leak Response

Water leaking into the building is not only a nuisance, it can also cause significant damage to the building and danger to visitors. WTI offers a full range of sophisticated analytical, maintenance and information-based services with one simple goal—to maximize the life of the roof and protect the value of the building.

Roof and building assets experience abuse every day from weather, movement, modifications and traffic. As roofs age, minor problems may occur such as tears and splits in the roof membrane, and cracks and deterioration of the walls. Although these defects may not be severe, if not repaired promptly they can become major problems and lead to a large capital expense.

WTI can provide professional crews to handle these maintenance issues. Offering timely service, superior workmanship and quality materials, our dedicated repair crews are available on either a contract or time-and-materials basis to meet budgetary needs.

- Advantages Of Utilizing WTI's Maintenance Crews
- Comprehensive up-front estimates
- Quality assurance of all materials and labor
- Dedicated personnel to handle patch and repair work
- Timely scheduling of work

Our crews perform a variety of roofing and building maintenance services

Flashing Repairs and Installation

The most common reason for premature roof failure is flashing problems. Our crews will repair or replace failing flashings with reinforcement membranes designed to be compatible with your roof system.

Drain and Curb Installations

Ponding water may also cause roof deterioration. Installation of new drains may alleviate this problem.



Emergency and Non-emergency Leak Repairs

Our crews are available to quickly repair any leaks, minimizing damage to an owner's building and assets.

Annual Roof Cleaning and Maintenance

Since most manufacturers recommend that roof systems receive regular inspections and maintenance, we are available to periodically inspect and clean all roof components.

Joint Sealing

Extreme weather changes, and the daily contraction and expansion associated with them, along with age and other problems can create cracks or open joints in your parapet walls and concrete surfaces. This can allow water to infiltrate your roof and building. Our crews can make these repairs before damage becomes a problem.

The system provides

- 24/7, 365 toll-free phone reporting leaks
- OLI® access for reporting leaks
- Customized call roster for proper dispatching

On-line leak tracking system (within OLI®) that provides

- Time and date of leak call reported
- Repair start date
- Repair completion date
- Cause of leak
- Before and after photos
- Printable report
- Additional scopes of work (if required)

SKYBEAM™

Collect and Analyze Building Data from Your Roofs and Facades Quickly, Thoroughly and Cost Effectively

OMNIA members need to know if their roofs and facades are in good shape, or damaged by problems like ponding water; holes, gaps and cracks; torn membranes; soaked insulation; spalling concrete. Are they airtight, or leaking energy? Are they safe? Building owners need to really know their condition in



order to plan well. But mapping roofs and facades, difficult at best, is prohibitive if buildings are hundreds of feet tall, cover acres or are part of a campus. There was no good way to do this until now. Until SkyBEAM™ from WTI.

The Future Of Facility Mapping Takes Off

The groundbreaking SkyBEAM™ (Building Envelope Asset Mapping) system is an unmanned aerial vehicle (UAV) with interchangeable, high-resolution still and infrared (IR, or thermal) cameras that help our customers understand the exact condition of their facilities before any work begins, and afterwards to ensure that the project was properly completed.

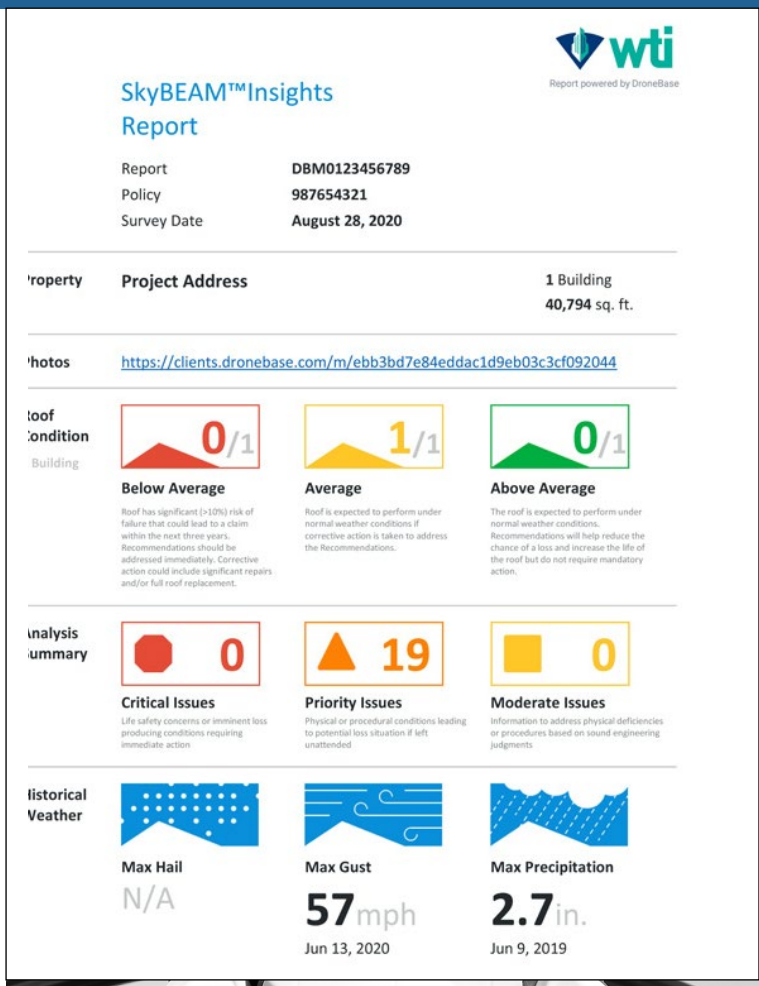
SkyBEAM™ gathers building data quickly, thoroughly and safely. One of our tens of thousands of licensed* UAV pilots in the US and Canada will program SkyBEAM™ to fly to a specific height, do the mapping and return. SkyBEAM™ can map tall buildings without scaffolding, identifying problems that would have been virtually impossible to find before. It can map buildings with millions of square feet of roofing in a few hours, yet is cost effective enough to use with much smaller facilities.

Pinpointing Building Energy Issues

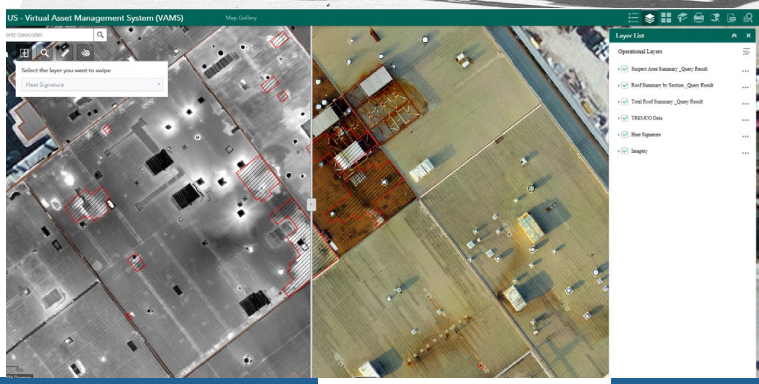
SkyBEAM™'s infrared camera detects heat variations around the roof, which often result from wet insulation retaining heat longer than dry insulation. These variations usually mean that the building is losing energy. Thermal mapping is most effective at night when the sun is not heating the building. The SkyBEAM™ pilot flies the roof in a programmed pattern, taking numerous thermal photographs that are combined into a single large image (an orthomosaic) showing the location of irregularities that require verification. Technicians can then safely verify these areas during the day for removal, replacement or further analysis. Nobody sets foot on the roof in the dark to map it.

Exceptional Reporting Clearly Shows the Building's Condition

SkyBEAM™'s detailed reporting separates it from other UAV systems and is one of its great benefits, providing actionable data to use in making building decisions.







QUALIFICATIONS AND EXPERIENCE

Report Offerings Include

SkyBEAM™ Birdseye	Detailed high-resolution photos taken from straight above the roof show its condition before and after a project.
SkyBEAM™ Insights	Detailed high-resolution photos and an analysis of any damage or areas of concern, exact roof measurements and an orthomosaic image. Optional 3D modeling can be added.
SkyBEAM™ Exterior	Exterior photographs and an interactive 3D model show the façade's condition.
SkyBEAM™ IR	Roof thermal images are compiled into a comprehensive, interactive, easy to understand report that clearly and accurately shows problem areas.

All data resides in our OLI® OnLine Information system for easy access.

Nothing Else is Like SkyBEAM™

SkyBEAM™ gives accurate visual evidence about your buildings' condition, especially difficult-to-map areas. It helps to improve facility maintenance planning and budgeting, is the safest way to conduct nighttime thermal mapping, and helps technicians maximize their time as they easily locate and repair rooftop damage.

With tens of thousands of licensed pilots, the use of artificial intelligence to capture a wide range of information about facility assets and provide detailed reports, and a history that includes being the first FAA-approved UAV for nighttime commercial use, SkyBEAM™ is one more example of how Tremco Roofing's innovations can help OMNIA members.



QUALIFICATIONS AND EXPERIENCE

GENERAL CONTRACTING

With decades of experience delivering professional construction and construction management services to building owners throughout the United States, WTI understands the complex issues faced by facility managers today. Aged infrastructures, budget and time constraints, rising energy costs and rapidly evolving sustainable solutions combine to challenge high performance building goals. Only a professional construction firm with deep technical expertise and broad project management experience can deliver the breadth of services needed by building owners today.

WE OFFER OUR CUSTOMERS A COMPLETE LINE OF HIGH-PERFORMANCE ENVELOPE SOLUTIONS

- Fluid applied
- Coatings
- Built-Up
- Modified Bitumen
- Metal
- Single Ply
- Vegetated
- Photovoltaic
- Exterior Sealants
- Exterior Wall Solutions for Brick, Block, Concrete, EIFS



WTI specializes in integrated repair, restoration and retrofit services designed to help our customers improve building performance while reducing life-cycle costs. As a subsidiary of Tremco Incorporated, WTI general contracting capabilities have grown over the years from expert roof management programs to whole building solutions.

Integrated Building Repair and Restoration Services

Because buildings are complex systems, WTI's approach to facility repairs and renovation is based upon a thorough understanding of the relationship between building components. Changing one component may have repercussions throughout the building. That's why we take a holistic approach to building restoration and start with a thorough understanding of the owner's long-term goals for the building.

QUALIFICATIONS AND EXPERIENCE

The Key to Time-Saving, Quality, and Cost-Effective Roofing Projects

Maintaining the quality and control of your building envelope projects can be challenging, if not impossible, in the face of your daily responsibilities. Construction Management Services from WTI takes managing roofing projects off your plate, and puts experts in charge of the intensive, time-consuming, daily demands of administration, budgeting, scheduling, quality control and on-site supervision.

When it comes to safeguarding your building envelope investment, relying on warranties is not enough. The best protection is a properly managed project, helping building repairs to last longer and effectively lower costs per square foot per year over their extended life.

Areas of Expertise

- Roof repair, restoration, and replacement
- Facade repair and restoration
- Sustainable technologies & renewable energy solutions
- Whole building retrofits
- HVAC system upgrades
- Parking structure repair and restoration
- Asphalt paving, repair and replacement
- Interior renovation
- Facility asset management programs
- Air barrier solutions

WTI and Tremco have demonstrated their commitment to building envelope excellence by helping thousands of customers in numerous industries, maximizing their investment in their building envelope, and providing peace of mind that their building assets are performing at peak efficiency.

Our products and services have a strong reputation in the marketplace. In fact, they have been used by clients nationwide for nearly 100 years.



MY T.E.A.M.

Cost Controlled Building Life-cycle Management Maximize building durability, property value and aesthetics.

My T.E.A.M. is a flexible data-driven program designed to prioritize owner needs while cost effectively managing all aspects of building ownership.Tremco's TEAM approach will diminish building owner and facility manager risk by helping to prioritize critical repairs, reduce or eliminate accidents and surprises, while staying on schedule and controlling costs.

25% Labor savings vs. traditional methods

15% Savings on engineering services

28% Savings on materials

A Team Approach to Assets Management

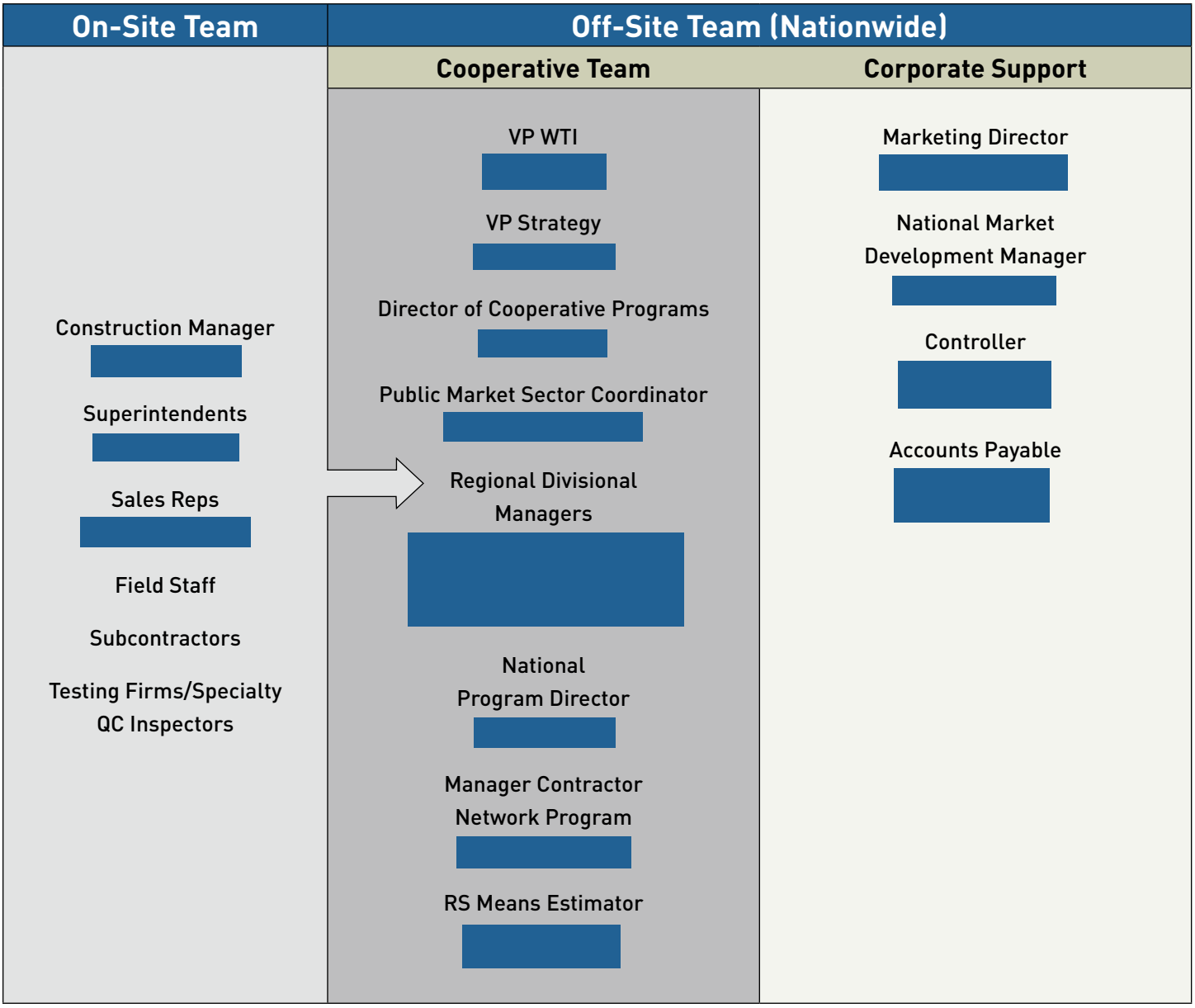
Visual Assessment of Building Enclosure
3rd party Engineering Assessment
Consultant Network
Database of Enclosure Metrics (know what you have)
MyOLI Current Status (Green, Amber, and Red)
Thermocore® roof moisture analysis*
Trace® (Tremco Roof Analysis Core Evaluation)*
ACT® (Asbestos Core Testing)*
Multi-year budget planning
Sustainability Metrics*
Industry Best Practices sharing
GC/CM services and contract management capabilities
Procurement Contracts
Material Sourcing (performance, testing, availability)
Approved Contractor Network
System Warranties (with extension options)
TremCare Ongoing Maintenance Services
Pure AIR® Indoor Air Quality Testing and Equipment
Enclosure Testing and Energy Consulting

*as needed



iv. Describe the experience and qualification of key employees

With more than 60 years of experience, WTI is licensed in virtually every state in the nation to perform as a general contractor as well as provide roofing and building envelope services. The organization chart for the Roofing Products, Services and Job-Order-Contracting (JOC) Services contract below identifies the key positions responsible for contract implementation, marketing, and performing job orders. This organizational structure has performed for Region 4 ESC for more than 19 years and over 11 cooperative contracts, demonstrating our ability to meet the needs of public agencies nationwide.



Copies of resumes for key team members are available to OMNIA members upon request.

v. Describe Offeror's experience working with the government sector.

WTI and Tremco has an extensive and long history working with the government sector at every level: local, state, and federal. WTI and Tremco support our government sector customers with the construction industry's most comprehensive offering of roofing solutions and services, and building envelope expertise, to help keep facilities sound and watertight long into the future.

We have helped thousands of government sector customers achieve their building asset goals, many of them through our long association with OMNIA Partners.

WTI and Tremco has successfully teamed with Region 4 ESC and OMNIA to offer a cooperative contract that meets the diverse needs of public agency facility management, construction managers, maintenance staff and procurement officials.

We recognize that identifying the problem and defining the technical solution for government sector entities only solves part of the problem. WTI understands that government sector customers need to procure products and services as quickly and economically as possible, without sacrificing quality, performance, or transparency. WTI's proven history in the public sector demonstrates our ability to service this important market.

Types of Government Sector Customer

- K-12 Schools
- Higher Education
- State Vocational Schools
- State Agencies
- Cities/Municipalities
- Counties
- Housing Authorities
- Airports
- Water Districts
- Hospitals

We have worked with public agencies across the country for decades and understand their operational needs and budget challenges. And because their goals are our goals, we continually advance our own capabilities to offer a suite of solutions as customizable as they are turnkey.



vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Weatherproofing Technologies, Inc. (WTI) is a nationwide provider of roofing, building envelope and other construction services. In this role, WTI is sometimes involved in litigation matters, but no pending or anticipated litigation is any way material from a financial standpoint either as to potential liability or requested remedies. No pending litigation, nor any that we anticipate at this time, will in any way interfere with our ability to complete service public agencies in accordance with OMNIA contractual requirements. In further response, over the last five years, WTI has no litigation resulting in a judgment against the company.

vii. References: Provide a minimum of 5 public agency customer references relating to the products and services within this RFP. Two (2) of these customer references should be for projects delivered through the job order contracting (JOC) delivery method. All references should be for services within the past three (3) years. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

References are available to OMNIA members upon request.

viii. Subcontracting Plan and/or Explanation of Applicable Affiliate Relationships -Offeror shall submit a subcontracting plan with their submittal. This plan will explain the subcontracting procedures providing assurances that the subcontractors meet the same high standards as the contractor. This will include a subcontractor's log, subcontractor qualification form, felony conviction notice and child and sex offender notice. This plan will also address how the Offeror will implement this safety plan with subcontractors (may reference the Offeror's safety plan). The subcontractors will be held to the same standards as the Awarded Offeror.

A distinct portion of the subcontracting plan must deal with attracting, utilizing and mentoring small and disadvantaged businesses including how your company will attract these firms. Describe how your company will institute a prompt payment plan upon completion and acceptance of their work and how your company will make progress payments to subcontractors on long term job orders.

The Offeror shall submit a plan detailing the relationship with any applicable affiliates that may do work under this contract. This submittal should include, but is not limited to, work history, credentials, PO processes, and process to maintain upstanding workmanship and service.

WTI and Tremco's Small and Minority Business alliances are designed to meet both roofing and weatherproofing needs as well as socio-economic goals. With a network of 8(a), Service Disabled Veteran-Owned, HUBZone and other roofing and general construction contractors, we provide a full range of services to our customers that meet not only "Best Value" requirements but also mandates regarding disadvantaged and underutilized small businesses.

Drawing on decades of extensive experience providing turnkey roofing, building envelope and facility management solutions to customers in government, education, healthcare and many other industries, we work to enhance business opportunities in those sectors for small and minority businesses. Whenever possible, the small and minority businesses we work with are based near project sites in order to minimize mobilization and demobilization costs. We also leverage our partners' knowledge of local working conditions, regulatory requirements and the availability of local suppliers. The program allows us to share our extensive experience and technical expertise with each small/minority business contractor, thereby ensuring the same quality workmanship that all Tremco Roofing contractors deliver.

WTI and Tremco has the unique ability to integrate quality assurance plans within each contract in order to measure the quantity, quality and timeliness of all products and services delivered. Most importantly, our combined capabilities provide a full array of services to meet the diverse needs of our government and public sector customers.

With 90+ years of experience supporting small business subcontractors, we consistently select subcontractors capable of executing the work to ensure every customer's satisfaction. Regarding this need to exceed our customer's expectations, we monitor the subcontractor's schedule on multiple job orders to eliminate risk of overloading. This initiative allows us to firmly manage subcontractors while maintaining costs and schedule. Tremco's success with women-owned, minority-owned and small business enterprises derives from treating subcontractors fairly and ensuring timely payment for services rendered.

WTI and Tremco clearly demonstrate an unwavering commitment to our entire current and fast-growing list of future subcontractors and small business partners. More specifically, the opportunities presented with this contract would help us grow our strategic small business partner alliances. WTI and Tremco are committed to making a good faith effort to ensure project management and judicious treatment of subcontractors. As such, we will make every attempt—both formally and informally—to establish and maintain an ongoing dialogue with these key contributors. Our intent is to build

strong working relationships, which are invaluable when a particular project requires a special, accelerated time frame or an extraordinary level of teamwork to meet a performance objective.

Tremco's criteria for selection of subcontractors is based on standards established by the NRCA. NRCA suggests that the contractor be a professional roofing contractor which meets or exceeds certain qualifications. Tremco has developed a Certified Contractor Program to exceed NRCA-suggested requirements as outlined below.

NRCA Requirement	Tremco Requirement
A Permanent Place of Business	
Knowledge of Roofing Systems	
Insured and Committed to Safety	
Licensed and Bonded	
Financial Stability	
Application Expertise	
Warranty	
Completed Projects	
Provisions for On-Site Supervision	
Professional Maintenance Program	

Tremco has two levels for subcontractor certification—Approved and Certified.

Approved	Certified

After being qualified as an Approved or Certified subcontractor, at a minimum, final subcontractor selection for a specific project will be based on a best value evaluation considering the following areas:

- Past performance/experience in work scope
- Availability of manpower and resources to meet project schedule
- Schedule commitment on existing projects
- Location of subcontractor in relation to project site
- Rapid response/emergency response capabilities
- Current DUNS and CAGE numbers
- Ability to provide appropriate insurance and bonding

Our subcontracting plans are created on a project by project basis, however, all of our subcontracting plans include the above-referenced information at a minimum to ensure that our customers receive both quality and safety-related essential standards at the forefront of every project. Surveillance and Performance: WTI mandates that work performed by subcontractors is held to the same standards as self-performed tasks. Subcontractor work is monitored for progress, quality and safety. WTI's Superintendent manages subcontractor progress for adherence to the subcontract agreement and the QC Plan. In this role, the Superintendent is monitoring each subcontractor's workload and resources against the upcoming schedule of work they are contracted to perform. The Superintendent also coordinates with the Construction Manager so that the delivery order is being constructed according to subcontract agreements and delivery-order specifications. The Superintendent conducts Weekly Status Meetings with each subcontractor's Project Manager or Foreman to review schedule, quality, safety, cleanliness, on-site professionalism, critical issues and communication. Our commitment to quick and accurate subcontractor payments benefits the subcontractors and participating agencies with improved timeliness and quality.

Scheduling

Once the Construction Manager and Superintendent determine the tasks that will be self-performed and subcontracted, they identify fast-track and long-lead items before putting the subcontracted tasks out to bid. Our bidding process includes a schedule for each scope of work that is discussed with bidders so that any scheduling conflicts are identified during the selection process. Through our subcontractor-selection process, we select quality subcontractors capable of meeting the scheduling requirements of the delivery orders. WTI then develops a preliminary schedule and timelines based on information received from subcontractors during the bidding phase. The subcontractor's final performance period and schedule are included in a signed subcontract agreement.

Subcontractors Log

WTI requires completion of a Subcontractor Log as part of each delivery order. The Superintendent will maintain and update the Subcontractor Log onsite during performance of field activities to reflect the firms involved and the tasks they perform.

Subcontractor Qualification Form

WTI tasks the Construction Manager with overseeing the subcontractor-selection process. Working in conjunction with the Superintendent, the Construction Manager will utilize a best-value selection approach. Based on the scope of work for individual delivery orders, subcontractors are notified of upcoming bids. In addition to requesting cost/price proposals, the Construction Manager evaluates technical expertise and reliability including the specific items below.

- Past performance/experience in work scope
- Past performance/experience for Omnia
- Availability of manpower and resources to meet delivery-order schedule
- Schedule commitment on existing delivery orders
- Location of subcontractor in relation to delivery-order site
- Rapid-response/emergency-response capabilities
- Ability to provide appropriate insurance and bonding

Felony Conviction Notice and Child and Sex Offender Notice

Subcontractors selected to perform on individual delivery orders will be required to complete and submit a Felony Conviction Notice and Child and Sex Offender Notice for personnel. These forms will be submitted to Omnia and/or participating agencies as required by the contract.

Subcontractor Payments

WTI will make progress payments to subcontractors based upon applications for payment submitted by the subcontractors. Subcontractors are required to submit monthly requisitions for payment for work completed during the preceding month unless the billings requirements of the participating agency contract documents specify otherwise, and those requirements supersede these provisions. WTI will issue progress payments on properly submitted requisitions relating to work performed in accordance with the contract documents o a net 30 basis from receipt unless different terms are expressly provided in the contract documents. The amount of each progress payment to the subcontractor will be equal to the following:

- The percentage of completion for the work of the subcontractor on a monthly basis and in accordance with the contract
- Plus, the amount allowed for materials (if any)
- Less the aggregate of previous payments to the subcontractor, and less 10% or specified retainage

Retainage will be held until the DO has received the final inspection and has been accepted by the participating agency. We will not be required to pay subcontractors more than received for our work.

Final payment, constituting the entire unpaid balance of the contract sum, will be made to subcontractors when the work has been completed to the satisfaction of WTI, Region 4 ESC, Omnia members and public agencies.



ix. Provide any additional information relevant to this section.

COOPERATIVE CONTRACT DELIVERY METHOD

In addition to the traditional services we have outlined in this proposal, we are excited to continue to offer the proven Contractor Network delivery model, which is highly desired by participating agencies. The Contractor Network allows participating agencies to capitalize on a network of highly qualified, local, best in-class and pre-qualified contractors to perform Roofing and Job Order Contracting (JOC) services. JOC projects will be limited to roofing, building envelope,

WTI's parent company, Tremco, provides both technical and administrative support throughout the project as well as assumes the responsibilities outlined below.



LOCAL/REGIONAL CONTRACTOR SUPPORT



Each company in the Contractor Network included in the Value Add has applied, met the programs stipulated criteria, been fully vetted, and previously accepted into the program by Region 4 Education Service Center. Each has met the following pre-established selection criteria and meets and exceeds standards established by the NRCA. In addition, In-Network Contractors must also meet the additional requirements to become accepted and remain part of the Network.

NRCA Requirements	Additional Network Contractor Requirements
• A Permanent Place of Business • Knowledge of Roofing Systems • Insured and Committed to Safety • Licensed and Bonded • Financial Stability • Application Expertise • Past performance • Provisions for On-Site Supervision • Professional Maintenance Programs	

Adding New Contractors to the Contractor Network

Contractor Network Resources

The National Cooperative Contractor Network roster lists the individual pre-qualified and In-Network contractors that are independently owned and part of this RFP response. This roster was previously accepted into the program by Region 4 Education Service Center under OMNIA Contract #R180903 and will be updated in accordance with the process of adding contractors outlined above.

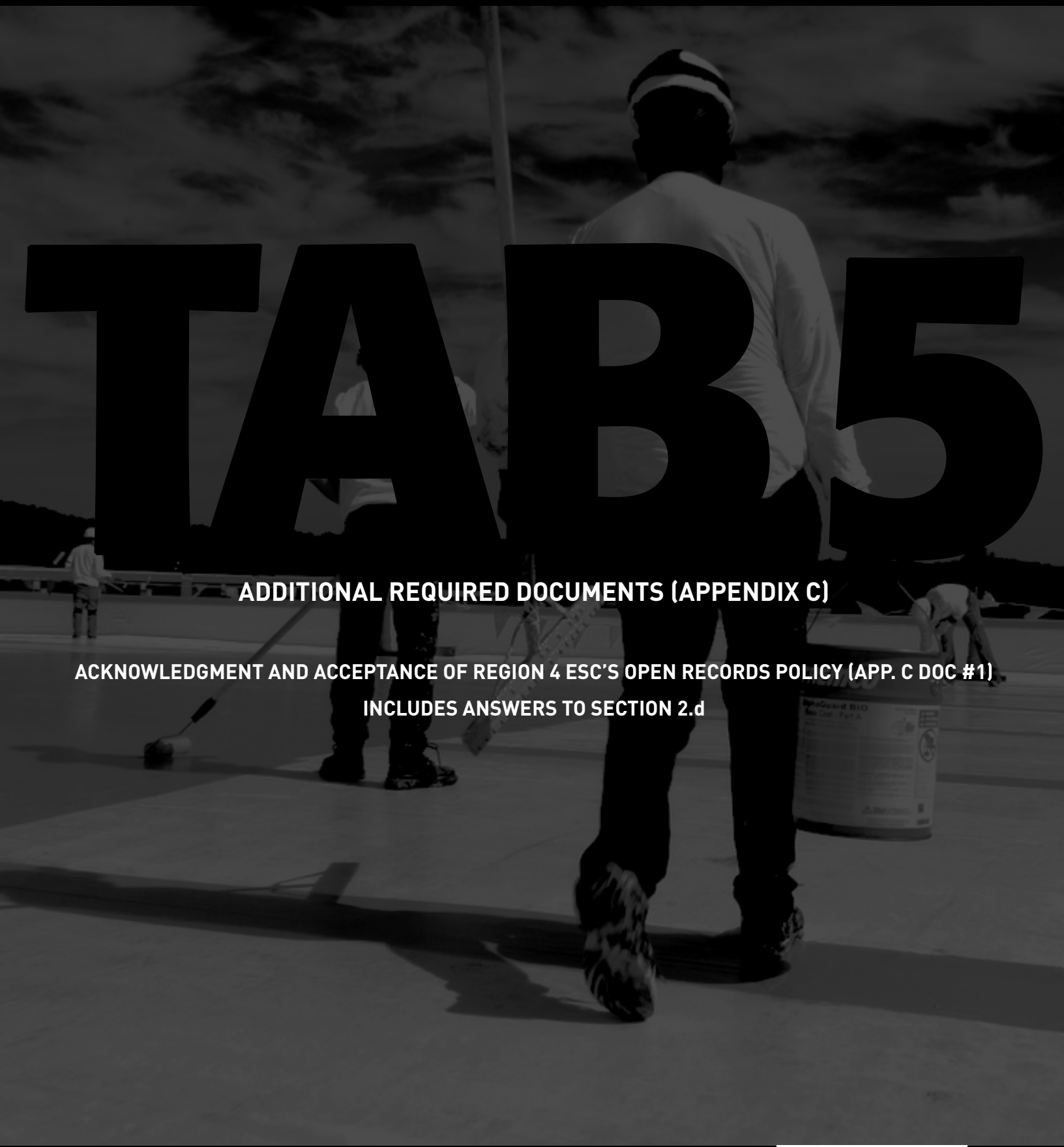
CONTRACTOR NETWORK METHOD OF DELIVERY PROCESS

Contractor Network Roster as of June 2023

Our complete copy of our contractor network list is available to OMNIA members upon request.

CONTRACTOR NETWORK PRICING





TAB 5

ADDITIONAL REQUIRED DOCUMENTS (APPENDIX C)

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC'S OPEN RECORDS POLICY (APP. C DOC #1)

INCLUDES ANSWERS TO SECTION 2.d

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE

OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

6/14/2023 — *Date*

JK Milliken/ss President — *Authorized Signature & Title*

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Weatherproofing Technologies Inc.

Address 3735 Green Rd.
Beachwood, OH 44122

Phone 800-852-6013

Fax N/A

Contact

JK Milliken/ss
Signature

JK Milliken
Printed Name

President
Position with Company

Official Authorizing Proposal

Signature

Printed Name

Position with Company

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

As a wholly owned subsidiary of a publicly traded business entity Weatherproofing Technologies Inc. is exempt from this form.

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, J.K. Milliken, President, as an authorized representative of

Weatherproofing Technologies Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

J K Milliken/ss
Signature of Named Authorized Company Representative

6/14/2023
Date

Appendix C, DOC #5

FELONY CONVICTION NOTIFICATION

Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This Notice is Not Required of a Publicly-Held Corporation

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Offeror shall review §22.0834, Texas Education Code and 19 Texas Administrative Code §§153.1101 and 153.1117 regarding criminal history checks of school contractor employees. The rules define continuing duties related to contracted services, direct contact with students, covered contract employee and other relevant terms within the statute.

Except as otherwise provided herein, Offeror will obtain and certify in writing, before work begins, that the Offeror has received all criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Offeror/Contractor or Subcontractor, if the person has or will have continuing duties related to the contracted services, and the duties are or will be performed on Region 4 ESC's, or Participating Public Agency as applicable to the Texas Education Code, property where students are regularly present or at another location where students are regularly present. Awarded Offer(s) shall assume all expenses associated with the background checks and shall immediately remove any employee or agency who was convicted of, receive probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Region 4 ESC's property or other location where students are regularly present.

Offeror/Contractor or sub-contractors may not work on Region 4 ESC's, or Participating Public Agency where the Texas Education Code may be applicable, property where students are present when they have been convicted, received probation, or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;

2. Any sex offense;

3. Any crimes against persons involving:

   a. Controlled substances; or

   b. Property; or

4. Any other offense Region 4 ESC, or Participating Public Agency where the Texas Education Code may be applicable, believes might compromise the safety of students, employees or property.

I, J.K. Milliken, President, as an authorized representative of Weatherproofing Technologies Inc., the Offeror verify that:

A. My company **is not** owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: JK Milliken/ss Date: 6/14/2023

B. My company **is owned** or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s) : _____

Date: _____

C. My company is a **publicly held** corporate, therefore, this reporting requirement is not applicable.

Signature of Company Official: _____ Date: _____



TAB 6

Value Added Services

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

3. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

Acknowledged

4. Past Performance: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

WTI has a long and successful working history with OMNIA Partners and it's members. I

5. Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

Acknowledged

VALUE ADDED SERVICES

Our subcontracting plans are created on a project by project basis, however, all of our subcontracting plans include the above-referenced information at a minimum to ensure that our customers receive both quality and safety-related essential standards at the forefront of every project.

COOPERATIVE CONTRACT DELIVERY METHOD

In addition to the traditional services we have outlined in this proposal, we are excited to continue to offer the proven Contractor Network delivery model, which is highly desired by participating agencies. The Contractor Network allows participating agencies to capitalize on a network of highly qualified, local, best in-class and pre-qualified contractors to perform Roofing and Job Order Contracting (JOC) services. JOC projects will be limited to roofing, building envelope, restoration, and related services. Within this delivery model, WTI's parent company, Tremco, provides Program Administration to support the Contractor Network Program. This delivery model provides an opportunity to work with a growing number of public agencies that desire to work with their preferred, local, best in-class contractors, in collaboration with WTI and its parent company Tremco. This delivery model is significant in that it satisfies OMNIA's desire for a national contract for roofing products and services and JOC services while providing OMNIA's Members a valuable delivery model to utilize the OMNIA contract.

The Contractor Network allows participating agencies direct access to local, pre-qualified, best-in-class contractors. In this delivery model, Tremco provides Program Administration of the process and provides performance based and warranted technical solutions. The Contractor Network Delivery Model, like other models proposed, provides outstanding roofing performance, which is backed by warranties and maintenance agreements to provide participating agencies comprehensive roofing and building envelope asset management. Further, the Contractor Network Delivery Model will engage the design community due to its transparency and the fact that the services can be competitively proposed locally. This value-added offering along with our general contracting and material only offerings, allows OMNIA participating agencies to select the delivery model option that best suits their needs and requirements.

Key Benefits of The National Cooperative Contractor Network Delivery Model to OMNIA Partners



WTI's parent company, Tremco, provides both technical and administrative support throughout the project as well as assumes the responsibilities outlined below.



LOCAL/REGIONAL CONTRACTOR SUPPORT

NRCA Requirements	Additional Network Contractor Requirements
• A Permanent Place of Business • Knowledge of Roofing Systems • Insured and Committed to Safety • Licensed and Bonded • Financial Stability • Application Expertise • Past performance • Provisions for On-Site Supervision • Professional Maintenance Programs	

Adding New Contractors to the Contractor Network

Contractor Network Resources

CONTRACTOR NETWORK METHOD OF DELIVERY PROCESS

Contractor Network Roster as of June 2023

A complete copy of our contractor network list is available to OMNIA members upon request.

CONTRACTOR NETWORK PRICING

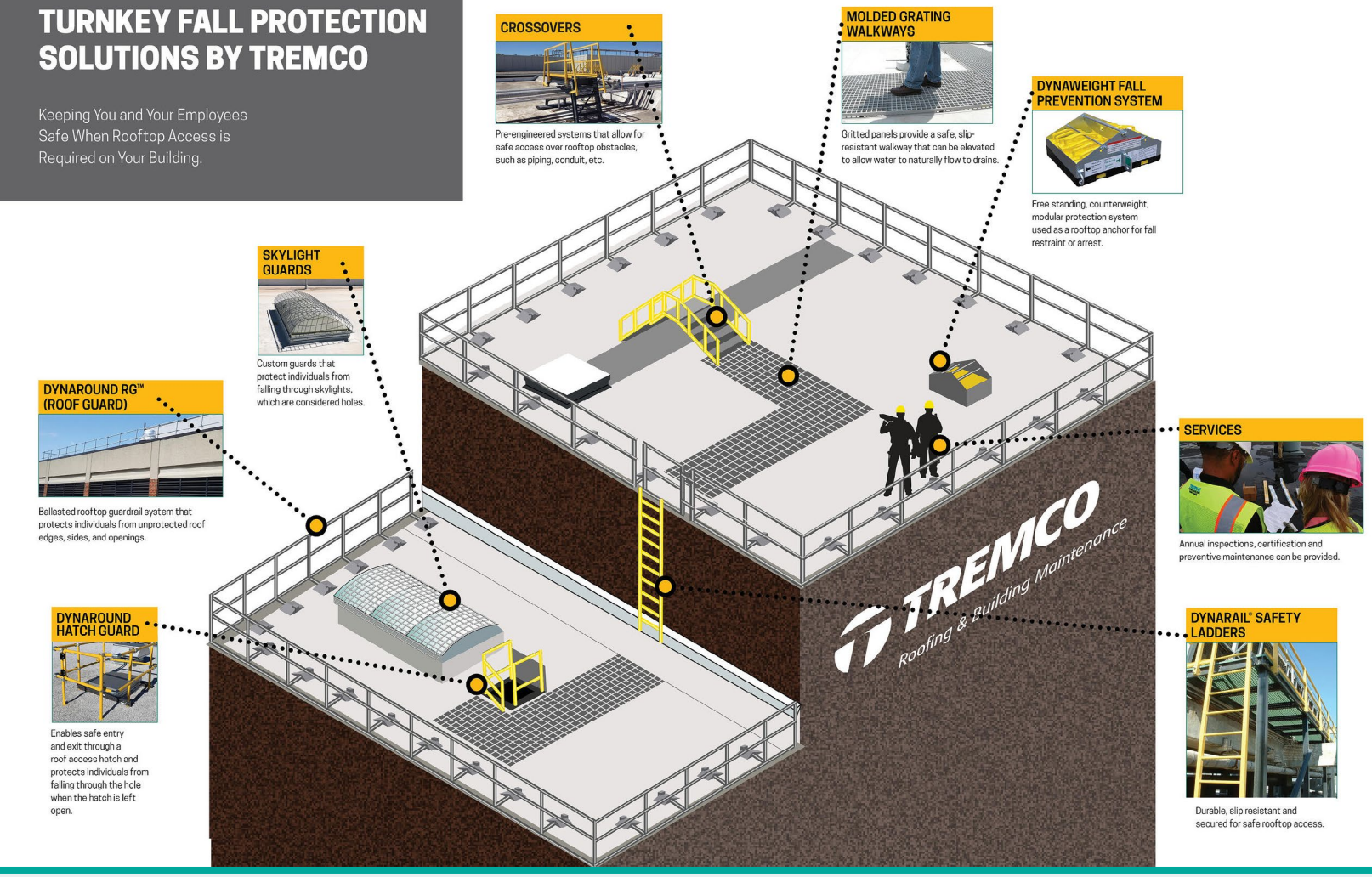


Warranties

Sample warranties are available to OMNIA members upon request

TURNKEY FALL PROTECTION SOLUTIONS BY TREMCO

Keeping You and Your Employees Safe When Rooftop Access is Required on Your Building.



At WTI and Tremco safety is the cornerstone of our business—leading with safety every day. Our robust safety culture and practices, as well as our industry-leading safety products and services offering, are designed to make your roof as safe as possible.

Our commitment to safety stems from our passion to protect a company's most valuable assets, its employees. We're all aware that building envelope services is one of the most dangerous businesses in construction, and serious workplace injuries or death change lives forever—for families, friends, as well as our coworkers.

With our commitment to having the best trained and equipped workforce in the industry, we naturally look to extend this same commitment to helping our customers possess the needed solutions and training to ensure their employees and service vendors are safe when working and accessing their roof.

VALUE ADD
VEGETATIVE ROOFS

DRIVING LASTING CUSTOMER VALUE AND PROMOTING SUSTAINABILITY

Building a Better World means committing to continuous improvement and investing in safer, greener products and processes that benefit our customers, end users and the environment.

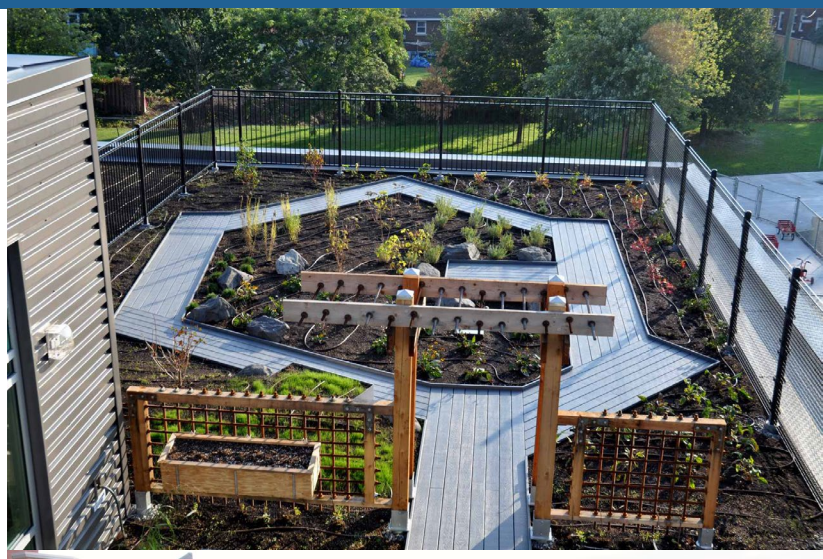
As a global company, RPM is committed to creating lasting value for customers through innovative solutions, while thoughtfully adopting sustainable approaches in the utilization of human and natural resources. Our sustainability journey springs from our core values and comprises a more formal focus on our internal Footprint and an outward look on our Handprint - the impact of our products, services and processes on the environment.

We are particularly proud of the many RPM products, services and processes that drive sustainability by helping customers reduce their environmental impact. As we look to shape the future responsibly, we are integrating Blueprint concepts, rethinking business models, and collaborating with leading edge partners to continually improve our impact.

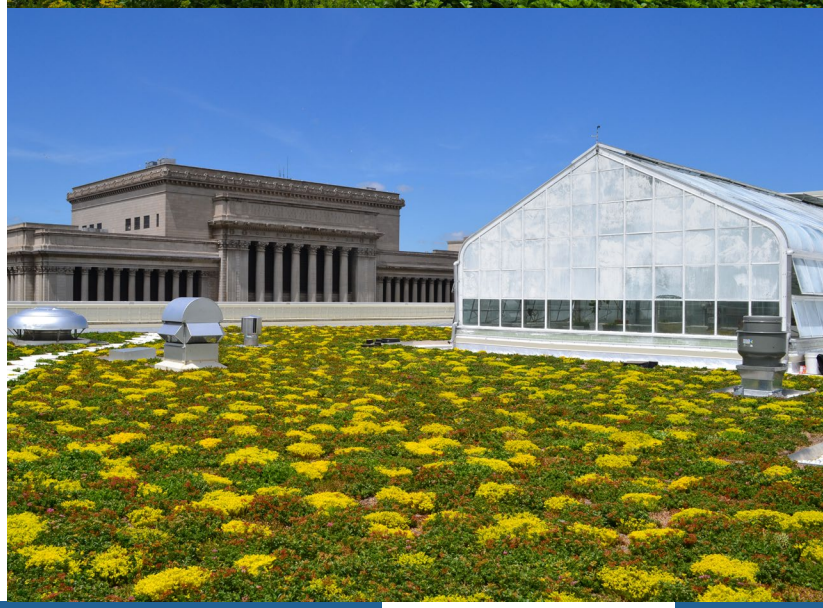
Transforming the World One Roof at a Time

WTI and Tremco have been partnering with many companies to help them achieve their conservation and sustainability goals through green living roofs. Our goal, to transform the world into a greener place one roof at a time. But green roofs are more than just an environmental benefit. They also provide beautiful and restful places that employees and customers can enjoy to help lower stress levels and provide a better quality of workplace and shopping experience.

In these trying times, that don't seem to be going away, this will become more and more of a factor in hiring quality employees and attracting customers.







VALUE ADD
CANAM

According to the Department of Energy, more than 10% of all energy use is attributed to the condition of building envelopes. If buildings leak due to faulty original construction, age, or poor envelope construction, unintentional air infiltration can result costing OMNIA members up to 40% more for heating and 15% more for cooling.

The solution is an air barrier audit to identify the leak sources and an air barrier system installation to control air leaks.

Integrated Solutions

Canam Building Envelope Specialists, part of the Tremco Construction Products Group, offers a unique combination of air barrier solutions, from testing through system installation. A leader in building envelope solutions for more than 25 years, Canam provides air barrier audits, retrofit installations and testing.

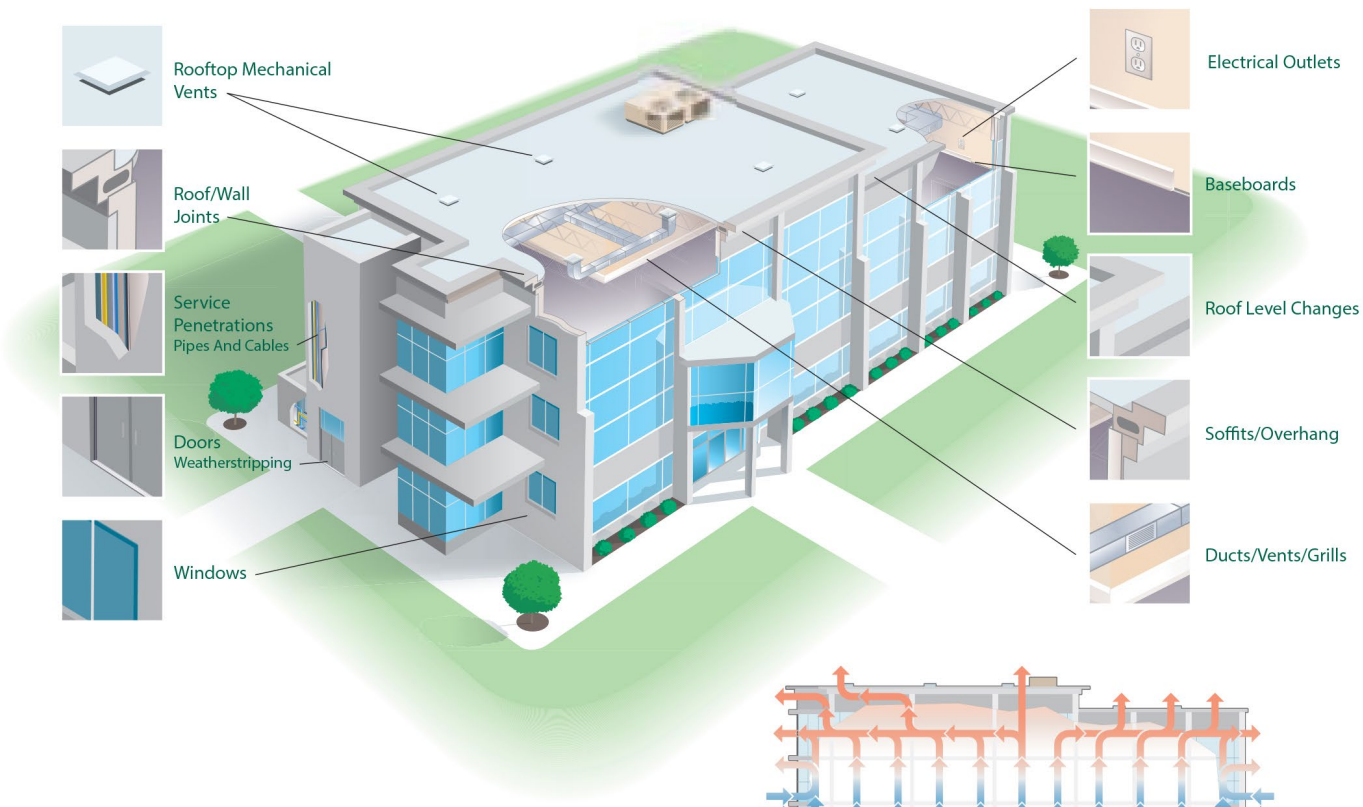
The Leak Effect

While your building may seem airtight, tiny holes may exist in parts of your building envelope. These openings, coupled with air pressure differentials, result in air leakage and higher utility bills.

Defects in building envelopes can vary dramatically due to building age, the environment, and previous maintenance. Whether it's a crack in the curtain wall or faulty weatherstripping, our experienced technicians deliver customized, proven air barrier solutions.

Reach Your Building Envelope's Full Potential

Air barrier solutions can help OMNIA members find their building's energy efficient potential. Pair energy savings with the likely increase in a building's longevity, and OMNIA members will see why "sealing the envelope" makes such good financial and environmental sense.



Stack Effect

Indoor Air Quality (IAQ) & HVAC System Testing & Restoration

IAQ has become one of the most important components to help providing a safe and healthy environment for building occupants.

Humans spend 90% of our time indoors and breathe around 3,000 gallons of air a day. Serious pollutants can cause certain allergic reactions, respiratory issues and other long-term health complications. The quality of indoor air is critical for good health.

WTI/Pure Air Controls Systems provides indoor environmental testing & evaluations, microbiological testing & analysis, and HVAC, building, and mold remediation to help improve building health and occupant well-being. From diagnostics to repair and remediation, our team of experts can tell you if your indoor air quality is at risk of being compromised and perform the work to safeguard it from the consequences of unwanted air infiltration.

The HVAC system can be viewed as the cardiovascular and respiratory system of a building. The air handler is the heart of the system since this is where outdoor air is drawn in, filtered, conditioned and mixed with return air. This "supply" air is then distributed through a network of ducts to and from areas of the building. Basic components include dampers, fans or blowers, heating and cooling coils, air filters, boilers or furnaces, compressors, and ductwork.

Routine preventive maintenance is the key to avoiding premature wear and tear on components that can lead to costly repair or early replacement. Therefore, it is critical to perform routine cleaning and do minor repairs, extending equipment life and allowing for scheduled major repairs or replacements when it has less impact on disrupting business.



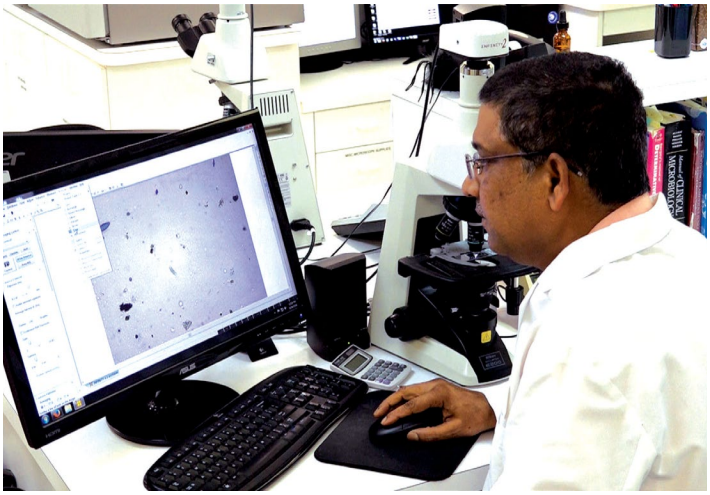
VALUE ADD
WTI/PURE AIR CONTROL SYSTEMS



We will visually evaluate your HVAC System, paying close attention to the condition of the air handler unit (AHU), evaporator coils, pan, rails, and blower. Our primary interest is to detect signs of allergens. We will also have a look at the ducts for microbial growth, dust, debris or other obstructions.



Our team of building scientists can perform tests for differential pressure across the coil, relative humidity, allergens, microbial growth, Legionella and more. Plus, both air and surface samples can be collected from the HVAC system for analysis. We also offer total air handler and system performance evaluations, including electrical usage, fan RPM, cooling output in BTU, chilled water volume usage in GPM, and smoke detector differential testing.



The laboratory at WTI will provide expert analysis. Your samples are analyzed under the supervision of PhD scientists and matched to our in-house library of over 200,000 samples (one of the largest microbial databases in the U.S.) We will qualify and quantify any allergen content found to determine the impact it might have on your facility.



You will receive a detailed yet easy to understand report, complete with photos and even a glossary. The report is photo-documented, and even contains a glossary for reference. It will help us, together, come up with a plan to remedy any issues found. The report can also be used to illustrate the gains made through remediation.

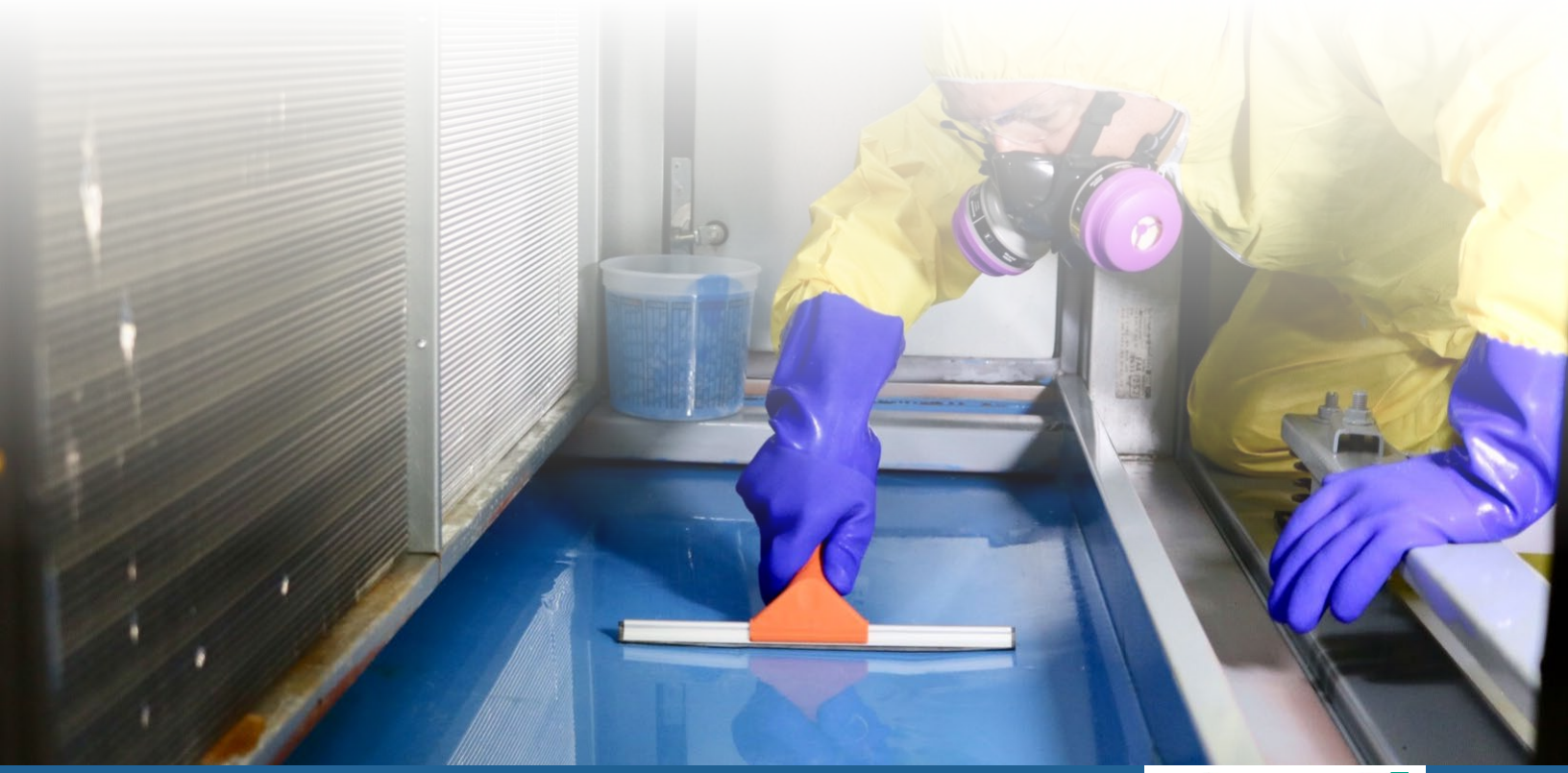
Restore for 1/10th the Cost of Total AHU Replacement

Building owners and operators are often faced with the challenges of aging HVAC equipment. It can be difficult to make the hard choice between an endless stream of maintenance calls or the capital expense of total replacement. This is especially true when there is a large inventory units being managed. Since the basic mechanical design and components of an AHU has remained the same, it can be hygienically restored with HVAC New Life™ instead of a total replacement!

HVAC New Life is an innovative hygienic restoration service that ensures a longer lifespan and optimal performance for aging HVAC system components such as:

- Air Handling Unit Cabinets
- Evaporator Coils
- Blower Motor Assemblies
- Drain Pans
- Structural Rails
- And More!

HVAC New Life combines our powerful PURE-Steam™ HVAC Hygienic cleaning with an exceptional coating and liner process to effectively restore an AHU for many years of continued service.



VALUE ADD
ROOFTEC

RoofTec, utilizing a combination of technologies in a system that truly restores commercial roofs, is a fully integrated surface preparation process that addresses the growing challenges building owners face in complying with local and national regulations on wastewater discharge. And, as part of the Tremco Construction Products Group, RoofTec can combine this industry-exclusive roof cleaning and preparation process with industry leading roof coating systems.

The RoofTec System starts with a patent pending cleaning system. Unlike traditional power washing systems, the Rooftec System uses a low emissions engine-powered system to produce heated high pressure solution. This solution is combined with EcoLogo-certified roof cleaning chemistry and delivered to roof surfaces via a rotary cleaning head that dislodges and suspends soils.

The solution is next recaptured through the rotary cleaning head by 870 cubic feet per minute of vacuum airflow created by the RoofTec Truck-mounted System. The recovered solution is then pumped for proper disposal in the facility's sewer system. This process eliminates the discharge of waste water to storm water systems.

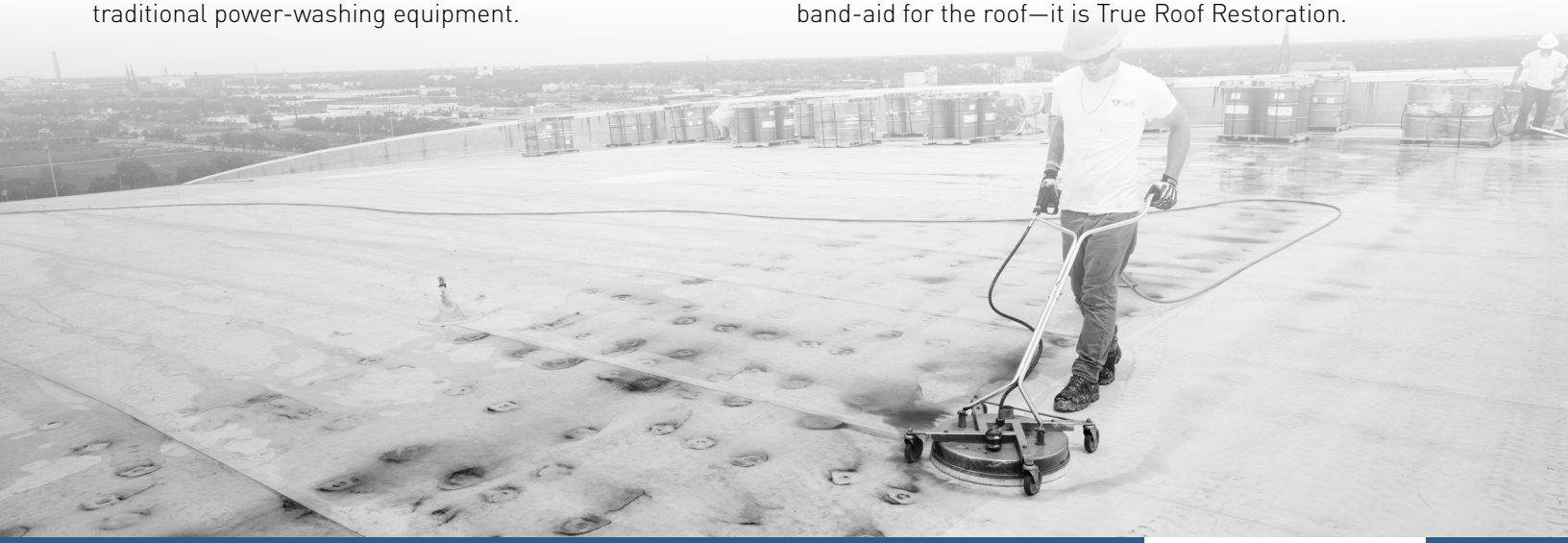
Because its cleaning process is so effective, the RoofTec System cleans up to 70% faster than traditional power washing – that means it takes significantly less water to achieve better cleaning. This time savings also reduces the fuel consumption versus what's required to run traditional power-washing equipment.

RoofTec Systems enclosed rotary head delivers high pressure solution at 2500 RPM while greatly reducing the risk of human error in the cleaning process. Solution is delivered at a continuous, steady rate so that high pressure solution is not stationary. Unlike traditional power washing that can cause damage to roofs, the RoofTec system is safe and non-damaging. Additionally, regular use of the RoofTec cleaning system may help preserve factory warranty requirements for the roofing material.

Dirty roofs cause decreased refraction of light/heat and thus heat is absorbed into roofing materials. This reduces the insulating values engineered into roofing systems. A clean roof is a more energy efficient roof – testing of material temperatures have shown surface temperatures on a clean roof are up to 30°F cooler.

Also, the RoofTec Truck-mounted System utilizes a single power source to economically provide heated water at high pressure and vacuum recovery. Other systems need as many as three engines to accomplish the same results.

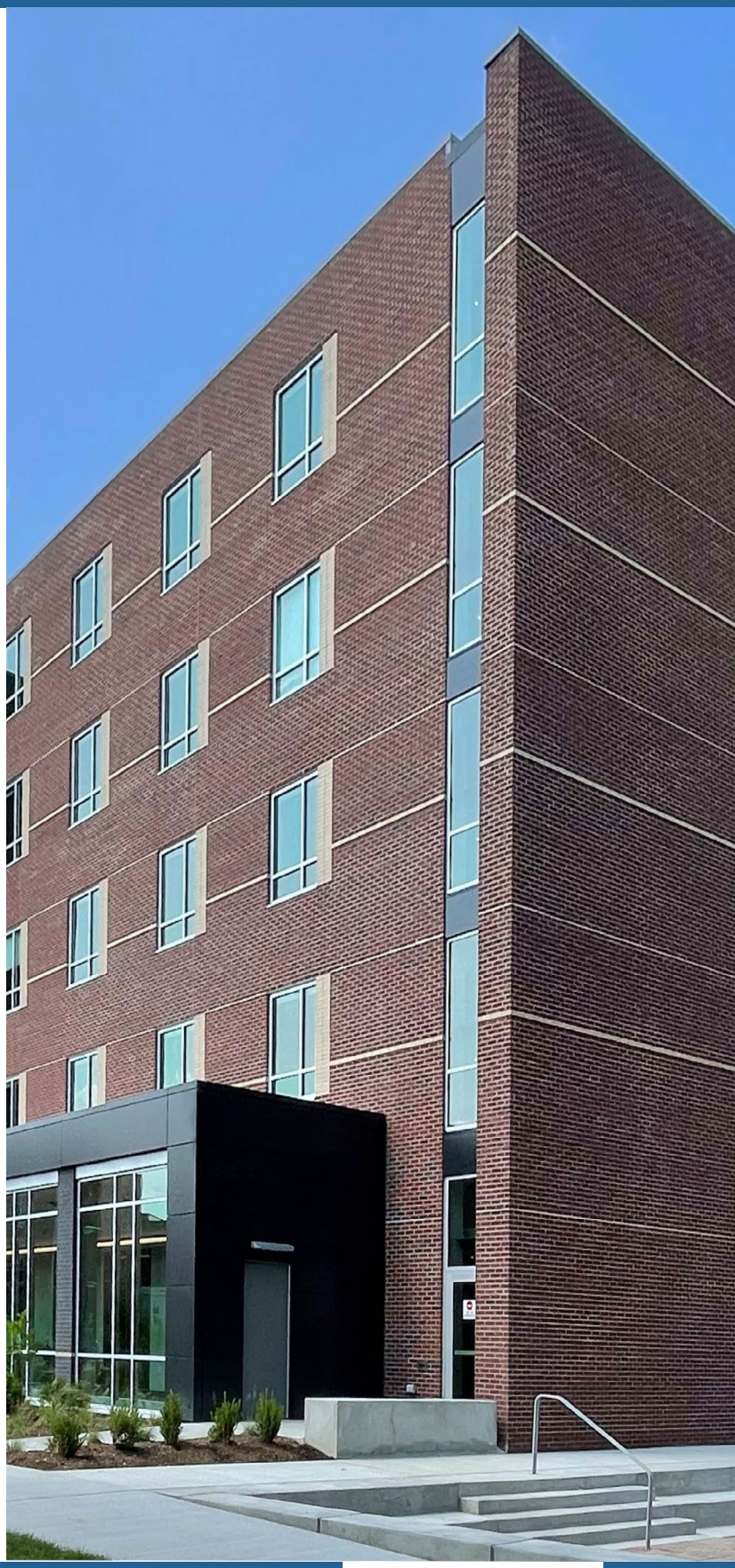
Extending the life and performance of a roof is fiscally responsible and environmentally responsible. Every year millions of pounds of roofing materials are dumped in our landfills. Disposal is not only expensive, it is avoidable. RoofTec is True Roof Restoration, a preventive maintenance system which includes a warrantied coating system from industry leader Tremco that can add up to 20 years of warrantied life to a roofing installation. Recoating is not a band-aid for the roof—it is True Roof Restoration.



Nudura® ICFs are a proven method of providing you a better alternative to traditional building methods

Buildings today demand reliable, energy efficient and eco-friendly walls that provide superior performance to minimize energy costs, reduce carbon emissions and maximize property value. Structures made of Nudura® Insulated Concrete Forms (ICFs) offer superior strength, disaster resilience, sound and fire-resistance and energy efficiency. This is why the design community, developers, builders and contractors across the world continue to choose Nudura's ICFs and insulation products as a proven alternative to traditional building methods.

Nudura® products provide the freedom and versatility to design and build projects the way they are envisioned. Designing and building with Nudura gives you the opportunity to build faster with more design flexibility, while offering an eco-friendly structure with substantial benefits that contribute to long-term energy savings. When choosing Nudura ICFs you can rest assured you have chosen the best building solution available today.



High-performance building solutions that fit your business.

We understand the needs and demands that face builders, architects and developers. Our products provide solutions to match the needs of the professionals who install, design and develop projects from residential to commercial. Our Insulated Concrete Forms and insulation systems combine design flexibility, efficiency and performance to create the ultimate building envelope solutions.

Energy-efficient insulation

Confidently meet today's building code requirements while delivering an energy-efficient building with a full line of Nudura® insulation products. Make your projects stand out with a quality insulation solution that performs consistently throughout the seasons without compromising on comfort, performance and efficiency for your clients.

Build an energy-efficient structure with insulation that works. Nudura® offers a full range of Insulated Concrete Form products from our ICF Series which are manufactured with our installer in mind. Industry leading innovations get the walls up faster and easier. Our Integrated Series completes the building envelope, giving you the ability to completely insulate from footing to roof.

Most traditional insulation types can deliver only on R-Value. Nudura® takes R-Value to the next level. The ICFMA (Insulated Concrete Form Manufactures Association) Conducted testing with CLEB Laboratories to show that ICF walls can provide up to 58%* better energy savings. The thermal mass of concrete combined with EPS Insulation makes building perform better compared to traditional products. Learn more about the CLEB report at nudura.com/icf-performance.

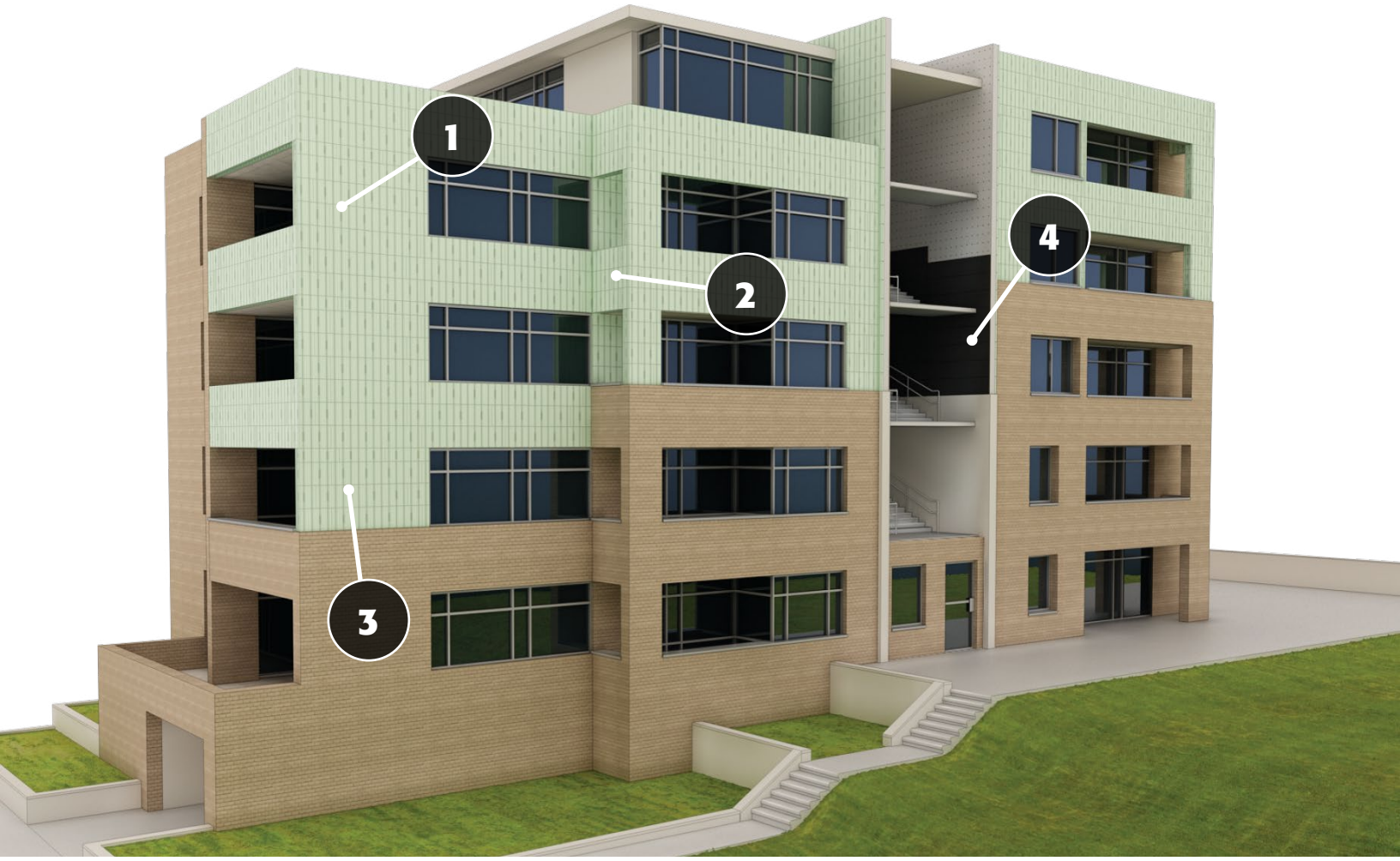
Sustainable Designs

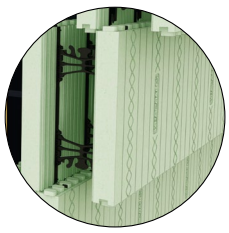
Nudura® helps bring sustainable designs and Insulated Concrete Forms together. Projects specifying Nudura ICFs provide much greater potential for saving valuable environmental resources, reducing energy consumption and $C0^2$ emissions, two major factors facing today's public agency buildings. From foundations to whole structures, Nudura® has a complete library of solutions for your building design needs.

*As proven by third party testing conducted by CLEB laboratories and the Insulating Concrete Forms Manufactures Association (ICFMA).



VALUE ADD
NUDURA—ANATOMY OF A BETTER BUILDING

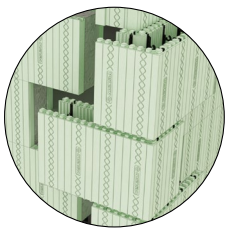




1

Nudura Standard Form

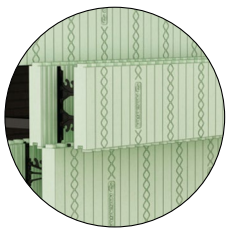
Nudura Standard Forms are 8' (96") in length, the largest standard block in the industry. Nudura's forms consists of two stay in place panels of Expanded Polystyrene (EPS) connected with our patented innovative hinged folding web.



2

Nudura 90° Form

The 90° form is fully reversible, eliminating the need for different right and left corners. Nudura also offers a 45° form, a radius, a taper top and all of the accessories needed to ensure the envelope of any structure can be built with Nudura.



3

Nudura Optimizer

With the Optimizer form it is easy to optimize the height of any wall. Designed to be used as a height adjuster at the top of the wall, the Optimizer allows the installer the ability to hit 17 different stack heights from 4' (1220 mm) to 12' (3600 mm).



4

Nudura One Series

The One Series is ideal for elevator shafts, stairwells and other areas that require non-combustible material.

VALUE ADD
DRYVIT—NEWBRICK

Dryvit, part of Tremco Construction Products Group, is the manufacturer of Outsulation® systems, a high performance cladding system for commercial and residential construction, which utilizes exterior continuous insulation (CI). It is available in a number of system configurations to meet any climate or building condition and numerous durable textures and colors to complete any architect's vision. More than 1 in every 11 commercial buildings in the United States features Dryvit products on the exterior.

Dryvit has led the EIFS industry for more than four decades because of its commitment to research and development. Dryvit consistently introduces new products and systems that keep it on the leading edge of the building industry. That spirit of innovation, coupled with a rigid adherence to the highest standards in manufacturing quality and consistency, has made the Dryvit brand the unquestioned leader in the EIFS industry.

Dryvit remains the only EIFS manufacturer to have all of its five North America production facilities ISO 9001:2015 and ISO 14001:2015 certified – the Gold standard for worldwide product consistency, quality and environmental stewardship. The proven energy efficiency and green characteristics of the Dryvit Outsulation® system make it ideal in buildings where the owner and architect are seeking LEED certification for the building.

There are three costs to consider when building today; the initial construction costs, the on-going operational costs, and the increasingly important environmental costs. By all three critical measures, Dryvit Outsulation systems represent the optimal cladding solution.

A lightweight insulated brick that matches the size, appearance and texture of clay, NewBrick® from Dryvit® is a higher-performing alternative to traditional clay brick veneers. More durable than traditional brick, NewBrick offers a superior cladding solution that reduces overall wall cost and accelerates the dry-in process.

NewBrick's light weight, strength, customizability, and ease of use make it a particularly appealing way to integrate the beauty and durability of brick into your next project. NewBrick's flexibility and energy efficiency are perfect for a wide range of applications.



A SUPERIOR WALL, FROM FOUNDATION TO FINISH

Air. Water. Vapor. Thermal.

As part of the total wall system, NewBrick can include all 4 barriers when used over a Dryvit® Outsulation® system under a complete single-source warranty.

Look past the per-thousand rate—NewBrick's advantages in labor and freight costs, job duration, tool/equipment requirements and critical path can mean over 25% savings in the true total installed cost.

A Whole Wall System

As part of the whole wall system, NewBrick can include all 4 barriers when used with a Dryvit Outsulation system with a single source install and whole wall warranty.

Faster Shell Dry-In

A quicker whole wall installation means earlier shell dry-in for your building, so interior work can begin up to ten weeks ahead of schedule.

Impact Resistant

NewBrick stands up to every-day impacts—passing a Gardner Impact test at 48 in/lb with barely a mark while traditional brick broke in half.

Eliminates Supports

By eliminating the cost—and labor—for anchors, bearing shelf angles, brick ties, mortar nets and AWRB penetrations, NewBrick's whole wall savings average $15-$17 / ft^2.

Lightweight

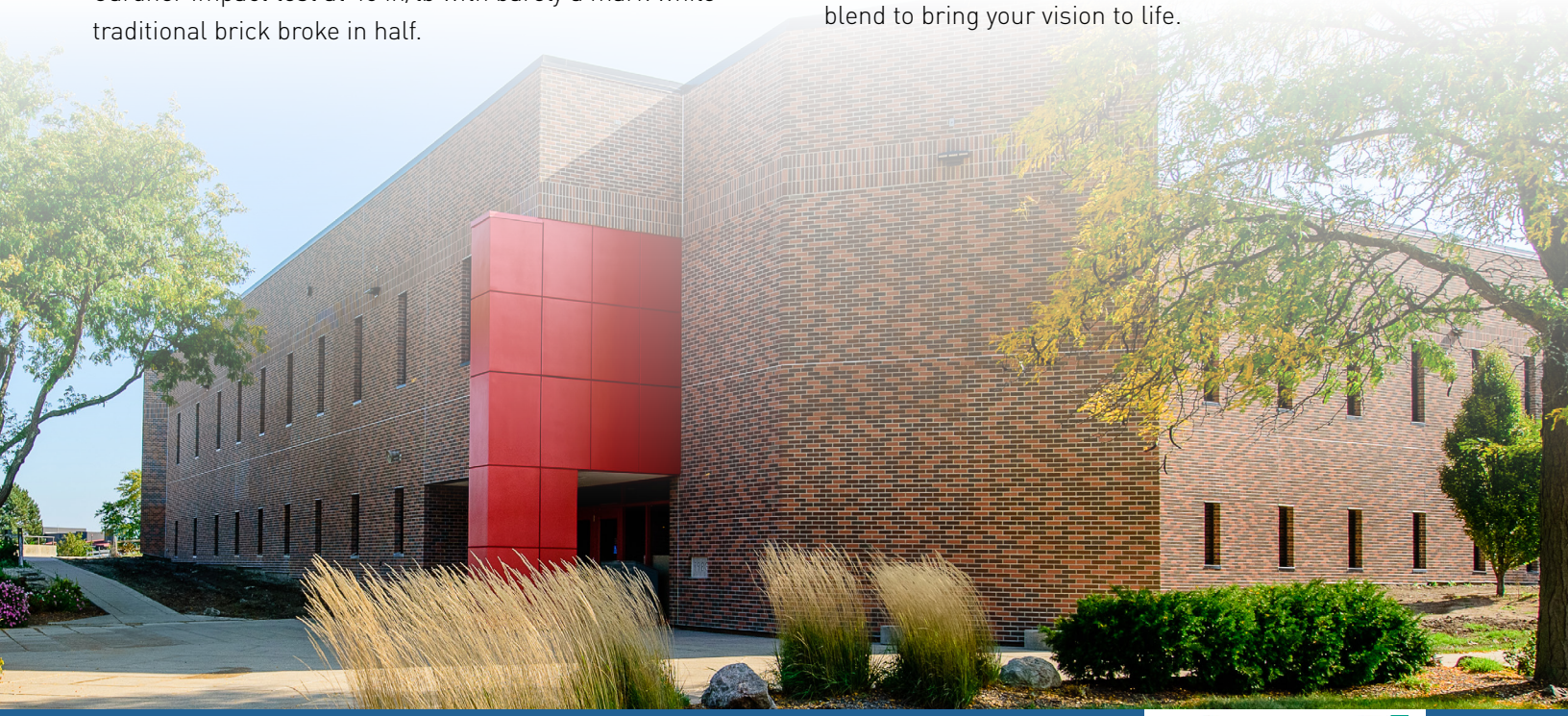
At a fraction the weight, NewBrick cuts freight costs significantly—and is easier to handle on site, eliminating the daily need for a telehandler and additional labor to move brick on the scaffold.

Safer Jobsites

NewBrick reduces exertion and the potential for injury to laborers, and also helps minimize jobsite mishaps and material waste.

Versatile Design Capability For Any Project

NewBrick is available in 16 standard colors. Custom colors and blends are available to tailor your project's specifications. Available in four standard blends, four textures, and three effects. Or, create your own custom blend to bring your vision to life.



VALUE ADD
DRYVIT—OUTSULATION, SUSTAINABLE SOLUSTIONS

Outsulation systems have been evaluated by the National Institute for Standards and Technology (NIST) and have less environmental impact than other common claddings. They can also contribute toward achieving LEED credits, depending upon project design and location.

Outsulation systems are more cost-effective throughout their lifecycle because the manufacturing process requires less energy than other common claddings, and the lightweight composition reduces fuel costs associated with transport. After application, Outsulation systems continue to keep heating and cooling costs low for the life of the building. Visit dryvit.com for more information.

Outsulation

- Intended for use in commercial construction or over masonry
- Insulation adhered directly to substrate
- Designed as a barrier system

Outsulation Plus MD System

- Qualifies for all construction types
- Incorporates a liquid applied, air and water resistive barrier
- Vertical adhesive beads facilitate moisture drainage
- Corrugated strip or track is incorporated at the wall base
- Passive drainage

Outsulation MD System

- Qualifies for all construction types
- Incorporates a liquid applied, air and water resistive barrier
- Grooved insulation board facilitates moisture drainage
- Vent track and vent assembly are incorporated at the base of the wall
- Engineered drainage

Outsulation HDCI™

- Provides a 20-year warranty on puncture resistance
- Incorporates a liquid-applied, air-and water-resistive barrier
- Corrugated strip or track is incorporated at the wall base
- Qualifies for commercial construction
- Provides a 20-year warranty on puncture resistance
- Passive drainage



VALUE ADD
DRYVIT—OUTSULATION, SUSTAINABLE SOLUSTIONS

Outsulation X™ System

- Features DOW® XNERGY™ Extruded Polystyrene (XPS) insulation board
- Incorporates a liquid-applied, air- and water-resistive barrier
- Vertical adhesive beads facilitate moisture drainage
- Drainage strip is incorporated at the base of the wall
- Qualifies for commercial construction
- Supplemental fasteners required
- Passive drainage

Outsulation LCMD System

- Qualifies for all construction types
- Mechanically fastened over sheet type water-resistive barriers (by others)
- Corrugated strip or track incorporated at the wall base
- Multiple drainage and attachment options available

Outsulation PE System

- Qualifies for all construction types
- Incorporates a liquid applied, air and water resistive barrier
- Closure blocks are configured to "compartmentalize" the wall for pressure equalization
- Vent track and vent assembly are incorporated at the base of the wall
- Engineered moisture drainage and pressure equalization

Outsulation RMD System

- Intended for residential, wood framed (one and two family) construction
- Can incorporate a liquid applied air- and water-resistive barrier or sheet membrane and drainage mat
- Drainage strips or track incorporated at the base of the wall
- Multiple drainage and attachment options available

Outsulation RMD System

- Outsulation MD Securock ExoAir 430
- Outsulation Plus MD Securock ExoAir 430
- Outsulation HDCI Securock ExoAir 430
- Outsulation PE Securock ExoAir 430
- Outsulation X Securock ExoAir 430



VALUE ADD
DRYVIT—OUTSULATION

HOW IT WORKS

Outsulation systems typically consist of the following components, as determined by code and performance requirements.

DRYVIT/TREMCO APPROVED WATER-RESISTIVE BARRIER

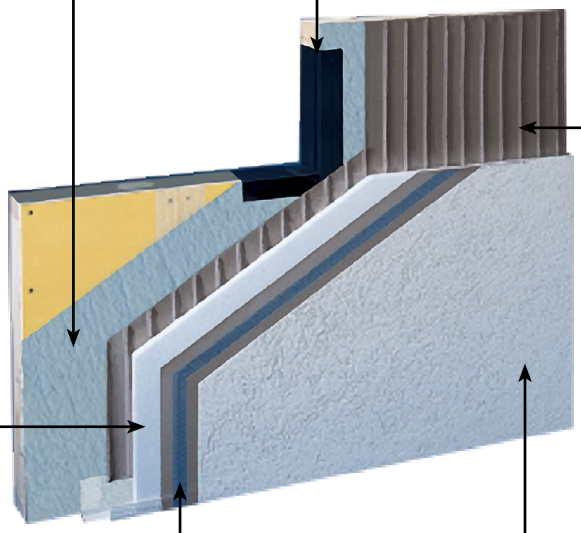
Seamlessly protects sheathing or substrate from incidental moisture and eliminates air infiltration

- Liquid-applied
- Continuous or monolithic
- Includes Backstop NTX®, Backstop NTX-VB, Securock® ExoAir® 430, ExoAir® 230

CONTINUOUS INSULATION

Absorbs expected building movement and enhances energy efficiency

- Eliminates thermal bridging in framed construction
- Meets CI requirements for all zones per ASHRAE 90.1-2010
- Available in both EPS (expanded polystyrene)and XPS (extruded polystyrene)
- Available in various thicknesses and can fully meet wall insulation requirements



BASE COAT AND REINFORCING MESH

Combine to provide the primary weather barrier and impact resistance

- Mesh embedded in base coat
- Various weights of mesh available, depending on impact resistance required

DRYVIT/TREMCO APPROVED FLASHING SYSTEM:

Seamlessly protects openings in the building envelope from moisture

- Includes AquaFlash® or Dymonic® 100

ADHESIVE / DRAINAGE MEDIUM

Vertical notches allow drainage of incidental moisture

- Adheres insulation board to the Air-and Water-Resistive Barrier\

FINISH COAT

Blend of 100 percent acrylic copolymers, natural aggregates and UV resistant pigments

- Easy to maintain
- Available in many textures and limitless color options
- Offer multiple aesthetic options
- Options for increased hydrophobicity, flexibility and mildew and fade resistance

SYSTEM OPTIONS

All Outsulation systems include adhesive, continuous insulation (CI), fiberglass mesh embedded in base coat, and finish, which are installed sequentially by a trained professional contractor as specified by the design team, and as required by code. Some Outsulation systems protect the underlying wall with an air- and water-resistive barrier under the CI, which maximizes the energy efficiency. Outsulation systems can be installed in either "barrier," "moisture drainage" or "pressure equalized" configurations, and these systems are engineered to perform in all climates and on all types of structures. On certain types of construction (high-rise) and in certain job conditions (cold weather), lift-in-place, prefabricated wall sections may provide certain benefits.

VALUE ADD
DRYVIT—MODULITE™ PREFABRICATED PANEL SYSTEMS

Whether you're building new or renovating, Modulite prefabricated panel systems offer unique advantages over traditional field-applied construction.

Since 1970, Dryvit has offered systems and technical support for the prefabrication space using all of the Dryvit products. Modulite panelization systems incorporate all the benefits of a Dryvit Outsulation® system—including continuous insulation (CI) and beautiful aesthetic finish options to meet any design need—all fully-tested to meet existing building codes and provide extraordinary energy efficiency. Modulite panelization systems also offer the most experienced and deepest team of partner fabricators in the industry.

Why build with Modulite Prefabricated Panes?

Faster Construction Time

In-plant fabrication can reduce production time, and speed up field application of exterior cladding systems, to reduce construction schedules.

Stronger and More Resilient

Our systems are designed for maximum durability, many with service lives far surpassing that of competing systems.

Cost-Effective for the Long Term

A broad range of products can fit most project budgets — but our energy-efficiency and maintenance solutions can also help you ensure cost-effective ownership and operation for the long term.



VALUE ADD
DRYVIT—MODULITE™ PREFABRICATED PANEL SYSTEMS

One Point of Contact

Our products and systems are backed by industry-leading warranties — all from a single point of contact. We can also help with everything from asset management to diagnostics to installer training.

Any Look You Want

A wide range of colors and finishes like brick, granite, metals, stucco and more provide maximum flexibility in your façade aesthetic.

Avoid Labor Shortage Problems

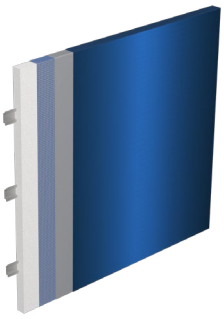
Pre-fabricated Dryvit panels can help address ongoing shortages in the skilled labor force—while simultaneously maximizing quality control.

Better Insulated

Industry-leading Outsulation® continuous insulation means efficient construction and operation, and will exceed strict energy codes for insulation.

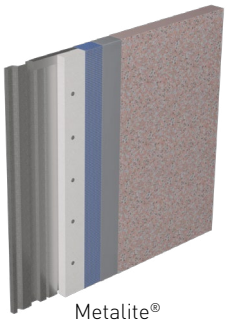
Leading Edge Sustainability

Our building solutions help you reduce waste, and meet green building standards like Net Zero, Living Building Challenge, Passive House and more.



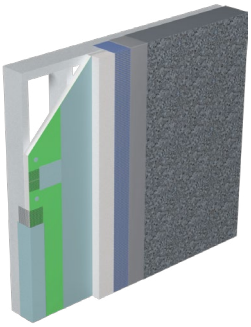
Fedderlite® / Fedderlite® M

Prefabricated Exterior Wall Insulation and Finish Systems for Use over Solid Substrates



Metalite®

Prefabricated Panelization System Installed over a Proprietary Light-Gauge Metal Pan

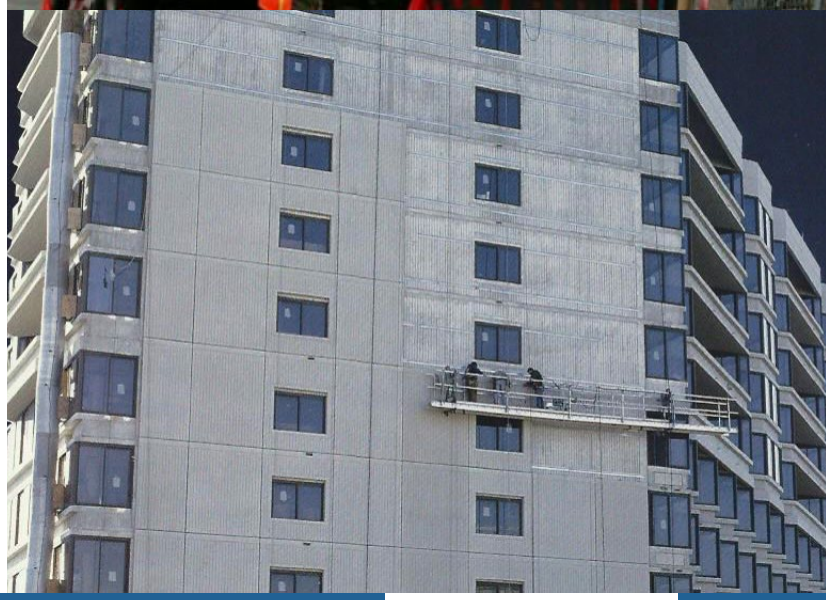


Outsulite® / Outsulite® Exoair® 430

Industry-Leading Panel Systems with Dryvit Outsulation and an Air/Water Resistive Barrier







VALUE ADD
PREBUCK—ENGINEERED FRAMING SYSTEMS

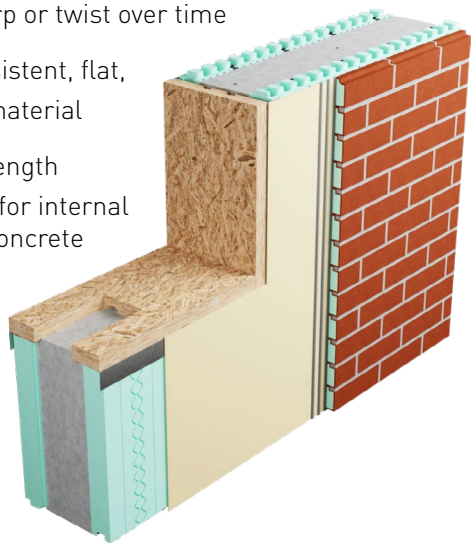
A new era has arrived. A construction revolution: strength and quality combined with speed and efficiency. Prebuck technology now offers the strongest, fastest, and smartest construction solutions available. Save time and money while building superior durability into every project.

Specifically designed for direct contact with concrete and non-corrosive to metals, Prebuck products feature TimberStrand Strandguard (LSL) engineered lumber treated with zinc borate for exceptional resistance to insects and decay. Prebuck products also feature MDI resin, the 100% waterproof bonding agent that turns to a durable plastic when cured.

Combine these quality components with Prebuck's advanced engineering and you're guaranteed the most efficient construction technology available today.

BENEFITS FOR RESIDENTIAL AND COMMERCIAL CONSTRUCTION

- Designed for direct contact with concrete
- Non corrosive to metals
- Resistant to insects and decay
- Will not delaminate, become spongy, or lose fastener holding strength when exposed in typical commercial construction.
- Will not cup, warp or twist over time
- Engineered consistent, flat, stable framing material
- LSL bending strength minimizes need for internal bracing before concrete pour







Parapet Cap

Prebuck engineered solutions for your parapet blocking allow the contractor to leverage the speed and efficiency of custom designed components. On new construction or renovations Prebuck solutions provides sustainable and dependable results to extend the life of your structure.

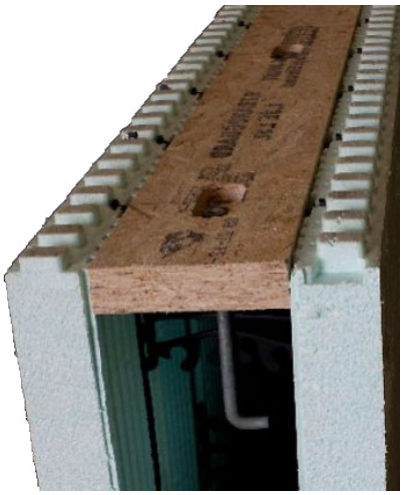
- Laser straight, will not curl, cup, or warp
- Can be installed by fewer employees saving labor costs
- Colored coded for easy placement
- Counter sunk holes to hide fasteners
- Customizable
- Designed for direct contact with concrete
- Insect and fungus resistant
- Environmentally friendly
- Contributes to LEED points



Window & Door Buck

Offers the contractor, owner and design community an engineered solution for punched openings. Produced with 1-½" (38 mm thick, treated Laminated Strand Lumber (LSL), Gives the rough frame of the opening stable support for glazing and finish components. A cast in place version integrates a dual keyway design to assure a secure interface from concrete to finishes.

- Self aligns on the wall for easy installation
- Will not delaminate, become spongy, or loosen fastener strength
- Colored coded for easy placement
- Will not curl, twist, cup, or warp
- Customizable
- Designed for direct contact with concrete
- Insect and fungus resistant
- Environmentally friendly
- Contributes to LEED points and NAHB Green Building Certified



Wet-Set Sill

Produced with 1 ½" (38 mm) thick, treated Laminated Strand Lumber (LSL) our sill solution is produced straight and stays straight. Our sill plate solution is designed to fit ICF wall widths and using our oblong countersunk holes lets the contractor set the sill plate the same day they pour the walls.

- LSL bending strength minimizes need for internal bracing before concrete poor
- Will not delaminate, become spongy, or loosen fastener strength
- Oblong countersunk opening
- Will not curl, twist, cup, or warp
- Designed for direct contact with concrete
- Non-corrosive to metals
- Insect and fungus resistant
- Environmentally friendly
- Contributes to LEED points and NAHB Green Building Certified

VALUE ADD
WILLSEAL—EXPANSION JOINT SYSTEMS

Willseal offers best-in-class pre-compressed and acrylic-impregnated foam products for horizontal and vertical joint applications. Tremco's industry-leading joint sealants, polyurethane-methacrylate technology, pre-formed extrusions and gun-grade foams.

With a wide variety of pre-compressed, acrylic-impregnated foams, pre-formed extrusions, monolithic Polyurethane Methacrylate and gun-grade foams, Willseal and Tremco have the ideal solution for any expansion joint or transition sealant project.

Whether you require traffic-grade horizontal, color-matched vertical, 2 to 3 hour fire-rated, seismic capabilities, waterproof, soundproof, dust-proof or airtight seals, you'll find a variety of options in the following pages.

All products, however, feature unmatched quality and durability, excellent +/- movement capabilities, and innovative, streamlined installations designed to help create safer, greener, high-performance structures. For over 110 combined years, our products have been continuously specified and installed on thousands of new construction and restoration projects worldwide.

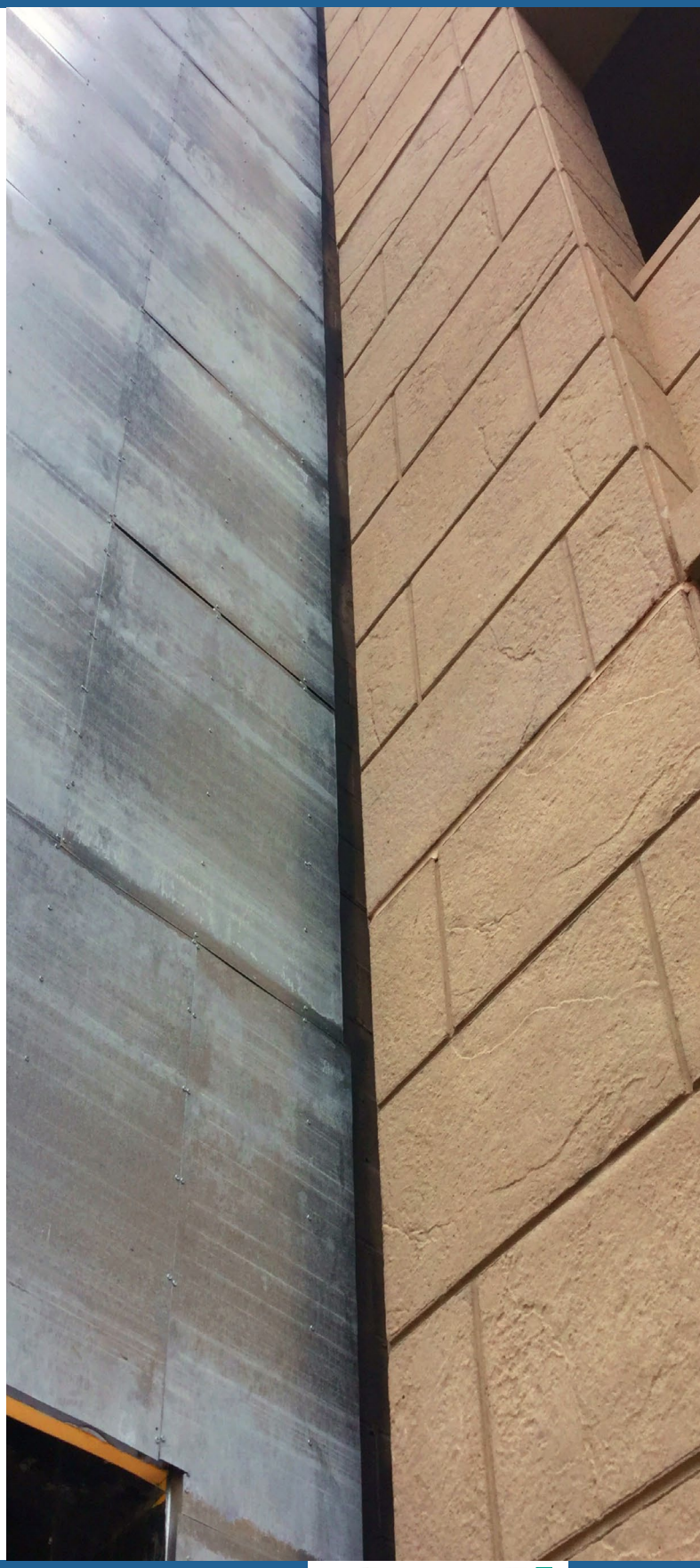
Willseal products are designed for maximum waterproofing, thermal, sound, and air-tightness to meet global passive housing standards and feature superior durability, excellent +/- movement capabilities, and streamlined installation.

MARKETS SERVED

- Commercial construction
- Industrial / manufacturing
- Educational and institutional
- Infrastructure and DOT
- Residential construction
- Stadiums and arenas
- Parking facilities
- Medical facilities
- Fire protection

JOINT APPLICATIONS:

- Traffic-grade horizontal joints
- Primary vertical joints
- Curtain walls, windows, & flashing
- Control, longitudinal and transverse joints
- Dryvit® and exterior panel system joints
- Pre-cast concrete & built-up walls
- Fire-rated joints
- Seismic, large & retrofit joints
- Below-grade applications



Stonhard, a subsidiary of our parent company RPM International, is the unprecedented leader in manufacturing and installing high performance floors. Joining form and function, our floors are the dependable go-to choice for tough manufacturing environments, while still honoring innovative design for commercial environments.

From specifications and design to final walkthrough, you work with us directly. For a century we've been delivering proven, single-source service, covering both your products and installation.

Stonhard is committed to manufacturing and installing quality, seamless products that protect, maintain and enhance industrial and commercial environments.

Quality From Start to Finish

With a century in business, Stonhard is the unprecedented leader in manufacturing and installing high performance epoxy and urethane floor, wall and lining systems.

Manufacture & Install

We work with you directly—formulating and installing long-term floor, wall and lining system solutions.

Perform & Protect

Chemical, slip, and stain resistant epoxy, urethane and MMA floors protect work environments from chemical attack, impact, abrasion, thermal cycling, along with daily wear and tear.

Define & Design

Market specific color collections, tailor-made logos, custom colors and textures that dignify great design.

Sustainability.

Green is nothing new for Stonhard. For over 30 years, Stonhard has been an innovator in sustainable products.

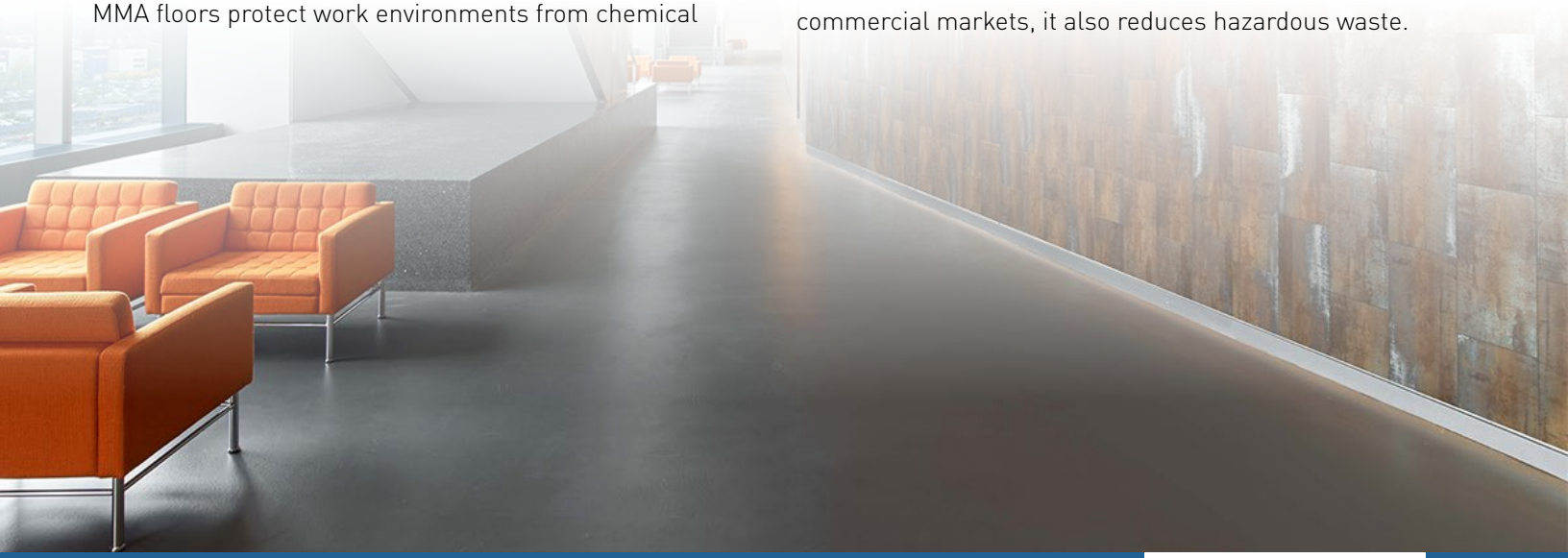
Since June of 2005, through recycling efforts, Stonhard has prevented 92.7% of all returned material, including discontinued and obsolete products from going into the waste stream. Stonhard's unique packaging prevents over 4.8 million one gallon pails and quart cans from being dumped into landfills annually.

OUR FACILITIES ARE GREEN

Stonhard has eliminated the use of chromic oxide (a chromium compound) as a green pigment in several Stonhard aggregate products, which has made these products environmentally friendly (non-hazardous).

NEW PRODUCT DEVELOPMENT

Over 90% of new product development and reformulation efforts have been geared to water-based urethanes or 100% solid epoxy-based chemistry. This effort not only provides safer floor and coating products to both industrial and commercial markets, it also reduces hazardous waste.



VALUE ADD
FLOWCRETE TREMFLOOR™ URETHANE CEMENT FLOORING

TREMfloor™ Urethane Cement: Anti-Microbial Cementitious Urethane Flooring

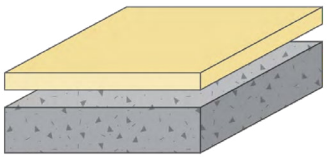
Proving that a building is able to meet a high standard of hygiene is essential in many sectors, especially contamination-sensitive settings such as the food and beverage, pharmaceutical and electronics industries.

TREMfloor™ is a leading line of Hazard Analysis and Critical Control Point (HACCP) International-certified, antimicrobial-treated cementitious urethane flooring systems for use in a wide variety of these, and other, applications.

The key aspects of TREMfloor that make it an ultra-hygienic flooring system include its seamless, impervious, highly durable nature combined with its ability to incorporate coving and stainless steel drainage. TREMfloor even includes the natural silver-ion based antibacterial agent Polygiene®, which has been proven to meet the ISO 22916 standard.

While initially designed for the food and beverage industry, many other sectors such as healthcare are turning to HACCP International-certified building materials, as they need systems that can create a highly-sanitary working environment, able to withstand difficult working conditions.

Products

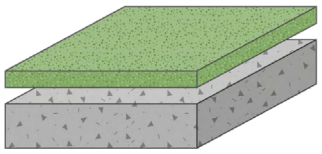


TREMfloor Urethane Cement HF (1/4")

A HACCP International certified urethane cement system with a textured semi-gloss finish, ideal for wet environments prone to spills.

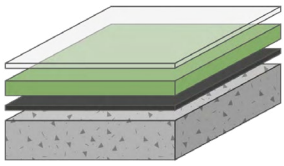


VALUE ADD
FLOWCRETE TREMFLOOR™ URETHANE CEMENT FLOORING



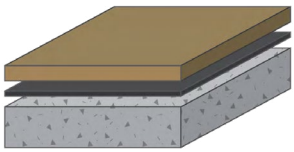
TREMfloor Urethane Cement RT (1/4")

A HACCP certified urethane cement system with a textured matte finish, ideal for areas where high performance is a requirement.



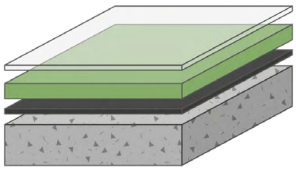
TREMfloor Urethane Cement SR (1/4")

A HACCP certified urethane cement system with a textured matte finish, ideal for wet areas.



TREMfloor Urethane Cement MF (3/16")

A HACCP International certified urethane cement system with a matte finish.



TREMfloor Urethane Cement SL (1/8")

A HACCP International certified urethane cement system with a smooth matte finish. Broadcast and seal for wet areas as well.

TREMfloor Urethane Cement Cove

A HACCP certified urethane cove mortar system, for any TREMfloor™ flooring system. Provides a seamless, hygienic transition between the floor and wall.



VALUE ADD
PUMA TECHNOLOGY SYSTEMS

Vulkem® EWS Traffic Coatings and TREMproof® Below-Grade Waterproofing Membranes with Tremco Polyurethane-Methacrylate (PUMA) Technology

These systems feature superior durability and abrasion resistance, exceptional crack-bridging, tenacious adhesion and fast cure — opening to traffic in as little as one hour after installation. Tremco PUMA technology systems can be applied in temperatures as low as 14°F (-10°C).

- Tremco PUMA Primer - A methyl-methacrylate (MMA), two-component primer for porous and non-porous substrates.
- TREMprime® VB - A two-component, epoxy-based solvent-free vapor barrier primer for concrete surfaces.
- Tremco PUMA Initiator+ - A reactive catalyst in the form of a white powder used to cure all resins of Vulkem® EWS and TREMproof® PUMA.
- Tremco PUMA BC - A polyurethane-methacrylate (PUMA) base coat that bonds firmly to Tremco PUMA Primer and retains its integrity regardless of substrate movement up to 1/16". Available in self-leveling, roller, trowel and low-modulus grade.
- Tremco PUMA Flashing - A polyurethane-methacrylate (PUMA) base coat that bonds firmly to Tremco PUMA Primer, and is compatible with Tremco's TREMproof® 6100.
- Tremco PUMA WC - A polyurethane-methacrylate (PUMA) wear coat, loaded with aggregate to give the system excellent impact, abrasion and chemical resistance.
- Tremco PUMA Filler Powder - A non-reactive, white, filler powder used to thicken Tremco PUMA WC.
- 16 to 20 mesh silica sand, color quartz, aluminum oxide (bauxite) - Used in conjunction with PUMA Primer, PUMA WC and PUMA TC. (Supplied by others.)
- Tremco PUMA TC - A methyl-methacrylate (MMA) top coat that offers excellent abrasion resistance, UV stability and chemical resistance system. Available in variety of colors.

Components of Vulkem® EWS traffic coating systems, and TREMproof® PUMA below-grade waterproofing systems.







HELIPAD SYSTEM

Durable Solution with Custom Color Options

Vulkem EWS is an optimal solution for helipads. Vulkem EWS is a cold-applied, traffic deck coating system designed for waterproofing concrete slabs and protecting occupied areas underneath from water damage.



DECORATIVE WATERPROOFING SYSTEM

Aesthetically Appealing Solution with Extreme Durability

Ideal for pedestrian walkways, balconies, deck and plaza common areas—can match any aesthetic with a variety of UV-stable aggregate or chips.



PEDESTRIAN SYSTEM

Stadiums, Balconies and Pool Decks

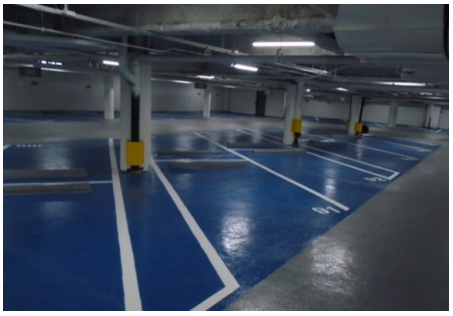
A cold-applied system ideal for stadiums, balconies and pool decks—protecting concrete below from the damaging effects of chloride, deicing salts, chemicals, gasoline, oils, anti freeze and more.



VEHICULAR SYSTEM

Parking Structures, High-Wear Turn and Drive Lanes, Helical Turns,

The ideal system for parking structures, high-wear turn and drive lanes, helical turns, ramps and ticket spitters. Protects from the damaging effects of chloride, deicing salts, chemicals, gasoline, oils and anti-freeze.



HYBRID SYSTEM: EWS

For Helical Turns, Ramps and Ticket Spitters

Our hybrid system incorporates Vulkem EWS for extreme-wear areas such as helical turns, ramps and ticket spitters — with Vulkem Polyurethane Vehicular Systems for drive lanes and parking stalls.



HYBRID SYSTEM: URETHANE

Vulkem Urethanes for Driving Lanes and Parking Stalls

Our hybrid system incorporates Vulkem EWS for extreme-wear areas such as helical turns, ramps and ticket spitters — with Vulkem Polyurethane Vehicular Systems for drive lanes and parking stalls.



THANK YOU

FOR THE OPPORTUNITY TO PROPOSE ON THIS PROJECT

3735 GREEN ROAD, BEACHWOOD, OH 44122
www.tremco.com

Region 4 Education Service Center (ESC)

Contract # R230404

for

ROOFING PRODUCTS, SERVICES AND JOB-ORDER-CONTRACTING (JOC) SERVICES

with

Weatherproofing Technologies Inc.

Effective: November 1,2023

The following documents comprise the executed contract between the Region 4 Education Service Center and Weatherproofing Technologies Inc effective November 1, 2023:

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

CONTRACT

*This Contract ("**Contract**") is made as of November 1, 2023, by and between Weatherproofing Technologies Inc. ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Roofing Products, Services, & Job-Order-Contracting (JOC) Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 23-04 for Roofing Products, Services, & Job-Order-Contracting (JOC) Services ("the products and services") ("RFP"), to which Contractor provided a response ("**Proposal**"); and

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

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

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

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

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

1) Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers.

The National Cooperative Contractor Network roster lists the individual pre-qualified and In-Network contractors that are independently owned and part of this RFP response. This roster will be updated as new contractors enter the program who demonstrate competency in the stipulated criteria and that agree to the terms and conditions contained in this RFP. Contractors accepted in the Contractor Network Program will be sent to Region 4 ESC for approval prior to performing work for OMNIA Members.

Under the Contractor Network Method of Delivery, which is included in our response, the awarded In-Network contractor is the prime. All POs, invoices, payments, etc. will occur directly between the In-Network Contractor and the Participating Public Agency directly.

11) TERMINATION OF CONTRACT

a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

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

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

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. Proposals submitted to OMNIA Members prior to expiration or termination of the contract that lead to the issuance of a purchase order will survive the term of the agreement. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, and freight pricing will be provided on each proposal.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

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

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a

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

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

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

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name: Weatherproofing Technologies Inc.

Address: 3735 Green Rd.

City/State/Zip: Beachwood, OH 44122

Telephone No.: (216) 292-5064

Email Address: JKMilliken@tremcoinc.com

Printed Name: JK Milliken

Title: President

Authorized signature: JK Milliken/ss

Accepted by Region 4 ESC:

Contract No. R230404

Initial Contract Term 11/1/2023 to 10/31/2026

Carmen T Moreno
Region 4 ESC Authorized Board Member

10/24/2023
Date

Carmen T. Moreno
Print Name

LaVerie Wise
Region 4 ESC Authorized Board Member

10/24/2023
Date

LaVerie Wise
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

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

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

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

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

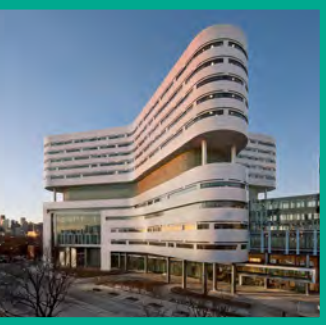
If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
APPENDIX A Page 44 Exhibit A PDF Page 60	Adding Authorized Distributors/Dealers	The National Cooperative Contractor Network roster lists the individual pre-qualified and In-Network contractors that are independently owned and part of this RFP response. This roster will be updated as new contractors enter the program who demonstrate competency in the stipulated criteria and that agree to the terms and conditions contained in this RFP. Contractors accepted in the Contractor Network Program will be sent to Region 4 ESC for approval prior to performing work for OMNIA Members. Under the Contractor Network Method of Delivery, which is included in our response, the awarded In-Network contractor is the prime. With this being said, all POs, invoices, payments, etc. will occur directly between the In-Network Contractor and the Participating Agency directly.	Accepted
APPENDIX A Page 43, 46	Term of agreement Survival Clause	Proposals submitted to OMNIA Members prior to expiration of termination of the contract that leads to the issuance of a purchase order will survive the term of the agreement.	Accepted

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
APPENDIX D Exhibit A PDF Page 60	1.1 Requirements	The RFP language states: All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually Under WTI's Contractor Network Method of Delivery, all transactions, purchase orders, invoices, payments etc., will occur directly between the In-Network Contractor and each Participating Public Agency individually.	Accepted
APPENDIX D Exhibit A PDF Page 62, 68	1.2 Marketing, Sales and Administrative Support 3.3 Marketing and Sales	The RFP language states: Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. While many public agencies value our OMNIA contracts there are many factors that go into securing a sale including how a public agency would like to procure our solutions, agency-specific contract preferences, agency procurement policy, and administrative and legislative procurement policy. WTI will aggressively promote this contract with the intent of producing sales under this contract; however, due to the speculative and unique nature of the services we provide, we do not have the ability to guarantee sales.	OMNIA Partners
APPENDIX D Exhibit A PDF Page 63, 64	1.5 Objectives of Cooperative Program 2.1 Corporate Commitment 2.3 Sales Commitment	The RFP language states: Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide Tremco corporate is committed to aggressively marketing the OMNIA contract to the public sector based on public agency contract preference and agency procurement policies, and administrative and legislative procurement policies.	OMNIA Partners
APPENDIX D Exhibit A PDF Page 64, 67	2.2 Pricing Commitment 3.3 Marketing and Sales	WTI will provide pricing which is comparable to other valued public sector customers or what is referred to in the marketplace as market competitive pricing. Given the many variances and unique conditions presented on each project, a lowest pricing or best government pricing is not reasonably achievable and we believe is more suited to commodity purchases that are very different from the unique solutions we provide given the many variances and site-specific conditions presented on each project. WTI is committed to offering and providing the best value at the best site-specific pricing available to every OMNIA Member.	OMNIA Partners
APPENDIX D Exhibit A PDF Page 69	3.3 Marketing and Sales	The RFP language states: The following options are available when responding to a solicitation for Products covered under the Master Agreement. There are many factors that go into how a public agency would like to procure our solutions which include traditional bidding of products and services. WTI will, if electing to respond to such solicitations, respond as we do in our normal course of our traditional business outside of our OMNIA contracts.	OMNIA Partners
APPENDIX A Page 46	Delivery	All deliveries shall be freight prepaid and freight pricing will be provided on each proposal.	Accepted

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
EXHIBIT F Page 90	Buy American Requirement	Tremco has maintained its headquarters in the greater Cleveland area since 1928. The vast majority of our roofing products are manufactured in our Cleveland-based roofing plant, although some products are manufactured at our Canadian plant or purchased for resale. We believe we are in an excellent position to fulfill the requirements of Buy American, however, note that deviations may be necessary depending upon the scope and product or system requirements of a particular project or OMNIA Member request.	Supplier will confirm on a case by case basis as required by Participating Public Agency.
Solicitation 23-04	Participating Agencies/ Members referenced throughout Solicitation 23-04	We request Region 4 ESC include other entities contracted to conduct business on behalf of a Participating Agency/Member, provided they follow the Participating Agency/Member's state and local procurement regulations and have authorization by the Participating Public Agency to utilize Region 4 ESC's Roofing Products, Services and Job-Order Contracting Services contract on behalf of Participating Public Agency. The reason we are requesting the inclusion of "other entities" as some public agencies prefer to contract out, or outsource, the oversight of their facilities and/or roofing and building envelope-related projects to third parties such as energy service companies (ESCOs), solar integrators, general contractors, and property-management companies. Adding the ability of these contracted parties to utilize the contract on a Participating Public Agency's behalf will result in the Participating Public Agency still obtaining the benefits of procuring roofing and building envelope solutions, and all value add under this contract.	Accepted
EXHIBT B Page 74	Terms & Conditions	The RFP language states: 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, along with an electronic copy to the email addresses listed below. WTI proposes that digital means of communication be accepted except for legal notices.	OMNIA Partners
RFP Page 42	Proposed Pricing Coefficient (s)	The RFP language states: Please provide Coefficients for products and services not listed in the provided line items for states that you are proposing to do work in. WTI has provided coefficients with the RS Means Construction Cost Index Catalog for all product and service offerings in all markets.	Accepted
APPENDIX D EHIBIT A Page 68	3.3 Marketing and Sales	The RFP language states: Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. WTI is unable to provide the list of top ten public agency customers as this information is privileged and confidential and we do not have permission from our customers to divulge it.	OMNIA Partners
RFP Page 40	Pricing tab	The line item descriptor was incorrect on Line Item 50 under Roof Services. It states: Special Rental Equipment (Priced based on 9.11.2 above) We corrected the verbiage to point to the right line item referenced: Special Rental Equipment (Based on RS Means line 48d)	Accepted

ROOFING PRODUCTS, SERVICES AND JOB-ORDER SERVICES PROPOSAL








POINT OF CONTACT

Weatherproofing Technologies, Inc.

Craig Nelson
VP WTI GC Strategy

216-496-0209
cnelson@wtiservices.com

SUBMITTED TO

OMNIA PARTNERS
REGION 4 EDUCATION SERVICE CENTER
for Roofing Products, Services and JOC Services

Solicitation Number 23-04

JUNE 27, 2023

This proposal includes data that shall not be disclosed outside OMNIA and their members and shall not be duplicated, used, or disclosed - in whole or in part - for any purposes other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the (customer) shall have the right to duplicate, use, or disclose that data to the extent provided in the resulting contract. This restriction does not limit the (customer's) right to use information contained in this data if it is obtained from another source without restriction. This data is also confidential information and trade secrets subject to 5 U.S.C. sec. 552(b)(4) and 18 U.S.C. sec. 1905.

COVER LETTER

6/23/2023

RE: Solicitation No. 23-04—Region 4 Education Service Center for Roofing Products, Services, and JOC Services

Weatherproofing Technologies Inc. ("WTI") and its affiliate Tremco CPG, Inc. (Tremco) are pleased to present our Region 4 ESC RFP Response. Our comprehensive response represents our approach and demonstrated success in providing the types of services requested in the RFP. We believe as evidenced from our many years of working under Region 4 ESC, OMNIA Partners contacts it is very clear we can provide the services and products required by OMNIA members. Managing facilities can be complex. Procuring comprehensive and cost effective solutions shouldn't be. Identifying the problem and defining the technical solution only solves part of the problem. OMNIA members want and need to procure high-quality, cost-effective, and comprehensive building envelope solutions without sacrificing transparency, which WTI can provide under the contract.

WTI brings 62 years of experience in delivering superior solutions to both basic and complicated exterior building, roofing, fall protection, parking garage, waterproofing, indoor air quality, HVAC restoration, paving, and flooring projects. While our affiliate company, Tremco, has been providing roofing and building envelope materials and services for more than 95 years.

Coupled with an extensive Tremco CPG portfolio, WTI and Tremco is the industry leader in providing roofing and building enclosure solutions. The Tremco portfolio includes Tremco Roofing and Building Maintenance, WTI, Tremco Commercial Sealants & Waterproofing, Dryvit Systems (insulated exterior finish system), Nudura (insulated concrete wall system), Prebuck LLC, (pre-engineered wall system), and Willseal (durable expansion joint systems). In tandem with WTI's full-service design build GC capabilities, these manufacturing resources, along with WTI Pure Air (HVAC analysis and restoration, disinfecting and sanitizing services), CanAm (building envelope sealing) and sister company, Stonhard (sustainable and high performance flooring) give OMNIA members a unique, single point of contact for all their building envelope, flooring and paving needs. In addition, WTI's National Cooperative Contractor Network provides OMNIA members with another way to compliantly procure solutions through a network of highly qualified, local, best-in-class pre-qualified contractors.

WTI, Tremco and our In-Network Contractors have provided cost-effective solutions to increase performance while reducing costs for numerous public agencies, many of which are OMNIA members, across North America, both large and small. This has resulted in many long term partnerships. This continues to be our goal and has been demonstrated through our long history with successfully performing on Region 4 ESC contracts since 2004.

In an effort to continue to provide the best value to OMNIA's membership, we have increased our material only discount, lowered our RS Means coefficient, and added additional value add line items to further enhance contract usability by OMNIA members nationwide. As part of our bid submission, we have provided bid bonds for the State of Texas and the State of Michigan in hard copy. The State of Texas bond is per the RFP requirements. The State of Michigan bond is provided to meet Michigan's bidding requirements.

Please feel free to contact us with any questions or comments. Thank you for consideration of our proposal submission.

Sincerely,

Craig A. Nelson
VP WTI GC Strategy
Weatherproofing Technologies Inc. and Tremco
216-496-0209 cnelson@wtiservices.com

The following web-links are provided to take you to valuable and helpful information and resources about our products and services, in depth information about our company where you can learn about our corporate governance and philosophy, as well as useful resources that can help you begin the process of restoring your buildings before your projects begin. We believe that the more our customers and project partners understand about our process, products, and services the more successful a project will be.

The images on the right are interactive hyperlinks, simply hover over the image and click. This will take you to our website so you can quickly find the information you need when you need it.

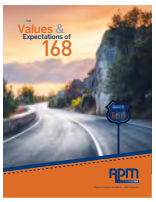
PRODUCT CATALOGUE SHEETS

Tremco Construction Products Group (CPG) has made 1000s of product sheets available for our customers. To make it easier for our customers to find information on specific products we have conveniently made them available on-line through our website.



COMPANY GOVERNANCE—THE VALUE OF 168 ONLINE

The Value of 168 is the corporate philosophy set forth by the company's founder Frank C. Sullivan. It is a unique form of corporate governance that signifies RPM's, WTI's parent company, enduring commitment to conduct business by doing the right things, the right way for the right reasons—on behalf of its associates, customers and shareholders.



WARRANTY INFORMATION—THE POWER OF ONE

One Building Envelope. One Warranty. One Powerful System Delivering Unmatched Protection for Your Building. Additional information on our Warranty program.



QUALITY CONTROL—ISO 9001:2015

Both Tremco CPG Inc. and WTI (Weatherproofing Technologies, Inc.) are ISO 9001:2015 certified organizations. This is the highest level of quality certification that can be achieved in this class. Press the hyperlink to learn more and get a copy of our certifications.

ISO
9001:2015

TREMCO QUALITY CONTROL CUSTOMER SATISFACTION PROGRAM

Tremco partnered with ASU to implement a quality control program that assists Tremco to better serve our customers by tracking and documenting the performance information of all the warranted projects. To learn more about the program and see our ***ASU Performance Summary*** press the hyperlink.



BUILDING SCIENCE LIBRARY

Open to the construction and design industry, our Building Science Laboratory in Cleveland, Ohio conducts full wall assembly testing for air and moisture infiltration, thermal conductivity, as well as building material compatibility. With safety and sustainability in mind, we push the limits of building envelope testing beyond industry standards to help ensure buildings withstand real-world environmental conditions.



BUILDING DESIGN VISUALIZER

Customize the look of your building or parking garage and explore the products to bring it to life with our on-line building design app. You can choose a preloaded scene or upload your own. Create an account to save and access previous projects.



OFF-SITE CONSTRUCTION

Build better buildings, faster with off-site construction. Tremco CPG offers a complete line of products for your building envelope. Don't Waste Time Sourcing Materials from Multiple Manufacturers. We have everything you need to construct a proven building envelope in a factory setting.



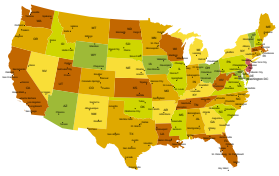
RESTORATION GUIDES FOR COMMON BUILDING EXTERIOR ISSUES

The web-link will take you to our library of guides that help you identify and resolve typical building issues. All our guides are downloadable for easy reference.



NEED TO FIND A REP

To find reps for your next project we offer a on-line find-your-rep app. Once you're on our site, just click on the state you would like to find a rep. Each name is interactive—providing you with contact information and their location.



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 23-04

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for
Roofing Products, Services and Job-Order0Contracting (JOC) Services

This Addendum No. 1 amends the Request for Proposals (RFP) for Roofing Products, Services and Job-Order-Contracting (JOC) Services ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Roofing Products, Services and Job-Order0Contracting (JOC) Services. Addendum No. 1 is hereby issued as follows:

This Addendum No. 1 is hereby issued to UPDATE THE SUBMITTAL DEADLINE

1. Page 1, Remove the submittal deadline and replace with the following:

SUBMITTAL DEADLINE: TUESDAY, JUNE 27, 2023, 2:00 PM CENTRAL TIME

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Weatherproofing Technologies, Inc.

Contact Person J.K. Milliken, President

Signature JK Milliken/ss

Date June 22, 2023

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

TAB 1 DRAFT CONTRACT AND OFFER AND CONTRACT SIGNATURE FORM (APPENDIX A) **8**

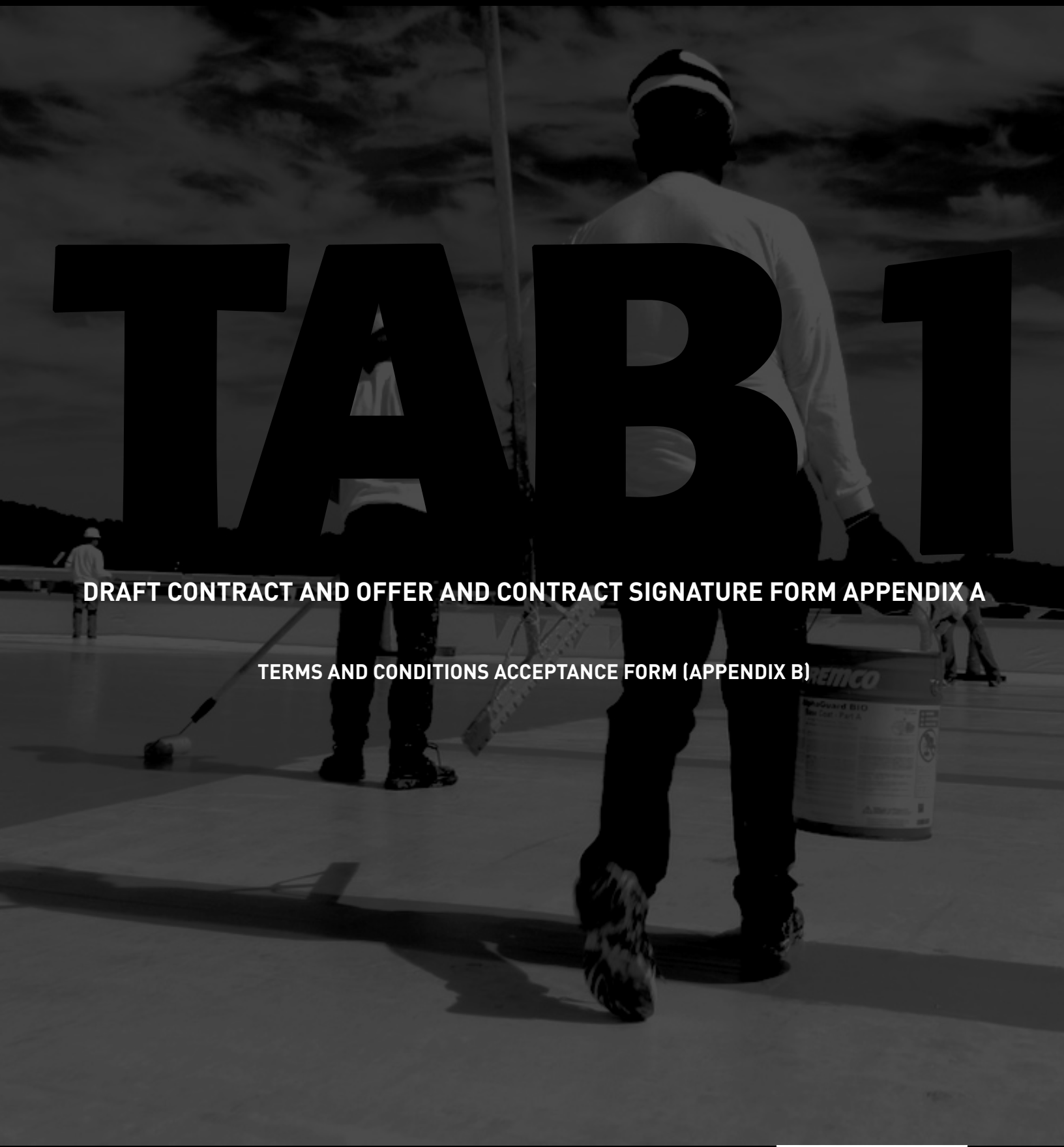
TAB 2 PRODUCTS/PRICING TAB AND PRICING COEFFICIENTS (Includes answers to section 2. a) **17**

TAB 3 PERFORMANCE CAPABILITY (Includes answers to section 2. b) **22**

TAB 4 QUALIFICATIONS AND EXPERIENCE (Includes answers to section 2. c) **137**

TAB 5 ADDITIONAL REQUIRED DOCUMENTS (APPENDIX C) (Includes answers to section 2. d) **166**

TAB 6 VALUE ADDED SERVICES **173**



TAB 1

DRAFT CONTRACT AND OFFER AND CONTRACT SIGNATURE FORM APPENDIX A

TERMS AND CONDITIONS ACCEPTANCE FORM (APPENDIX B)

APPENDIX A

DRAFT CONTRACT

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

RECITALS

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

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

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

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

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

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

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

   The anticipated full term of the contract is five (5) years. The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years.

Any job orders, project agreements or maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period.

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

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

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

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

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

1290

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a

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

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

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

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name	Weatherproofing Technologies Inc.
Address	3735 Green Rd.
City/State/Zip	Beachwood, OH 44122
Telephone No.	(216) 292-5064
Email Address	JKMilliken@tremcoinc.com
Printed Name	JK Milliken
Title	President
Authorized signature	JK Milliken/ss

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

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

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

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
APPENDIX A Page 44 Exhibit A PDF Page 60	Adding Authorized Distributors/Dealers	The National Cooperative Contractor Network roster lists the individual pre-qualified and In-Network contractors that are independently owned and part of this RFP response. This roster will be updated as new contractors enter the program who demonstrate competency in the stipulated criteria and that agree to the terms and conditions contained in this RFP. Contractors accepted in the Contractor Network Program will be sent to Region 4 ESC for approval prior to performing work for OMNIA Members. Under the Contractor Network Method of Delivery, which is included in our response, the awarded In-Network contractor is the prime. With this being said, all POs, invoices, payments, etc. will occur directly between the In-Network Contractor and the Participating Agency directly.	Accepted
APPENDIX A Page 43, 46	Term of agreement Survival Clause	Proposals submitted to OMNIA Members prior to expiration of termination of the contract that leads to the issuance of a purchase order will survive the term of the agreement.	Accepted

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
APPENDIX D Exhibit A PDF Page 60	1.1 Requirements	The RFP language states: All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually Under WTI's Contractor Network Method of Delivery, all transactions, purchase orders, invoices, payments etc., will occur directly between the In-Network Contractor and each Participating Public Agency individually.	Accepted
APPENDIX D Exhibit A PDF Page 62, 68	1.2 Marketing, Sales and Administrative Support 3.3 Marketing and Sales	The RFP language states: Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. While many public agencies value our OMNIA contracts there are many factors that go into securing a sale including how a public agency would like to procure our solutions, agency-specific contract preferences, agency procurement policy, and administrative and legislative procurement policy. WTI will aggressively promote this contract with the intent of producing sales under this contract; however, due to the speculative and unique nature of the services we provide, we do not have the ability to guarantee sales.	OMNIA Partners
APPENDIX D Exhibit A PDF Page 63, 64	1.5 Objectives of Cooperative Program 2.1 Corporate Commitment 2.3 Sales Commitment	The RFP language states: Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide Tremco corporate is committed to aggressively marketing the OMNIA contract to the public sector based on public agency contract preference and agency procurement policies, and administrative and legislative procurement policies.	OMNIA Partners
APPENDIX D Exhibit A PDF Page 64, 67	2.2 Pricing Commitment 3.3 Marketing and Sales	WTI will provide pricing which is comparable to other valued public sector customers or what is referred to in the marketplace as market competitive pricing. Given the many variances and unique conditions presented on each project, a lowest pricing or best government pricing is not reasonably achievable and we believe is more suited to commodity purchases that are very different from the unique solutions we provide given the many variances and site-specific conditions presented on each project. WTI is committed to offering and providing the best value at the best site-specific pricing available to every OMNIA Member.	OMNIA Partners
APPENDIX D Exhibit A PDF Page 69	3.3 Marketing and Sales	The RFP language states: The following options are available when responding to a solicitation for Products covered under the Master Agreement. There are many factors that go into how a public agency would like to procure our solutions which include traditional bidding of products and services. WTI will, if electing to respond to such solicitations, respond as we do in our normal course of our traditional business outside of our OMNIA contracts.	OMNIA Partners
APPENDIX A Page 46	Delivery	All deliveries shall be freight prepaid and freight pricing will be provided on each proposal.	Accepted

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
EXHIBIT F Page 90	Buy American Requirement	Tremco has maintained its headquarters in the greater Cleveland area since 1928. The vast majority of our roofing products are manufactured in our Cleveland-based roofing plant, although some products are manufactured at our Canadian plant or purchased for resale. We believe we are in an excellent position to fulfill the requirements of Buy American, however, note that deviations may be necessary depending upon the scope and product or system requirements of a particular project or OMNIA Member request.	Supplier will confirm on a case by case basis as required by Participating Public Agency.
Solicitation 23-04	Participating Agencies/ Members referenced throughout Solicitation 23-04	We request Region 4 ESC include other entities contracted to conduct business on behalf of a Participating Agency/Member, provided they follow the Participating Agency/Member's state and local procurement regulations and have authorization by the Participating Public Agency to utilize Region 4 ESC's Roofing Products, Services and Job-Order Contracting Services contract on behalf of Participating Public Agency. The reason we are requesting the inclusion of "other entities" as some public agencies prefer to contract out, or outsource, the oversight of their facilities and/or roofing and building envelope-related projects to third parties such as energy service companies (ESCOs), solar integrators, general contractors, and property-management companies. Adding the ability of these contracted parties to utilize the contract on a Participating Public Agency's behalf will result in the Participating Public Agency still obtaining the benefits of procuring roofing and building envelope solutions, and all value add under this contract.	Accepted
EXHIBT B Page 74	Terms & Conditions	The RFP language states: 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, along with an electronic copy to the email addresses listed below. WTI proposes that digital means of communication be accepted except for legal notices.	OMNIA Partners
RFP Page 42	Proposed Pricing Coefficient (s)	The RFP language states: Please provide Coefficients for products and services not listed in the provided line items for states that you are proposing to do work in. WTI has provided coefficients with the RS Means Construction Cost Index Catalog for all product and service offerings in all markets.	Accepted
APPENDIX D EHIBIT A Page 68	3.3 Marketing and Sales	The RFP language states: Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. WTI is unable to provide the list of top ten public agency customers as this information is privileged and confidential and we do not have permission from our customers to divulge it.	OMNIA Partners
RFP Page 40	Pricing tab	The line item descriptor was incorrect on Line Item 50 under Roof Services. It states: Special Rental Equipment (Priced based on 9.11.2 above) We corrected the verbiage to point to the right line item referenced: Special Rental Equipment (Based on RS Means line 48d)	Accepted



TAB 2

PRODUCTS/PRICING TAB AND PRICING COEFFICIENTS

INCLUDES ANSWERS TO SECTION 2.a

PRODUCTS/PRICING TAB AND PRICING COEFFICIENTS

i. Discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum the Awarded Offeror must hold the proposed price list firm for the first 12 months after the contract award. Offerors may elect to limit their proposals to any category or categories. Services such as installation, delivery, technical support, training, and other services must be priced or listed as free in order to be offered on the contract. Unlisted services will not be accepted.

WTI is offering our full line of products and services under this contract. Tremco's current price book is offered with a [redacted] discount. This [redacted] discount will remain firm throughout an awarded contract. However, depending on market conditions as we have seen over the last several years with unexpected supply chain and labor issues, this pricing may need to be adjusted periodically. Any change in pricing will be supported by economic price adjustment justification. WTI is also offering full turnkey solutions with pricing provided in the line-item pricing format along with additional value-added line items and individual state coefficients. In addition, pricing will be supplemented by the most current on line RS Means Construction Cost Data utilizing the coefficient for each state. The proposed coefficients will remain the same for the first 12 months of the contract.

WTI is proposing for all states a discount coefficient for standard hours of [redacted] and for non-standard hours a positive coefficient of [redacted]. The markup percentage on non-pre-priced items is [redacted].

ii. Offerors shall complete and provide pricing and pricing coefficients in the Pricing Tab attached herein.

WTI has completed the line-item pricing and provided a coefficient for each state beginning on the following pages. The proposed coefficients will remain the same for the first 12 months of the contract.

Full copies of the following pricing is available to OMNIA Members upon request.

- Line-item Pricing, including Value-Add Line Items and State Multipliers
- Coefficients with the RS Means Construction Cost Index Catalog for all deliverables and in all markets
- Tremco Material Price Book



TREMCO™

Roofing & Building Maintenance

U.S. Roofing

OMNIA Price List

Dated: November 1, 2023

Discount Information

Manufacturer	Type of Products	Discount off MSRP	Shipping	Warranty Period**
Tremco	All Tremco Materials * Excluding Materials listed below			
	Metal *			
	Insulation *			
	Fastener*			
	Vegetative Roofing *			
	Specialty Aggregate *			
	Safety Systems *			

** Additional warranties over 20 years available

http://tremcoroofing.com/products/product-technical-documents/

Tremco Incorporated - All Rights Reserved

iii. Is pricing available for all products and services?

Yes. Tremco's material price book, the completed line-item pricing and the ability to use RS Means will be used to produce pricing for all roofing, building envelope and JOC projects.

iv. Provide pricing for warranties on all products and services.

Projects performed under the contract, will all receive WTI's standard two-year installation/labor warranty, exceeding the minimum standard one-year labor warranty, with the exception of Stonhard projects which will receive the standard one-year warranty. Standard warranties are included in the cost for each project. In addition, we offer a wide range of additional warranties, samples of which are included in Tab 6—Value Add. Pricing for any additional or optional warranties will be on based on the products and services selected for each specific project and will be provided upon request utilizing the RS Means Construction Cost Data.

v. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large projects, single ship to location, growth, annual spend, guaranteed quantity, etc.

WTI is committed to offering and providing the best value at the best site-specific pricing based on any economic benefits obtainable per each site-specific project. Based on this, pricing may be lower than submitted under this contract.

vi. Describe how customers verify they are receiving Contract pricing.

All pricing will be based upon the design and complexity of the individual project scope. The practices used to develop the pricing will be consistently applied for each project and fully transparent to OMNIA members.

WTI will utilize product pricing and line item pricing approved and in effect under the contract at the time of proposal creation. The customer can verify this directly with WTI or contact OMNIA for verification. RS Means pricing will utilize the most recent online version of RS Means Construction Cost Data (including any city cost index adjustments) utilizing the coefficients submitted with this response. All RS Means proposals or line-item proposal containing RS Means, will be provided in the output format available by the online version of RS Means which details the items used to perform the required scope of work.

vii. Describe payment methods offered.

The method of payments that WTI accepts are credit cards, ACH, or check.

viii. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

[redacted]

Our [redacted] discount on material only orders will remain constant throughout the term of the contract.

ix. Describe how future product introductions will be priced and align with Contract pricing proposed.

All new product introductions will align with Tremco's pricing policies and will match the discount structure as submitted herein. In addition, WTI will also use the current online RS Means Construction Cost Data if necessary to price new products and service offerings. In the rare event that a product is not covered by RS Means, source pricing will be requested from the vendor and the non-pre-priced item mark-up will be applied.

x. Quality Assurance/Quality Control Program - Offeror shall submit a QA/QC plan within with their submittal. This plan shall detail the day-to-day surveillance of work and provide documentation of deficiencies and corrective actions. It should note subcontractor compliance issues and trend analysis and how inspectors will interface and work with both the subcontractors and the Participating Public Agency's staff.

WTI's full Quality Control Management Program is available to OMNIA members upon request.



wti

Quality Management/ Control Program

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xi. Provide any additional information relevant to this section.

Special Offers/Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

WTI will offer special offers/promotions if available.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

WTI confirms that our pricing is submitted as not to exceed pricing. The pricing submitted is the guaranteed maximum pricing. Given the many variances and unique conditions presented on each project, WTI is committed to offering and providing the best value at the best site-specific pricing based on any economic benefits obtainable per each site-specific project. Based on this, pricing may be lower than submitted under this contract.

Federal Funding Pricing. Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

WTI has extensive experience performing on federally funded projects while complying with federal requirements, including FEMA Special Conditions. Our proposed pricing does not include cost plus, a percentage of cost, or pricing based on time and materials for federally funded projects. All pricing is based on the pricing submitted under this contract as well as RS Means Construction Cost Data.



TAB 3

PERFORMANCE CAPABILITY

OMNIA PARTNERS DOCUMENTS

INCLUDES ANSWERS TO SECTION 2.b

i. **Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.**

WTI's detailed response to question i. is outlined throughout this section. Regarding volume tracking and reporting, WTI currently tracks all OMNIA projects per contract and will continue to do so in the same manner if awarded a new contract. WTI will provide OMNIA with a separate electronic accounting report for this contract monthly in the format prescribed by OMNIA in the "Contract Sales Report" by the 10th of the following month.

APPENDIX D, EXHIBIT A, SECTION 3.1

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

NEARLY A CENTURY OF SERVICE

Weatherproofing Technologies, Inc. (WTI), established in 1962, along with its affiliated company, Tremco, established in 1928, offers a comprehensive inventory of roofing assessment, leak prevention, building envelope services and products, and general contracting (GC) services. WTI and Tremco, part of Tremco Construction Products Group has annual sales of over [redacted] owns and operates [redacted] manufacturing plants with over [redacted] employees worldwide. Our parent company, RPM International, a Fortune 500 company and a world leader in specialty coatings serves both industrial and consumer markets. RPM, founded in 1947, owns over two dozen operating companies manufacturing popular brand products such as Rust-Oleum®, Carboline®, DAP®, Dryvit®, and Zinsser®. RPM International maintains more than 11,000 employees worldwide, generating over $7 billion in annual sales.



PERFORMANCE CAPABILITY

WTI and Tremco represents one of the largest organizations in the building envelope industry with nearly [redacted] field advisors, [redacted] technical personnel, and more than [redacted] certified subcontractors. Domestically, these resources combine to provide industry leading products and services to customers throughout the United States and Canada. WTI and Tremco personnel are amongst the most highly trained and experienced in the nation.

ISO 9001:2015 & 14001:2015 CERTIFIED

WTI, along with its affiliated company Tremco, is ISO 9001:2015 and 14001:2015 certified and was the first building envelope service company in the industry to attain this quality certification. ISO certification helps to continually improve our systems and approach to building envelope concerns and is the standard to which we have committed for our customers.

Specific and Relevant Experience Overview

WTI has an outstanding history of performing on cooperative contracts and JOC projects. We understand the intricacies of managing multiple, simultaneous projects as evidenced by our typical schedule of performing up to [redacted] projects concurrently throughout the United States. In the past five years alone, we have managed anywhere from [redacted] to [redacted] subcontractors throughout the performance of simultaneous projects on many JOC-type contracts. Many of our JOC-type contracts span the entire US, giving us additional experience coordinating large, complex contracts with various end-users.

To that end, we maintain a staff of customer service and marketing professionals who have the experience and relationships to educate participating agencies on the advantages of this contract. We have the knowledge, technical expertise, and personnel necessary to complete simultaneous projects throughout the United States.

Additionally, we offer relevant experience and extensive knowledge on Region 4 ESC contracts, benefiting OMNIA members with competitive pricing, reduced response times, familiarity with local building codes and regulations,



PERFORMANCE CAPABILITY

and familiarity with many current OMNIA members. Further, we have the depth and breadth of resources necessary to effectively market and perform projects for school districts, colleges, universities, cities, counties, and other government entities anywhere in the U.S.

WTI's resources ensure that OMNIA members have the flexibility to select the services that meet their project needs with the assurance that all our products and services are of highest quality and competitively priced. OMNIA members can also be assured, since Tremco is the manufacturer we have the ability to meet OMNIA members required project deadlines. Our experience and resources allow us to be very adept at working around and through any supply chain issues that may crop up through the course of the contract.

WTI has a unique familiarity working with Region 4 ESC that demonstrates our overall ability to provide on-time, quality projects. To date, we have successfully been awarded and/or performed ten contracts for Region 4 ESC. We will capitalize on our experience, resources, and relationships to provide Region 4 ESC and OMNIA members with the same superior level of products and services expected from WTI during the past 18 years.

WTI has a long history of work experience with local architects and engineers who have experience working with participating public agencies, and also understand the expectations and deliverables required of this type of contract. We will always encourage and work with our customers and their existing vendors whenever possible to help continue and grow those local relationships.

Throughout the past 18 years, we have performed a significant amount of work, more than $369 million from 2017-2023 alone, on over 800 projects for Region 4 ESC while estimating with the stipulated cost index guide. WTI is committed to taking a proactive approach to ensure superior performance throughout this contract as we strive to provide the best possible products and services to meet or exceed our clients' expectations.



B. Total number and location of salespersons employed by Supplier.

WTI, along with our affiliate company, Tremco, has more than 700 sales representatives, support specialists and business-development personnel throughout our organization. These individuals are trained and provide services nationwide to meet the needs of our customer base.

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

WTI has sales personnel and offices located throughout the nation capable of supporting this contract. The location and key contacts for each of these offices are provided below. Additionally, WTI's centrally-located headquarters in Beachwood, Ohio will support this contract along with site offices located nationwide.

Corporate Office

Beachwood, OH 216-766-5623 jkrivos@tremcoinc.com

Eastern Division Office

Flemington, NJ 800-628-7501 kperez@tremcoinc.com

Western Division Office

Vernon, CA 908-619-7891 kperez@treomcoinc.com

D. Annual sales for the three previous fiscal years.

2021	[redacted]
2022	
2023	

a. Submit FEIN and Dunn & Bradstreet report.

340930570

A full copy of WTI's Dunn & Bradsheet report is available to OMNIA members upon request.



E. Describe any green or environmental initiatives or policies.

DRIVING LASTING CUSTOMER VALUE AND PROMOTING SUSTAINABILITY

Building a Better World means committing to continuous improvement and investing in safer, greener products and processes that benefit our customers, end users and the environment.

Our parent company, RPM, as a global company has set the standard for our commitment to creating lasting value for customers through innovative solutions, while thoughtfully adopting sustainable approaches in the utilization of human and natural resources. Our sustainability commitment springs from our core values and is comprised of a inward focus on our internal footprint and an outward look on our handprint—the actual impact of our products, services, and processes have on our environment.

WTI and Tremco is very proud of our many products, services, and processes that drive sustainability for our customers by helping them to reduce their environmental impact. As we look to shape the future responsibly, we are always integrating new concepts, rethinking business models, and collaborating with leading edge partners to continually improve our products and services.

Transforming the World One Roof at a Time

WTI and Tremco have been partnering with many companies to help them achieve their conservation and sustainability goals through green living roofs. Our goal, to transform the world into a greener place one roof at a time. But green roofs are more than just an environmental benefit. They also provide beautiful and restful places that employees and customers can enjoy to help lower stress levels and provide a better quality of workplace and shopping experience.

In these trying times, that don't seem to be going away, this will become more and more of a factor in hiring quality employees and attracting customers.



PERFORMANCE CAPABILITY

Tremco CPG Corporate Headquarters Case Study



PRESS THE ABOVE HYPERLINK TO GO OUR CORPORATE HEADQUARTERS CASE STUDY

A few years ago we decided to lead by example and completely renovated our corporate headquarters. Like most circa 1970s buildings our headquarters was significantly under-performing and energy inefficient. Through an extensive renovation we transformed it into a sustainable showcase. To read the case study press the hyperlink.

Concern for the environment is a key component to WTI's operating philosophy. Our experienced staff is specially trained in identifying and preventing problems before the start of any project. In addition to our other environmental protection practices, we have actively reduced emissions and controlling waste on our job sites.

We are committed to staying at the forefront of the roofing and building envelope industry through sustainable building, green products, and quality business practices. WTI will deliver added value to participating OMNIA members by working hand-in-hand with them to provide environmentally preferred product and service options within their budgets and schedules.

WTI's philosophy on sustainability starts from the top level of our organization and filters down into everything we do. With corporate focus committed to responsible environmental practices, we strive to incorporate environmentally friendly solutions in our business practices as well as products and construction approaches. Collaborative leadership efforts are driven by our President, J.K. Milliken, who promotes sustainability.

Construction Best Practices

WTI and our subcontractors will abide by the following construction best practices on all projects awarded by OMNIA members.



Tremco Corporate Headquarters Roof

- On-site sorting of materials
- Recycling of non-hazardous material
- Chain-of-custody documentation for off-site recycling
- Reusing materials as applicable
- Verifying that materials are certified for LEED credit on LEED projects

Sustainable Features

Following is a sample of the services and products WTI offers related to sustainable renovations. We will offer OMNIA members the ability to implement these sustainability options for awards under this contract.

Sustainable systems

- Restoration of roofs whenever possible instead of replacement preventing tons of debris going to landfills.
- Vegetated roofs featuring local plants. Low-impact lighting and a water-capture system integrated with the roof, as well as a pathway of recycled materials. Signs describe the roof's features and provide information about the plant palette.
- The ENERGY STAR® qualified Rock-It™ roof-surfacing system, composed of white gravel set in a white adhesive.
- A white, reflective, single-ply system installed beneath a rooftop PV system for roof restorations.
- A thin-film rooftop PV system is used to generate electricity for the building for roof restorations.
- Dryvit Outsulation exterior wall systems. Dryvit wall systems provide energy-efficient, insulated façades that are applied directly to the existing wall surface, eliminating the time and potential waste of removing the façade.
- High-performance, double pane, tinted windows exceeded minimum energy standards. Tremco sealants and gaskets, as well as Tremco's Proglaze® ETA (Engineered Transition Assembly) for an airtight transition from window to the wall.
- New sidewalks with decorative concrete from Increte Systems can be supported by gravel from an existing roof.
- Solar panels for decreased carbon footprint and reduced energy bills.



- HVAC restoration through WTI/PureAir. Heating and cooling represent one of the largest operating expenses as well as one of the largest environmental impacting building systems. Replacing can be extremely cost prohibitive and force a building owner to not address current problems. WTI/PureAir provides an alternative solution that allows the building owner to address current HVAC issues and bring their building into a much better environmentally friendly position.

Additional examples of our commitment to sustainable practices are summarized below.

- Sponsor of Green Roofs and Walls of the World Virtual Summit
- Participation at the USGBC Greenbuild International Conference and Expo
- Donation of sustainable building materials for the University of Maryland's 1st place performance in the Department of Energy's Solar Decathlon 2011
- Crain's Emerald Award Honoree for high-performance building renovation and commitment to sustainability

Solar—Renewable Energy With Financial and Environmental Paybacks

In addition to the environmental benefits associated with renewable energy, there are often financial incentives for installing solar panel/photovoltaic (PV) systems, which may include rebates from the local power provider, as well as state and federal tax credits. We understand the technical, environmental, and financial aspects of a solar installation and can guide you through the process from project inception to completion. Photovoltaic systems are easily adaptable to existing or new structures. WTI can ensure the roofing is constructed to accommodate the many different types of support stations for solar panels today. Solar solutions will be priced utilizing the most current online edition of the Construction Cost Data as well as the Facilities Maintenance & Repair Costs Catalog and Commercial Construction & Renovation Costs Catalog.



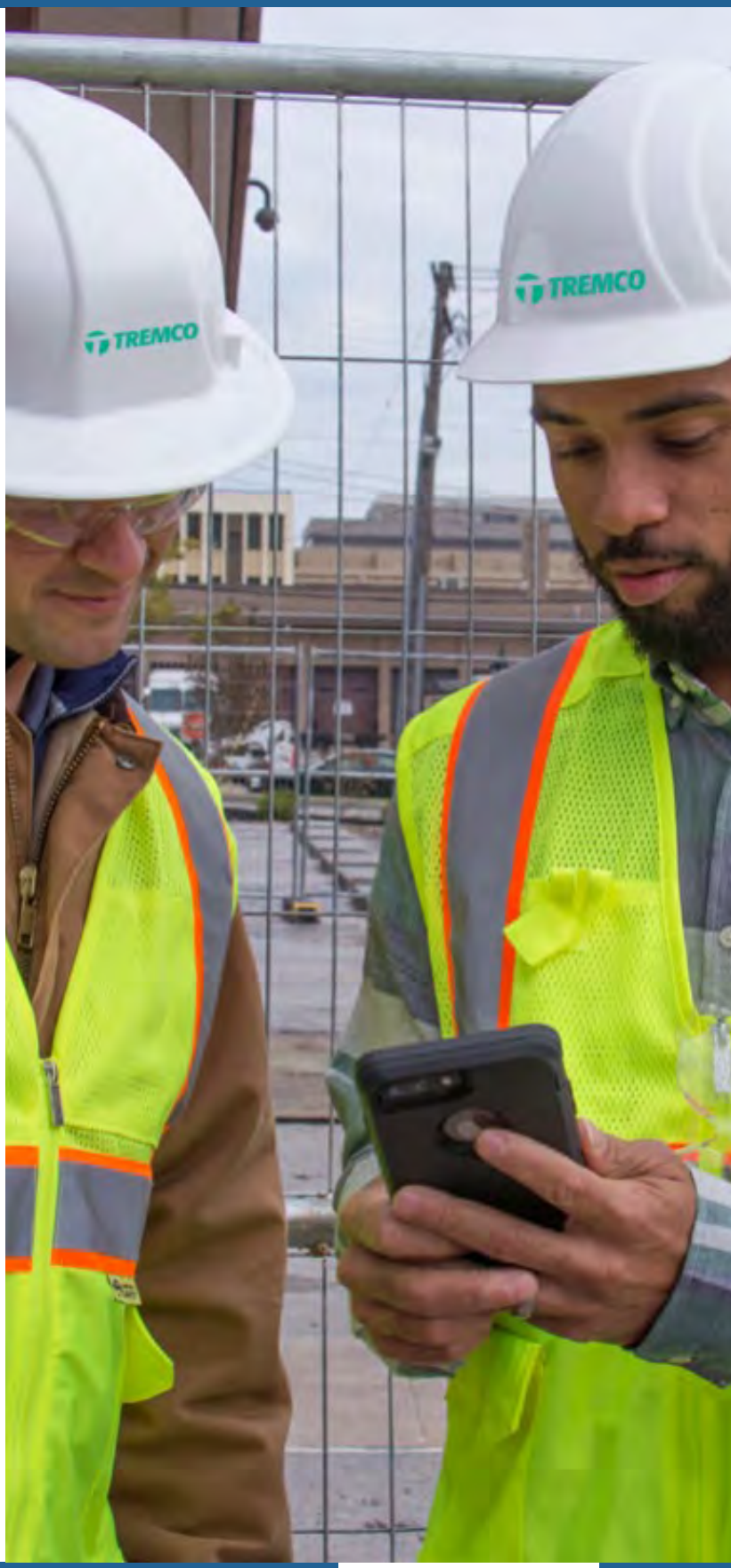
F. Describe any diversity programs or partners supplier does business with and how

Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

WTI focuses on developing contractor relationships in public and commercial sectors through fulfillment of economic inclusion mandates with highly skilled certificated contractors. These target specialty contractor opportunities include Minority, Small, Veteran, and Women owned Business Certifications of roofers, masons, architects, general contractors and heating, ventilation and air conditioning (HVAC) as well as High Performance Building System (HPBS) engineering firms.

WTI has a successfully participated in Mentor-Protégé Programs with both the General Services Administration (GSA) and Veterans Administration and continually identify additional opportunities to team with qualified contractors. Our commitment to excellence includes a contractor training program which provides cutting-edge product, service and safety education continuously throughout the year. We are committed to supporting national economic development goals and local economies.

We have an active certified contractor pool that varies in breadth of capabilities. WTI sponsors and participates in outreach events and construction advisory panels on contractor inclusion. Among them, Society of American Military Engineers (SAME), National Defense Industrial Association (NDIA), National Veteran Conferences and other roofing/construction/energy industry seminars. We encourage all our project leaders to provide our customers with technical and procurement solutions that satisfy any of their socio-economic initiatives without compromising the quality of performance, products or services.



Rising Stars Program

Tremco Commercial Product Group received $50,000 from the Massachusetts Clean Energy Center as part of their Minority- and Women-Owned Business Enterprises Support Implementation and Planning Grants and Equity Workforce Training Grants. The 25 organization recipients will "not only address the need to grow Massachusetts' clean energy workforce, but they will also prioritize diversity, equity, and inclusion efforts across the full spectrum of economic opportunity, which will yield both an increasingly diverse bench of highly trained new workers and a wider array of thriving minority and women-owned business enterprises to help lead climate-critical work."

Launched in August of 2020, Our Rising Stars Program aims to cultivate a strong, well-rounded workforce in the construction industry through supporting youth in vocational programs, as well as minority- and women-owned businesses. Our programs offer hands-on education with subject matter experts to develop diverse skillsets, increase access to resources, and ultimately drive success for those emerging in the industry.

The Rising Stars Program empowers the next generation of underrepresented youth to find opportunities for sustainable careers in the construction industry. Our program has now expanded to New York and New Jersey, with near future locations in North Carolina, Connecticut, and Nevada.

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

a. Minority Women Business Enterprise

☐ Yes ☑ No

If yes, list certifying agency:



b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☑ No

If yes, list certifying agency:

c. Historically Underutilized Business (HUB)

☐ Yes ☑ No

If yes, list certifying agency:

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☑ No

If yes, list certifying agency:

e. Other recognized diversity certificate holder

☐ Yes ☑ No

If yes, list certifying agency:

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

WTI has over [redacted] certified contractors that we work with throughout the United States that include minority-owned standards. We do not maintain this type of information on our subcontractors. WTI works with public agency minority goals on a project-by-project basis.



I. Describe how supplier differentiates itself from its competitors.

Managing facilities can be complex. Procuring comprehensive, cost effective solutions shouldn't be. Identifying the problem and defining the technical solution only solves part of the problem. Members want and need to procure cost effective, comprehensive building envelope solutions without sacrificing quality, performance, or transparency. With decades of experience, WTI understands the unique procurement challenges of public entities charged with meeting not only budget and quality goals, but also state-specific transparency requirements. That's why we offer OMNIA members our comprehensive roofing and building envelope solutions offering. The Tremco Construction Products Group companies together form the industry's only provider of comprehensive systems and services for all six sides of the building enclosure. WTI's whole building approach through the Power of One can provide weatherproofing peace of mind delivered under one warranty. With proven roofing and building envelope capabilities across the country, WTI is uniquely qualified to meet the needs of public market facility managers and business managers charged with improving both building performance and return-on-investment. Among our differentiators are the following.

1	WTI and Tremco have a history of performance with Region 4 ESC. We have to date been awarded ten Region 4 ESC contracts. As a result, we offer Region 4 ESC and OMNIA members refined roofing project policies and procedures along with the ability to simultaneously deliver multiple projects. Our established relationships with Region 4 ESC and participating OMNIA members are evident in a track record of more than [redacted] in products and services to date. The selection of WTI for the Roofing Products, Services and Job-Order-Contracting Services contract will eliminate a learning curve and continue to expand existing relationships with participating Public Agencies.
2	WTI offers exceptional technical expertise, with a track record of over [redacted] of roofing, building envelope, weatherization and rooftop safety system installations for public customers.
3	WTI provides turnkey solutions, from world-class roofing and building envelope diagnostics through comprehensive roof management programs from a single source.
4	All facets of discovery, programming, design, construction and commissioning.
5	Proven and experienced contractors and subcontractors.
6	Guaranteed maximum pricing to eliminate surprises.
7	Performance-based quality construction services.

8	WTI is organized to deliver outstanding service. With more than [redacted] technical personnel deployed across the country, we can effectively manage thousands of roofing and facility projects simultaneously. More than [redacted] construction managers supervise technical staff, along with program managers who ensure contract compliance, consistency, on-time delivery and outstanding customer service. Together, WTI's management team oversees diagnostics, maintenance, repairs, construction, leak response and our OLI® (on-line information system) data department.
9	WTI offers Region 4 ESC and OMNIA Partners and its members world-class experience. We are currently implementing large roof asset management programs throughout the US, Canada, Europe and Asia, with more than [redacted] square feet (SF) of roofing managed with our OLI® system software. Additionally, more than [redacted] SF of roofing falls under the protection of our Tremco ManagedAssets™ (TMA) program, which includes maintenance during the roofs' annual or bi-annual inspections.
10	WTI's three-level service offering allows OMNIA members the opportunity to select the level of service that best meets their needs while capitalizing on the preferential pricing of a nationwide contract. Whether selecting our flagship, turn-key general contracting solution, or our National Cooperative Contractor Network for direct access to qualifying local contractors, or purchasing materials only, participating agencies receive superior products and service.
11	WTI has extensive experience managing regional and national roofing and building envelope contracts within the public sector. We have completed or are currently performing on many JOC type contracts. Further, WTI has proven experience simultaneously managing multiple contracts with multiple subcontractors. Our experience with JOC type contracts and roofing projects is directly transferable to OMNIA members in the form of established policies and procedures based upon our past relationship with OMNIA Partners and its members as well as other cooperative contracts we have.
12	WTI has a [redacted] aggregate bonding capacity.
13	WTI and Tremco both hold a UL ISO 9001:2015 certification demonstrating the implementation of Quality Management Systems.
14	WTI offers one of the most comprehensive warranty packages in the roofing industry. We offer many types of warranties that fit the needs of any project. We also offer long-term warranties on roof restoration projects. Each of our warranties covers installation, details, flashing, materials, workmanship, inspection and preventative maintenance is also an available option.
15	WTI works collaboratively with contractors to ensure the installation meets expectations for quality, safety and efficiency while utilizing best-in-class contractors who have the ability and financial stability to deliver exceptional projects. WTI offers extensive training courses to its certified contractors.

16	Tremco is a leading manufacturer of quality roofing and weatherproofing products with a comprehensive product line covering every roofing environment. Tremco demonstrates a commitment to Research and Development (R&D) and offers a proven history of industry-leading product innovation to solve our customers' biggest problems. For instance, Tremco Roofing's portfolio of unique roof restoration solutions is so comprehensive they provide exceptional value to public customers an alternative sustainable solution to costly roofing replacement.
17	Tremco coast-to-coast sales organization is among the industry's most experienced and highly trained. With more than [redacted] sales personnel across the country, Tremco has been meeting the needs of public market customers since 1928. Today's sales personnel have deep relationships within the public market, which may shorten OMNIA's/Region 4 ESC's new business development sales cycle.
18	As a member of the RPM family of companies, WTI and Tremco provide customers with access to leading, world-class building products, extensive technical expertise and the financial stability of an industry leader. RPM owns more than 50 operating companies that are world leaders in specialty coatings serving both industrial and consumer markets. Among its products are such popular brand names as Carboline®, DAP®, Dryvit®, Rust-Oleum® and Zinsser®. RPM has been in business for 75 years and has more than 14,000 employees worldwide, generating more than $7 billion in sales annually.
19	Safety is job one with WTI and Tremco. Every one of our roofing and building-envelope projects, no matter how large or how small, begins with a thorough understanding of potential job-site hazards, safe work procedures, product characteristics, equipment operation, conditions and specific customer requirements. These are submitted to the owner through a WTI site-specific Safety Plan.
20	WTI and Tremco utilize the Arizona State University Performance Based Studies Research Group for the independent data collection on its products, services, representatives and our customers' overall service experience. Survey results from the past six years, representing [redacted] SF of roofing products and services, show an overall customer satisfaction of 9.1 out of 10. Additionally, our customers awarded a 9.5 out of 10 in satisfaction of their Tremco representative and 9.3 out of 10 in satisfaction of the roofing system. WTI and Tremco are proud of these results and use them to understand what we are doing right, so we can continue to deliver on our strengths. We also use our customer satisfaction results to highlight opportunities to drive continuous improvement in our products, systems delivery and service quality. We aim to maintain our high level of customer satisfaction and loyalty, as the primary focus of every project.

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

Weatherproofing Technologies, Inc. (WTI) is a nationwide provider of roofing, building envelope and other construction services. In this role, WTI is sometimes involved in litigation matters, but no pending or anticipated litigation is any way material from a financial standpoint either as to potential liability or requested remedies. No pending litigation, nor any that we anticipate at this time, will in any way interfere with our ability to complete any project in accordance with contractual requirements. In further response, over the last five years, WTI has no litigation resulting in a judgment against the company.

K. Felony Conviction Notice: Indicate if the supplier

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

WTI is not a publicly held corporation but is a subsidiary of RPM International Inc., a publicly held Fortune 500 corporation

b. is not owned or operated by anyone who has been convicted of a felony; or

No officers of WTI have ever been convicted of a felony

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

N/A

L. Describe any debarment or suspension actions taken against supplier

No debarment or suspension actions have been taken against WTI.

APPENDIX D, EXHIBIT A, SECTION 3.2

A. Describe the full Line of Products and Services Offered by Supplier

Range of Products and Services Offered

WTI provides an extensive range of Tremco CPG roofing and building envelope solutions for all six sides of a building. In fact, we are the only company to offer high-performance total enclosure solutions for all six sides of a building in the marketplace today as well as the services associated with implementing project solutions.

- Water Resistant Roofing
- Roofing and Roof Restoration Systems
- Outsulation Facade Systems
- HVAC Systems Restoration
- Seamless Flooring Solutions
- Roof Tiles and Shingles*

- Masonry*
- Metal Work*
- Standing Seam Metal Roof System*
- Air Barrier Solutions
- Safety Solutions
- Roof Repair and Maintenance Services
- Asset Management
- General Contracting
- Patch and Repair
- Roof Inspections/Diagnostics/Analysis
- Warranties
- Roof Maintenance (QA Premium) customized to meet specific system needs

*WTI offers these services with products provided by other manufacturers.

Architecture and Engineering (A/E) Partners

To ensure the overall success of the contract, WTI will also utilize the services of two highly qualified firms, O&S Associates (O&S). Note: In compliance with state rules and regulations, we are not offering A/E services in the State of Texas or in any other state where they are prohibited.

O&S

Superb architectural and engineering building-systems services including the following.

- Structural analysis and design
- Architectural design
- Mechanical/electrical engineering
- Lighting and security design
- Parking consulting
- Restoration engineering
- Feasibility studies
- Cost estimating
- Design-build projects

O&S also provides a wide scope of renovation consulting services including exterior facade rehabilitation, exterior building plazas, roofing replacement, structural modifications and others. Their firm employs a "Five-Steps to Project Success" process to manage their design requirements. This process begins with condition assessment and concludes with construction administration and closeout documentation. O&S is led by Mr. V.P. Samy, PE, who founded O&S in 1996. Under his guidance, O&S has successfully performed high-profile and complex projects for visible clients throughout the US.

B. Describe How Supplier Proposes to Distribute the Products/Service Nationwide. Include any States Where Products and Services will not be Offered Under the Master Agreement, Including U.S. Territories and Outlying Areas.

As an affiliate company of Tremco, WTI provides national services to all states. WTI has staff and contractor partners located in all states and will provide products and services to all U.S. territories and outlying areas under the Master Agreement. In addition, WTI is a licensed contractor in all states and U.S. territories where required.

C. Describe How Participating Agencies Ensure 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.

All estimates/proposals will be based on the approved product and line item pricing in effect and the most current online RS Means Pricing Construction Cost Index (including any cost index adjustments) utilizing the discount coefficients submitted with this response. All pricing will be based upon the design and scope complexity of each individual projects. The practices used to develop the pricing will be consistently applied for each project and fully transparent to OMNIA members. The pricing, in total, will not exceed the product and line item pricing and/or the current RS Means pricing with the coefficients submitted by WTI. As part of this process, all proposals will be provided in the output format available by the online version of RS Means which details the items used to perform the required scope of work. Participating Agencies can verify this directly with WTI or contact OMNIA for verification. Products will be ordered through Tremco directly. Line-item pricing will be delivered through WTI..

D. Identify all other Companies that will be Involved in Processing, Handling or Shipping the Products/Service to the End User.

In addition to WTI's services, Tremco and affiliated companies will be involved in the processing, handling and/or shipping of products and services to end users.

E. Provide the Number, Size and Location of Supplier's Distribution Facilities, Warehouses and Retail Network as applicable.

Eastern Division Sales Office Tremco 8 Main Street Flemington, New Jersey 08822	Western Division Sales Office Tremco 3060 East 44th Street Vernon, California 90058
Republic Powdered Metals 3735 Green Road Beachwood, Ohio 44122 USA	Roofing & Building Maintenance Division 3361 E. 80th Street Cleveland, Ohio 44127
Tremco 3060 E. 44th Street Vernon, California 90058	Republic Powdered Metals (Manufacturing) P.O. Box 724 Medina, Ohio 44258

Republic Single Ply Systems (Manufacturing) 11016 Granite St. Charlotte, North Carolina 28273	Consolidated Coatings Corp. (Manufacturing) P.O. Box 10 Brunswick, Ohio 44212
Tremco Sealant & Weatherproofing Division (Manufacturing Facility) 1451 Jacobson Avenue Ashland, Ohio 44805	Mameco Mfg. Div. (Sealants) 4475 E. 175th Street Cleveland, Ohio 44128
Paramount Mfg. Div. (Sealants) 2600 Paramount Drive Spearfish, South Dakota 57783	Euclid Chemical Company (Concrete Add-mixtures) 19218 Redwood Rd. Cleveland, Ohio 44110
Euclid Chemical Company Warehouse/Mfg. Facilities: 18900 Cochran Rd. Cleveland, Ohio 44110	Euclid Chemical Company 539 Buffalo Shoals Rd. Statesville, North Carolina 28677
Euclid Chemical Company 5 Joanna Ct. East Brunswick, New Jersey 08816	Euclid Chemical Company 1117 Industrial Dr. Clinton, Mississippi 39056
Tremco CPG—Dryvit Systems 354 South Acacia Street Woodlake, CA 93286	Tremco CPG—Dryvit Systems 4827 Milgen Road Columbus, GA 31907
Tremco CPG—Dryvit Systems 5850 South 116th Street, West Sand Springs, OK 74063	Tremco CPG—Nudura 27 Hooper Road, #10 Barrie, ON L4N9S3
Stonhard 1000 E. Park Ave. Maple Shade, NJ 08052	

APPENDIX D, EXHIBIT A, SECTION 3.3

A. Provide a Detailed Ninety-Day Plan Beginning from Award Date of the Master Agreement Describing the Strategy to Immediately Implement the Master Agreement as Supplier's Primary Go to Market Strategy for Public Agencies to Supplier's Teams Nationwide, to Include, but Not Limited to:

OVERVIEW

In addition to a press release to relevant audiences, marketing the contract award will be a continuation of marketing initiatives already underway as a result of our current OMNIA contracts and past OMNIA/National IPA/TCPN contracts. Because we have invested heavily in promoting our current OMNIA contracts to all public markets, we expect to continue to expand our marketing investment and implement additional tactics.

Based on our history with Region 4 ESC, WTI thoroughly understands how to go to market to promote this contract. As both the manufacturer and service provider of roofing and weatherproofing solutions, WTI and Tremco are uniquely positioned to offer a comprehensive approach to meeting the facility needs of participating agencies. Expanding upon a very successful and established cooperative strategy program, WTI will continue to enhance its marketing presence and sales training capabilities through various marketing efforts as outlined below.

Our initiatives within the first 90 days of the contract award will be continuing our successful and highly targeted marketing program. Our program is intended to generate qualified leads from high-potential public customers. We have the ability to customize marketing to meet local opportunities and which will be developed collaboratively with OMNIA's marketing team. Tactics may include advertising, media relations/publicity, trade shows/conferences, customer educational seminars, roadshows, and personalized direct marketing.



Renovation,
pair & Construction:

Order Contracting (JOC) the
Procurement Solution for You?

MNIA
RTNERS

TREMCO
Roofing & Building Maintenance

Cooperative Co

TRUST IN EXPERIENCE. STRENGTH

PERFORMANCE CAPABILITY

i. Executive Leadership Endorsement and Sponsorship of the Award as the Public Sector Go-To-Market Strategy Within First Ten Days

If awarded, this contract as well as our other OMNIA contracts will have the full support of our executive leadership as an important go-to-market strategy.

ii. Training and Education of Supplier's National Sales Force with Participation from the Supplier's Executive Leadership, Along with the OMNIA Partners, Public Sector Team Within First 90 Days

Developing all WTI and Tremco employees to be as knowledgeable as possible in servicing all customers is of the upmost importance to our Executive Leadership. Educational sessions and information on the contract will be provided within 90 days of award and continued throughout the duration of the contract.

Given our long history of being awarded Region 4 ESC contracts, our sales force is very well versed in the use of OMNIA contracts. This has been demonstrated through the growth of our past and current contracts. We will continue to conduct refresher training as well as training sessions for new sales representatives and personnel within WTI and Tremco. In addition, we will continue to train In-Network Contractors on the use of the contract and provide guidance and marketing support on how to promote the contract to their public customers.

Continuous outreach and training of WTI and Tremco Sales Representatives remains a top priority for our program. In addition to extensive technical training required of all sales representatives, WTI and Tremco also holds national and regional sales meetings which include sessions on the benefits of Cooperative Purchasing and our OMNIA contracts. By working closely with Sales Representatives who have successfully used past OMNIA contracts, we are able to leverage representative success stories to continually expand awareness and appreciation for our OMNIA contracts.



How does the contract work in my state?
The WTI JOC contract available through OMNIA Partners, Public Sector, is a competitively solicited contract by lead agency Region 4 Education Service Center in Houston, Texas. This contract allows contract holders to extend services offered into all states (excluding AZ). Although most state procurement code allows for the use of cooperative contracts, each state code has its own specific language. OMNIA Partners, Public Sector, can provide the du diligence in soliciting and awarding this contract.

Do I need to be a participant of OMNIA Partners, Public Sector to use t JOC contract?
Yes. If not already a participant, public entities are invited to register to particip OMNIA Partners, Public Sector by calling 866.875.3299 or visiting omniapartners.c publicsector. There is no cost to participate.

What are the benefits of the JOC program through OMNIA Partners, Public Sector?

- Saves time and money because the contract has ALREADY been competitively solicited and publicly awarded.
- All prices have been adjusted for your geographic area and are verifiable through RS Means.
- All costs are determined up front before committing funds.
- The contract functions as an extension of your internal team, freeing you to focus on your core business.
- Enables you to more rapidly respond to your internal customers' facility n
- The contract supports local businesses/subcontractors who have been evaluated on compliance, capability and experience.
- You'll enjoy increased value and quality control over all project facets from materials through installation.
- A large variety of roofing systems and warranties are available from a single source.
- You will significantly reduce or virtually eliminate change orders.



Sales Associates Training

Cooperative Contracts is an standing agenda item on WTI and Tremco sales associates training which is conducted at our corporate headquarters. We use this training to educate newly trained representatives on the value of promoting sales through cooperative contracts.

Sales Representatives Training

We continue to provide training to all sales representatives throughout every region to provide updated information and refresh them on the benefits and value of promoting sales through a cooperative contract.

Contractor Network Training

WTI and Tremco has conducted numerous training sessions for strategic contractors who are members of our Contractor Network. These sessions educate our *in-network contractors* on the benefits of marketing our OMNIA contracts to their existing and prospective public market customers. We will continue to offer training as new strategic contractors enter the Contractor Network.

Design Community

WTI and Tremco engage with the design community on a daily basis with the goal of ensuring they have the technical knowledge required to specify our product and service solutions, and how our solutions may serve the needs of their public customers.

WTI and Tremco AIA Accredited Cooperative Presentation

Our focus on training within the design community includes an AIA-accredited seminar on the value of cooperative purchasing. Hundreds of architects across the country are reached through WTI and Tremco's ongoing seminar program.

Additionally, WTI offers AIA CES seminars which are presented by our sales representatives. These seminars are available in a variety of formats to accommodate both large and small groups. We have more than two hundred Technical Field Advisors to conduct trainings throughout the United States. Their qualifications include roofing experience, OMNIA/Region 4 ESC contract experience, expert knowledge of roofing and waterproofing products, and roofing industry standards and practices, as well as training on contract compliance, legal compliance, product attributes, and sustainability. Technical Field Advisors schedule training as necessary and based on requests.

Webinars

We also provide seminars featuring educational topics which include roof asset management, cooperative contract purchasing, indoor air quality, and sustainability. Our goal is to continue to enhance our seminar programs so that we increase customer attendance, as past seminars have generated significant interest.

B. Provide a Detailed Ninety-Day Plan Beginning from Award Date of the Master Agreement Describing the Strategy to Market the Master Agreement to Current Participating Public Agencies, Existing Public Agency Customers of Supplier, as Well as to Prospective Public Agencies Nationwide Immediately Upon Award, to Include, but not Limited to:

With a wide variety of resources at our disposal, we can tailor each of our marketing plans and schedules as needed. Outlined below is our estimated 90-day plan which will continue throughout the duration of the OMNIA contract. The following marketing plan may be adjusted to meet imminent needs and/or strategic deadlines. We will collaborate with OMNIA to assure that the schedule, materials, and platforms meet the contract needs.

i. Creation and Distribution of a Co-Branded Press Release to Trade Publications

The contract award will be announced through co-branded press releases distributed through various social media and trade outlets such as LinkedIn, Twitter, and Facebook. We will also issue an internal announcement to Tremco/WTI personnel communicating the new OMNIA award, the competitive advantage it offers WTI, and how the agreement benefits our Public Sector Agencies.

ii. Announcement, Master Agreement Details and Contact Information Published on the Supplier's Website Within First 90 Days

We will include the addition of this new contract on our WTI/OMNIA landing page at www.tremcoroofing.com announcing the new contract. The OMNIA page will also contain a summary of all awarded contracts and information on the benefits of utilizing an OMNIA contract and a link to OMNIA. In addition, the contract information will be added to Tremco/WTI's dedicated cooperative contract website at www.yourroofexperts.com/omnia-partners/.



iii. Design, publication and distribution of co-branded marketing materials within first 90 days

- Continuation of marketing initiatives already underway as a result of our current OMNIA contracts.
- Continue to develop/modify existing co-branded literature to promote the contract.
- Equip Sales Representatives with the contract announcement and marketing materials to personally distribute to current and prospective customers within the public sector advising them of WTI's and Tremco's full offering available through the contract.

iv. Commitment to Attendance and Participation with OMNIA Partners, Public Sector 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

Trade Show/Conferences/Summits/Etc. Support (throughout the contract).

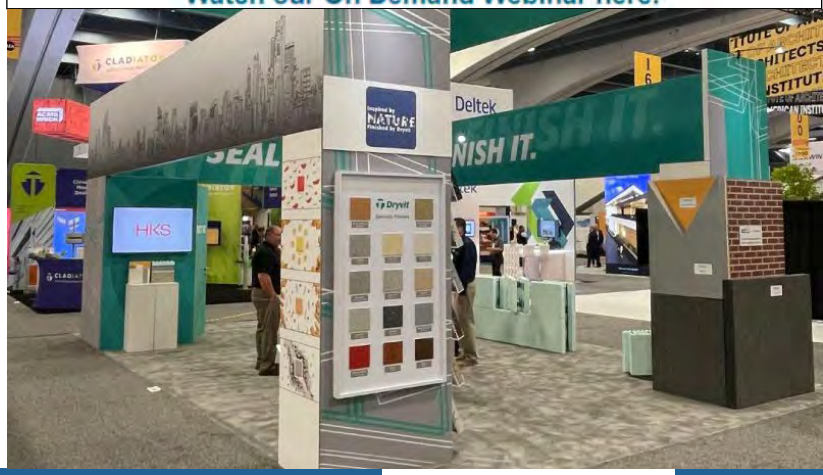
WTI and Tremco participates in a number of national and regional/local trade shows, for example:

- National Institute of Governmental Purchasing (NIGP)
- National Association of Education Procurement (NAEP) and regional events
- National APPA and regional events
- Numerous state and regional events
- OMNIA Regional Summits
- Tremco sponsored regional Education and Training events

Because attendance at these events is critical to building awareness of our OMNIA contracts, we will continue sponsoring events supporting these organizations. In addition, we will continue to pursue speaking engagements at all relevant events to educate attendees on industry best practices and the value of utilizing cooperative contracts in the public market.







PERFORMANCE CAPABILITY

Building upon recent sponsorships, our presentations are customized to meet OMNIA members interest, with a focus on solutions that deliver financial and procurement benefits. We will include product demos as appropriate.

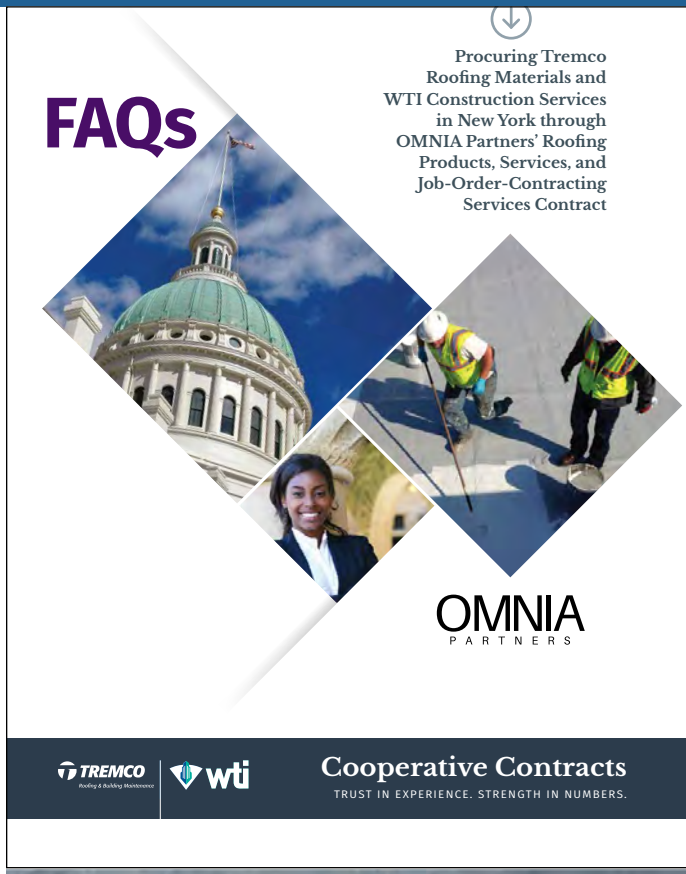
Recent topics have included:

- Achieve Improved and Efficient Facilities While Reducing Capital Outlay
- ROI Asset Management Approach to Drastically Change Roof Funding Priorities and Improve Finances
- Restoration to Extend the Useful Life of Roof Assets
- Facilities Savings Strategies
- ESSER Funding
- Safety and OSHA Compliance
- Financial Benefits to HVAC/Indoor Air Quality Remediation

Participation in OMNIA and supplier specific trade shows, conferences and meetings is an important tactic. Regional trade shows, conferences, and Lunch and Learns are coordinated directly with local sales representatives to ensure our team members that are closest to the customer and market opportunity are engaged. Topics addressed at trade shows and other customer-related engagements are customized to meet local needs and priorities, including those topics of most concern to facility owners. For instance, "Lunch and Learns" feature specific state procurement requirements for contract use, building issues that are typical for the environment, as well as technologies to extend the life of roof assets.

v. Commitment to Attend, Exhibit and Participate at the NIGP Annual Forum in an Area Reserved by OMNIA Partners, Public Sector for Partner Suppliers. Booth Space will be Purchased and Staffed by Supplier. In addition, Supplier Commits to Provide Reasonable Assistance to the Overall Promotion and Marketing Efforts for the NIGP Annual Forum, as Directed by OMNIA Partners, Public Sector

We plan to participate in the NIGP Annual Forum on a yearly basis. Our level of commitment is based on financial resources available to support all initiatives which includes custom





marketing, supporting OMNIA events, Lunch and Learns, and targeted sales representative and Contractor Network training. WTI and Tremco will continue to support outreach efforts such as NIGP as a partner vendor to OMNIA.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

We will strategically advertise in regional trade publications including local association opportunities. This advertising will expand on creative marketing pieces to capture the attention of OMNIA members. Messaging will be consistent and highlight our relationship with OMNIA.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Ongoing Marketing Initiatives (throughout duration of the contract)

Our marketing efforts will continue to focus on the advantages of procuring under the OMNIA contract. This will be accomplished through:

- Promotional campaigns for lead generation
- Case stories demonstrating WTI customer success through the OMNIA contract (as permitted by public customers)
- Promotion of white papers demonstrating WTI's technical and business expertise
- Develop and release presentation materials and webinars for consistent messaging/branding across the sales team

WTI will implement an ongoing integrated campaign for the contract period to generate qualified leads and support our direct sales teams. Our launch strategy will be designed to ensure our personnel are trained and fully engaged with OMNIA members.

Co-branded Materials

Our co-branded literature has been produced to promote our extensive solutions available through our OMNIA contracts.





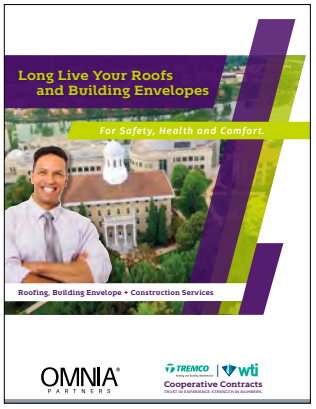
PERFORMANCE CAPABILITY

Additional literature and sales tools will be created as needed to continually drive awareness, support our sales representative customer relationships, and generate qualified leads.

- Our Tremco/WTI/OMNA capabilities brochure is a flagship piece that is widely distributed to prospects in print and digital format
- Our OMNIA contract for Comprehensive Exterior Surfacing Products, Services, and Paving Solutions is highlighted in a dedicated brochure.
- The benefits of our Job Order Contracting contract are explained in a JOC-specific marketing brochure.
- State -specific fliers are produced to further support local sales representative initiatives.
- Our National Cooperative Contractor Network flier to owners features the benefits this procurement solution offers to both public procurement and public facility management professionals. In addition to our direct distribution to prospective public agencies, this flier is also made available to In-Network contractors for use with their customers.
- Produced as our initial contractor recruitment tool, an additional National Cooperative Contractor Network flier, geared toward contractors, presents the benefits and competitive advantage the program makes available to qualified contractors who join the Network. This flier will continue to be distributed to targeted contractors.
- Leading In-Network Contractors are further supported with customized co-branded literature promoting their company, WTI and Tremco, and OMNIA,

Case Studies

Tremco has and will continue to produce case stories in a variety of formats depending upon the nature of the customer experience. In keeping with our strategy of both Creative Engagement and Personal Communications, whenever possible these stories put people upfront while promoting the use of the OMNIA contract. However, due to the sensitive nature of the public customer approval



Press the hyperlinked image above to go to our Primary OMNIA brochure



Press the hyperlinked image above to go to our Exterior Surfacing brochure



Press the hyperlinked image above to go to our Exterior Surfacing brochure



Press the hyperlinked image above to go to our Texas State Case Study



Press the hyperlinked image above to go to our Florida State Case Study



Press the hyperlinked image above to go to our Contractor Network Flier

process to be part of focused case stories, we will also create some generic case stories that highlight the OMNIA contract as well as the project executed.

Marketing Roofing and Building Envelope Solutions

WTI and Tremco will continue to produce informational pieces on our extensive capabilities in servicing OMNIA members. We will continue to produce pieces that provide educational value, which is part of our marketing strategy deployed in support of our OMNIA's contracts. We believe this strategy is especially important in sustaining current customer relationships.

Our educational focus includes both technical and business information to help customers manage their roofing and building envelope assets. WTI and Tremco continue to invest in promotional literature featuring our unique solutions, such as our restoration and roof management literature.

Due to the COVID-19 pandemic, we had to postpone implementing some of our unique and creative marketing campaigns such as our pie campaign and animal cracker campaign. These campaigns not only satisfied the appetite of many, it focused attention on Tremco and our offerings under our past OMNIA contract. We will continue to explore such creative opportunities which are personalized to include a message from our local sales representative and will include the OMNIA logo and messaging.

viii. Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:

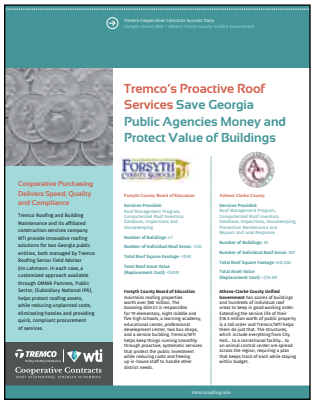
In support of our cooperative strategy, we will provide a fast and simple online destination for prospects and customers to access all related sales literature. This includes information on our corporate website as well as on our dedicated Cooperative Purchasing microsite at https://yourroofexperts.com/omnia-partners/.



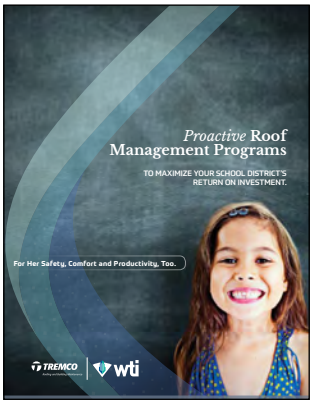
Press the hyperlinked image above to go to our Montgomery County Case Study



Press the hyperlinked image above to go to our Yuba Community College Case Study



Press the hyperlinked image above to go to our Public Agencies Case Study



Press the hyperlinked image above to go to our Roof Management Brochure



Press the hyperlinked image above to go to our Restoration Brochure



Press the hyperlinked image above to go to our OMNIA Public Sector Home Page

- OMNIA Partners, Public Sector standard logo—As a current awardee of three OMNIA contracts, we already have a landing page for OMNIA containing the logo
- Copy of original Request for Proposal—We provide a link to access our OMNIA contract awards
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier—We provide a link to access our OMNIA contract awards
- Summary of Products and Pricing—Although we follow the pricing submitted and approved by Region 4 ESC, based on the fact that each project scope of work is different, we do not post online catalogs which is more conducive to a commodity type of a sale
- Marketing Materials—We provide access to pertinent marketing materials
- Electronic link to OMNIA Partners, Public Sector's website including the online registration page—We provide a link to access OMNIA's website and registration
- A dedicated toll-free number and email address for OMNIA Partners, Public Sector—We have an avenue to receive information requests through YourRoofExperts.com

WTI and Tremco will continually refresh our web pages as we launch new literature, case stories, webinars, and marketing pieces we believe our targeted procurement and facility management personnel will find most helpful, while simultaneously promoting our value proposition and our OMNIA contracts. In addition, OMNIA's section on www.yourroofexperts.com houses important information on our OMNIA contracts and provides an opportunity for public agencies to request a consultation.

Social Media Outreach

WTI and Tremco will announce our OMNIA contract award via Twitter and LinkedIn. Social media will remain in our media mix to promote our solutions throughout the term of the contract. We will focus on seasonal solutions to keep content fresh and timely.





WTI and Tremco promote on YouTube and LinkedIn a variety of videos on various topics intended for OMNIA members and contractors, such as our Cool Roof Video presenting how a roof ages and the financial benefits of restoration versus replacement. Our YouTube channel and LinkedIn postings also feature case stories, product demonstrations, and application tips. In addition, webinar and training events will be promoted through social media outlets.

Marketing Strategy Development

The above marketing tactics support our marketing strategy with the following objectives:

- Focusing on targeted high-worth public sector accounts in collaboration with our sales team and OMNIA resources and other sales personnel
- Promoting how our unique and extensive and single-source capabilities benefit OMNIA members
- Demonstrating WTI and Tremco are leaders in the public sector market through examples of past performance
- Demonstrating OMNIA's benefits and capabilities to build further awareness and help build OMNIA's membership.

WTI's past and current contracts have been successfully implemented because of our commitment to a proactive, highly targeted and integrated approach to new business development. Our senior and key personnel will continue to be responsible for servicing participating agencies under the contract, including performing outreach and timely follow-up to participating agencies.

As demonstrated throughout this section, our direct sales team will continue to leverage a variety of sales and marketing initiatives including, but not limited to, customized sales tools, targeted promotions, Lunch & Learns, trade association public speaking and trade show participation, targeted advertising, social media, one-on-one meetings, etc. In addition, WTI will utilize the expertise of OMNIA's marketing team and logo for marketing materials to clearly identify our association with OMNIA.

C. Describe How Supplier Will Transition any Existing Public Agency Customers' Accounts to the Master Agreement Available Nationally Through OMNIA Partners, Public Sector. Include a List of Current Cooperative Contracts (Regional and National) Supplier Holds and Describe How the Master Agreement will be Positioned Among the Other Cooperative Agreements.

Current list of Cooperative Contracts:

- OMNIA Roofing Products, Services and Job-Order-Contracting
- OMNIA Job Order Contracting
- OMNIA Exterior Surfacing Products, Services, and Paving Solutions
- AEPA Roofing and Building Envelope Services
- E&I Roofing Systems, Exterior Building Maintenance, Products, Supplies and Related Services
- CMAS Roofing and Building Envelope Services
- MHEC Facility Maintenance and Energy: Assessment and Software

WTI and Tremco has been on cooperative contracts and/or JOC IDIQ type contracts since 1995 and have performed on 1,000's of projects utilizing these contracts. Tremco has and will continue to aggressively market our OMNIA contracts which is evident by our sales growth from our 2013 contract through our current contracts. While many public agencies value our OMNIA contracts, certain agencies and jurisdictions require the use of a different contract. We will continue to promote the use of our OMNIA contracts where applicable in compliance with state statutes.

D. Acknowledge Supplier Agrees to Provide its Logo(s) to OMNIA Partners, Public Sector and Agrees to Provide Permission for Reproduction of Such Logo in Marketing Communications and Promotions. Acknowledge that Use of OMNIA Partners, Public Sector Logo Will Require Permission for Reproduction, as Well.

WTI agrees to provide its logo and gives permission for reproduction in marketing communications and promotions. In addition, we will work with OMNIA's marketing resources to obtain approval on all co branded marketing.

E. Confirm Supplier will be Proactive in Direct Sales of Supplier's Goods and Services to Public Agencies Nationwide and the Timely Follow Up to Leads Established by OMNIA Partners, Public Sector. All Sales Materials are to Use the OMNIA Partners, Public Sector Logo. At a Minimum, the Supplier's Sales Initiatives Should Communicate:

i. Master Agreement was Competitively Solicited and Publicly Awarded by a Principal Procurement Agency
ii. Best Government Pricing
iii. No Cost to Participate
iv. Non-Exclusive

WTI agrees to provide proactive direct sales of its goods and services to public agencies and perform timely follow-up to OMNIA and any leads provided. At a minimum we will communicate the Master Agreement was competitively solicited and publicly awarded, that WTI provides market competitive pricing which considers any site-specific savings available to the participating agency, there is no cost to the members to use the contract, and it is non-exclusive.

F. Confirm Supplier Will Train its National Sales Force on the Master Agreement. At a Minimum, Sales Training Should Include:

i. Key Features of Master Agreement
ii. Working Knowledge of the Solicitation Process
iii. Awareness of the Range of Public Agencies that can Utilize the Master Agreement Through OMNIA Partners, Public Sector
iv. Knowledge of Benefits of the Use of Cooperative Contracts

We confirm that our training and educational support of our national sales force with participation from our executive leadership, along with OMNIA, includes the items noted in i. through iv. above. As mentioned previously, our long history with successfully performing on Region 4 ESC/OMNIA/National IPA/TCPN contracts enhances our ability to transition from our current contract to a newly awarded contract.

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

	NAME	TITLE	E-MAIL	PHONE
Executive Support				
Marketing				
Sales				
Sales Support				
Financial Reporting				
Accounts Payable				
Contracts				

Key Contacts Table

H. Describe in Detail How Supplier's National Sales Force is Structured, Including Contact Information for the Highest-Level Executive in Charge of the Sales Team.

WTI and Tremco's sales force is structured regionally, with Regional Managers operating across nine divisions nationwide. Each region includes several dozen sales team members and business development managers who work collaboratively on projects that include material sales as well as general services and contracting. In addition, our representatives are supported by team members who support other Tremco CPG entities who work collaboratively to provide a robust offering to provide solutions best suited to each participating agency's needs.

The highest-level executive in support of the sales team is JK Milliken, President of Tremco.

Email: [redacted]
Phone: 216-292-5000 800-852-6013

I. Explain in Detail How the Sales Teams Will Work with the OMNIA Partners, Public Sector Team to Implement, Grow and Service the National Program.

Brand Strategy

Tremco continues to refresh its cooperatives brand strategy targeting the public market across the US in promoting our unique portfolio of integrated products and services developed to extend the life of roofs and building envelopes. We engage an outside marketing firm with extensive past experience with both WTI and Tremco as well as the cooperative market segment to create differentiating materials and manage the daily execution of our brand strategy. This firm works closely with both Tremco's corporate management, internal marketing team, and field sales organization to ensure marketing tactics reflect both our national and regional goals.

Differentiation to build greater awareness and appreciation for our truly unique value proposition through OMNIA/ Region 4 ESC serves as the foundation of our continuing brand strategy. WTI and Tremco have a long record of success based upon our ability to create and maintain strong, lasting relationships as we customize product and service solutions that are in the best interest of our public agency customers.

Tremco's cooperative brand strategy reflects not only this proven performance but our continuing commitment to meeting the needs of people and organizations throughout our sales cycle. Our audiences include the management staff with fiscal responsibility for their building assets, managers tasked with maintaining building operations, procurement officials, and the building occupants who depend upon them all to provide safe, comfortable, and affordable facilities.

WTI and Tremco has a dedicated brand strategy for our cooperative contracts market segment.

Marketing Objectives

Developed to reflect this brand strategy, our marketing program goals, which we are actively promote, as listed below, take an integrated approach for consistent branding so we may effectively leverage resources and maximize new business opportunities.

- Position WTI and Tremco as a leading provider of roofing and building envelope solutions to Public Agencies with the distinct ability to simplify and streamline procurement through our OMNIA contract.
- Enable Tremco sales representatives to clearly and consistently articulate our value proposition to ensure all prospects understand the breadth and depth of our total capabilities available through our OMNIA contract.
- Generate qualified leads for targeted states through highly focused marketing activities in collaboration with OMNIA Partners, WTI, and Tremco's field sales organization.
- Assist and enable Members of the National Cooperative Contractors Network to promote the OMNIA contracts to their local public entities.

Marketing Activities

Tremco takes an integrated approach to market our OMNIA contracts by syncing the following tactics to the customer life-cycle.

- Advertising and publicity to build broad market awareness across the country
- Outbound campaigns to generate qualified leads for WTI and National Cooperative Contractor Network solutions available through OMNIA/Region 4 ESC
- Direct sales tools to drive consistent, critical messaging during one-on-one and group presentations and meetings.
- Web and social media marketing to maximize reach and prospect convenience.

I. Explain in Detail How Supplier Will Manage the Overall National Program Throughout the Term of the Master Agreement, Including Ongoing Coordination of Marketing and Sales Efforts, Timely New Participating Public Agency Account Set-Up, Timely Contract Administration, etc.

WTI has successfully implemented and performed similar construction and roofing products and services on multiple contract awards for more than ten different types of cooperatives. We will continue to customize our proven framework to develop a client-specific approach for contract implementation. Our customized approach includes marketing, customer relationship development, specification development, project deliverables, job-order acceptance and performance, emergency response, account management (including invoicing), timely completion and close out of projects, and executive support of our public market strategy. Depending upon individual cooperative needs, we can incorporate other services to best meet participating agency needs. WTI has an established framework and a nationwide presence, so we can easily adapt to individual cooperative and member requirements.

Upon award of a cooperative contract, we implement our proven marketing approach which includes educating our in-house staff on the contract and rolling out our services through co-branded marketing efforts to cooperative

Members. As discussed in our marketing rollout plan, this typically includes a combination of press releases, social media announcements, direct/email mailings, advertisements, participation in trade shows, social media, and website interactions. Beyond marketing, we also mobilize our existing construction-management personnel to make certain we have the availability to respond to cooperative projects. As a result of our nationwide presence, we draw from a large pool of resources to staff cooperative projects depending on location throughout the US.

Our success with cooperative purchasing programs is demonstrated by consecutive contract awards by many cooperatives. These renewals prove our ability to meet agency expectations as well as speak to the effectiveness of our organization to market and perform critical services. OMNIA members can also see evidence of our cooperative successes in our customer satisfaction metrics, where customers awarded us a 9.1 out of 10 overall satisfaction rating and 97% of respondent customers said they would purchase our roofing systems again. To see this in greater detail use the "Tremco Quality Control Customer Satisfaction Program" hyperlink button on the first links page at the beginning of this proposal.

J. State the Amount of Supplier's Public Agency Sales for the Previous Fiscal Year. Provide a List of Supplier's Top Ten Public Agency Customers, the Total Purchases for Each for the Previous Fiscal Year Along with a Key Contact for Each.

WTI and Tremco's Public Agency Sales in FY2022 were approximately [redacted] for both cooperative and traditional sales. WTI has taken an exception to providing the list of top ten public agency customers as this information is considered privileged and we do not have permission from our customers to divulge it.

K. Describe Supplier's Information Systems Capabilities and Limitations Regarding Order Management Through Receipt of Payment, Including Description of Multiple Platforms That May be Used for Any of These Functions.

WTI will make progress payments to subcontractors based upon applications for payment submitted by the subcontractor. Subcontractors are required to submit monthly requisitions for payment for work completed during the preceding month unless the billing requirements of the participating agency contract documents specify otherwise, and those requirements will supersede these provisions. WTI will issue progress payments on properly submitted requisitions relating to work performed in accordance with the contract documents on a net-30 basis from receipt unless different terms are expressly provided in the contract documents. The amount of each progress payment to the subcontractor will be equal to the following:

- The percentage of completion for the work of the subcontractor on a monthly basis and in accordance with the contract
- Plus, the amount allowed for materials (if any)
- Less the aggregate of previous payments to the subcontractor, and less ten percent (10%) or specified retainage

Retainage will be held until the DO has received a final inspection and has been accepted by the participating agency. WTI will not be required to pay subcontractors more than received for our work.

Final payment, constituting the entire unpaid balance of the contract sum, will be made to subcontractors when the work has been completed to the satisfaction of WTI, Region 4 ESC, OMNIA Partners, Public Agencies and the DO is fully

performed (including proper delivery of waivers of lien and other documentation required by the contract documents). A final certificate for payment will be issued by a participating Public Agency for the work and WTI will receive final payment from the participating Public Agency.

L. Provide the Contract Sales (as Defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier Will Guarantee Each Year Under the Master Agreement for the Initial Three Years of the Master Agreement ("Guaranteed Contract Sales").

YEAR ONE*	YEAR TWO*	YEAR THREE*

*These are projected figures, WTI does not guarantee sales.

Due to the fact the contract start date of November overlaps with our current #R180903 contract which expires February 29, 2024, sales will continue under #R180903 creating a transition year between #R180903 and #R23-04 in year one. There will be residual sales under #R180903 from proposed work but not awarded and from maintenance and warranty contracts that are multi-year agreements.

i. To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

While many public agencies value our OMNIA contracts there are many factors that go into securing a sale including how a public agency would like to procure our solutions, including agency-specific contract preferences, agency procurement policy, administrative and legislative procurement policy. The intent of our response, and contract, is to continue to provide OMNIA members a vehicle for which they can easily and compliantly procure needed roofing and building envelope solutions. Based on the needs of servicing OMNIA members, WTI will aggressively promote this contract with the intent of producing sales under this contract as we have under our Current Roofing Products, Services and Job-Order-Contracting contract that is reaching its expiration. However, due to the speculative and unique nature of the services we provide, including legislative and administrative code challenges, we do not have the ability to guarantee sales.

M. Even Though it is Anticipated Many Public Agencies will be able to Utilize the Master Agreement Without Further Formal Solicitation, there Maybe 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, Public Sector).

ii. If Competitive Conditions Require Pricing Lower Than the Standard Master Agreement Not-To-Exceed Pricing, Supplier May Respond with Lower Pricing Through the Master Agreement. If Supplier is Awarded the Contract, the Sales are Reported as Contract Sales to OMNIA Partners, Public Sector 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, Public Sector).

iv. If Alternative or Multiple Proposals are Permitted, Respond with Pricing Higher than Master Agreement, and Include Master Agreement as the Alternate or Additional Proposal.

Detail Supplier's Strategies Under these Options When Responding to a Solicitation.

As mentioned previously, there are many factors that go into how a public agency would like to procure our solutions which include traditional bidding of products. Tremco/WTI will, if electing to respond to such solicitations, will respond as we do in our normal course of our traditional business outside of our OMNIA contracts.

ii. The Successful Offeror will be Required to Sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement Prior to Contract Award. Offerors Should have Any Reviews Required to Sign the Document Prior to Submitting a Response. Offeror's Response Should Include any Proposed Exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

WTI has reviewed Appendix D, Exhibit B, OMNIA Partners Administration Agreement and included exceptions/proposed modifications on Appendix B, Terms and Conditions Acceptance Form, as required.

iii. Include Completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Please see the completed Exhibit B, Exhibit C, Appendix D, Exhibit F, and Exhibit G on the following pages.

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 COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the

foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of three percent (3%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

~~Weatherproofing Technologies~~
~~3735 Green St.~~
~~Beachwood, OH 44122~~
~~Att.: Jane Krivos~~

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**
J K Milliken/ss	
Signature	Signature
J.K. Milliken	Sarah Vavra
Name	Name
President	Sr. Vice President, Public Sector Contracting
Title	Title
6/14/2023	
Date	Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector, Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO

CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC**
J K Milliken/ss Authorized Signature	Signature
J.K. Milliken Name	Sarah E. Vavra Name
President, Weatherproofing Technologies Inc. Title and Agency Name	Sr. Vice President, Public Sector Contracting Title
6/14/2023 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] Weatherproofing Technologies Inc.

J K Milliken/ss
Signature

J.K. Milliken
Name

President
Title

6/14/2023
Date

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Public 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 Public 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 Public Agency and the Participating Public 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 Public Agency expends federal funds, the Participating Public 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 JKM 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 Public Agency expends federal funds, the Participating Public 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 JKM 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 Public 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 JKM 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 Public 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 JKM 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 Public 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 Public Agency resulting from this procurement process.

Does offeror agree? YES JKM 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 Public Agency, the offeror certifies that during the term of an award for all contracts by Participating Public 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 JKM 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)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Public Agency, the offeror certifies that during the term of an award for all contracts by Participating Public 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 JKM 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 Public Agency, the offeror certifies that during the term of an award for all contracts by Participating Public 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 Public Agency.

Does offeror agree? YES JKM Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Public Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Public 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 JKM Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Public 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 JKM Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Public 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 JKM 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 Public 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. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does offeror agree? YES JKM Initials of Authorized Representative of offeror

Offeror's Name: Weatherproofing Technologies Inc.
Address, City, State, and Zip Code: 3735 Green Rd., Beachwood, OH 44122
Phone Number: 800-852-6013
Fax Number: N/A

Printed Name and Title of Authorized Representative: J.K. Milliken, President
Email Address: jmilliken@tremcoinc.com
Signature of Authorized Representative: JK Milliken/ss
Date: 6/14/2023

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt *(See FAR 25.103*), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).*

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Transit Administration funds, offeror certifies that its products comply with the requirements of 49 U.S.C. 5323(j), 49 U.S.C. 5323(j)(1), and the applicable regulations of 49 CFR 661 and 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 Public 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 JKM 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 JKM 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 JKM 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: Weatherproofing Technologies Inc.

Address, City, State, and Zip Code: 3735 Green Rd., Beachwood, OH 44121

Phone Number: 800-852-6013 Fax Number: N/A

Printed Name and Title of Authorized Representative:
J.K. Milliken, President

Email Address: jmilliken@tremcoinc.com

Signature of Authorized Representative: J K Milliken/ss Date:
6/14/2023

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the

Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any

part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 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, Weatherproofing Technologies 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.

JK Milliken/ss

Signature of Contractor's Authorized Official

6/14/2023

Name and Title of Contractor's Authorized Official

J.K. Milliken, President

Date

6/14/2023

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

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

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase,

acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes

clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Weatherproofing Technologies Inc.

Address, City, State, and Zip Code:
3735 Green Rd., Beachwood, OH 44122

Phone Number: 800-852-6013 Fax Number: N/A

Printed Name and Title of Authorized Representative:
J.K. Milliken, President

Email Address: jkmilliken@tremcoinc.com

Signature of Authorized Representative: J K Milliken/ss

Date: 6/14/2023

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).

(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this

Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as

amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may

result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations,

"Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients,

and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

Stated Reason(s):_____
_____
_____

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-

rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Participating Public Agency.

2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor’s receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

2) A protest shall include:

    a. The name, address, and telephone number, including FAX number if available, of the protestor;

    b. The signature of the protestor or authorized representative;

    c. Identification of the contract/solicitation;

    d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

    e. The form of relief requested.

3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this

procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

    a. The items to be procured are urgently required;

    b. Delivery or performance will be unduly delayed by failure to make the award promptly; or

    c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

    a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or

    b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.
A protest filed with FTA shall:

    a. Include the name and address of the protestor.

    b. Identify the grantee, project number, and the number of the contract solicitation.

    c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

    Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran, Russia and Belarus
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;

- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;

- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and

- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Weatherproofing Technologies Inc.

Organization Address: 3735 Green Rd., Beachwood, OH 44122

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):	J.K. Milliken,	Title:	President
Signature:	J.K. Milliken/ss	Date:	6/14/2023

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, J.K. Milliken residing in
(name of affiant)
_____
(name of municipality)
in the County of Cuyahoga and State of
_____of full age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of
_____
(title or position) (name of firm)

Weatherproofing Technologies Inc. the bidder making this Proposal for the bid entitled Region 4 ESC 23-04, 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 Weatherproofing Technologies Inc. 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
Weatherproofing Technologies Inc..

Subscribed and sworn to

before me this day

Signature J.K. Milliken

June 15, 2023

_____
(Type or print name of affiant under signature)

Justin Ray
Notary public of Ohio

My Commission expires 12.28.27

(Seal)

NOTARY PUBLIC STATE OF OHIO

JUSTIN RAY
Notary Public
State of Ohio
My Comm. Expires
December 28, 2027

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Weatherproofing Technologies Inc.

Street: 3735 Green Rd

City, State, Zip Code: Beachwood, OH 44122

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.

J K Milliken/ss — President

6/14/2023

Date ***Authorized Signature and Title***

Certification 49300

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-AUG-2021** to **15-AUG-2024**

WEATHERPROOFING TECHNOLOGIES, INC.
3735 GREEN ROAD
BEACHWOOD OH 44122

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).

JK Milliken/ss
_____
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:	Weatherproofing Technologies Inc.		
Address:	3735 Green Rd.		
City:	Beachwood	State: OH	Zip: 44122

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.

J K Milliken/ss	J.K. Milliken,	President
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 15 day of June, 23.

(Notary Public)

My Commission expires

JUSTIN RAY
Notary Public
State of Ohio
My Comm. Expires
December 28, 2027

(Affiant)

J.K. Milliken, President

(Print name & title of affiant)

(Corporate Seal)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS
N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

OR

[ ] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

J.K. Milliken,	J K Milliken/ss
Printed Name of Authorized Agent	*Signature of Authorized Agent*
President	6/14/2023
Title	*Date*
Weatherproofing Technologies Inc.	
Company Name	

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: J.K. Milliken, Title: President

Signature: J K Milliken/ss Date: 6/14/2023

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

[X] 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.

J K Milliken/ss — 6/14/2023

Signature — Date

J.K. Milliken, President

Print Name and Title

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: WEATHERPROOFING TECHNOLOGIES, INC.

Trade Name:

Address: 3735 GREEN RD
BEACHWOOD, OH 44122-5705

Certificate Number: 0839364

Effective Date:

Date of Issuance: March 13, 2023

For Office Use Only:

20230313151614646

Certificate Number
606189

Registration Date: 02/06/2022
Expiration Date: 02/05/2024

State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Weatherproofing Technologies, Inc.

2022

Responsible Representative(s):
Thomas Cummings, President
Craig Nelson, Vice-President

Responsible Representative(s):
Jaime Kathryn Brink, Vice-President
Jaime Brink, Treasurer

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

iv. Describe How Offeror Responds to Emergency Service Requests.

WTI understands the importance of providing responsive service. As such, we offer service 24 hours a day, seven days per week, 365 days per year (24/7/365). In the event of an emergency situation, OMNIA members can contact 877-587-3626 with their assigned account number. The call will then be dispatched to our key personnel for response. Response time is established with the account to define emergency (two- to four-hour response), standard (24- to 48-hour response), etc. The dispatch for each location includes up to four points-of-contact (POCs), as shown below, to ensure effective response.

1	WTI Technician 1
2	WTI Technician 2
3	WTI Contractor
4	WTI Technical Advisor

Upon dispatch, the appropriate Technical Advisor will be notified of the issue for follow through. The Technical Advisor ensures that the request was completed and verifies WTI's and Tremco's financial responsibility.

Each member will be provided a process and an account number upon completion of a project or purchase of a warranty. The process will include an 800 number for 24/7 response at no additional cost to the member. As part of the warranty, WTI will provide 24 hours a day/seven days a week Emergency Leak Response at no additional cost. Regardless of whether the leak is related to defective materials, wear and tear or storm-related damage (within the terms of the warranty), the dispatch center logs the call for priority treatment, assuring a fast, efficient response. We will perform all emergency roof system leak repairs required in accordance with our Leak Response Program and warranty terms. The leak will be repaired immediately unless weather or other conditions prevent such work, in which case the repair schedule will be coordinated with the member to be accomplished at the next available time period.

Proposals for standard orders are typically processed in one to three days while proposals for emergency orders are typically provided within 72 hours of notification, depending upon the scope and geographic location of the project. These times may vary depending upon unforeseen conditions and/or remote locations; however, our processes and procedures are designed to accommodate these time frames.

Our key personnel have experience responding to several emergency project situations. In these instances, working with the customer to respond to such conditions is our first priority. We also rely on long-standing relationships with contractors who also respect this level of service and are available on-site 24/7. Through our Construction Managers and Superintendents, we also have the knowledge and software tools to effectively estimate damage-control costs in a matter of hours. OMNIA members can expect no less than 24/7 on-call service from WTI on the service agreement. WTI is also available during natural disasters such as fires, floods and winter storms to assist with disaster response, offering members with priority service. For emergency/disaster response, we use an Emergency Service Agreement/Disaster Response form to expedite typical purchase order procedures. We follow up our emergency-response services with the required documentation for the client.

After hours customer service needs are handled on a case-by-case basis. We make every effort to meet our customers' needs. Often, we staff our Customer Service Representatives to be able to accommodate not only daily needs but also emergency needs.

Our response times, including emergency leak response, will remain constant across all regions, however, adjustments to these response times will be made regarding remote geographical locations. In these instances, response times will be clearly communicated regarding safety, reasonable time frames and availability and mobility of personnel and equipment. Our ability to service all regions at the same level is made possible through our diverse personnel resources located across the United States and is supplemented by our extensive contractor database.

v. Describe Offeror's Ability to Meet Service and Warranty Needs.

WTI and Tremco benefit OMNIA members by offering an all-encompassing service and product portfolio complete with manufacturer warranties from a single source. WTI provides one of the most comprehensive warranty packages in the roofing industry. Each of our warranties covers installation, details, flashing, materials, workmanship, inspection and preventative maintenance. Tremco offers several product and service warranty options to participating Public Sector Agencies to match their roofing needs as detailed below. With each of the Tremco warranties, OMNIA members will receive a 1-800 leak response service. Please note that several of the warranties listed below are available in multi-year terms, based on customer needs and/or requirements.

- Quality Assurance (QA) Warranty
- QA Plus
- QA Premium Warranty
- Vegetative Warranty
- Plain and Simple Warranty
- One-Year Tremco Performance Warranty (TPW)
- Material Warranty
- Warranty extension and renewals are available for OMNIA members.

Sample Warranties

Sample warranties are available to OMNIA Members upon request.

PERFORMANCE CAPABILITY

One Building Envelope. One Warranty. One Powerful System Delivering Unmatched Protection for Your Building

Your property is a major investment, and its building envelope is a critical component. OMNIA members get one chance to get it right—or spend many years and a lot of money trying to fix it.

Made up of hundreds, even thousands, of components, a building's "envelope" protects interior spaces and occupants from the outside world. That includes shielding against the elements, excessive noise, and providing resistance to other external disturbances.

Why cobble together an envelope with materials from dozens of different suppliers when you can choose a Tremco Construction Products Group (CPG) building envelope, designed and tested to work as one continuous system and warranted together in a single document?

Systems & Services Covered Under a Single Warranty

- Air & Vapor Barriers
- Cladding
- Glazing Systems
- Insulated Concrete Forms
- Sealants & Adhesives
- Traffic Coatings
- Waterproofing

THE MORE TREMCO CPG COMPONENTS, THE MORE PROTECTION

Most individual building component warranties are limited to the dollar value of the material purchased. With a Tremco CPG warranty, the more OMNIA members single-source from the group, the greater the dollar value of coverage available should OMNIA members have an issue. That's because a Tremco CPG warranty is worth the aggregate value of all the components purchased from the group—providing a much larger pool should a member have a warranted issue on any one component.



vi. Describe Offeror's Customer Service/Problem Resolution Process. Include Hours of Operation, Number of Services, etc.

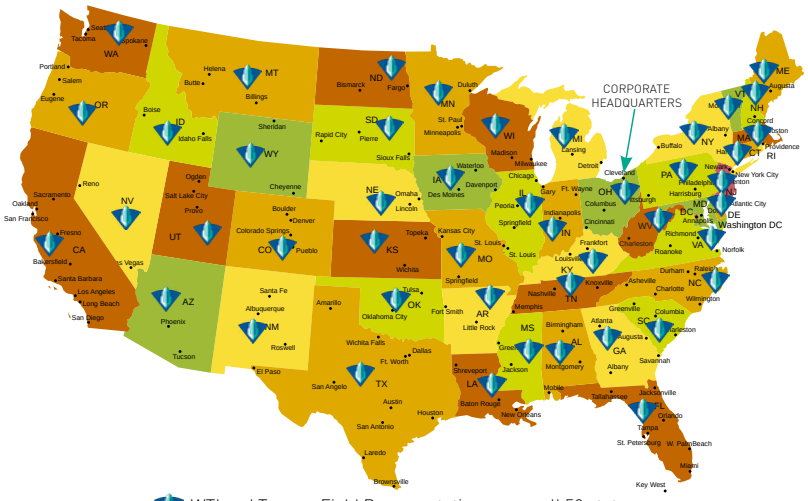
WTI's U.S. Customer Service Department consists of three Customer Service Centers as outlined in the below table.

Customer service centers and hours of operations.

Location	Phone/Fax	Hours of Operation
WTI Corporate Office 3735 Green Road Beachwood, OH 44122	Ph: (216) 292-5000 (800) 852-6013 Fx: (216) 292-5038	8:30 am – 5:00 pm (EDT)
Western Division Office 3060 East 44th Street Vernon, CA 90058	Ph: (213) 587-3014 Fx: (213) 585-6592	8:30 am – 5:00 pm (PDT)
Eastern Division Office 8 Main Street Flemington, NJ 08822	Ph: (800) 628-751 (908) 782-1927 Fx: (908) 782-1898	8:30 am – 5:00 pm (EDT)

Because of the number and location of these service centers, WTI can handle the customer's needs anywhere in the nation. If additional hours of operation are desired, WTI's Corporate Customer Service Manager, will consider accommodating the customer's needs by altering the staffing within the department to provide a superior level of customer service.

After hours customer service needs are handled on a case-by-case basis. We make every effort to meet our customers' needs. Often, we staff our Customer Service Representatives to be able to accommodate not only daily needs but also emergency needs. In the event of an emergency situation, OMNIA members can contact the 800-5-TREMCO phone number 24/7/365 with their assigned account number. The call will then be dispatched for response. As previously mentioned, customer satisfaction is a focus and differentiator for WTI and Tremco. Our talented and focused customer service staff are an important part creating positive customer experiences and satisfaction. Through their caring, ability to problem-solve and bias for action, our representatives have the capability to create a satisfied customer with every call. And, they do it every day!



WTI and Tremco Field Representation covers all 50 states

vii. Describe Offeror's Invoicing Process. Include Payment Terms and Acceptable Methods of Payments.

Payment terms are net 30 days. We can accept Purchase Order, credit cards, ACH or check.

SAP has the ability to track member purchases, products and services, billing, accounts payable and other accounting functions. Through SAP, WTI can provide customized billing and reporting to OMNIA as a whole, as well as to individual participating members. This includes management reports, consolidated billing by location, time and attendance reports for participating Members. WTI currently uses SAP on our existing contracts that integrates manufacturing, finance, planning, implementation and operations to:

- Improve customer relations and response times
- Improve performance without sacrificing quality
- Streamline manufacturing planning and execution
- Increase sales
- Reduce inefficiencies
- Improve customer service and marketing efforts
- Support finance expenditures and resources
- Streamline supply-chain planning and execution
- Monitor compliance
- Improve best business practices

viii. Describe Offeror's Contract Implementation/Customer Transition Plan.

WTI has successfully implemented and performed similar construction and roofing and building envelope products and services on multiple contract awards for more many different types of cooperatives. Prior to award of a cooperative contract, we customize our proven framework to develop a client-specific approach for implementation. Our customized approach includes marketing, project acceptance and performance, emergency response, account management (including invoicing) and executive support. Depending on individual member needs, we can incorporate other services to best meet member needs. WTI has an established framework and a nationwide presence, we can easily adapt to individual cooperative requirements.

Upon award of a cooperative contract, we implement our proven marketing approach which includes educating our in-house staff on the contract and rolling out our services through branded marketing efforts to cooperative Members. As previously discussed, this typically includes a combination of press releases, social-media announcements, direct mailings, advertisements, participation in trade shows and website interactions. Beyond marketing, we also mobilize our existing construction-management personnel to make certain we have the availability to respond to cooperative projects. As a result of our nationwide presence, we draw from a large pool of resources to staff cooperative projects depending on location throughout the US.

Our success with cooperative purchasing programs is demonstrated by consecutive contract awards by many cooperatives. These renewals prove our ability to meet agency expectations as well as speak to the effectiveness of our organization to market and perform critical services. This is evidenced in our customer satisfaction metrics, where customers awarded us a 9.1 out of 10 overall satisfaction rating and 98% of respondent customers said they would purchase our roofing systems again.

ix. Describe the financial condition of Offeror.

WTI is a building envelope industry leader and is in very good financial condition. We are an affiliate member of the Tremco CPG, Inc. line-up of companies that make up the largest division of RPM International, our Fortune 500 parent company. WTI continues to see steady growth in the market and has a very healthy pipe-line of work.

For additional information press here to go to RPM International's 10K & annual report filings

x. Provide a Website Link in Order to Review Website Ease of Use, Availability, and Capabilities Related to Ordering, Returns and Reporting. Describe the Website's Capabilities and Functionality.

Due to the nature of our business, WTI currently does not have an on-line catalog/ordering website. These construction projects are independently specified and built for each building component's current condition and structure. This requires field consulting/engineering services to design and offer the best solutions or multiple solutions for each building component. Online catalogs do not accommodate this type of built construction. WTI will provide representatives to cover and support all projects and does not provide an on-line catalog option.

Our Sales Representatives meet with customers to review and analyze individual facility roofing needs and propose the right solutions and products. This one-on-one sales approach allows our Sale Representatives to gain a full understanding of the needs of each Public Sector Agency and provide on the spot assessments of the areas of work. This approach ultimately saves time and cost in back and forth of online ordering and allows our teams to provide the services and products the customer needs the first time.

Tremco will allow for material only orders sold direct to end user, if needed, to be returned within 30 days of project completion. Depending on the products' condition, the estimated time frame to complete this return process is up to 30 days.

- Returns must be products in good condition and authorized by Tremco prior to return shipment. The following exceptions apply:
  - Exception: Due to warehouse limitations, there are no returns on Tremco Insulation products or TremLock™ Custom Metal Edge.
  - Exception: Fastener supplier does not accept returns on Insulation Fastener Discs and limits fastener returns to 3 months from shipment.
  - Exception: POWERply™ SA Base Sheet and POWERply™ SA FR returns are limited to three months from shipment.
  - Exception: THERMastic®, THERMastic® 50, and POWERply™ Modified Hot Melt Adhesive cannot be remelted or worked off, so returns of these four products are limited to pallets which are determined by a Tremco Representative to be in excellent condition.
- Tremco reserves the right to refuse a return of a product sold and shipped more than one year ago.
- Material must be returned in the account name under which it originally shipped.
- Return freight charges are the responsibility of the customer.

xi. Describe the Offerer's Safety Record.

Safety Record

Our industry can be a very dangerous one, where one wrong move can have long lasting and sometimes devastating effects on a family and our communities. This is why we require every employee to go through our OSHA safety training course. The results of our commitment to people shows as we have one of the best safety records in the industry, especially for a company of our size. The chart below illustrates WTI's commitment to safety as we have one of the best safety records in the industry. This is even more impressive when OMNIA members take into consideration that we are also one of the largest roofing and building envelope companies in the industry.

	wti Corporate & Field Market Safety Qualifications Metric TREMCO		
	2020	**2021**	**2022**
EMR (Insurance Experience Modification Rate)	.70	.65	.60
No. of Employees	1221	1311	1472
Hours Worked	2,114,385	2,374,237	2,655,983
No. of Fatalities	0	0	0
No. of Recordable Incidents	14	18	25
Total Recordable Incident Rate (per 100 full-time employees)	**1.32**	**1.52**	**2.33** **Industry Avg.—3.4**
No. of Lost Time Incidents	0	4	0
Lost Time Incident Rate (per 100 full-time employees)	0	.34	0 Industry Avg.—1.4

PERFORMANCE CAPABILITY

xii. Performance Bond Plan - Offeror shall submit a detailed performance bond plan that will meet the Participating Public Agency's local and state statutory requirements. The Offeror is required to be knowledgeable and current on all statutory requirements for bonding. This should include, but is not limited to, a letter from a surety company that is licensed to do business in the states being proposed in the submittal. Offerors shall also provide a written statement acknowledging that they can provide surety letters for any affiliates to Region 4 ESC or participating agencies upon request. Offerors may need to provide additional capacity as work orders increase. Bonds will not require that a fee be paid to Region 4 ESC. The actual cost of the bond will be a pass-through expense to the Participating Public Agency and added to the purchase order.

WTI has been providing performance bonds on projects for over 30 years in partnership with our insurance provider, Liberty Mutual Insurance. As we provide bonding on projects in all 50 states, WTI is experienced and knowledgeable about providing bonding for members' projects in accordance with all states' laws and statutory bonding requirements. We have enclosed a letter from our surety agent evidencing our bonding capacity of [redacted] aggregate and [redacted] for a single project, which reflect ample capacity for any project awarded under the OMNIA 23-04 resultant contract agreement. Further, we are able to provide surety letters as needed for any affiliates of Region 4 ESC that may request evidence of our ability to bond projects. Our bonding process begins at the estimating level where costs and thresholds are identified based upon project size and location in order to accurately and immediately identify bonding needs before the proposal phase starts. This process provides a quality-auditable process, which is ISO 9001:2015 certified. As project volume dictates, WTI will be able to confidently manage additional capacity to provide quality services to OMNIA members.



xiii. **Safety/Environmental Plan - Offeror shall submit a detailed safety plan with their submittal. It should specifically address how the Offeror will implement this plan with the subcontractors. The safety plan will need to address OSHA compliance, environmental compliance, drug testing, trend analysis and noncompliance corrective action. It should also state whether a safety officer will interact with the Participating Public Agency's staff and management of safety and environmental issues while working in occupied areas.**

It's not a cliché that an organization's greatest obligation is to provide a safe working environment. But that commitment takes on even more importance when a job's responsibilities include the kind of potential risk you can find on a roof.

As the market leader in providing roofing solutions and services, WTI fully recognizes what is at stake in construction and renovation projects. We never leave the safety and security of employees, installation teams and other on-site trades to chance. Job site safety grounded in proper training is without question our highest priority.

That is why every one of our roofing and building envelope projects, no matter the size, begins with a thorough understanding of the job site's potential hazards, safe work procedures, product characteristics, equipment operation, conditions, and specific customer requirements.

That understanding is based on the extraordinary safety training we provide our field advisors and technical personnel. To ensure that every installation is completed safely and efficiently, WTI has developed a comprehensive set of safety resources, with a strong emphasis on field safety training, job site audits, and extensive use of systems and communication tools.



PERFORMANCE CAPABILITY

Each of our field advisors have received safety training, to help them manage the trouble-free delivery of our products and services. All of WTI's technical field and general contracting management personnel have received at least their OSHA 10-hour safety card—a powerful statement when you consider that is the largest field team in our industry.

In addition, WTI ensures we continue providing this knowledge with a core of over 20 Authorized OSHA Outreach Trainers with extensive roofing craft experience. This in-house safety expertise permits consistent and safe installation of our systems focused on customer and site-specific health and safety requirements. A team of safety experts is also available in the field to answer questions or concerns that may arise.

Tremco Roofing and WTI consistently perform better than the industry averages for Roofing and Construction Services as measured by the commonly used Total Recordable Injury Rate (TRIR) and Experience Modification Rate (EMR) standards.

Safety Training and Expertise

- Over [redacted] OSHA Authorized Construction H&S trainers within WTI to provide and
- Extend on-the-job safety knowledge
- Over [redacted] Field Sales Advisors have received six weeks of intensive roofing,
- Technical, project management and field safety training
- Over [redacted] WTI employees with current 10-hour cards – within 3 years of issue
- Ongoing training updates—over [redacted] OSHA 10-hour cards issued since 2007
- Over [redacted] WTI employees with OSHA 30-hour cards
- Over [redacted] WTI employees trained in First Aid/CPR
- Over [redacted] WTI trained as ANSI A92 Aerial Lift Operators



WTI Safety Program

Each of the following components meet or exceed OSHA standards for the construction industry.

POLICIES AND PROCEDURES	• WTI Safety Policies • Hazard Communication Program
FIELD SAFETY	• Start Safe Checklist • Fall Protection • Hazardous Energy Control/Lock Out, Tag Out Program • Confined Space Entry Program • Fire Prevention & Protection • Personnel Protective Equipment (PPE) and Hygiene Requirements • Respiratory Protection • Hot Work (involving flames, sparks or heat) • Hearing Protection/Noise • Scaffolding Safety • Hand & Power Tools
ENVIRONMENTAL CONTROLS	• Environmental Controls (i.e., ventilation, lighting) • Waste Disposal • Vehicle Safety
EMPLOYEE TRAINING/ COMPETENT PERSONS	• OSHA [redacted] trainers • OSHA 10 hour certification • Job site inspections • Alcohol, Drug & Substance Policies and Screenings • Product Related Health Information • Tool Box 5-Minute Safety Talks for On-Site Training • Medical & First Aid Safety Training and Expertise
SAFETY TRAINING AND EXPERTISE	• Over [redacted] OSHA Authorized Construction H&S trainers within WTI to provide and extend on-the-job safety knowledge • Over [redacted] Field Sales Advisors have received six weeks of intensive roofing, technical, project management and field safety training • Over [redacted] WTI employees with current 10 hour cards – within 3 years of issue • Ongoing training updates - over [redacted] OSHA 10 hour cards issued since 2007 • Over [redacted] WTI employees with OSHA 30 hour cards • Over [redacted] WTI employees trained in First Aid/CPR • Over [redacted] WTI trained as ANSI A92 Aerial Lift Operators

Safety Data Sheets (SDS)

Access to our product Safety Data Sheets is available on each jobsite. Each SDS meets and/or exceeds US – OSHA, European Union and Canadian WHMIS. Safety Data Sheets are also available by product. Just use the product sheet web-link in the front of this proposal.

Site Specific Safety Plans

The WTI staff regularly develops plans that specify the minimum health, safety, and emergency response requirements to be followed by WTI and Tremco personnel and our subcontractors during the construction activities of a particular project. These plans include a detailed Job Hazard Analysis, designation of EHS responsibilities, a description of our products and necessary protective measures, and any additional information that the customer or general contractor may require.

Sub-Contractor Safety Program Guidelines

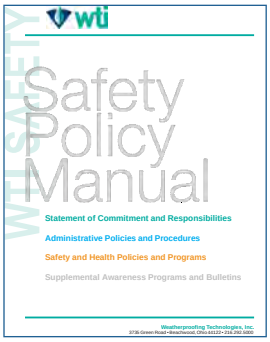
The NRCA Contractor Safety Program or its equivalent is the template for contractors and subcontractors to develop documents. Each subcontractor/installation team can use this comprehensive industry-wide program developed under an OSHA Harwood Grant to customize the safety program to meet their specific needs.

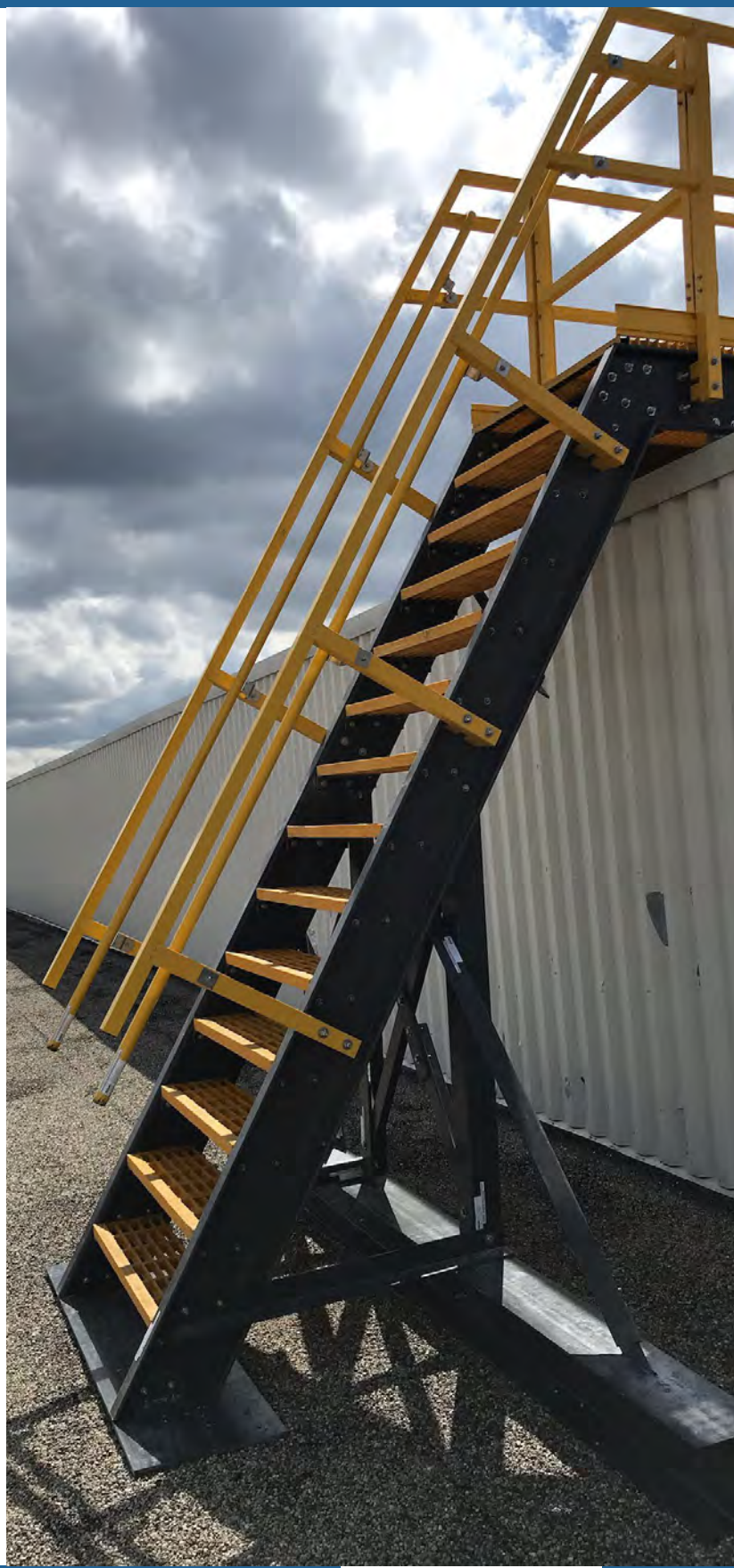
Environmental Health & Safety (EHS) Department

WTI provides a fully staffed EHS Department committed to safety—from project inception to final walk-through. A complete list of staff contact numbers is available from the corporate office to ensure ready access to all business and emergency numbers at WTI.

Full Safety Plan

A full copy of our Safety Policy Manual is available to OMNIA members upon request..







TAB 4

QUALIFICATIONS AND EXPERIENCE

REFERENCES

INCLUDES ANSWERS TO SECTION 2.c

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Tremco, originally established in 1928, along with its affiliated company, Weatherproofing Technologies, Inc. (WTI) established in 1962, offers a comprehensive inventory of roofing assessment, leak prevention, building envelope, product sales, and general contracting (GC) services. WTI and Tremco, part of Tremco Construction Products Group, has annual sales of over [redacted], owns and operates [redacted] manufacturing plants with over [redacted] employees worldwide. Our parent company, RPM International Inc., a Fortune 500 company and a world leader in specialty coatings serves both industrial and consumer markets generating nearly $7 billion in annual sales. RPM has been in business for 75 years and employs more than 14,000 people worldwide and operates 139 manufacturing facilities in 27 countries, as well as sells products in approximately 170 countries and territories. RPM is committed to providing the highest quality products and services possible in the field of roofing, sealants and coatings.

WTI, along with its affiliated company Tremco, is ISO 9001:2015 certified and was the first building envelope service company in the industry to attain this quality certification. ISO certification helps to continually improve our systems and approach to building envelope concerns and is the standard to which we have committed for our customers. We constantly look to improve our management process within our strategic planning processes through the input of our leadership, employees, and customers. Tremco is a renowned manufacturer of roofing and weatherproofing products while WTI has performed thousands of roofing projects nationwide. Regardless of the type of roof, we can offer a solution through Tremco-manufactured products or other roofing products. We have a pool of more than [redacted] pre-qualified subcontractors nationwide to assist in roofing project performance. Not only are these subcontractors approved



in the installation of Tremco products, but they are also approved to install products from other manufacturers.

WTI has expanded its service capabilities to become a full-service general contractor to all of our customers. WTI's general-contracting services include HVAC/ mechanical projects, indoor air quality solutions, asphalt paving, concrete, tile and terrazzo rehabilitation/ restoration, exterior building wall cladding systems and restoration, window systems repair and sealants, photovoltaic (PV) systems, insulated concrete forms, masonry, in addition to roofing restoration, maintenance and building envelope services. WTI's general-contracting capabilities are further supplemented by Tremco's vast sales and manufacturing resources.

ii. Describe Offeror's reputation in the marketplace.

UNMATCHED EXPERTISE AND EXPERIENCE

WTI and Tremco service customers across all markets including retail, healthcare, educational, and local, state and federal government as well as complex industrial and manufacturing companies. OMNIA members will have peace of mind knowing that their interests will be managed by a team of experienced professionals. We deliver quality assurance with each product through trained professionals who are qualified to perform roofing and building envelope services.

We are the only building envelope services company that helps maintain all six sides of the building. From start to finish we can provide solutions for every building envelope need. From building and safety assessments through complete GC services for boots on the ground work, OMNIA members can have the peace of mind that your building assets are safe and will be well looked after for years to come.

With more than 90 years of building envelope experience, Tremco is North America's foremost supplier of all aspects of roofing and building envelope materials and services. Tremco is uniquely positioned



QUALIFICATIONS AND EXPERIENCE

to provide single-source products, services and solutions for the entire building envelope. All Tremco Incorporated facilities are ISO 9001:2015. A sampling of relevant credentials, memberships and affiliations are provided below.

- Elevation Award for Roof Coatings from Durability + Design Magazine for the renovation of the 340,000-SF roof of Ford Field, home of the Detroit Lions, with AlphaGuard BIO
- NWIR – Tremco is a founding member of NRCA's newly established volunteer-based organization that provides educational and advancement opportunities for women in the roofing industry
- Center for Environmental Information in Roofing (CEIR) – WTI and Tremco are founding members of CEIR, an organization established by the NRCA dedicated to environmental and energy issues
- Contributor to 2016 Edison Award Winner – Silver for the Securock® ExoAir® 430 System
- US Army – Schofield Barracks, HI – Unit Commander's Coin – this is the highest unit citation that can be awarded to a civilian company
- US Army – West Point, NY - Unit Commander's Coin – this is the highest unit citation that can be awarded to a civilian company
- Northern Ohio District Council of Bricklayers and Allied Crafts Certificate of Appreciation for Contributions to the Apprenticeship Contest
- Roof Consultants Institute, 18th Annual Convention, Platinum Sponsor
- WTI and Tremco Sealants/Weatherproofing Division Outstanding Exhibition Award
- Business Marketing Association Silver Tower Award in Advertising
- John T. Fosdick Award for Excellence in Advertising: Highest Reader Interest Score
- Construction Specifications Institute (CSI) 20 Years of Service
- The NC99 Award of Greater Cleveland for one of the 99 Best Places in America to Work

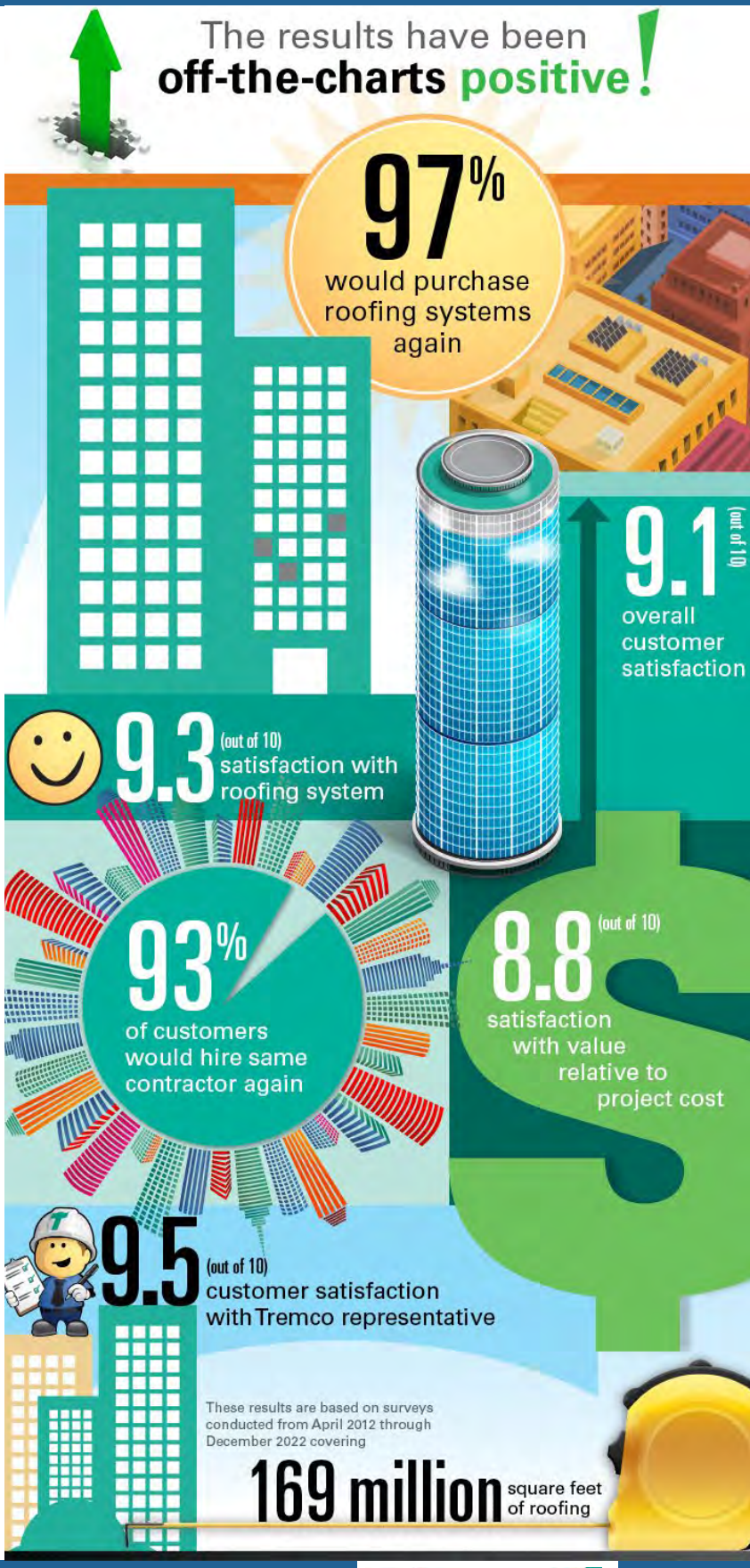


- Roof Political Action Committee (RoofPAC) – WTI and Tremco personnel have actively participated in several forums and seminars where we have presented white-paper lectures and additional industry-related information.
- Sponsor of Green Roofs and Walls of the World Virtual Summit
- Participation at the USGBC Greenbuild International Conference and Expo
- Receipt of Crain's Emerald Award Honoree for high-performance building renovation and commitment to sustainability
- Registered Provider with The American Institute of Architects Continuing Education Systems to deliver AIA training courses

Our products and services have a strong reputation in the marketplace. In fact, they have been used by clients nationwide for nearly 100 years. The infographic to the right shows the results from a recent survey, highlighting that 97 percent of clients would purchase from us again.

iii. Describe Offeror's reputation of products and services in the marketplace.

Tremco has unified the industry's leading building and maintenance products into one total enclosure system that allows our customers to build, restore, and maintain faster, safer, smarter and more efficiently. Our products and services are marketed to distributors, contractors and end-users spanning approximately 130 countries and territories. Tremco is known in the marketplace for offering six-sided solutions that deliver high-quality performance at the lowest possible life-cycle costs, helping to ensure peace-of-mind through long-term warranties and maintenance programs. This is accomplished through the Tremco CPG family consisting of Tremco Roofing and Building Maintenance, Weatherproofing Technologies, Inc., Dryvit Brands, Nudura brands, Willseal, Prebuck LL, Tremco Barrier Solutions, Inc., WTI/Pure Air Services, and Canam Building Envelope Specialists offerings.



OUR BUILDING ENVELOPE SERVICES

TremCare

WTI is presently managing more than [redacted] square feet of roofing across all market sectors throughout the US, Canada and Europe, using our OLI® system software. Over [redacted] square feet of our asset management programs include maintenance during their annual or bi-annual inspections.

OLI®

Our web-based On-Line Information System provides instantly obtain detailed building envelope inspection and maintenance data. OMNIA members can instantly access everything they need to know about their roofs to cost effectively manage their investments including detailed building envelope inspection and maintenance data, photos, repair recommendations, and so much more information that will improve budgeting for future building envelope needs—they decide what they want and how they want it reported. Managing even the most complex building envelope inventories is simplified with 24/7 access to detailed post-inspection information about every roof in their inventory formatted for effective analysis. Expert roof inspectors from WTI thoroughly analyze their roofs and compile historical data as well as construction and condition information to formulate an accurate picture of the state of their roofs. Whatever they need to know about their building envelope investment including a wealth of condition information, including photos; service activity; warranty and contractor information; leak history; roof construction specifics such as the type of surfacing and membrane; and so much more are right at their fingertips.

Building envelope repair

WTI can assist with maintenance issues by providing dedicated, professional crews to handle them, at terms that meet budget. Comprehensive up-front estimates, quality assurance of all materials, and dedicated personnel to handle patch and repair work to meet schedule and budget.



QUALIFICATIONS AND EXPERIENCE

Our crews can perform a variety of building envelope maintenance services and emergency and non-emergency leak repairs. Other services include flashing repair, drain and curb installations, roof cleaning and maintenance, joint sealing and air barrier. In addition, we provide indoor air quality disinfecting and sanitization solutions, as well as vertical and horizontal concrete structure repair solutions, including parking garages, walkways and decks.

Safety

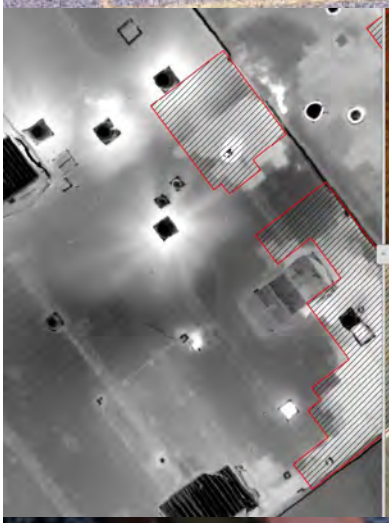
Every one of our building envelope projects, no matter how large or how small, begins with a thorough understanding of the job site's potential hazards, safe work procedures, product characteristics, equipment operation, conditions, and specific customer requirements. That understanding is based on the extraordinary safety training we provide our field advisors and technical personnel. To ensure that every installation is completed safely and efficiently, WTI and Tremco have developed a comprehensive set of safety resources, with a strong emphasis on field safety training and job site audits.

All of our field advisors receive safety training, so they can manage the trouble-free delivery of our products and services. All WTI employees receive at least their OSHA 10-hour safety card. In addition, WTI ensures we continue providing this knowledge with a core of 24 Authorized OSHA Outreach Trainers with extensive building envelope experience. This in-house safety expertise permits consistent and safe installation of our systems focused on customer and site-specific health and safety requirements.

Roof component laboratory testing

TRACE (Tremco Roof Analysis Core Evaluation) offers building owners a detailed, cost-effective way to determine the composition, construction and condition of any built-up roof system. Using ASTM testing methods, our experienced lab technicians perform tests that reveal important facts about roof composition and condition. All analyses are done at Tremco's state-of-the-









art research center, which is NVLAP (National Voluntary Laboratory Accreditation Program) accredited for bulk asbestos analysis using polarized light microscopy (NVLAP Code 200887-0). TRACE automatically includes a Tremco ACT® (Asbestos Core Testing).

Infrared moisture analysis

A visual inspection, while valuable as a guide, cannot accurately pinpoint moisture below the roof surface. A Thermocore infrared moisture analysis provides detailed thermal map of how and where hidden moisture is located. A sensitive infrared scanner is used at night to detect temperature differentials across the roof; areas over wet insulation appears warmer than surrounding areas. OMNIA members will get the data they need to make the best decisions within budget.

WTI offers a full range of sophisticated analytical, maintenance and information-based services with one simple goal—to maximize the life of the building envelope and protect the value of the building. We understand that before the right roofing decision can be made, it is critical to know what is right for each particular roof. This requires technical information about current conditions—its membrane type and bitumen—because these technicalities can make a drastic difference in the cost of any planned roof work.

Small roofing problems can easily snowball into large, expensive issues. Our TremCare® maintenance program helps prevent premature deterioration and keeps roofing assets in top working order. With WTI's trained roofing technicians performing regularly scheduled inspections, housekeeping and maintenance, problems are uncovered and corrected early to prevent. Available for any kind of roofing system, TremCare® programs are carefully prepared and customized to suit all buildings and budgets.

Protection Under One Roof

TremCare® gives OMNIA members the ability to choose the roofing maintenance and protection program that's right for them. And with OLI®, our On-



Line Information system, we even support businesses that do not want the advantages of a TremCare® maintenance program.

Used either on its own or as the central component of TremCare® Gold and Platinum, OLI® represents the latest in web-based information management systems. OLI® can manage any combination of drawings, photos, service activity reports, budgets, warranties, lifespan projections and much more. Data is available 24/7 in a secure, password-protected area of our website.

Some customers want us only to repair leaks and not to provide other maintenance activities. These customers can take advantage of our 24-hour-a-day leak line through the Tremsource® program.

Asset Management

If OMNIA members want to manage their own roofing assets, WTI will conduct an extensive inventory of the condition of all roofs to establish immediate needs and then enter the data into OLI® for their use.

TremCare® GOLD

Since general rooftop housekeeping and preventive maintenance are equally important, WTI experts will plan and prioritize both after thoroughly inspecting the roofs. Detecting and repairing problems early saves money, reduces downtime and damage to the roof, and prevents premature deterioration. TremCare® Gold offers the following services:

- Housekeeping: WTI will remove incidental debris (leaves, branches, paper, etc.) from the roof, drains and gutters during scheduled, periodic housekeeping operations.
- Preventive Maintenance: WTI will maintain roofs in their present condition by making minor repairs to the membrane and flashing systems. Preventive maintenance is not designed to restore neglected roofs to new condition.



- 24-Hour Emergency Leak Response: OMNIA members can report leaks 24 hours a day, seven days a week, on our dedicated, toll-free hotline. The hotline logs the call for priority treatment, ensuring a fast, efficient response every time.

TremCare® PLATINUM

In addition to the services of TremCare® Gold, TremCare® Platinum takes both the worry and the costs out of leaks. Quite simply, the repairs are on us if the roof leaks.

Previously neglected roofs may require repairs or upgrades before TremCare® Platinum can be instituted. Eliminating additional costs for on-site visits to repair leaks also simplifies maintenance budgets. TremCare® Platinum is intended for non-Tremco roofing systems or Tremco roofs that are out of warranty.

Other Services

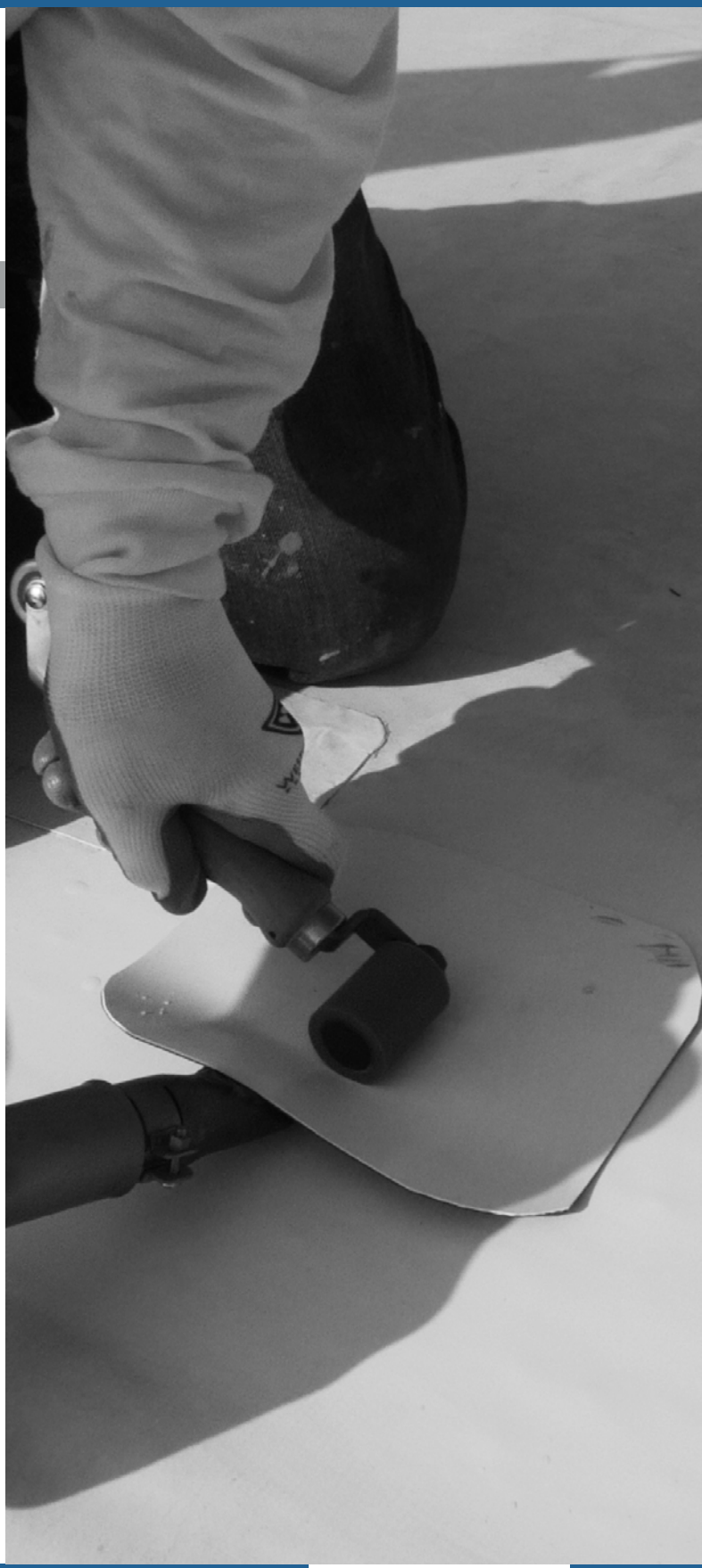
Thermocore® Roof Moisture Analysis

Provides a detailed thermal map of hidden moisture. The data can be used to focus repairs on the roof's problem areas, saving money on repair work.

TRACE® and ACT®

Can answer questions about a roof's make-up. The Tremco Roof Analysis Core Evaluation (TRACE) provides rigorous lab data on the construction, composition and condition of any built-up roofing system. ACT (Asbestos Core Testing) helps to accurately determine the exact percentage and type of asbestos found in each ply and the adhesive or mastic. ACT is included as part of a TRACE analysis.

Moisture probes are used to verify wet areas, and the results of the infrared survey are confirmed by taking core samples. Some physical testing is necessary to measure the quantity of moisture at the core site and details of the roof construction. All roof cores and moisture probes are immediately repaired with Tremco materials to ensure waterproofing continuity.



Leak Response

Water leaking into the building is not only a nuisance, it can also cause significant damage to the building and danger to visitors. WTI offers a full range of sophisticated analytical, maintenance and information-based services with one simple goal—to maximize the life of the roof and protect the value of the building.

Roof and building assets experience abuse every day from weather, movement, modifications and traffic. As roofs age, minor problems may occur such as tears and splits in the roof membrane, and cracks and deterioration of the walls. Although these defects may not be severe, if not repaired promptly they can become major problems and lead to a large capital expense.

WTI can provide professional crews to handle these maintenance issues. Offering timely service, superior workmanship and quality materials, our dedicated repair crews are available on either a contract or time-and-materials basis to meet budgetary needs.

- Advantages Of Utilizing WTI's Maintenance Crews
- Comprehensive up-front estimates
- Quality assurance of all materials and labor
- Dedicated personnel to handle patch and repair work
- Timely scheduling of work

Our crews perform a variety of roofing and building maintenance services

Flashing Repairs and Installation

The most common reason for premature roof failure is flashing problems. Our crews will repair or replace failing flashings with reinforcement membranes designed to be compatible with your roof system.

Drain and Curb Installations

Ponding water may also cause roof deterioration. Installation of new drains may alleviate this problem.



Emergency and Non-emergency Leak Repairs

Our crews are available to quickly repair any leaks, minimizing damage to an owner's building and assets.

Annual Roof Cleaning and Maintenance

Since most manufacturers recommend that roof systems receive regular inspections and maintenance, we are available to periodically inspect and clean all roof components.

Joint Sealing

Extreme weather changes, and the daily contraction and expansion associated with them, along with age and other problems can create cracks or open joints in your parapet walls and concrete surfaces. This can allow water to infiltrate your roof and building. Our crews can make these repairs before damage becomes a problem.

The system provides

- 24/7, 365 toll-free phone reporting leaks
- OLI® access for reporting leaks
- Customized call roster for proper dispatching

On-line leak tracking system (within OLI®) that provides

- Time and date of leak call reported
- Repair start date
- Repair completion date
- Cause of leak
- Before and after photos
- Printable report
- Additional scopes of work (if required)

SKYBEAM™

Collect and Analyze Building Data from Your Roofs and Facades Quickly, Thoroughly and Cost Effectively

OMNIA members need to know if their roofs and facades are in good shape, or damaged by problems like ponding water; holes, gaps and cracks; torn membranes; soaked insulation; spalling concrete. Are they airtight, or leaking energy? Are they safe? Building owners need to really know their condition in



order to plan well. But mapping roofs and facades, difficult at best, is prohibitive if buildings are hundreds of feet tall, cover acres or are part of a campus. There was no good way to do this until now. Until SkyBEAM™ from WTI.

The Future Of Facility Mapping Takes Off

The groundbreaking SkyBEAM™ (Building Envelope Asset Mapping) system is an unmanned aerial vehicle (UAV) with interchangeable, high-resolution still and infrared (IR, or thermal) cameras that help our customers understand the exact condition of their facilities before any work begins, and afterwards to ensure that the project was properly completed.

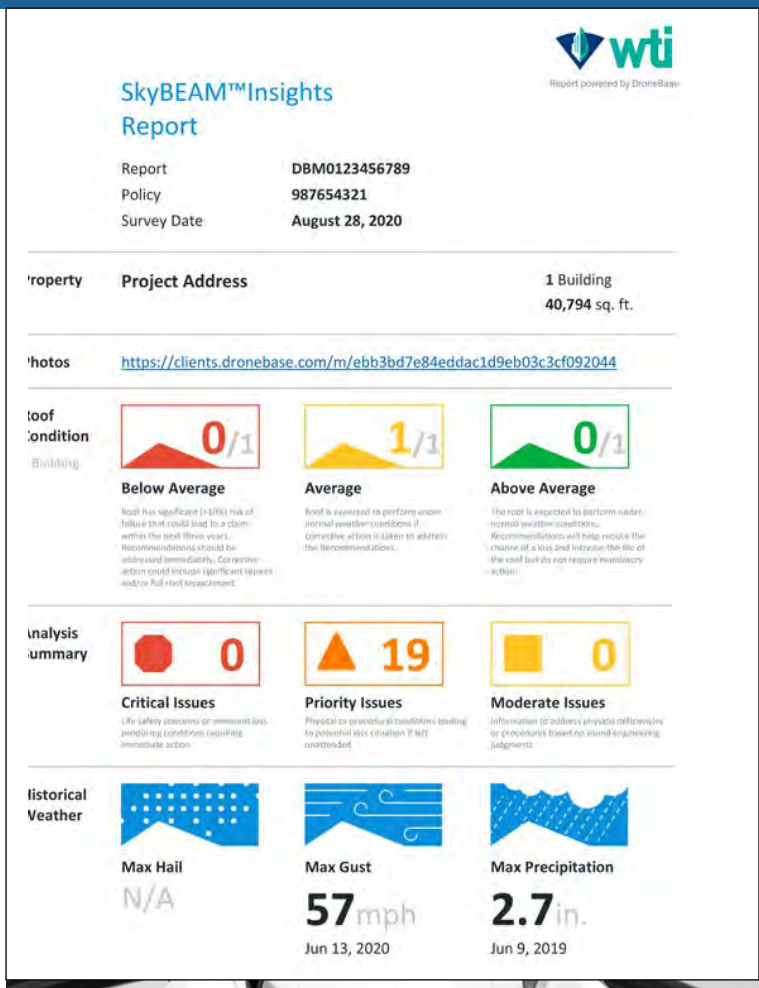
SkyBEAM™ gathers building data quickly, thoroughly and safely. One of our tens of thousands of licensed* UAV pilots in the US and Canada will program SkyBEAM™ to fly to a specific height, do the mapping and return. SkyBEAM™ can map tall buildings without scaffolding, identifying problems that would have been virtually impossible to find before. It can map buildings with millions of square feet of roofing in a few hours, yet is cost effective enough to use with much smaller facilities.

Pinpointing Building Energy Issues

SkyBEAM™'s infrared camera detects heat variations around the roof, which often result from wet insulation retaining heat longer than dry insulation. These variations usually mean that the building is losing energy. Thermal mapping is most effective at night when the sun is not heating the building. The SkyBEAM™ pilot flies the roof in a programmed pattern, taking numerous thermal photographs that are combined into a single large image (an orthomosaic) showing the location of irregularities that require verification. Technicians can then safely verify these areas during the day for removal, replacement or further analysis. Nobody sets foot on the roof in the dark to map it.

Exceptional Reporting Clearly Shows the Building's Condition

SkyBEAM™'s detailed reporting separates it from other UAV systems and is one of its great benefits, providing actionable data to use in making building decisions.







Report Offerings Include

SkyBEAM™ Birdseye	Detailed high-resolution photos taken from straight above the roof show its condition before and after a project.
SkyBEAM™ Insights	Detailed high-resolution photos and an analysis of any damage or areas of concern, exact roof measurements and an orthomosaic image. Optional 3D modeling can be added.
SkyBEAM™ Exterior	Exterior photographs and an interactive 3D model show the façade's condition.
SkyBEAM™ IR	Roof thermal images are compiled into a comprehensive, interactive, easy to understand report that clearly and accurately shows problem areas.

All data resides in our OLI® OnLine Information system for easy access.

Nothing Else is Like SkyBEAM™

SkyBEAM™ gives accurate visual evidence about your buildings' condition, especially difficult-to-map areas. It helps to improve facility maintenance planning and budgeting, is the safest way to conduct nighttime thermal mapping, and helps technicians maximize their time as they easily locate and repair rooftop damage.

With tens of thousands of licensed pilots, the use of artificial intelligence to capture a wide range of information about facility assets and provide detailed reports, and a history that includes being the first FAA-approved UAV for nighttime commercial use, SkyBEAM™ is one more example of how Tremco Roofing's innovations can help OMNIA members.



QUALIFICATIONS AND EXPERIENCE

GENERAL CONTRACTING

With decades of experience delivering professional construction and construction management services to building owners throughout the United States, WTI understands the complex issues faced by facility managers today. Aged infrastructures, budget and time constraints, rising energy costs and rapidly evolving sustainable solutions combine to challenge high performance building goals. Only a professional construction firm with deep technical expertise and broad project management experience can deliver the breadth of services needed by building owners today.

WE OFFER OUR CUSTOMERS A COMPLETE LINE OF HIGH-PERFORMANCE ENVELOPE SOLUTIONS

- Fluid applied
- Coatings
- Built-Up
- Modified Bitumen
- Metal
- Single Ply
- Vegetated
- Photovoltaic
- Exterior Sealants
- Exterior Wall Solutions for Brick, Block, Concrete, EIFS

WTI specializes in integrated repair, restoration and retrofit services designed to help our customers improve building performance while reducing life-cycle costs. As a subsidiary of Tremco Incorporated, WTI general contracting capabilities have grown over the years from expert roof management programs to whole building solutions.

Integrated Building Repair and Restoration Services

Because buildings are complex systems, WTI's approach to facility repairs and renovation is based upon a thorough understanding of the relationship between building components. Changing one component may have repercussions throughout the building. That's why we take a holistic approach to building restoration and start with a thorough understanding of the owner's long-term goals for the building.



QUALIFICATIONS AND EXPERIENCE

The Key to Time-Saving, Quality, and Cost-Effective Roofing Projects

Maintaining the quality and control of your building envelope projects can be challenging, if not impossible, in the face of your daily responsibilities. Construction Management Services from WTI takes managing roofing projects off your plate, and puts experts in charge of the intensive, time-consuming, daily demands of administration, budgeting, scheduling, quality control and on-site supervision.

When it comes to safeguarding your building envelope investment, relying on warranties is not enough. The best protection is a properly managed project, helping building repairs to last longer and effectively lower costs per square foot per year over their extended life.

Areas of Expertise

- Roof repair, restoration, and replacement
- Facade repair and restoration
- Sustainable technologies & renewable energy solutions
- Whole building retrofits
- HVAC system upgrades
- Parking structure repair and restoration
- Asphalt paving, repair and replacement
- Interior renovation
- Facility asset management programs
- Air barrier solutions

WTI and Tremco have demonstrated their commitment to building envelope excellence by helping thousands of customers in numerous industries, maximizing their investment in their building envelope, and providing peace of mind that their building assets are performing at peak efficiency.

Our products and services have a strong reputation in the marketplace. In fact, they have been used by clients nationwide for nearly 100 years.



QUALIFICATIONS AND EXPERIENCE

MY T.E.A.M.

Cost Controlled Building Life-cycle Management Maximize building durability, property value and aesthetics.

My T.E.A.M. is a flexible data-driven program designed to prioritize owner needs while cost effectively managing all aspects of building ownership.Tremco's TEAM approach will diminish building owner and facility manager risk by helping to prioritize critical repairs, reduce or eliminate accidents and surprises, while staying on schedule and controlling costs.

25% Labor savings vs. traditional methods

15% Savings on engineering services

28% Savings on materials

A Team Approach to Assets Management

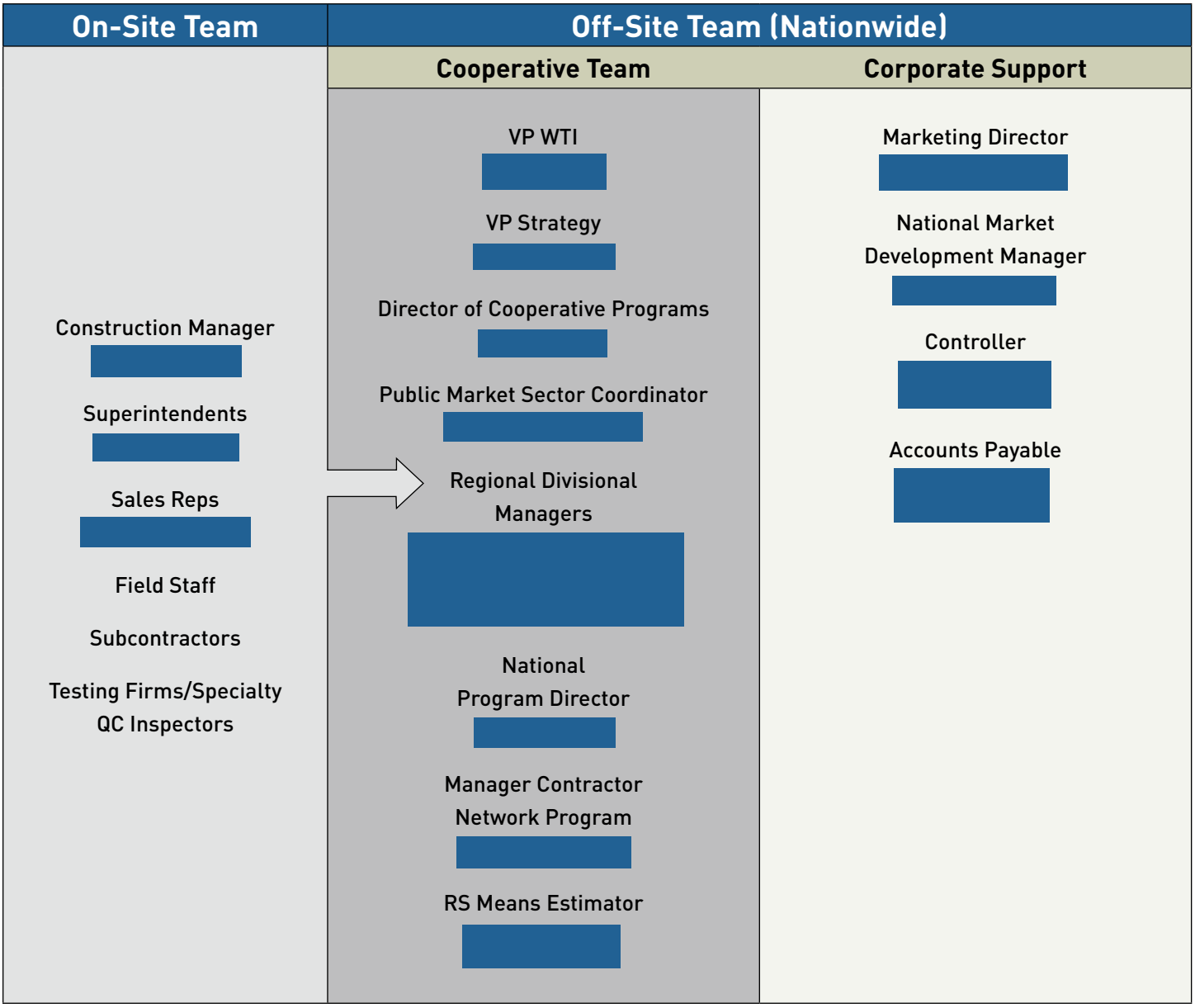
Visual Assessment of Building Enclosure
3rd party Engineering Assessment
Consultant Network
Database of Enclosure Metrics (know what you have)
MyOLI Current Status (Green, Amber, and Red)
Thermocore® roof moisture analysis*
Trace® (Tremco Roof Analysis Core Evaluation)*
ACT® (Asbestos Core Testing)*
Multi-year budget planning
Sustainability Metrics*
Industry Best Practices sharing
GC/CM services and contract management capabilities
Procurement Contracts
Material Sourcing (performance, testing, availability)
Approved Contractor Network
System Warranties (with extension options)
TremCare Ongoing Maintenance Services
Pure AIR® Indoor Air Quality Testing and Equipment
Enclosure Testing and Energy Consulting

*as needed



iv. Describe the experience and qualification of key employees

With more than 60 years of experience, WTI is licensed in virtually every state in the nation to perform as a general contractor as well as provide roofing and building envelope services. The organization chart for the Roofing Products, Services and Job-Order-Contracting (JOC) Services contract below identifies the key positions responsible for contract implementation, marketing, and performing job orders. This organizational structure has performed for Region 4 ESC for more than 19 years and over 11 cooperative contracts, demonstrating our ability to meet the needs of public agencies nationwide.



Copies of resumes for key team members are available to OMNIA members upon request.

v. Describe Offeror's experience working with the government sector.

WTI and Tremco has an extensive and long history working with the government sector at every level: local, state, and federal. WTI and Tremco support our government sector customers with the construction industry's most comprehensive offering of roofing solutions and services, and building envelope expertise, to help keep facilities sound and watertight long into the future.

We have helped thousands of government sector customers achieve their building asset goals, many of them through our long association with OMNIA Partners.

WTI and Tremco has successfully teamed with Region 4 ESC and OMNIA to offer a cooperative contract that meets the diverse needs of public agency facility management, construction managers, maintenance staff and procurement officials.

We recognize that identifying the problem and defining the technical solution for government sector entities only solves part of the problem. WTI understands that government sector customers need to procure products and services as quickly and economically as possible, without sacrificing quality, performance, or transparency. WTI's proven history in the public sector demonstrates our ability to service this important market.

Types of Government Sector Customer

- K-12 Schools
- Higher Education
- State Vocational Schools
- State Agencies
- Cities/Municipalities
- Counties
- Housing Authorities
- Airports
- Water Districts
- Hospitals

We have worked with public agencies across the country for decades and understand their operational needs and budget challenges. And because their goals are our goals, we continually advance our own capabilities to offer a suite of solutions as customizable as they are turnkey.



vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Weatherproofing Technologies, Inc. (WTI) is a nationwide provider of roofing, building envelope and other construction services. In this role, WTI is sometimes involved in litigation matters, but no pending or anticipated litigation is any way material from a financial standpoint either as to potential liability or requested remedies. No pending litigation, nor any that we anticipate at this time, will in any way interfere with our ability to complete service public agencies in accordance with OMNIA contractual requirements. In further response, over the last five years, WTI has no litigation resulting in a judgment against the company.

vii. References: Provide a minimum of 5 public agency customer references relating to the products and services within this RFP. Two (2) of these customer references should be for projects delivered through the job order contracting (JOC) delivery method. All references should be for services within the past three (3) years. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

References are available to OMNIA members upon request.

viii. Subcontracting Plan and/or Explanation of Applicable Affiliate Relationships -Offeror shall submit a subcontracting plan with their submittal. This plan will explain the subcontracting procedures providing assurances that the subcontractors meet the same high standards as the contractor. This will include a subcontractor's log, subcontractor qualification form, felony conviction notice and child and sex offender notice. This plan will also address how the Offeror will implement this safety plan with subcontractors (may reference the Offeror's safety plan). The subcontractors will be held to the same standards as the Awarded Offeror.

A distinct portion of the subcontracting plan must deal with attracting, utilizing and mentoring small and disadvantaged businesses including how your company will attract these firms. Describe how your company will institute a prompt payment plan upon completion and acceptance of their work and how your company will make progress payments to subcontractors on long term job orders.

The Offeror shall submit a plan detailing the relationship with any applicable affiliates that may do work under this contract. This submittal should include, but is not limited to, work history, credentials, PO processes, and process to maintain upstanding workmanship and service.

WTI and Tremco's Small and Minority Business alliances are designed to meet both roofing and weatherproofing needs as well as socio-economic goals. With a network of 8(a), Service Disabled Veteran-Owned, HUBZone and other roofing and general construction contractors, we provide a full range of services to our customers that meet not only "Best Value" requirements but also mandates regarding disadvantaged and underutilized small businesses.

Drawing on decades of extensive experience providing turnkey roofing, building envelope and facility management solutions to customers in government, education, healthcare and many other industries, we work to enhance business opportunities in those sectors for small and minority businesses. Whenever possible, the small and minority businesses we work with are based near project sites in order to minimize mobilization and demobilization costs. We also leverage our partners' knowledge of local working conditions, regulatory requirements and the availability of local suppliers. The program allows us to share our extensive experience and technical expertise with each small/minority business contractor, thereby ensuring the same quality workmanship that all Tremco Roofing contractors deliver.

WTI and Tremco has the unique ability to integrate quality assurance plans within each contract in order to measure the quantity, quality and timeliness of all products and services delivered. Most importantly, our combined capabilities provide a full array of services to meet the diverse needs of our government and public sector customers.

With 90+ years of experience supporting small business subcontractors, we consistently select subcontractors capable of executing the work to ensure every customer's satisfaction. Regarding this need to exceed our customer's expectations, we monitor the subcontractor's schedule on multiple job orders to eliminate risk of overloading. This initiative allows us to firmly manage subcontractors while maintaining costs and schedule. Tremco's success with women-owned, minority-owned and small business enterprises derives from treating subcontractors fairly and ensuring timely payment for services rendered.

WTI and Tremco clearly demonstrate an unwavering commitment to our entire current and fast-growing list of future subcontractors and small business partners. More specifically, the opportunities presented with this contract would help us grow our strategic small business partner alliances. WTI and Tremco are committed to making a good faith effort to ensure project management and judicious treatment of subcontractors. As such, we will make every attempt—both formally and informally—to establish and maintain an ongoing dialogue with these key contributors. Our intent is to build

strong working relationships, which are invaluable when a particular project requires a special, accelerated time frame or an extraordinary level of teamwork to meet a performance objective.

Tremco's criteria for selection of subcontractors is based on standards established by the NRCA. NRCA suggests that the contractor be a professional roofing contractor which meets or exceeds certain qualifications. Tremco has developed a Certified Contractor Program to exceed NRCA-suggested requirements as outlined below.

NRCA Requirement	Tremco Requirement
A Permanent Place of Business	
Knowledge of Roofing Systems	
Insured and Committed to Safety	
Licensed and Bonded	
Financial Stability	
Application Expertise	
Warranty	
Completed Projects	
Provisions for On-Site Supervision	
Professional Maintenance Program	

Tremco has two levels for subcontractor certification—Approved and Certified.

Approved	Certified

After being qualified as an Approved or Certified subcontractor, at a minimum, final subcontractor selection for a specific project will be based on a best value evaluation considering the following areas:

- Past performance/experience in work scope
- Availability of manpower and resources to meet project schedule
- Schedule commitment on existing projects
- Location of subcontractor in relation to project site
- Rapid response/emergency response capabilities
- Current DUNS and CAGE numbers
- Ability to provide appropriate insurance and bonding

Our subcontracting plans are created on a project by project basis, however, all of our subcontracting plans include the above-referenced information at a minimum to ensure that our customers receive both quality and safety-related essential standards at the forefront of every project. Surveillance and Performance: WTI mandates that work performed by subcontractors is held to the same standards as self-performed tasks. Subcontractor work is monitored for progress, quality and safety. WTI's Superintendent manages subcontractor progress for adherence to the subcontract agreement and the QC Plan. In this role, the Superintendent is monitoring each subcontractor's workload and resources against the upcoming schedule of work they are contracted to perform. The Superintendent also coordinates with the Construction Manager so that the delivery order is being constructed according to subcontract agreements and delivery-order specifications. The Superintendent conducts Weekly Status Meetings with each subcontractor's Project Manager or Foreman to review schedule, quality, safety, cleanliness, on-site professionalism, critical issues and communication. Our commitment to quick and accurate subcontractor payments benefits the subcontractors and participating agencies with improved timeliness and quality.

Scheduling

Once the Construction Manager and Superintendent determine the tasks that will be self-performed and subcontracted, they identify fast-track and long-lead items before putting the subcontracted tasks out to bid. Our bidding process includes a schedule for each scope of work that is discussed with bidders so that any scheduling conflicts are identified during the selection process. Through our subcontractor-selection process, we select quality subcontractors capable of meeting the scheduling requirements of the delivery orders. WTI then develops a preliminary schedule and timelines based on information received from subcontractors during the bidding phase. The subcontractor's final performance period and schedule are included in a signed subcontract agreement.

Subcontractors Log

WTI requires completion of a Subcontractor Log as part of each delivery order. The Superintendent will maintain and update the Subcontractor Log onsite during performance of field activities to reflect the firms involved and the tasks they perform.

Subcontractor Qualification Form

WTI tasks the Construction Manager with overseeing the subcontractor-selection process. Working in conjunction with the Superintendent, the Construction Manager will utilize a best-value selection approach. Based on the scope of work for individual delivery orders, subcontractors are notified of upcoming bids. In addition to requesting cost/price proposals, the Construction Manager evaluates technical expertise and reliability including the specific items below.

- Past performance/experience in work scope
- Past performance/experience for Omnia
- Availability of manpower and resources to meet delivery-order schedule
- Schedule commitment on existing delivery orders
- Location of subcontractor in relation to delivery-order site
- Rapid-response/emergency-response capabilities
- Ability to provide appropriate insurance and bonding

Felony Conviction Notice and Child and Sex Offender Notice

Subcontractors selected to perform on individual delivery orders will be required to complete and submit a Felony Conviction Notice and Child and Sex Offender Notice for personnel. These forms will be submitted to Omnia and/or participating agencies as required by the contract.

Subcontractor Payments

WTI will make progress payments to subcontractors based upon applications for payment submitted by the subcontractors. Subcontractors are required to submit monthly requisitions for payment for work completed during the preceding month unless the billings requirements of the participating agency contract documents specify otherwise, and those requirements supersede these provisions. WTI will issue progress payments on properly submitted requisitions relating to work performed in accordance with the contract documents o a net 30 basis from receipt unless different terms are expressly provided in the contract documents. The amount of each progress payment to the subcontractor will be equal to the following:

- The percentage of completion for the work of the subcontractor on a monthly basis and in accordance with the contract
- Plus, the amount allowed for materials (if any)
- Less the aggregate of previous payments to the subcontractor, and less 10% or specified retainage

Retainage will be held until the DO has received the final inspection and has been accepted by the participating agency. We will not be required to pay subcontractors more than received for our work.

Final payment, constituting the entire unpaid balance of the contract sum, will be made to subcontractors when the work has been completed to the satisfaction of WTI, Region 4 ESC, Omnia members and public agencies.



ix. Provide any additional information relevant to this section.

COOPERATIVE CONTRACT DELIVERY METHOD

In addition to the traditional services we have outlined in this proposal, we are excited to continue to offer the proven Contractor Network delivery model, which is highly desired by participating agencies. The Contractor Network allows participating agencies to capitalize on a network of highly qualified, local, best in-class and pre-qualified contractors to perform Roofing and Job Order Contracting (JOC) services. JOC projects will be limited to roofing, building envelope,

WTI's parent company, Tremco, provides both technical and administrative support throughout the project as well as assumes the responsibilities outlined below.



LOCAL/REGIONAL CONTRACTOR SUPPORT



QUALIFICATIONS AND EXPERIENCE

Each company in the Contractor Network included in the Value Add has applied, met the programs stipulated criteria, been fully vetted, and previously accepted into the program by Region 4 Education Service Center. Each has met the following pre-established selection criteria and meets and exceeds standards established by the NRCA. In addition, In-Network Contractors must also meet the additional requirements to become accepted and remain part of the Network.

NRCA Requirements	Additional Network Contractor Requirements
• A Permanent Place of Business • Knowledge of Roofing Systems • Insured and Committed to Safety • Licensed and Bonded • Financial Stability • Application Expertise • Past performance • Provisions for On-Site Supervision • Professional Maintenance Programs	

Adding New Contractors to the Contractor Network

Contractor Network Resources

The National Cooperative Contractor Network roster lists the individual pre-qualified and In-Network contractors that are independently owned and part of this RFP response. This roster was previously accepted into the program by Region 4 Education Service Center under OMNIA Contract #R180903 and will be updated in accordance with the process of adding contractors outlined above.

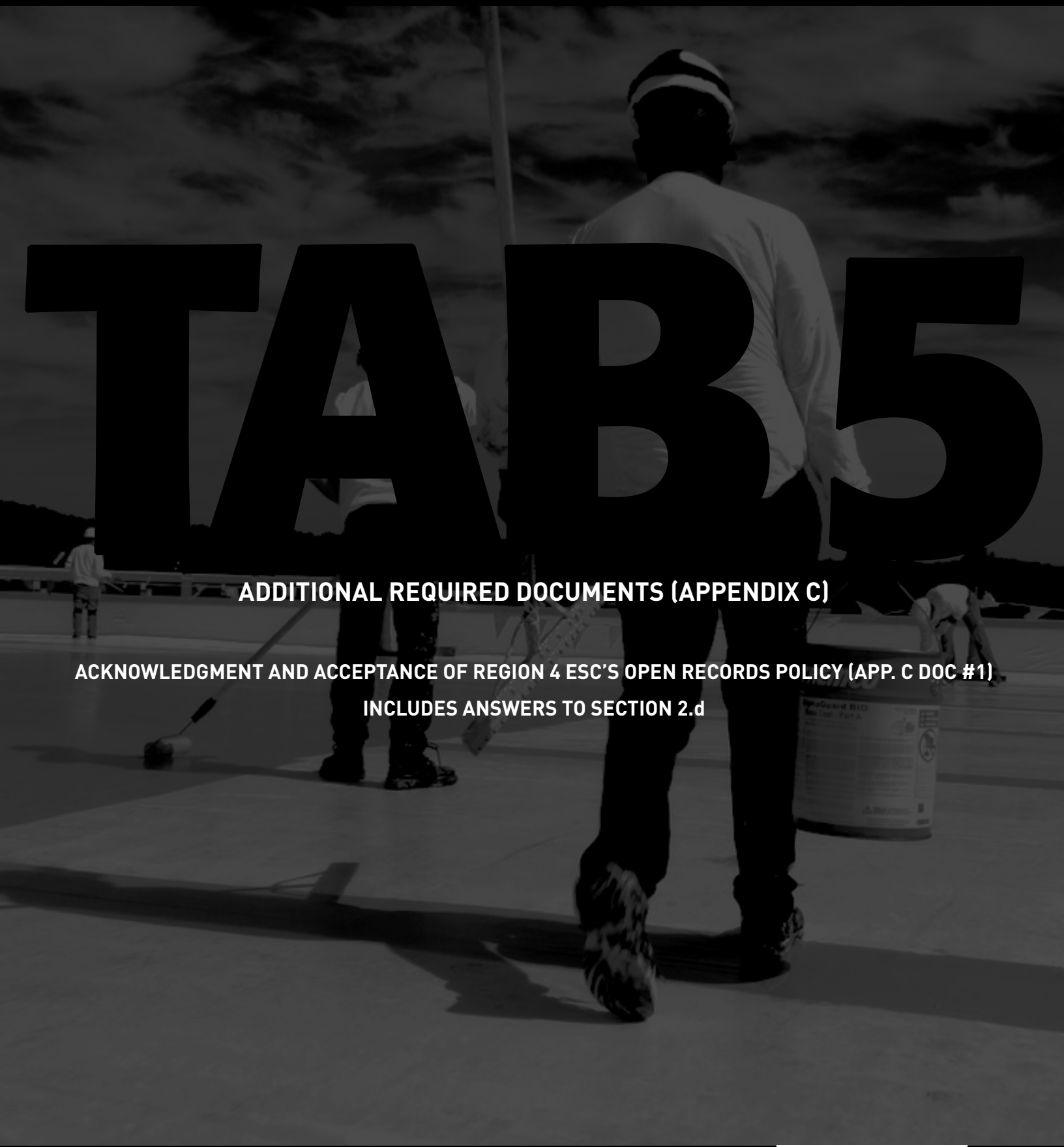
CONTRACTOR NETWORK METHOD OF DELIVERY PROCESS

Contractor Network Roster as of June 2023

Our complete copy of our contractor network list is available to OMNIA members upon request.

CONTRACTOR NETWORK PRICING





TAB 5

ADDITIONAL REQUIRED DOCUMENTS (APPENDIX C)

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC'S OPEN RECORDS POLICY (APP. C DOC #1)

INCLUDES ANSWERS TO SECTION 2.d

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE

OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

6/14/2023 — *Date*

JK Milliken/ss President — *Authorized Signature & Title*

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Weatherproofing Technologies Inc.

Address 3735 Green Rd.
Beachwood, OH 44122

Phone 800-852-6013

Fax N/A

Contact

JK Milliken/ss
Signature

JK Milliken
Printed Name

President
Position with Company

Official Authorizing Proposal

Signature

Printed Name

Position with Company

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

As a wholly owned subsidiary of a publicly traded business entity Weatherproofing Technologies Inc. is exempt from this form.

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, J.K. Milliken, President, as an authorized representative of

Weatherproofing Technologies Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

J K Milliken/ss — 6/14/2023

Signature of Named Authorized Company Representative — Date

Appendix C, DOC #5

FELONY CONVICTION NOTIFICATION

Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This Notice is Not Required of a Publicly-Held Corporation

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Offeror shall review §22.0834, Texas Education Code and 19 Texas Administrative Code §§153.1101 and 153.1117 regarding criminal history checks of school contractor employees. The rules define continuing duties related to contracted services, direct contact with students, covered contract employee and other relevant terms within the statute.

Except as otherwise provided herein, Offeror will obtain and certify in writing, before work begins, that the Offeror has received all criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Offeror/Contractor or Subcontractor, if the person has or will have continuing duties related to the contracted services, and the duties are or will be performed on Region 4 ESC's, or Participating Public Agency as applicable to the Texas Education Code, property where students are regularly present or at another location where students are regularly present. Awarded Offer(s) shall assume all expenses associated with the background checks and shall immediately remove any employee or agency who was convicted of, receive probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Region 4 ESC's property or other location where students are regularly present.

Offeror/Contractor or sub-contractors may not work on Region 4 ESC's, or Participating Public Agency where the Texas Education Code may be applicable, property where students are present when they have been convicted, received probation, or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;

2. Any sex offense;

3. Any crimes against persons involving:

   a. Controlled substances; or

   b. Property; or

4. Any other offense Region 4 ESC, or Participating Public Agency where the Texas Education Code may be applicable, believes might compromise the safety of students, employees or property.

I, J.K. Milliken, President, as an authorized representative of Weatherproofing Technologies Inc., the Offeror verify that:

A. My company **is not** owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: JK Milliken/ss Date: 6/14/2023

B. My company **is owned** or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s) : _____

Date: _____

C. My company is a **publicly held** corporate, therefore, this reporting requirement is not applicable.

Signature of Company Official: _____ Date: _____



TAB 6

Value Added Services

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

3. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

Acknowledged

4. Past Performance: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

WTI has a long and successful working history with OMNIA Partners and it's members. I

5. Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

Acknowledged

VALUE ADDED SERVICES

Our subcontracting plans are created on a project by project basis, however, all of our subcontracting plans include the above-referenced information at a minimum to ensure that our customers receive both quality and safety-related essential standards at the forefront of every project.

COOPERATIVE CONTRACT DELIVERY METHOD

In addition to the traditional services we have outlined in this proposal, we are excited to continue to offer the proven Contractor Network delivery model, which is highly desired by participating agencies. The Contractor Network allows participating agencies to capitalize on a network of highly qualified, local, best in-class and pre-qualified contractors to perform Roofing and Job Order Contracting (JOC) services. JOC projects will be limited to roofing, building envelope, restoration, and related services. Within this delivery model, WTI's parent company, Tremco, provides Program Administration to support the Contractor Network Program. This delivery model provides an opportunity to work with a growing number of public agencies that desire to work with their preferred, local, best in-class contractors, in collaboration with WTI and its parent company Tremco. This delivery model is significant in that it satisfies OMNIA's desire for a national contract for roofing products and services and JOC services while providing OMNIA's Members a valuable delivery model to utilize the OMNIA contract.

The Contractor Network allows participating agencies direct access to local, pre-qualified, best-in-class contractors. In this delivery model, Tremco provides Program Administration of the process and provides performance based and warranted technical solutions. The Contractor Network Delivery Model, like other models proposed, provides outstanding roofing performance, which is backed by warranties and maintenance agreements to provide participating agencies comprehensive roofing and building envelope asset management. Further, the Contractor Network Delivery Model will engage the design community due to its transparency and the fact that the services can be competitively proposed locally. This value-added offering along with our general contracting and material only offerings, allows OMNIA participating agencies to select the delivery model option that best suits their needs and requirements.

Key Benefits of The National Cooperative Contractor Network Delivery Model to OMNIA Partners



WTI's parent company, Tremco, provides both technical and administrative support throughout the project as well as assumes the responsibilities outlined below.



LOCAL/REGIONAL CONTRACTOR SUPPORT

NRCA Requirements	Additional Network Contractor Requirements
• A Permanent Place of Business • Knowledge of Roofing Systems • Insured and Committed to Safety • Licensed and Bonded • Financial Stability • Application Expertise • Past performance • Provisions for On-Site Supervision • Professional Maintenance Programs	

Adding New Contractors to the Contractor Network

Contractor Network Resources

CONTRACTOR NETWORK METHOD OF DELIVERY PROCESS

Contractor Network Roster as of June 2023

A complete copy of our contractor network list is available to OMNIA members upon request.

CONTRACTOR NETWORK PRICING



Warranties

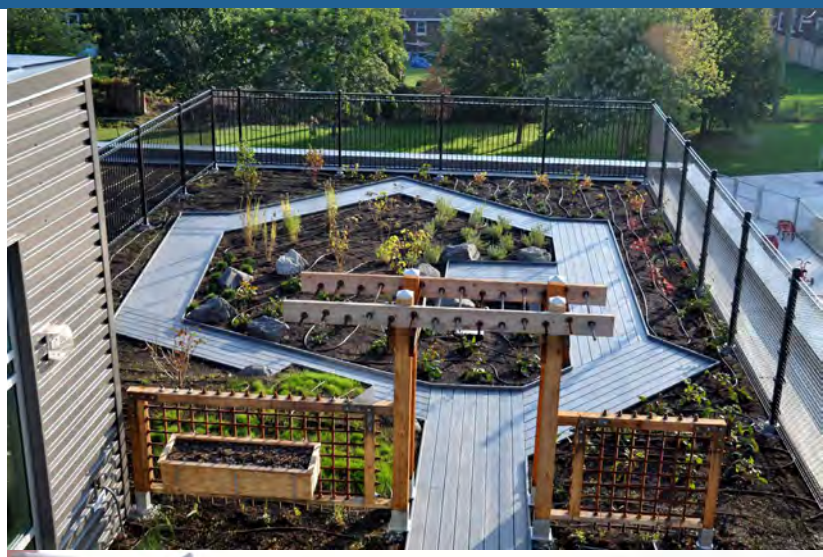
Sample warranties are available to OMNIA members upon request



At WTI and Tremco safety is the cornerstone of our business—leading with safety every day. Our robust safety culture and practices, as well as our industry-leading safety products and services offering, are designed to make your roof as safe as possible.

Our commitment to safety stems from our passion to protect a company's most valuable assets, its employees. We're all aware that building envelope services is one of the most dangerous businesses in construction, and serious workplace injuries or death change lives forever—for families, friends, as well as our coworkers.

With our commitment to having the best trained and equipped workforce in the industry, we naturally look to extend this same commitment to helping our customers possess the needed solutions and training to ensure their employees and service vendors are safe when working and accessing their roof.







DRIVING LASTING CUSTOMER VALUE AND PROMOTING SUSTAINABILITY

Building a Better World means committing to continuous improvement and investing in safer, greener products and processes that benefit our customers, end users and the environment.

As a global company, RPM is committed to creating lasting value for customers through innovative solutions, while thoughtfully adopting sustainable approaches in the utilization of human and natural resources. Our sustainability journey springs from our core values and comprises a more formal focus on our internal Footprint and an outward look on our Handprint - the impact of our products, services and processes on the environment.

We are particularly proud of the many RPM products, services and processes that drive sustainability by helping customers reduce their environmental impact. As we look to shape the future responsibly, we are integrating Blueprint concepts, rethinking business models, and collaborating with leading edge partners to continually improve our impact.

Transforming the World One Roof at a Time

WTI and Tremco have been partnering with many companies to help them achieve their conservation and sustainability goals through green living roofs. Our goal, to transform the world into a greener place one roof at a time. But green roofs are more than just an environmental benefit. They also provide beautiful and restful places that employees and customers can enjoy to help lower stress levels and provide a better quality of workplace and shopping experience.

In these trying times, that don't seem to be going away, this will become more and more of a factor in hiring quality employees and attracting customers.

VALUE ADD
CANAM

According to the Department of Energy, more than 10% of all energy use is attributed to the condition of building envelopes. If buildings leak due to faulty original construction, age, or poor envelope construction, unintentional air infiltration can result costing OMNIA members up to 40% more for heating and 15% more for cooling.

The solution is an air barrier audit to identify the leak sources and an air barrier system installation to control air leaks.

Integrated Solutions

Canam Building Envelope Specialists, part of the Tremco Construction Products Group, offers a unique combination of air barrier solutions, from testing through system installation. A leader in building envelope solutions for more than 25 years, Canam provides air barrier audits, retrofit installations and testing.

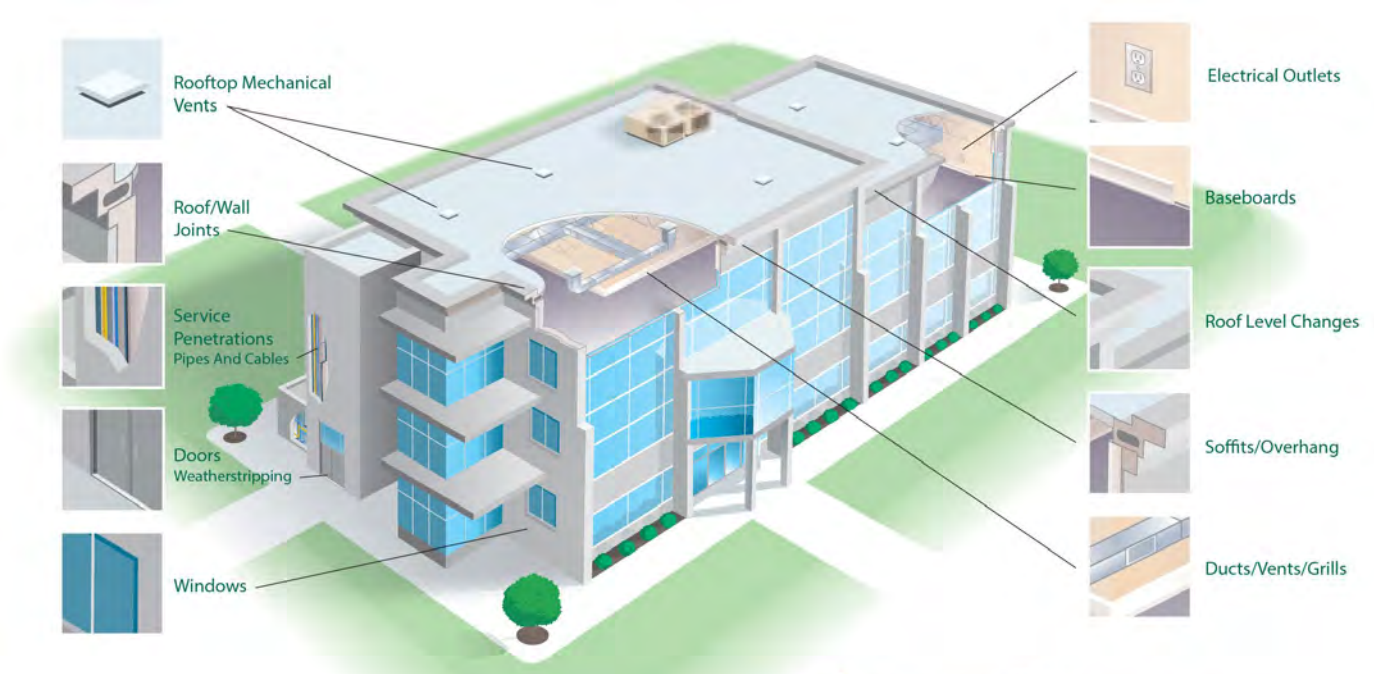
The Leak Effect

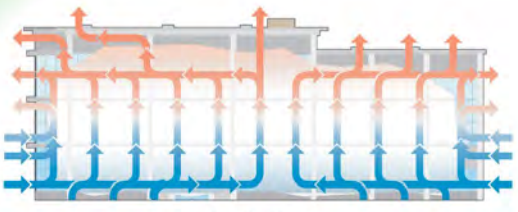
While your building may seem airtight, tiny holes may exist in parts of your building envelope. These openings, coupled with air pressure differentials, result in air leakage and higher utility bills.

Defects in building envelopes can vary dramatically due to building age, the environment, and previous maintenance. Whether it's a crack in the curtain wall or faulty weatherstripping, our experienced technicians deliver customized, proven air barrier solutions.

Reach Your Building Envelope's Full Potential

Air barrier solutions can help OMNIA members find their building's energy efficient potential. Pair energy savings with the likely increase in a building's longevity, and OMNIA members will see why "sealing the envelope" makes such good financial and environmental sense.





Stack Effect

VALUE ADD
WTI/PURE AIR CONTROL SYSTEMS

Indoor Air Quality (IAQ) & HVAC System Testing & Restoration

IAQ has become one of the most important components to help providing a safe and healthy environment for building occupants.

Humans spend 90% of our time indoors and breathe around 3,000 gallons of air a day. Serious pollutants can cause certain allergic reactions, respiratory issues and other long-term health complications. The quality of indoor air is critical for good health.

WTI/Pure Air Controls Systems provides indoor environmental testing & evaluations, microbiological testing & analysis, and HVAC, building, and mold remediation to help improve building health and occupant well-being. From diagnostics to repair and remediation, our team of experts can tell you if your indoor air quality is at risk of being compromised and perform the work to safeguard it from the consequences of unwanted air infiltration.

The HVAC system can be viewed as the cardiovascular and respiratory system of a building. The air handler is the heart of the system since this is where outdoor air is drawn in, filtered, conditioned and mixed with return air. This "supply" air is then distributed through a network of ducts to and from areas of the building. Basic components include dampers, fans or blowers, heating and cooling coils, air filters, boilers or furnaces, compressors, and ductwork.

Routine preventive maintenance is the key to avoiding premature wear and tear on components that can lead to costly repair or early replacement. Therefore, it is critical to perform routine cleaning and do minor repairs, extending equipment life and allowing for scheduled major repairs or replacements when it has less impact on disrupting business.



VALUE ADD
WTI/PURE AIR CONTROL SYSTEMS



We will visually evaluate your HVAC System, paying close attention to the condition of the air handler unit (AHU), evaporator coils, pan, rails, and blower. Our primary interest is to detect signs of allergens. We will also have a look at the ducts for microbial growth, dust, debris or other obstructions.



Our team of building scientists can perform tests for differential pressure across the coil, relative humidity, allergens, microbial growth, Legionella and more. Plus, both air and surface samples can be collected from the HVAC system for analysis. We also offer total air handler and system performance evaluations, including electrical usage, fan RPM, cooling output in BTU, chilled water volume usage in GPM, and smoke detector differential testing.



The laboratory at WTI will provide expert analysis. Your samples are analyzed under the supervision of PhD scientists and matched to our in-house library of over 200,000 samples (one of the largest microbial databases in the U.S.) We will qualify and quantify any allergen content found to determine the impact it might have on your facility.



You will receive a detailed yet easy to understand report, complete with photos and even a glossary. The report is photo-documented, and even contains a glossary for reference. It will help us, together, come up with a plan to remedy any issues found. The report can also be used to illustrate the gains made through remediation.

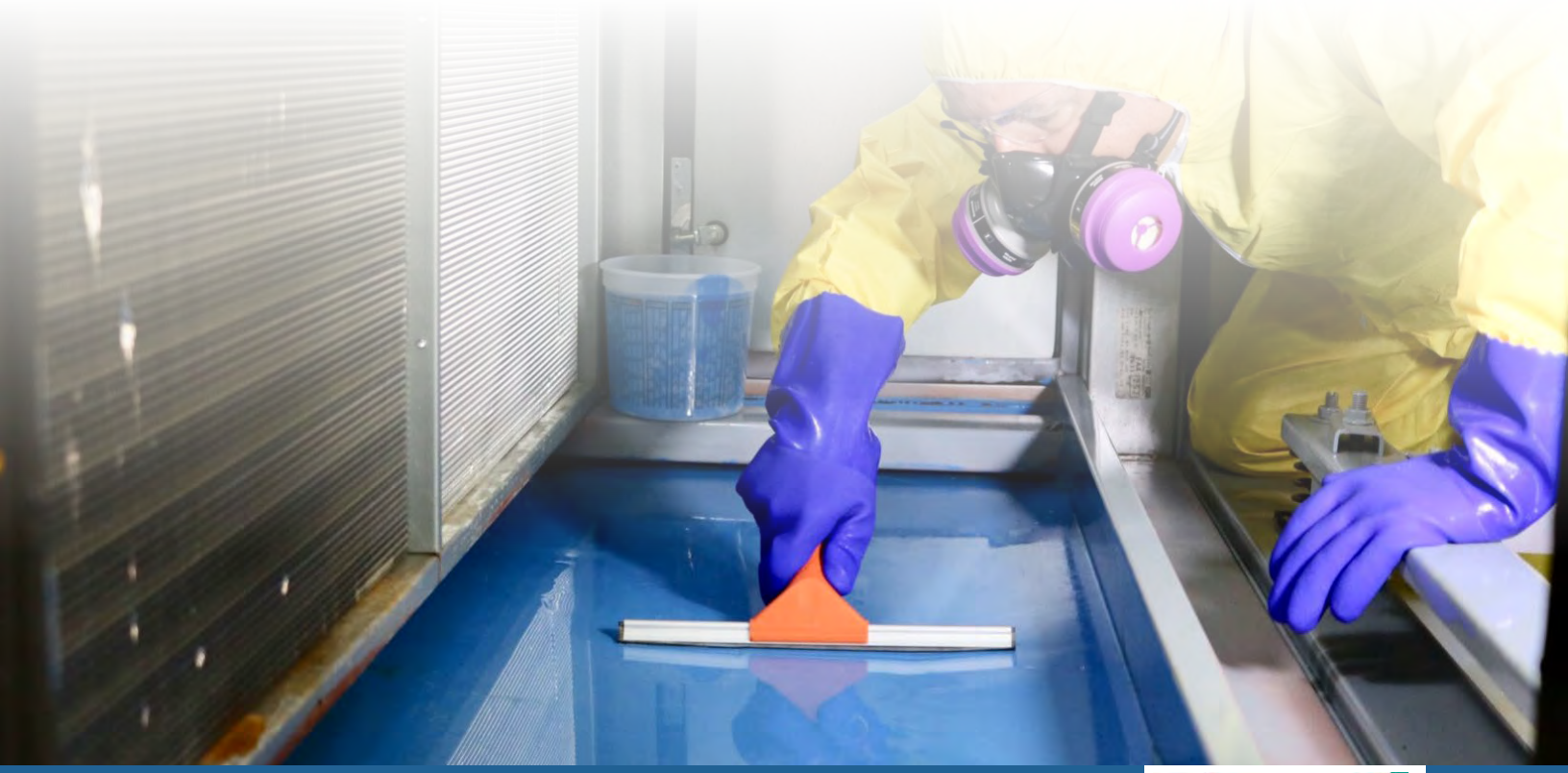
Restore for 1/10th the Cost of Total AHU Replacement

Building owners and operators are often faced with the challenges of aging HVAC equipment. It can be difficult to make the hard choice between an endless stream of maintenance calls or the capital expense of total replacement. This is especially true when there is a large inventory units being managed. Since the basic mechanical design and components of an AHU has remained the same, it can be hygienically restored with HVAC New Life™ instead of a total replacement!

HVAC New Life is an innovative hygienic restoration service that ensures a longer lifespan and optimal performance for aging HVAC system components such as:

- Air Handling Unit Cabinets
- Evaporator Coils
- Blower Motor Assemblies
- Drain Pans
- Structural Rails
- And More!

HVAC New Life combines our powerful PURE-Steam™ HVAC Hygienic cleaning with an exceptional coating and liner process to effectively restore an AHU for many years of continued service.



VALUE ADD
ROOFTEC

RoofTec, utilizing a combination of technologies in a system that truly restores commercial roofs, is a fully integrated surface preparation process that addresses the growing challenges building owners face in complying with local and national regulations on wastewater discharge. And, as part of the Tremco Construction Products Group, RoofTec can combine this industry-exclusive roof cleaning and preparation process with industry leading roof coating systems.

The RoofTec System starts with a patent pending cleaning system. Unlike traditional power washing systems, the Rooftec System uses a low emissions engine-powered system to produce heated high pressure solution. This solution is combined with EcoLogo-certified roof cleaning chemistry and delivered to roof surfaces via a rotary cleaning head that dislodges and suspends soils.

The solution is next recaptured through the rotary cleaning head by 870 cubic feet per minute of vacuum airflow created by the RoofTec Truck-mounted System. The recovered solution is then pumped for proper disposal in the facility's sewer system. This process eliminates the discharge of waste water to storm water systems.

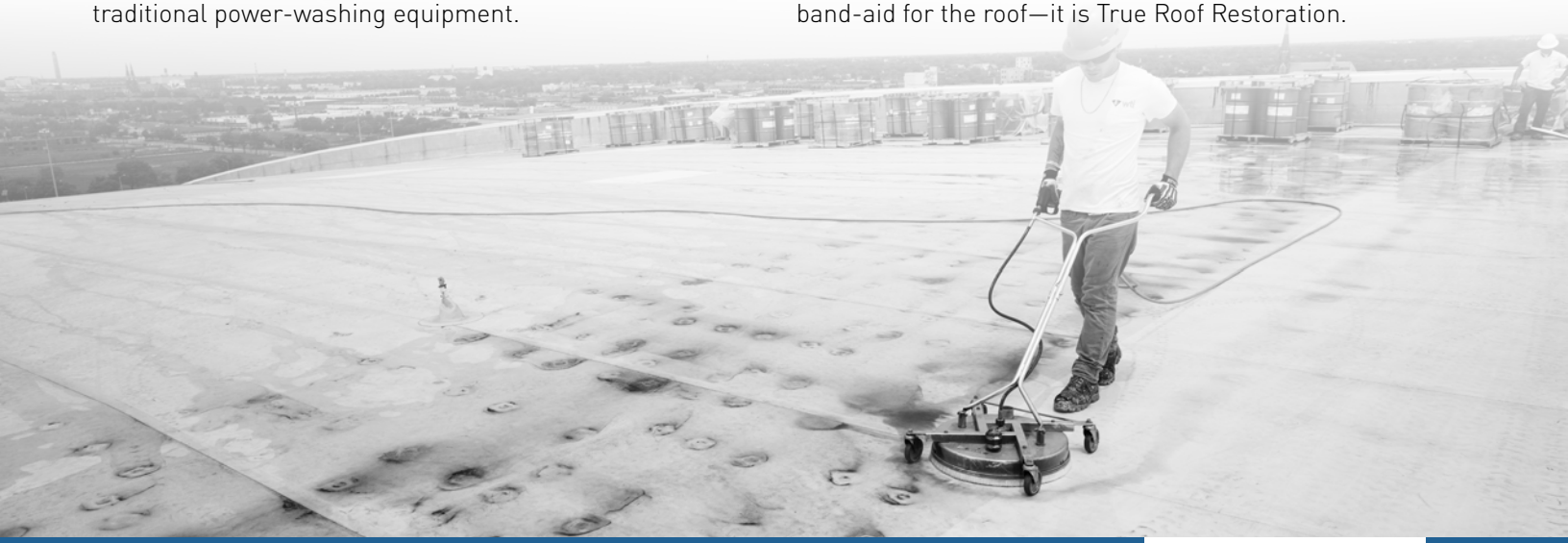
Because its cleaning process is so effective, the RoofTec System cleans up to 70% faster than traditional power washing – that means it takes significantly less water to achieve better cleaning. This time savings also reduces the fuel consumption versus what's required to run traditional power-washing equipment.

RoofTec Systems enclosed rotary head delivers high pressure solution at 2500 RPM while greatly reducing the risk of human error in the cleaning process. Solution is delivered at a continuous, steady rate so that high pressure solution is not stationary. Unlike traditional power washing that can cause damage to roofs, the RoofTec system is safe and non-damaging. Additionally, regular use of the RoofTec cleaning system may help preserve factory warranty requirements for the roofing material.

Dirty roofs cause decreased refraction of light/heat and thus heat is absorbed into roofing materials. This reduces the insulating values engineered into roofing systems. A clean roof is a more energy efficient roof – testing of material temperatures have shown surface temperatures on a clean roof are up to 30°F cooler.

Also, the RoofTec Truck-mounted System utilizes a single power source to economically provide heated water at high pressure and vacuum recovery. Other systems need as many as three engines to accomplish the same results.

Extending the life and performance of a roof is fiscally responsible and environmentally responsible. Every year millions of pounds of roofing materials are dumped in our landfills. Disposal is not only expensive, it is avoidable. RoofTec is True Roof Restoration, a preventive maintenance system which includes a warrantied coating system from industry leader Tremco that can add up to 20 years of warrantied life to a roofing installation. Recoating is not a band-aid for the roof—it is True Roof Restoration.



Nudura® ICFs are a proven method of providing you a better alternative to traditional building methods

Buildings today demand reliable, energy efficient and eco-friendly walls that provide superior performance to minimize energy costs, reduce carbon emissions and maximize property value. Structures made of Nudura® Insulated Concrete Forms (ICFs) offer superior strength, disaster resilience, sound and fire-resistance and energy efficiency. This is why the design community, developers, builders and contractors across the world continue to choose Nudura's ICFs and insulation products as a proven alternative to traditional building methods.

Nudura® products provide the freedom and versatility to design and build projects the way they are envisioned. Designing and building with Nudura gives you the opportunity to build faster with more design flexibility, while offering an eco-friendly structure with substantial benefits that contribute to long-term energy savings. When choosing Nudura ICFs you can rest assured you have chosen the best building solution available today.



High-performance building solutions that fit your business.

We understand the needs and demands that face builders, architects and developers. Our products provide solutions to match the needs of the professionals who install, design and develop projects from residential to commercial. Our Insulated Concrete Forms and insulation systems combine design flexibility, efficiency and performance to create the ultimate building envelope solutions.

Energy-efficient insulation

Confidently meet today's building code requirements while delivering an energy-efficient building with a full line of Nudura® insulation products. Make your projects stand out with a quality insulation solution that performs consistently throughout the seasons without compromising on comfort, performance and efficiency for your clients.

Build an energy-efficient structure with insulation that works. Nudura® offers a full range of Insulated Concrete Form products from our ICF Series which are manufactured with our installer in mind. Industry leading innovations get the walls up faster and easier. Our Integrated Series completes the building envelope, giving you the ability to completely insulate from footing to roof.

Most traditional insulation types can deliver only on R-Value. Nudura® takes R-Value to the next level. The ICFMA (Insulated Concrete Form Manufactures Association) Conducted testing with CLEB Laboratories to show that ICF walls can provide up to 58%* better energy savings. The thermal mass of concrete combined with EPS Insulation makes building perform better compared to traditional products. Learn more about the CLEB report at nudura.com/icf-performance.

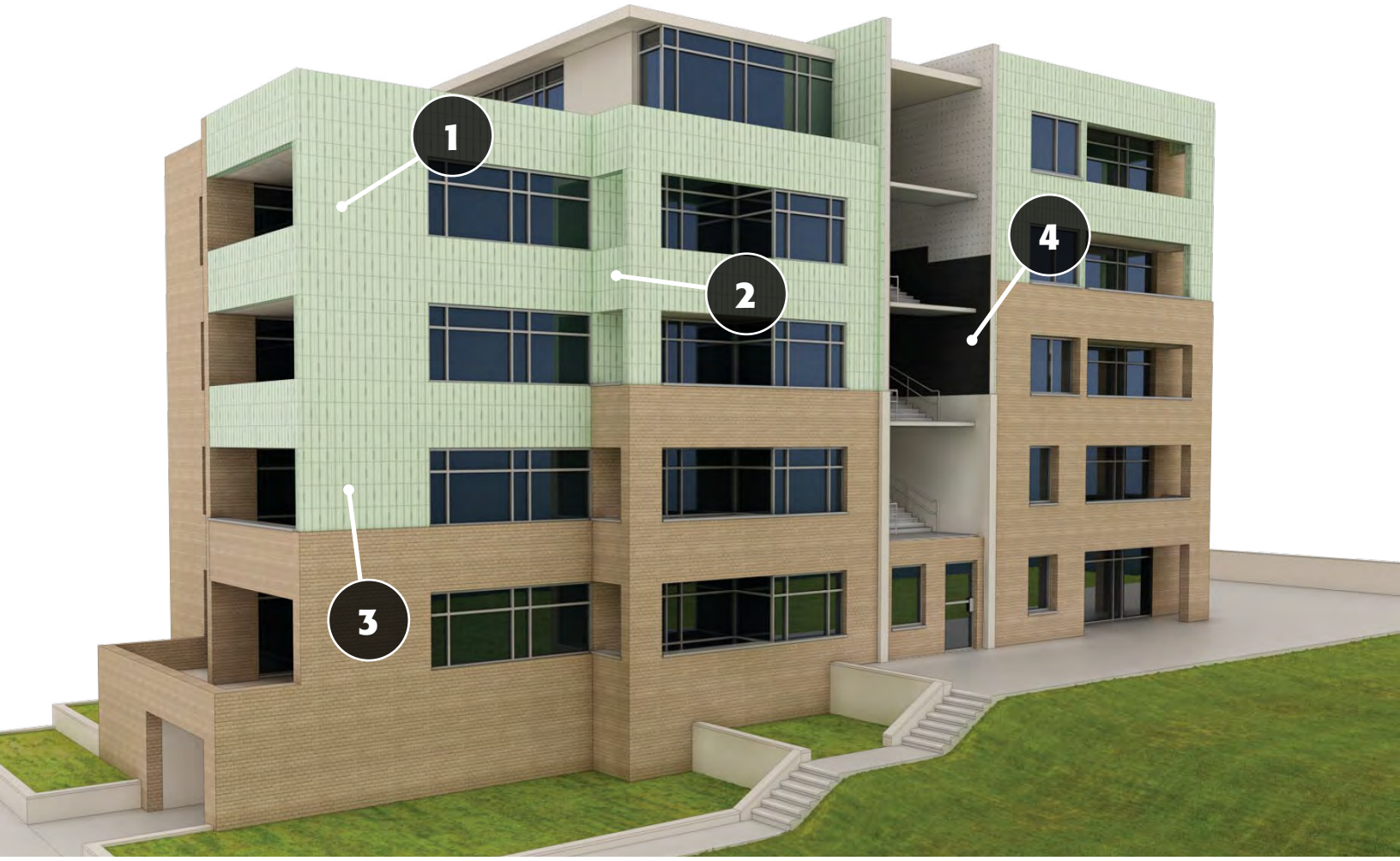
Sustainable Designs

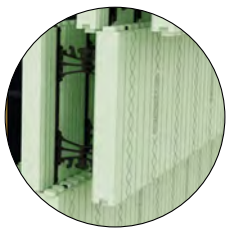
Nudura® helps bring sustainable designs and Insulated Concrete Forms together. Projects specifying Nudura ICFs provide much greater potential for saving valuable environmental resources, reducing energy consumption and $C0^2$ emissions, two major factors facing today's public agency buildings. From foundations to whole structures, Nudura® has a complete library of solutions for your building design needs.

*As proven by third party testing conducted by CLEB laboratories and the Insulating Concrete Forms Manufactures Association (ICFMA).



VALUE ADD
NUDURA—ANATOMY OF A BETTER BUILDING

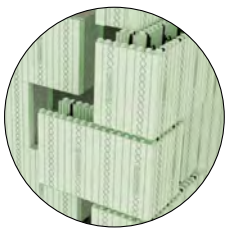




1

Nudura Standard Form

Nudura Standard Forms are 8' (96") in length, the largest standard block in the industry. Nudura's forms consists of two stay in place panels of Expanded Polystyrene (EPS) connected with our patented innovative hinged folding web.



2

Nudura 90° Form

The 90° form is fully reversible, eliminating the need for different right and left corners. Nudura also offers a 45° form, a radius, a taper top and all of the accessories needed to ensure the envelope of any structure can be built with Nudura.



3

Nudura Optimizer

With the Optimizer form it is easy to optimize the height of any wall. Designed to be used as a height adjuster at the top of the wall, the Optimizer allows the installer the ability to hit 17 different stack heights from 4' (1220 mm) to 12' (3600 mm).



4

Nudura One Series

The One Series is ideal for elevator shafts, stairwells and other areas that require non-combustible material.

VALUE ADD
DRYVIT—NEWBRICK

Dryvit, part of Tremco Construction Products Group, is the manufacturer of Outsulation® systems, a high performance cladding system for commercial and residential construction, which utilizes exterior continuous insulation (CI). It is available in a number of system configurations to meet any climate or building condition and numerous durable textures and colors to complete any architect's vision. More than 1 in every 11 commercial buildings in the United States features Dryvit products on the exterior.

Dryvit has led the EIFS industry for more than four decades because of its commitment to research and development. Dryvit consistently introduces new products and systems that keep it on the leading edge of the building industry. That spirit of innovation, coupled with a rigid adherence to the highest standards in manufacturing quality and consistency, has made the Dryvit brand the unquestioned leader in the EIFS industry.

Dryvit remains the only EIFS manufacturer to have all of its five North America production facilities ISO 9001:2015 and ISO 14001:2015 certified – the Gold standard for worldwide product consistency, quality and environmental stewardship. The proven energy efficiency and green characteristics of the Dryvit Outsulation® system make it ideal in buildings where the owner and architect are seeking LEED certification for the building.

There are three costs to consider when building today; the initial construction costs, the on-going operational costs, and the increasingly important environmental costs. By all three critical measures, Dryvit Outsulation systems represent the optimal cladding solution.

A lightweight insulated brick that matches the size, appearance and texture of clay, NewBrick® from Dryvit® is a higher-performing alternative to traditional clay brick veneers. More durable than traditional brick, NewBrick offers a superior cladding solution that reduces overall wall cost and accelerates the dry-in process.

NewBrick's light weight, strength, customizability, and ease of use make it a particularly appealing way to integrate the beauty and durability of brick into your next project. NewBrick's flexibility and energy efficiency are perfect for a wide range of applications.



A SUPERIOR WALL, FROM FOUNDATION TO FINISH

Air. Water. Vapor. Thermal.

As part of the total wall system, NewBrick can include all 4 barriers when used over a Dryvit® Outsulation® system under a complete single-source warranty.

Look past the per-thousand rate—NewBrick's advantages in labor and freight costs, job duration, tool/equipment requirements and critical path can mean over 25% savings in the true total installed cost.

A Whole Wall System

As part of the whole wall system, NewBrick can include all 4 barriers when used with a Dryvit Outsulation system with a single source install and whole wall warranty.

Faster Shell Dry-In

A quicker whole wall installation means earlier shell dry-in for your building, so interior work can begin up to ten weeks ahead of schedule.

Impact Resistant

NewBrick stands up to every-day impacts—passing a Gardner Impact test at 48 in/lb with barely a mark while traditional brick broke in half.

Eliminates Supports

By eliminating the cost—and labor—for anchors, bearing shelf angles, brick ties, mortar nets and AWRB penetrations, NewBrick's whole wall savings average $15-$17 / ft^2.

Lightweight

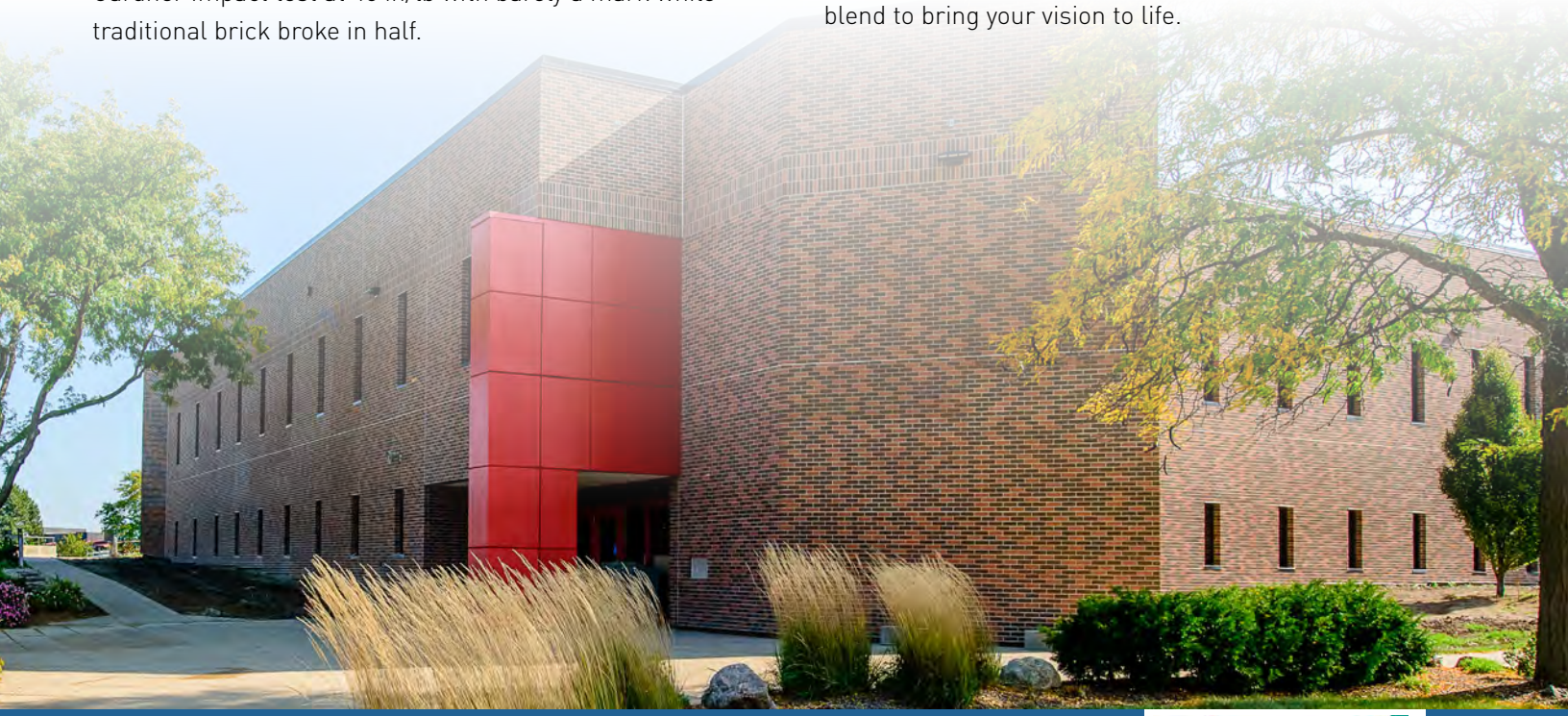
At a fraction the weight, NewBrick cuts freight costs significantly—and is easier to handle on site, eliminating the daily need for a telehandler and additional labor to move brick on the scaffold.

Safer Jobsites

NewBrick reduces exertion and the potential for injury to laborers, and also helps minimize jobsite mishaps and material waste.

Versatile Design Capability For Any Project

NewBrick is available in 16 standard colors. Custom colors and blends are available to tailor your project's specifications. Available in four standard blends, four textures, and three effects. Or, create your own custom blend to bring your vision to life.



VALUE ADD
DRYVIT—OUTSULATION, SUSTAINABLE SOLUSTIONS

Outsulation systems have been evaluated by the National Institute for Standards and Technology (NIST) and have less environmental impact than other common claddings. They can also contribute toward achieving LEED credits, depending upon project design and location.

Outsulation systems are more cost-effective throughout their lifecycle because the manufacturing process requires less energy than other common claddings, and the lightweight composition reduces fuel costs associated with transport. After application, Outsulation systems continue to keep heating and cooling costs low for the life of the building. Visit dryvit.com for more information.

Outsulation

- Intended for use in commercial construction or over masonry
- Insulation adhered directly to substrate
- Designed as a barrier system

Outsulation Plus MD System

- Qualifies for all construction types
- Incorporates a liquid applied, air and water resistive barrier
- Vertical adhesive beads facilitate moisture drainage
- Corrugated strip or track is incorporated at the wall base
- Passive drainage

Outsulation MD System

- Qualifies for all construction types
- Incorporates a liquid applied, air and water resistive barrier
- Grooved insulation board facilitates moisture drainage
- Vent track and vent assembly are incorporated at the base of the wall
- Engineered drainage

Outsulation HDCI™

- Provides a 20-year warranty on puncture resistance
- Incorporates a liquid-applied, air-and water-resistive barrier
- Corrugated strip or track is incorporated at the wall base
- Qualifies for commercial construction
- Provides a 20-year warranty on puncture resistance
- Passive drainage



VALUE ADD
DRYVIT—OUTSULATION, SUSTAINABLE SOLUSTIONS

Outsulation X™ System

- Features DOW® XNERGY™ Extruded Polystyrene (XPS) insulation board
- Incorporates a liquid-applied, air- and water-resistive barrier
- Vertical adhesive beads facilitate moisture drainage
- Drainage strip is incorporated at the base of the wall
- Qualifies for commercial construction
- Supplemental fasteners required
- Passive drainage

Outsulation LCMD System

- Qualifies for all construction types
- Mechanically fastened over sheet type water-resistive barriers (by others)
- Corrugated strip or track incorporated at the wall base
- Multiple drainage and attachment options available

Outsulation PE System

- Qualifies for all construction types
- Incorporates a liquid applied, air and water resistive barrier
- Closure blocks are configured to "compartmentalize" the wall for pressure equalization
- Vent track and vent assembly are incorporated at the base of the wall
- Engineered moisture drainage and pressure equalization

Outsulation RMD System

- Intended for residential, wood framed (one and two family) construction
- Can incorporate a liquid applied air- and water-resistive barrier or sheet membrane and drainage mat
- Drainage strips or track incorporated at the base of the wall
- Multiple drainage and attachment options available

Outsulation RMD System

- Outsulation MD Securock ExoAir 430
- Outsulation Plus MD Securock ExoAir 430
- Outsulation HDCI Securock ExoAir 430
- Outsulation PE Securock ExoAir 430
- Outsulation X Securock ExoAir 430



HOW IT WORKS

Outsulation systems typically consist of the following components, as determined by code and performance requirements.

DRYVIT/TREMCO APPROVED WATER-RESISTIVE BARRIER

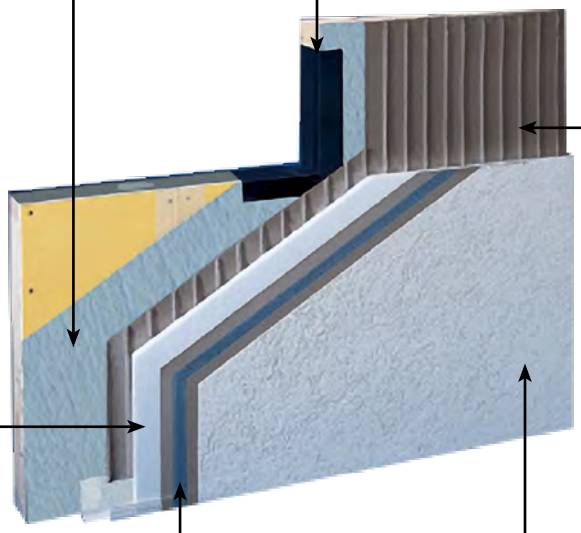
Seamlessly protects sheathing or substrate from incidental moisture and eliminates air infiltration

- Liquid-applied
- Continuous or monolithic
- Includes Backstop NTX®, Backstop NTX-VB, Securock® ExoAir® 430, ExoAir® 230

CONTINUOUS INSULATION

Absorbs expected building movement and enhances energy efficiency

- Eliminates thermal bridging in framed construction
- Meets CI requirements for all zones per ASHRAE 90.1-2010
- Available in both EPS (expanded polystyrene)and XPS (extruded polystyrene)
- Available in various thicknesses and can fully meet wall insulation requirements



BASE COAT AND REINFORCING MESH

Combine to provide the primary weather barrier and impact resistance

- Mesh embedded in base coat
- Various weights of mesh available, depending on impact resistance required

DRYVIT/TREMCO APPROVED FLASHING SYSTEM:

Seamlessly protects openings in the building envelope from moisture

- Includes AquaFlash® or Dymonic® 100

ADHESIVE / DRAINAGE MEDIUM

Vertical notches allow drainage of incidental moisture

- Adheres insulation board to the Air-and Water-Resistive Barrier\

FINISH COAT

Blend of 100 percent acrylic copolymers, natural aggregates and UV resistant pigments

- Easy to maintain
- Available in many textures and limitless color options
- Offer multiple aesthetic options
- Options for increased hydrophobicity, flexibility and mildew and fade resistance

SYSTEM OPTIONS

All Outsulation systems include adhesive, continuous insulation (CI), fiberglass mesh embedded in base coat, and finish, which are installed sequentially by a trained professional contractor as specified by the design team, and as required by code. Some Outsulation systems protect the underlying wall with an air- and water-resistive barrier under the CI, which maximizes the energy efficiency. Outsulation systems can be installed in either "barrier," "moisture drainage" or "pressure equalized" configurations, and these systems are engineered to perform in all climates and on all types of structures. On certain types of construction (high-rise) and in certain job conditions (cold weather), lift-in-place, prefabricated wall sections may provide certain benefits.

VALUE ADD
DRYVIT—MODULITE™ PREFABRICATED PANEL SYSTEMS

Whether you're building new or renovating, Modulite prefabricated panel systems offer unique advantages over traditional field-applied construction.

Since 1970, Dryvit has offered systems and technical support for the prefabrication space using all of the Dryvit products. Modulite panelization systems incorporate all the benefits of a Dryvit Outsulation® system—including continuous insulation (CI) and beautiful aesthetic finish options to meet any design need—all fully-tested to meet existing building codes and provide extraordinary energy efficiency. Modulite panelization systems also offer the most experienced and deepest team of partner fabricators in the industry.

Why build with Modulite Prefabricated Panes?

Faster Construction Time

In-plant fabrication can reduce production time, and speed up field application of exterior cladding systems, to reduce construction schedules.

Stronger and More Resilient

Our systems are designed for maximum durability, many with service lives far surpassing that of competing systems.

Cost-Effective for the Long Term

A broad range of products can fit most project budgets — but our energy-efficiency and maintenance solutions can also help you ensure cost-effective ownership and operation for the long term.



VALUE ADD
DRYVIT—MODULITE™ PREFABRICATED PANEL SYSTEMS

One Point of Contact

Our products and systems are backed by industry-leading warranties — all from a single point of contact. We can also help with everything from asset management to diagnostics to installer training.

Any Look You Want

A wide range of colors and finishes like brick, granite, metals, stucco and more provide maximum flexibility in your façade aesthetic.

Avoid Labor Shortage Problems

Pre-fabricated Dryvit panels can help address ongoing shortages in the skilled labor force—while simultaneously maximizing quality control.

Better Insulated

Industry-leading Outsulation® continuous insulation means efficient construction and operation, and will exceed strict energy codes for insulation.

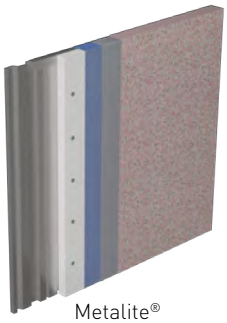
Leading Edge Sustainability

Our building solutions help you reduce waste, and meet green building standards like Net Zero, Living Building Challenge, Passive House and more.



Fedderlite® / Fedderlite® M

Prefabricated Exterior Wall Insulation and Finish Systems for Use over Solid Substrates

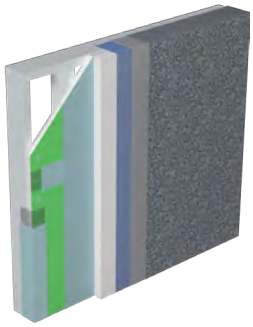


Metalite®

Prefabricated Panelization System Installed over a Proprietary Light-Gauge Metal Pan

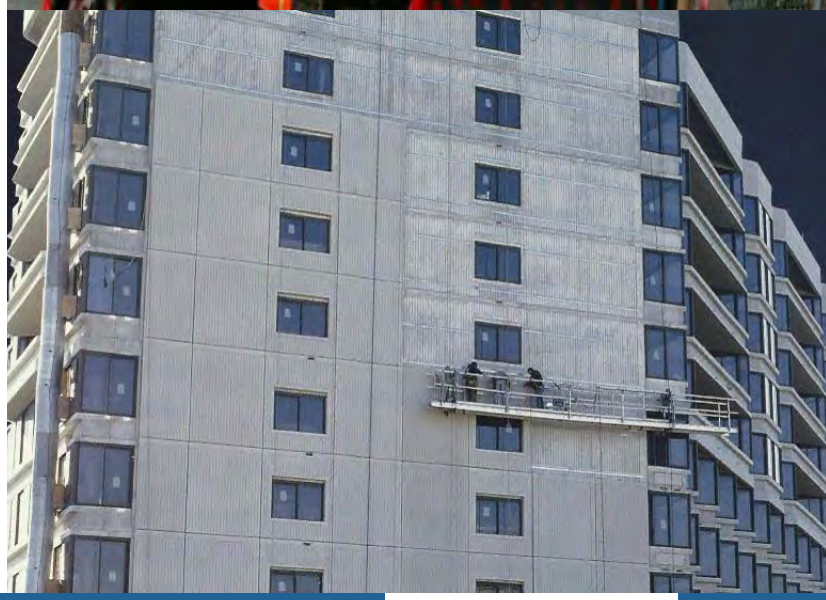
Outsulite® / Outsulite® Exoair® 430

Industry-Leading Panel Systems with Dryvit Outsulation and an Air/Water Resistive Barrier









VALUE ADD
PREBUCK—ENGINEERED FRAMING SYSTEMS

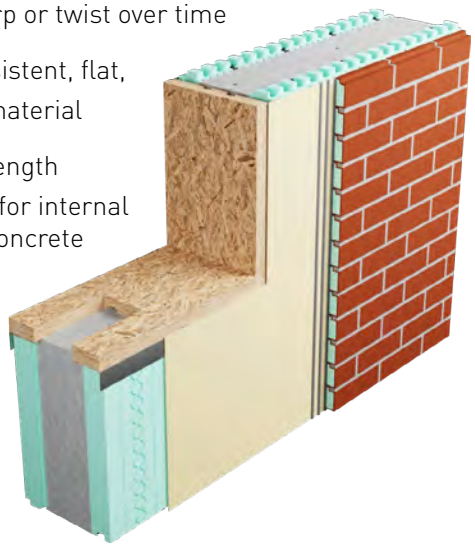
A new era has arrived. A construction revolution: strength and quality combined with speed and efficiency. Prebuck technology now offers the strongest, fastest, and smartest construction solutions available. Save time and money while building superior durability into every project.

Specifically designed for direct contact with concrete and non-corrosive to metals, Prebuck products feature TimberStrand Strandguard (LSL) engineered lumber treated with zinc borate for exceptional resistance to insects and decay. Prebuck products also feature MDI resin, the 100% waterproof bonding agent that turns to a durable plastic when cured.

Combine these quality components with Prebuck's advanced engineering and you're guaranteed the most efficient construction technology available today.

BENEFITS FOR RESIDENTIAL AND COMMERCIAL CONSTRUCTION

- Designed for direct contact with concrete
- Non corrosive to metals
- Resistant to insects and decay
- Will not delaminate, become spongy, or lose fastener holding strength when exposed in typical commercial construction.
- Will not cup, warp or twist over time
- Engineered consistent, flat, stable framing material
- LSL bending strength minimizes need for internal bracing before concrete pour







Parapet Cap

Prebuck engineered solutions for your parapet blocking allow the contractor to leverage the speed and efficiency of custom designed components. On new construction or renovations Prebuck solutions provides sustainable and dependable results to extend the life of your structure.

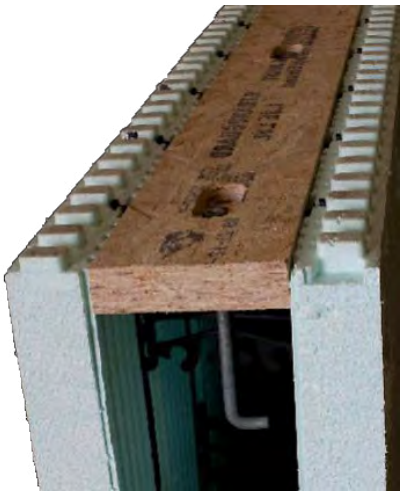
- Laser straight, will not curl, cup, or warp
- Can be installed by fewer employees saving labor costs
- Colored coded for easy placement
- Counter sunk holes to hide fasteners
- Customizable
- Designed for direct contact with concrete
- Insect and fungus resistant
- Environmentally friendly
- Contributes to LEED points



Window & Door Buck

Offers the contractor, owner and design community an engineered solution for punched openings. Produced with 1-½" (38 mm thick, treated Laminated Strand Lumber (LSL), Gives the rough frame of the opening stable support for glazing and finish components. A cast in place version integrates a dual keyway design to assure a secure interface from concrete to finishes.

- Self aligns on the wall for easy installation
- Will not delaminate, become spongy, or loosen fastener strength
- Colored coded for easy placement
- Will not curl, twist, cup, or warp
- Customizable
- Designed for direct contact with concrete
- Insect and fungus resistant
- Environmentally friendly
- Contributes to LEED points and NAHB Green Building Certified



Wet-Set Sill

Produced with 1 ½" (38 mm) thick, treated Laminated Strand Lumber (LSL) our sill solution is produced straight and stays straight. Our sill plate solution is designed to fit ICF wall widths and using our oblong countersunk holes lets the contractor set the sill plate the same day they pour the walls.

- LSL bending strength minimizes need for internal bracing before concrete poor
- Will not delaminate, become spongy, or loosen fastener strength
- Oblong countersunk opening
- Will not curl, twist, cup, or warp
- Designed for direct contact with concrete
- Non-corrosive to metals
- Insect and fungus resistant
- Environmentally friendly
- Contributes to LEED points and NAHB Green Building Certified

VALUE ADD
WILLSEAL—EXPANSION JOINT SYSTEMS

Willseal offers best-in-class pre-compressed and acrylic-impregnated foam products for horizontal and vertical joint applications. Tremco's industry-leading joint sealants, polyurethane-methacrylate technology, pre-formed extrusions and gun-grade foams.

With a wide variety of pre-compressed, acrylic-impregnated foams, pre-formed extrusions, monolithic Polyurethane Methacrylate and gun-grade foams, Willseal and Tremco have the ideal solution for any expansion joint or transition sealant project.

Whether you require traffic-grade horizontal, color-matched vertical, 2 to 3 hour fire-rated, seismic capabilities, waterproof, soundproof, dust-proof or airtight seals, you'll find a variety of options in the following pages.

All products, however, feature unmatched quality and durability, excellent +/- movement capabilities, and innovative, streamlined installations designed to help create safer, greener, high-performance structures. For over 110 combined years, our products have been continuously specified and installed on thousands of new construction and restoration projects worldwide.

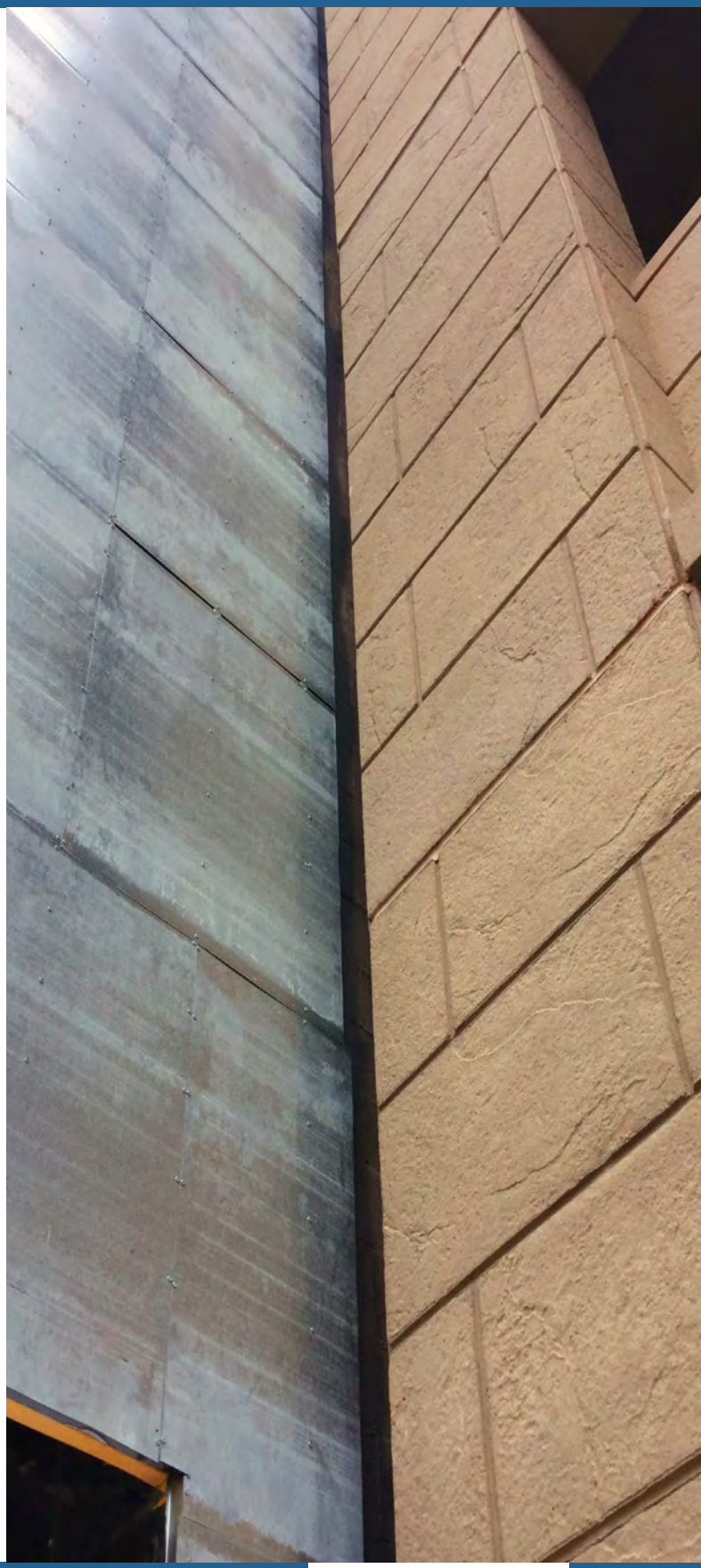
Willseal products are designed for maximum waterproofing, thermal, sound, and air-tightness to meet global passive housing standards and feature superior durability, excellent +/- movement capabilities, and streamlined installation.

MARKETS SERVED

- Commercial construction
- Industrial / manufacturing
- Educational and institutional
- Infrastructure and DOT
- Residential construction
- Stadiums and arenas
- Parking facilities
- Medical facilities
- Fire protection

JOINT APPLICATIONS:

- Traffic-grade horizontal joints
- Primary vertical joints
- Curtain walls, windows, & flashing
- Control, longitudinal and transverse joints
- Dryvit® and exterior panel system joints
- Pre-cast concrete & built-up walls
- Fire-rated joints
- Seismic, large & retrofit joints
- Below-grade applications



Stonhard, a subsidiary of our parent company RPM International, is the unprecedented leader in manufacturing and installing high performance floors. Joining form and function, our floors are the dependable go-to choice for tough manufacturing environments, while still honoring innovative design for commercial environments.

From specifications and design to final walkthrough, you work with us directly. For a century we've been delivering proven, single-source service, covering both your products and installation.

Stonhard is committed to manufacturing and installing quality, seamless products that protect, maintain and enhance industrial and commercial environments.

Quality From Start to Finish

With a century in business, Stonhard is the unprecedented leader in manufacturing and installing high performance epoxy and urethane floor, wall and lining systems.

Manufacture & Install

We work with you directly—formulating and installing long-term floor, wall and lining system solutions.

Perform & Protect

Chemical, slip, and stain resistant epoxy, urethane and MMA floors protect work environments from chemical attack, impact, abrasion, thermal cycling, along with daily wear and tear.

Define & Design

Market specific color collections, tailor-made logos, custom colors and textures that dignify great design.

Sustainability.

Green is nothing new for Stonhard. For over 30 years, Stonhard has been an innovator in sustainable products.

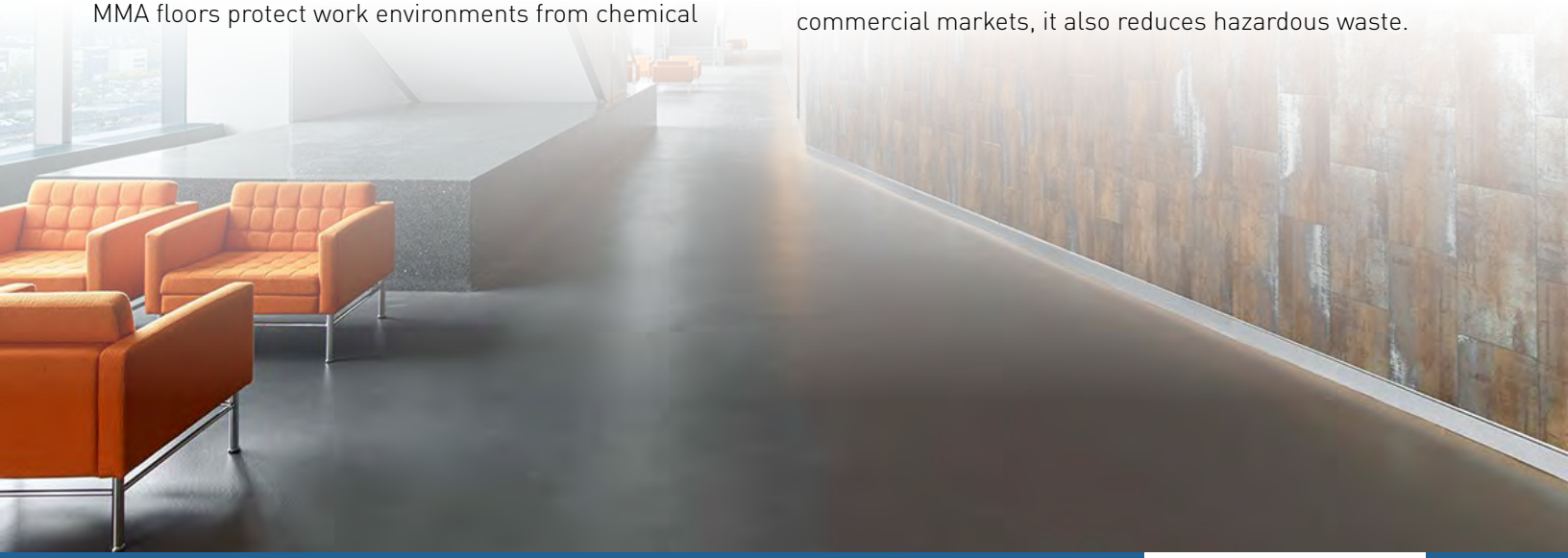
Since June of 2005, through recycling efforts, Stonhard has prevented 92.7% of all returned material, including discontinued and obsolete products from going into the waste stream. Stonhard's unique packaging prevents over 4.8 million one gallon pails and quart cans from being dumped into landfills annually.

OUR FACILITIES ARE GREEN

Stonhard has eliminated the use of chromic oxide (a chromium compound) as a green pigment in several Stonhard aggregate products, which has made these products environmentally friendly (non-hazardous).

NEW PRODUCT DEVELOPMENT

Over 90% of new product development and reformulation efforts have been geared to water-based urethanes or 100% solid epoxy-based chemistry. This effort not only provides safer floor and coating products to both industrial and commercial markets, it also reduces hazardous waste.



VALUE ADD
FLOWCRETE TREMFLOOR™ URETHANE CEMENT FLOORING

TREMfloor™ Urethane Cement: Anti-Microbial Cementitious Urethane Flooring

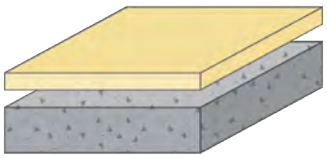
Proving that a building is able to meet a high standard of hygiene is essential in many sectors, especially contamination-sensitive settings such as the food and beverage, pharmaceutical and electronics industries.

TREMfloor™ is a leading line of Hazard Analysis and Critical Control Point (HACCP) International-certified, antimicrobial-treated cementitious urethane flooring systems for use in a wide variety of these, and other, applications.

The key aspects of TREMfloor that make it an ultra-hygienic flooring system include its seamless, impervious, highly durable nature combined with its ability to incorporate coving and stainless steel drainage. TREMfloor even includes the natural silver-ion based antibacterial agent Polygiene®, which has been proven to meet the ISO 22916 standard.

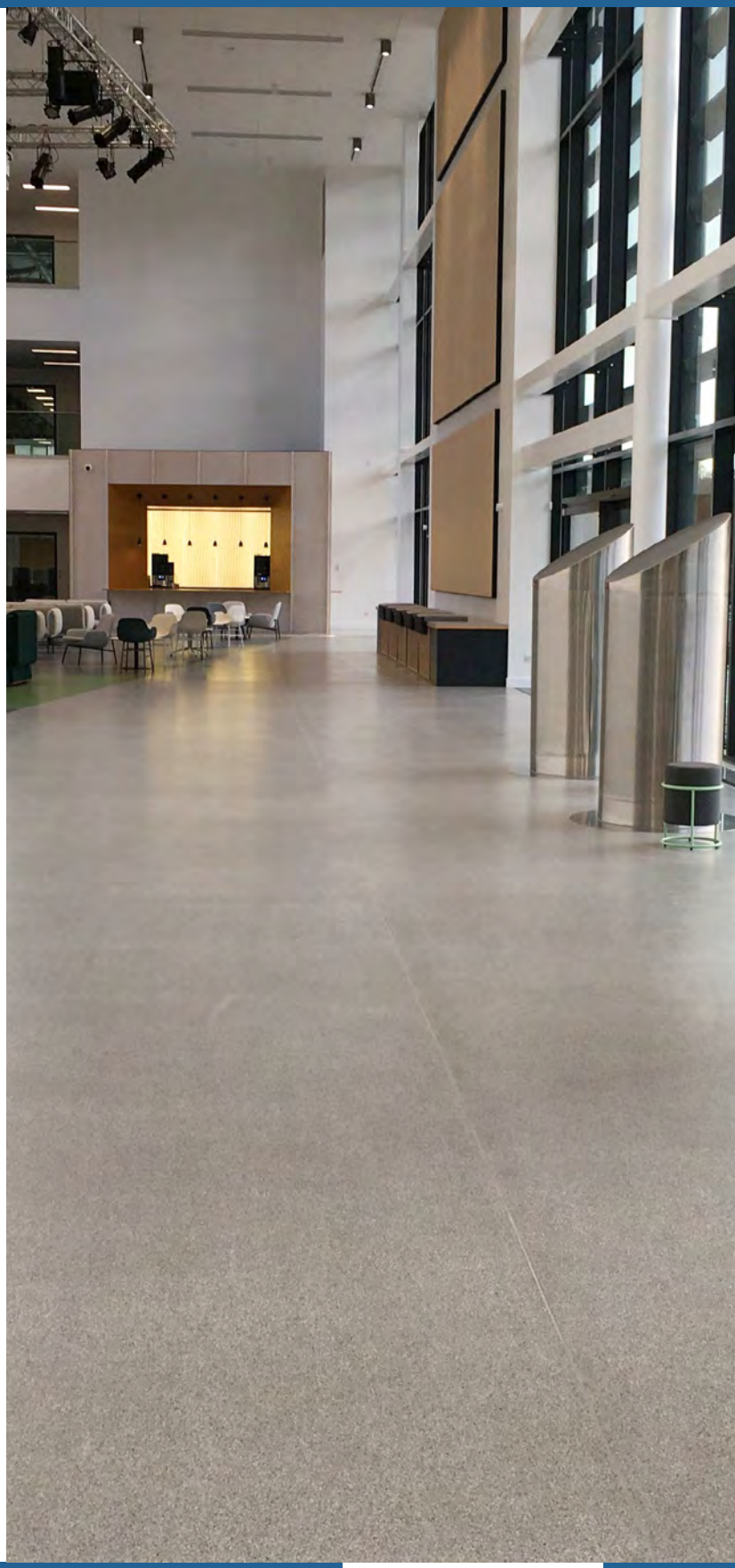
While initially designed for the food and beverage industry, many other sectors such as healthcare are turning to HACCP International-certified building materials, as they need systems that can create a highly-sanitary working environment, able to withstand difficult working conditions.

Products

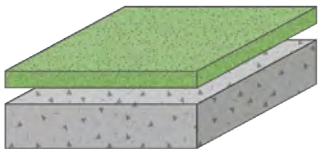


TREMfloor Urethane Cement HF (1/4")

A HACCP International certified urethane cement system with a textured semi-gloss finish, ideal for wet environments prone to spills.

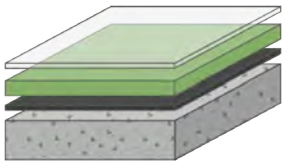


VALUE ADD
FLOWCRETE TREMFLOOR™ URETHANE CEMENT FLOORING



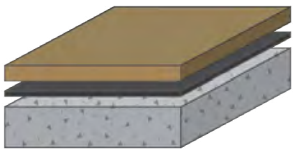
TREMfloor Urethane Cement RT (1/4")

A HACCP certified urethane cement system with a textured matte finish, ideal for areas where high performance is a requirement.



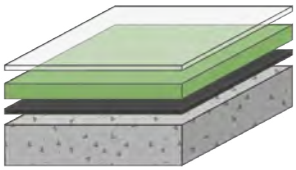
TREMfloor Urethane Cement SR (1/4")

A HACCP certified urethane cement system with a textured matte finish, ideal for wet areas.



TREMfloor Urethane Cement MF (3/16")

A HACCP International certified urethane cement system with a matte finish.



TREMfloor Urethane Cement SL (1/8")

A HACCP International certified urethane cement system with a smooth matte finish. Broadcast and seal for wet areas as well.

TREMfloor Urethane Cement Cove

A HACCP certified urethane cove mortar system, for any TREMfloor™ flooring system. Provides a seamless, hygienic transition between the floor and wall.



VALUE ADD
PUMA TECHNOLOGY SYSTEMS

Vulkem® EWS Traffic Coatings and TREMproof® Below-Grade Waterproofing Membranes with Tremco Polyurethane-Methacrylate (PUMA) Technology

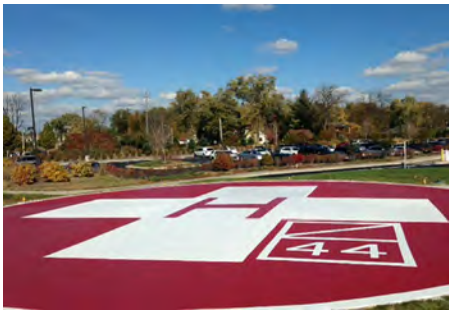
These systems feature superior durability and abrasion resistance, exceptional crack-bridging, tenacious adhesion and fast cure — opening to traffic in as little as one hour after installation. Tremco PUMA technology systems can be applied in temperatures as low as 14°F (-10°C).

- Tremco PUMA Primer - A methyl-methacrylate (MMA), two-component primer for porous and non-porous substrates.
- TREMprime® VB - A two-component, epoxy-based solvent-free vapor barrier primer for concrete surfaces.
- Tremco PUMA Initiator+ - A reactive catalyst in the form of a white powder used to cure all resins of Vulkem® EWS and TREMproof® PUMA.
- Tremco PUMA BC - A polyurethane-methacrylate (PUMA) base coat that bonds firmly to Tremco PUMA Primer and retains its integrity regardless of substrate movement up to 1/16". Available in self-leveling, roller, trowel and low-modulus grade.
- Tremco PUMA Flashing - A polyurethane-methacrylate (PUMA) base coat that bonds firmly to Tremco PUMA Primer, and is compatible with Tremco's TREMproof® 6100.
- Tremco PUMA WC - A polyurethane-methacrylate (PUMA) wear coat, loaded with aggregate to give the system excellent impact, abrasion and chemical resistance.
- Tremco PUMA Filler Powder - A non-reactive, white, filler powder used to thicken Tremco PUMA WC.
- 16 to 20 mesh silica sand, color quartz, aluminum oxide (bauxite) - Used in conjunction with PUMA Primer, PUMA WC and PUMA TC. (Supplied by others.)
- Tremco PUMA TC - A methyl-methacrylate (MMA) top coat that offers excellent abrasion resistance, UV stability and chemical resistance system. Available in variety of colors.

Components of Vulkem® EWS traffic coating systems, and TREMproof® PUMA below-grade waterproofing systems.







HELIPAD SYSTEM

Durable Solution with Custom Color Options

Vulkem EWS is an optimal solution for helipads. Vulkem EWS is a cold-applied, traffic deck coating system designed for waterproofing concrete slabs and protecting occupied areas underneath from water damage.



DECORATIVE WATERPROOFING SYSTEM

Aesthetically Appealing Solution with Extreme Durability

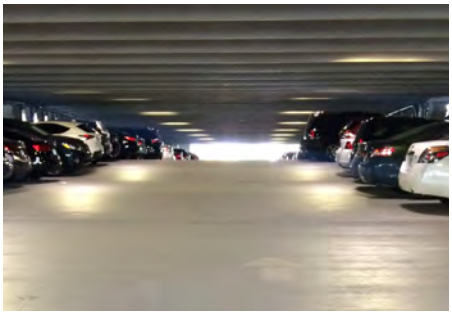
Ideal for pedestrian walkways, balconies, deck and plaza common areas—can match any aesthetic with a variety of UV-stable aggregate or chips.



PEDESTRIAN SYSTEM

Stadiums, Balconies and Pool Decks

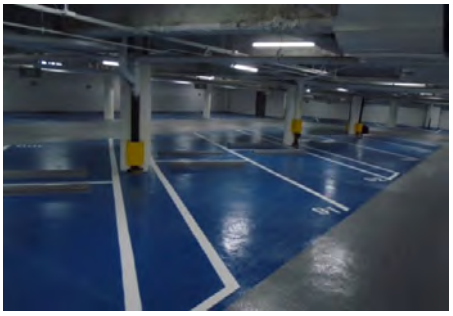
A cold-applied system ideal for stadiums, balconies and pool decks—protecting concrete below from the damaging effects of chloride, deicing salts, chemicals, gasoline, oils, anti freeze and more.



VEHICULAR SYSTEM

Parking Structures, High-Wear Turn and Drive Lanes, Helical Turns,

The ideal system for parking structures, high-wear turn and drive lanes, helical turns, ramps and ticket spitters. Protects from the damaging effects of chloride, deicing salts, chemicals, gasoline, oils and anti-freeze.



HYBRID SYSTEM: EWS

For Helical Turns, Ramps and Ticket Spitters

Our hybrid system incorporates Vulkem EWS for extreme-wear areas such as helical turns, ramps and ticket spitters — with Vulkem Polyurethane Vehicular Systems for drive lanes and parking stalls.



HYBRID SYSTEM: URETHANE

Vulkem Urethanes for Driving Lanes and Parking Stalls

Our hybrid system incorporates Vulkem EWS for extreme-wear areas such as helical turns, ramps and ticket spitters — with Vulkem Polyurethane Vehicular Systems for drive lanes and parking stalls.



THANK YOU

FOR THE OPPORTUNITY TO PROPOSE ON THIS PROJECT

3735 GREEN ROAD, BEACHWOOD, OH 44122
www.tremco.com

1485

Docusign Envelope ID: 53C3565D-5478-83E1-833E-D54B5E0531EE

REGION 4
EDUCATION SERVICE CENTER

May 20, 2026

Mr. Craig Nelson
cnelson@wtiservices.com
VP of WTI GC Strategy
Weatherproofing Technologies Inc.
3735 Green Rd.
Beachwood, OH 44122

Re: Renewal Award of Contract #R230404

Dear Mr. Nelson:

Per official action taken by the Board of Directors of Region 4 Education Service Center on April 28, 2026, Region 4 ESC is pleased to announce that Weatherproofing Technologies Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on June 27, 2023, and subsequent performance thereafter:

Contract

Roofing Products, Services and Job-Order Contracting (JOC) Services

The contract will expire on October 31, 2027, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Fred Flores, at (713) 554-0494 or fred.flores@omniapartners.com.

The partnership between Weatherproofing Technologies Inc., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

Signed by:
Enrique Kladis
184FDFD39CD840F...

Enrique Kladis, MBA, RSTBA
Director of Procurement Services

DS

DocuSign Envelope ID: FEABDA8D-E34D-4846-8488-C12228ED6400

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R180903, R200108, R220904 & R230404 for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, November 06, 2023

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/ Dealers** X Addition –

X – Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**

___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 11/9/2023 | 8:28 AM CST

☐ Denied Date

Region 4 ESC: DocuSigned by: Robert Zingelmann 0B1D33BB0130490...

Robert Zingelmann

DocuSign Envelope ID: E145CA60-2632-4DD7-9EB9-8E37976D2294

Request for Vendor Contract Update

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Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R180903, R200108, R220904 & R230404 for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, December 15, 2023

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

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X – Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**
___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

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Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 1/2/2024 | 7:39 AM CST

☐ Denied Date

Region 4 ESC: DocuSigned by: Jorgannie Carter 30EE15BFEF1C4C6...

DocuSign Envelope ID: 6C90E722-872A-44B5-B979-1F4A02F3887D

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Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R200108, R220904 & R230404 for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, May 20, 2024

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/ Dealers** X Addition –

X – Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**
___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

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Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 5/21/2024 | 10:03 PM CDT

☐ Denied Date

Region 4 ESC: DocuSigned by: A5A9F62707BB46B...
Adam Tabor

Docusign Envelope ID: A0EFEC56-0B61-4EF4-90D2-8E6029C7A183

Request for Vendor Contract Update

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Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R200108, R220904 & R230404 for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, July 15, 2024

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/ Dealers** X Addition –

X – Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**
___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 7/19/2024 | 2:42 PM CDT

☐ Denied Date

Region 4 ESC: DocuSigned by: A5A9F62707BB40B...

Docusign Envelope ID: 003119BC-9E93-4716-A091-E80378E40130

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R200108, R220904 & R230404 for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, Nov. 19, 2024

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/ Dealers** X Addition –

X – Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**
___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 11/25/2024 | 9:46 AM CST

☐ Denied Date

Region 4 ESC: Signed by: Adam Tabor A5A9F62707BB46B...

DS

Docusign Envelope ID: 839DC243-1BD1-4189-B848-D555C601F2C4

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R241608, R220904 & R230404 for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, April 7, 2025

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/ Dealers** X Addition –

X – Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**

___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 4/7/2025 | 2:13 PM CDT

☐ Denied Date

Region 4 ESC: Signed by: Adam Tabor A5A9F62707BB46B... DS

Adam Tabor Director, Procurement

Docusign Envelope ID: 01A869A8-EF6A-4F3F-BC2B-9E57BA7B0288

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R241608, R220904 & R230404 for Roofing, Job Order Contracting, and Exterior Services
Contract Title

on this date, **05.27.2025**

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/ Dealers** X Addition –

X – Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**

___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 5/28/2025 | 1:39 PM CDT

☐ Denied Date

Region 4 ESC: Signed by: Adam Tabor A5A9F62707BB46B... Adam Tabor

Dept. Director, Procurement

DS

Docusign Envelope ID: D1B5B3C0-492D-444A-8BA2-E5A2E48A4590

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R241608, R220904 & R230404 for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, **June 23, 2025**

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☒ **Authorized Distributors/ Dealers**
X Addition and Removal
X Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**
___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).
Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 6/24/2025 | 10:05 AM CDT

☐ Denied Date

Region 4 ESC: Signed by: Adam Tabor A5A9F62707BB40B... DS

Adam Tabor Dept. Director, Procurer

Docusign Envelope ID: 3454CE84-102D-4E8E-BEEC-A2327AA2B241

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R241608, R220904 & R230404 for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, **July 22, 2025**

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/ Dealers** X Addition –

X – Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**
___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 7/29/2025 | 2:57 PM CDT

☐ Denied Date

Region 4 ESC: Signed by: Adam Tabor A5A9F62707BB46B... DS

Adam Tabor

Dept. Director, Procurement

Docusign Envelope ID: 0940F8F0-BCE1-4A51-89D2-83AD93995252

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R230404 for Roofing Products, Services and Job-Order Contracting on this date June 24, 2025.
Contract Title

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/Dealers**
_____Addition
_____Deletion
_____Supporting Documentation

☒ **Price Update**
_____Supporting Documentation

☐ **Products/Services**
_____New Addition
_____Update Only
_____Supporting Documentation

☐ **Discontinued Products/Services**
_____ Supporting Documentation

☐ **States/Territories**
_____Supporting Documentation

☐ **Other**
___X__ Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Submitted By: Craig Nelson

Title: Vice President of WTI GC Strategy

Contact Number: 216-496-0209

Email Address: Cnelson@wtiservices.com

- Approved Date 8/18/2025 | 9:48 AM CDT
- Denied Date _____

Region 4 ESC: Signed by: Adam Tabor A5A9F02707BB40B...

DS CW

Docusign Envelope ID: 776BBA71-30BD-41BD-B091-142CBA128B75

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R241608, R220904 & R230404 for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, **November 13, 2025**

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/ Dealers** X Addition –

X – Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**
___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 11/14/2025 | 9:09 AM CST

☐ Denied Date

DS

Region 4 ESC: Signed by: Adam Tabor A5A9F62707BB46B... Adam Tabor

Dept. Director, Procurement adam.tabor@esc4.net

Docusign Envelope ID: D9EBB131-CE77-44AB-8E74-9E428B55F988

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract numbers: R241608, R220904, R230404, for Roofing, Job Order Contracting, and Exterior Services
Contract Title

on this date, 02.26.2026

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/ Dealers** X Addition –

X – Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**

___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 3/4/2026 | 1:40 PM CST

☐ Denied Date

DS

Region 4 ESC: Signed by: Enrique Kladis 184FDFD39CD840F...

Enrique Kladis Procurement Director

Docusign Envelope ID: EE0F94BC-02A0-8899-8133-9B0AAFD4B21A

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R241608, R220904, R230404, for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, 06.04.2026

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☒ **Authorized Distributors/ Dealers** X Addition –

X – Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**
___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 6/15/2026

☐ Denied Date

Region 4 ESC: Signed by: Enrique Kladis 184FDFD39CD840F... Enrique Kladis

Procurement Director

DS

Docusign Envelope ID: 7F7A9637-79DF-8214-823C-5860D8A0CBEF

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R241608, R220904, R230404, for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, 06.18.2026

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/ Dealers** X Addition –

X – Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**

___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 6/22/2026

☐ Denied Date

Region 4 ESC: Signed by: Enrique Kladis 184FDFD39CD840F... Enrique Kladis

Procurement Director

DS CW

Weatherproofing Technologies, Inc.
Contract #R230404, Roofing Products, Services and Job-Order-Contracting (JOC) Services

The City of New Smyrna Beach ("City") enters this "Piggyback" Contract with **Weatherproofing Technologies, 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 **Region 4 Education Service Center ("Region 4 ESC"),** said contract being identified as: Contract #R230404, Roofing Products, Services and Job-Order-Contracting (JOC) 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 Contract #R230404, Roofing Products, Services and Job-Order-Contracting (JOC) 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.

4. 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.

[SIGNATURE PAGE TO FOLLOW]

Weatherproofing Technologies, Inc.
Contract #R230404, Roofing Products, Services and Job-Order-Contracting (JOC) Services

Entered this 6th **day of** July **, 2026.**

Attest	**Weatherproofing Technologies, Inc.**
Sandy Shipley *Authorized Signature*	James McDonald/ss *Authorized Signature*
Sandy Shipley, Contract Analyst *Print Name and Title*	James McDonald, President *Print Name and Title*
Address: 3735 Green Road Beachwood, OH 44122	Address: 3735 Green Road, Beachwood, Ohio 44122-5705
Date: 7-6-2026	Date: 7/6/2026

ATTEST	**CITY OF NEW SMYRNA BEACH**
Sharon Taylor-Harding, 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, Esq, City Attorney

EXHIBIT "A"

[Attach original government contract and label it "Exhibit A"] – this blank page is not needed

Region 4 Education Service Center (ESC)

Contract # R230404

for

ROOFING PRODUCTS, SERVICES AND JOB-ORDER-CONTRACTING (JOC) SERVICES

with

Weatherproofing Technologies Inc.

Effective: November 1,2023

The following documents comprise the executed contract between the Region 4 Education Service Center and Weatherproofing Technologies Inc effective November 1, 2023:

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

CONTRACT

*This Contract ("**Contract**") is made as of November 1, 2023, by and between Weatherproofing Technologies Inc. ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Roofing Products, Services, & Job-Order-Contracting (JOC) Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 23-04 for Roofing Products, Services, & Job-Order-Contracting (JOC) Services ("the products and services") ("RFP"), to which Contractor provided a response ("**Proposal**"); and

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

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

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

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

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

1) Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers.

The National Cooperative Contractor Network roster lists the individual pre-qualified and In-Network contractors that are independently owned and part of this RFP response. This roster will be updated as new contractors enter the program who demonstrate competency in the stipulated criteria and that agree to the terms and conditions contained in this RFP. Contractors accepted in the Contractor Network Program will be sent to Region 4 ESC for approval prior to performing work for OMNIA Members.

Under the Contractor Network Method of Delivery, which is included in our response, the awarded In-Network contractor is the prime. All POs, invoices, payments, etc. will occur directly between the In-Network Contractor and the Participating Public Agency directly.

11) TERMINATION OF CONTRACT

a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

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

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

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. Proposals submitted to OMNIA Members prior to expiration or termination of the contract that lead to the issuance of a purchase order will survive the term of the agreement. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, and freight pricing will be provided on each proposal.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

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

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a

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

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

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

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name: Weatherproofing Technologies Inc.

Address: 3735 Green Rd.

City/State/Zip: Beachwood, OH 44122

Telephone No.: (216) 292-5064

Email Address: JKMilliken@tremcoinc.com

Printed Name: JK Milliken

Title: President

Authorized signature: JK Milliken/ss

Accepted by Region 4 ESC:

Contract No. R230404

Initial Contract Term 11/1/2023 to 10/31/2026

Carmen T Moreno
Region 4 ESC Authorized Board Member

10/24/2023
Date

Carmen T. Moreno
Print Name

LaVerie Wise
Region 4 ESC Authorized Board Member

10/24/2023
Date

LaVerie Wise
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

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

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

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

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

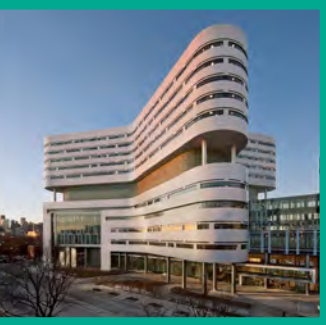
If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
APPENDIX A Page 44 Exhibit A PDF Page 60	Adding Authorized Distributors/Dealers	The National Cooperative Contractor Network roster lists the individual pre-qualified and In-Network contractors that are independently owned and part of this RFP response. This roster will be updated as new contractors enter the program who demonstrate competency in the stipulated criteria and that agree to the terms and conditions contained in this RFP. Contractors accepted in the Contractor Network Program will be sent to Region 4 ESC for approval prior to performing work for OMNIA Members. Under the Contractor Network Method of Delivery, which is included in our response, the awarded In-Network contractor is the prime. With this being said, all POs, invoices, payments, etc. will occur directly between the In-Network Contractor and the Participating Agency directly.	Accepted
APPENDIX A Page 43, 46	Term of agreement Survival Clause	Proposals submitted to OMNIA Members prior to expiration of termination of the contract that leads to the issuance of a purchase order will survive the term of the agreement.	Accepted

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
APPENDIX D Exhibit A PDF Page 60	1.1 Requirements	The RFP language states: All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually Under WTI's Contractor Network Method of Delivery, all transactions, purchase orders, invoices, payments etc., will occur directly between the In-Network Contractor and each Participating Public Agency individually.	Accepted
APPENDIX D Exhibit A PDF Page 62, 68	1.2 Marketing, Sales and Administrative Support 3.3 Marketing and Sales	The RFP language states: Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. While many public agencies value our OMNIA contracts there are many factors that go into securing a sale including how a public agency would like to procure our solutions, agency-specific contract preferences, agency procurement policy, and administrative and legislative procurement policy. WTI will aggressively promote this contract with the intent of producing sales under this contract; however, due to the speculative and unique nature of the services we provide, we do not have the ability to guarantee sales.	OMNIA Partners
APPENDIX D Exhibit A PDF Page 63, 64	1.5 Objectives of Cooperative Program 2.1 Corporate Commitment 2.3 Sales Commitment	The RFP language states: Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide Tremco corporate is committed to aggressively marketing the OMNIA contract to the public sector based on public agency contract preference and agency procurement policies, and administrative and legislative procurement policies.	OMNIA Partners
APPENDIX D Exhibit A PDF Page 64, 67	2.2 Pricing Commitment 3.3 Marketing and Sales	WTI will provide pricing which is comparable to other valued public sector customers or what is referred to in the marketplace as market competitive pricing. Given the many variances and unique conditions presented on each project, a lowest pricing or best government pricing is not reasonably achievable and we believe is more suited to commodity purchases that are very different from the unique solutions we provide given the many variances and site-specific conditions presented on each project. WTI is committed to offering and providing the best value at the best site-specific pricing available to every OMNIA Member.	OMNIA Partners
APPENDIX D Exhibit A PDF Page 69	3.3 Marketing and Sales	The RFP language states: The following options are available when responding to a solicitation for Products covered under the Master Agreement. There are many factors that go into how a public agency would like to procure our solutions which include traditional bidding of products and services. WTI will, if electing to respond to such solicitations, respond as we do in our normal course of our traditional business outside of our OMNIA contracts.	OMNIA Partners
APPENDIX A Page 46	Delivery	All deliveries shall be freight prepaid and freight pricing will be provided on each proposal.	Accepted

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
EXHIBIT F Page 90	Buy American Requirement	Tremco has maintained its headquarters in the greater Cleveland area since 1928. The vast majority of our roofing products are manufactured in our Cleveland-based roofing plant, although some products are manufactured at our Canadian plant or purchased for resale. We believe we are in an excellent position to fulfill the requirements of Buy American, however, note that deviations may be necessary depending upon the scope and product or system requirements of a particular project or OMNIA Member request.	Supplier will confirm on a case by case basis as required by Participating Public Agency.
Solicitation 23-04	Participating Agencies/ Members referenced throughout Solicitation 23-04	We request Region 4 ESC include other entities contracted to conduct business on behalf of a Participating Agency/Member, provided they follow the Participating Agency/Member's state and local procurement regulations and have authorization by the Participating Public Agency to utilize Region 4 ESC's Roofing Products, Services and Job-Order Contracting Services contract on behalf of Participating Public Agency. The reason we are requesting the inclusion of "other entities" as some public agencies prefer to contract out, or outsource, the oversight of their facilities and/or roofing and building envelope-related projects to third parties such as energy service companies (ESCOs), solar integrators, general contractors, and property-management companies. Adding the ability of these contracted parties to utilize the contract on a Participating Public Agency's behalf will result in the Participating Public Agency still obtaining the benefits of procuring roofing and building envelope solutions, and all value add under this contract.	Accepted
EXHIBT B Page 74	Terms & Conditions	The RFP language states: 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, along with an electronic copy to the email addresses listed below. WTI proposes that digital means of communication be accepted except for legal notices.	OMNIA Partners
RFP Page 42	Proposed Pricing Coefficient (s)	The RFP language states: Please provide Coefficients for products and services not listed in the provided line items for states that you are proposing to do work in. WTI has provided coefficients with the RS Means Construction Cost Index Catalog for all product and service offerings in all markets.	Accepted
APPENDIX D EHIBIT A Page 68	3.3 Marketing and Sales	The RFP language states: Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. WTI is unable to provide the list of top ten public agency customers as this information is privileged and confidential and we do not have permission from our customers to divulge it.	OMNIA Partners
RFP Page 40	Pricing tab	The line item descriptor was incorrect on Line Item 50 under Roof Services. It states: Special Rental Equipment (Priced based on 9.11.2 above) We corrected the verbiage to point to the right line item referenced: Special Rental Equipment (Based on RS Means line 48d)	Accepted

ROOFING PRODUCTS, SERVICES AND JOB-ORDER SERVICES PROPOSAL








POINT OF CONTACT

Weatherproofing Technologies, Inc.

Craig Nelson
VP WTI GC Strategy

216-496-0209
cnelson@wtiservices.com

SUBMITTED TO

OMNIA PARTNERS
REGION 4 EDUCATION SERVICE CENTER
for Roofing Products, Services and JOC Services

Solicitation Number 23-04

JUNE 27, 2023

This proposal includes data that shall not be disclosed outside OMNIA and their members and shall not be duplicated, used, or disclosed - in whole or in part - for any purposes other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the (customer) shall have the right to duplicate, use, or disclose that data to the extent provided in the resulting contract. This restriction does not limit the (customer's) right to use information contained in this data if it is obtained from another source without restriction. This data is also confidential information and trade secrets subject to 5 U.S.C. sec. 552(b)(4) and 18 U.S.C. sec. 1905.

TREMCO Construction Products Group | wti

WTI is part of Tremco Construction Products Group

COVER LETTER

6/23/2023

RE: Solicitation No. 23-04—Region 4 Education Service Center for Roofing Products, Services, and JOC Services

Weatherproofing Technologies Inc. ("WTI") and its affiliate Tremco CPG, Inc. (Tremco) are pleased to present our Region 4 ESC RFP Response. Our comprehensive response represents our approach and demonstrated success in providing the types of services requested in the RFP. We believe as evidenced from our many years of working under Region 4 ESC, OMNIA Partners contacts it is very clear we can provide the services and products required by OMNIA members. Managing facilities can be complex. Procuring comprehensive and cost effective solutions shouldn't be. Identifying the problem and defining the technical solution only solves part of the problem. OMNIA members want and need to procure high-quality, cost-effective, and comprehensive building envelope solutions without sacrificing transparency, which WTI can provide under the contract.

WTI brings 62 years of experience in delivering superior solutions to both basic and complicated exterior building, roofing, fall protection, parking garage, waterproofing, indoor air quality, HVAC restoration, paving, and flooring projects. While our affiliate company, Tremco, has been providing roofing and building envelope materials and services for more than 95 years.

Coupled with an extensive Tremco CPG portfolio, WTI and Tremco is the industry leader in providing roofing and building enclosure solutions. The Tremco portfolio includes Tremco Roofing and Building Maintenance, WTI, Tremco Commercial Sealants & Waterproofing, Dryvit Systems (insulated exterior finish system), Nudura (insulated concrete wall system), Prebuck LLC, (pre-engineered wall system), and Willseal (durable expansion joint systems). In tandem with WTI's full-service design build GC capabilities, these manufacturing resources, along with WTI Pure Air (HVAC analysis and restoration, disinfecting and sanitizing services), CanAm (building envelope sealing) and sister company, Stonhard (sustainable and high performance flooring) give OMNIA members a unique, single point of contact for all their building envelope, flooring and paving needs. In addition, WTI's National Cooperative Contractor Network provides OMNIA members with another way to compliantly procure solutions through a network of highly qualified, local, best-in-class pre-qualified contractors.

WTI, Tremco and our In-Network Contractors have provided cost-effective solutions to increase performance while reducing costs for numerous public agencies, many of which are OMNIA members, across North America, both large and small. This has resulted in many long term partnerships. This continues to be our goal and has been demonstrated through our long history with successfully performing on Region 4 ESC contracts since 2004.

In an effort to continue to provide the best value to OMNIA's membership, we have increased our material only discount, lowered our RS Means coefficient, and added additional value add line items to further enhance contract usability by OMNIA members nationwide. As part of our bid submission, we have provided bid bonds for the State of Texas and the State of Michigan in hard copy. The State of Texas bond is per the RFP requirements. The State of Michigan bond is provided to meet Michigan's bidding requirements.

Please feel free to contact us with any questions or comments. Thank you for consideration of our proposal submission.

Sincerely,

Craig A. Nelson
VP WTI GC Strategy
Weatherproofing Technologies Inc. and Tremco
216-496-0209 cnelson@wtiservices.com

The following web-links are provided to take you to valuable and helpful information and resources about our products and services, in depth information about our company where you can learn about our corporate governance and philosophy, as well as useful resources that can help you begin the process of restoring your buildings before your projects begin. We believe that the more our customers and project partners understand about our process, products, and services the more successful a project will be.

The images on the right are interactive hyperlinks, simply hover over the image and click. This will take you to our website so you can quickly find the information you need when you need it.

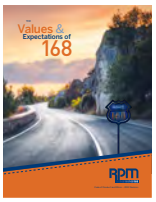
PRODUCT CATALOGUE SHEETS

Tremco Construction Products Group (CPG) has made 1000s of product sheets available for our customers. To make it easier for our customers to find information on specific products we have conveniently made them available on-line through our website.



COMPANY GOVERNANCE—THE VALUE OF 168 ONLINE

The Value of 168 is the corporate philosophy set forth by the company's founder Frank C. Sullivan. It is a unique form of corporate governance that signifies RPM's, WTI's parent company, enduring commitment to conduct business by doing the right things, the right way for the right reasons—on behalf of its associates, customers and shareholders.



WARRANTY INFORMATION—THE POWER OF ONE

One Building Envelope. One Warranty. One Powerful System Delivering Unmatched Protection for Your Building. Additional information on our Warranty program.



QUALITY CONTROL—ISO 9001:2015

Both Tremco CPG Inc. and WTI (Weatherproofing Technologies, Inc.) are ISO 9001:2015 certified organizations. This is the highest level of quality certification that can be achieved in this class. Press the hyperlink to learn more and get a copy of our certifications.

TREMCO QUALITY CONTROL CUSTOMER SATISFACTION PROGRAM

Tremco partnered with ASU to implement a quality control program that assists Tremco to better serve our customers by tracking and documenting the performance information of all the warranted projects. To learn more about the program and see our ***ASU Performance Summary*** press the hyperlink.



BUILDING SCIENCE LIBRARY

Open to the construction and design industry, our Building Science Laboratory in Cleveland, Ohio conducts full wall assembly testing for air and moisture infiltration, thermal conductivity, as well as building material compatibility. With safety and sustainability in mind, we push the limits of building envelope testing beyond industry standards to help ensure buildings withstand real-world environmental conditions.



BUILDING DESIGN VISUALIZER

Customize the look of your building or parking garage and explore the products to bring it to life with our on-line building design app. You can choose a preloaded scene or upload your own. Create an account to save and access previous projects.



OFF-SITE CONSTRUCTION

Build better buildings, faster with off-site construction. Tremco CPG offers a complete line of products for your building envelope. Don't Waste Time Sourcing Materials from Multiple Manufacturers. We have everything you need to construct a proven building envelope in a factory setting.



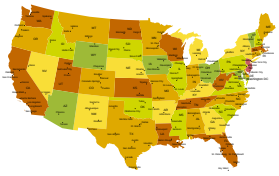
RESTORATION GUIDES FOR COMMON BUILDING EXTERIOR ISSUES

The web-link will take you to our library of guides that help you identify and resolve typical building issues. All our guides are downloadable for easy reference.



NEED TO FIND A REP

To find reps for your next project we offer a on-line find-your-rep app. Once you're on our site, just click on the state you would like to find a rep. Each name is interactive—providing you with contact information and their location.



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 23-04

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for
Roofing Products, Services and Job-Order0Contracting (JOC) Services

This Addendum No. 1 amends the Request for Proposals (RFP) for Roofing Products, Services and Job-Order-Contracting (JOC) Services ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Roofing Products, Services and Job-Order0Contracting (JOC) Services. Addendum No. 1 is hereby issued as follows:

This Addendum No. 1 is hereby issued to UPDATE THE SUBMITTAL DEADLINE

1. Page 1, Remove the submittal deadline and replace with the following:

SUBMITTAL DEADLINE: TUESDAY, JUNE 27, 2023, 2:00 PM CENTRAL TIME

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Weatherproofing Technologies, Inc.

Contact Person J.K. Milliken, President

Signature JK Milliken/ss

Date June 22, 2023

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

TAB 1 DRAFT CONTRACT AND OFFER AND CONTRACT SIGNATURE FORM (APPENDIX A) **8**

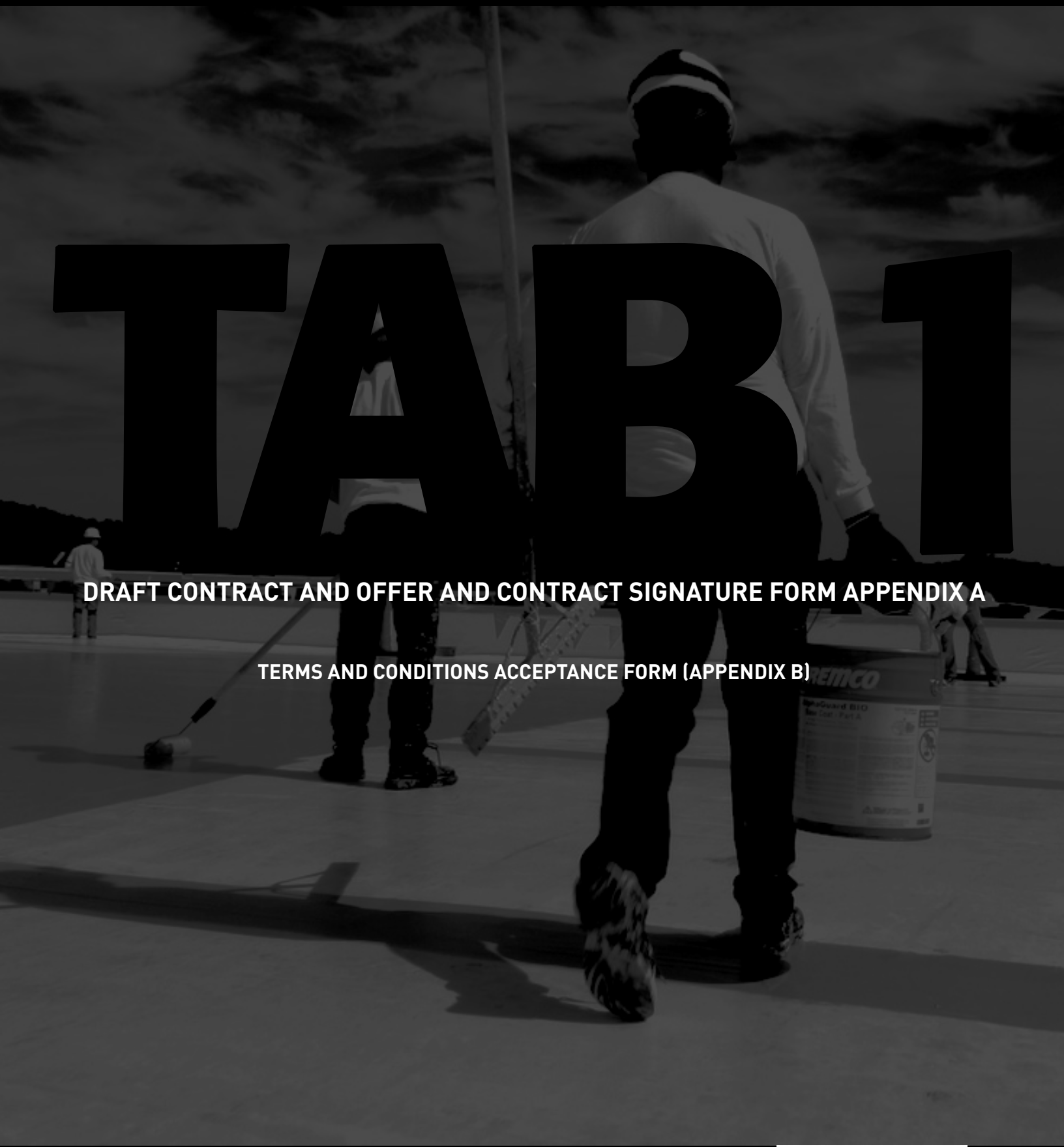
TAB 2 PRODUCTS/PRICING TAB AND PRICING COEFFICIENTS (Includes answers to section 2. a) **17**

TAB 3 PERFORMANCE CAPABILITY (Includes answers to section 2. b) **22**

TAB 4 QUALIFICATIONS AND EXPERIENCE (Includes answers to section 2. c) **137**

TAB 5 ADDITIONAL REQUIRED DOCUMENTS (APPENDIX C) (Includes answers to section 2. d) **166**

TAB 6 VALUE ADDED SERVICES **173**



TAB 1

DRAFT CONTRACT AND OFFER AND CONTRACT SIGNATURE FORM APPENDIX A

TERMS AND CONDITIONS ACCEPTANCE FORM (APPENDIX B)

APPENDIX A

DRAFT CONTRACT

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

RECITALS

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

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

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

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

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

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

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

   The anticipated full term of the contract is five (5) years. The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years.

Any job orders, project agreements or maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period.

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

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

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

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

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

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a

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

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

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

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OFFER AND CONTRACT SIGNATURE FORM

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

Company Name	Weatherproofing Technologies Inc.
Address	3735 Green Rd.
City/State/Zip	Beachwood, OH 44122
Telephone No.	(216) 292-5064
Email Address	JKMilliken@tremcoinc.com
Printed Name	JK Milliken
Title	President
Authorized signature	JK Milliken/ss

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

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

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

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
APPENDIX A Page 44 Exhibit A PDF Page 60	Adding Authorized Distributors/Dealers	The National Cooperative Contractor Network roster lists the individual pre-qualified and In-Network contractors that are independently owned and part of this RFP response. This roster will be updated as new contractors enter the program who demonstrate competency in the stipulated criteria and that agree to the terms and conditions contained in this RFP. Contractors accepted in the Contractor Network Program will be sent to Region 4 ESC for approval prior to performing work for OMNIA Members. Under the Contractor Network Method of Delivery, which is included in our response, the awarded In-Network contractor is the prime. With this being said, all POs, invoices, payments, etc. will occur directly between the In-Network Contractor and the Participating Agency directly.	Accepted
APPENDIX A Page 43, 46	Term of agreement Survival Clause	Proposals submitted to OMNIA Members prior to expiration of termination of the contract that leads to the issuance of a purchase order will survive the term of the agreement.	Accepted

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
APPENDIX D Exhibit A PDF Page 60	1.1 Requirements	The RFP language states: All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually Under WTI's Contractor Network Method of Delivery, all transactions, purchase orders, invoices, payments etc., will occur directly between the In-Network Contractor and each Participating Public Agency individually.	Accepted
APPENDIX D Exhibit A PDF Page 62, 68	1.2 Marketing, Sales and Administrative Support 3.3 Marketing and Sales	The RFP language states: Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. While many public agencies value our OMNIA contracts there are many factors that go into securing a sale including how a public agency would like to procure our solutions, agency-specific contract preferences, agency procurement policy, and administrative and legislative procurement policy. WTI will aggressively promote this contract with the intent of producing sales under this contract; however, due to the speculative and unique nature of the services we provide, we do not have the ability to guarantee sales.	OMNIA Partners
APPENDIX D Exhibit A PDF Page 63, 64	1.5 Objectives of Cooperative Program 2.1 Corporate Commitment 2.3 Sales Commitment	The RFP language states: Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide Tremco corporate is committed to aggressively marketing the OMNIA contract to the public sector based on public agency contract preference and agency procurement policies, and administrative and legislative procurement policies.	OMNIA Partners
APPENDIX D Exhibit A PDF Page 64, 67	2.2 Pricing Commitment 3.3 Marketing and Sales	WTI will provide pricing which is comparable to other valued public sector customers or what is referred to in the marketplace as market competitive pricing. Given the many variances and unique conditions presented on each project, a lowest pricing or best government pricing is not reasonably achievable and we believe is more suited to commodity purchases that are very different from the unique solutions we provide given the many variances and site-specific conditions presented on each project. WTI is committed to offering and providing the best value at the best site-specific pricing available to every OMNIA Member.	OMNIA Partners
APPENDIX D Exhibit A PDF Page 69	3.3 Marketing and Sales	The RFP language states: The following options are available when responding to a solicitation for Products covered under the Master Agreement. There are many factors that go into how a public agency would like to procure our solutions which include traditional bidding of products and services. WTI will, if electing to respond to such solicitations, respond as we do in our normal course of our traditional business outside of our OMNIA contracts.	OMNIA Partners
APPENDIX A Page 46	Delivery	All deliveries shall be freight prepaid and freight pricing will be provided on each proposal.	Accepted

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
EXHIBIT F Page 90	Buy American Requirement	Tremco has maintained its headquarters in the greater Cleveland area since 1928. The vast majority of our roofing products are manufactured in our Cleveland-based roofing plant, although some products are manufactured at our Canadian plant or purchased for resale. We believe we are in an excellent position to fulfill the requirements of Buy American, however, note that deviations may be necessary depending upon the scope and product or system requirements of a particular project or OMNIA Member request.	Supplier will confirm on a case by case basis as required by Participating Public Agency.
Solicitation 23-04	Participating Agencies/ Members referenced throughout Solicitation 23-04	We request Region 4 ESC include other entities contracted to conduct business on behalf of a Participating Agency/Member, provided they follow the Participating Agency/Member's state and local procurement regulations and have authorization by the Participating Public Agency to utilize Region 4 ESC's Roofing Products, Services and Job-Order Contracting Services contract on behalf of Participating Public Agency. The reason we are requesting the inclusion of "other entities" as some public agencies prefer to contract out, or outsource, the oversight of their facilities and/or roofing and building envelope-related projects to third parties such as energy service companies (ESCOs), solar integrators, general contractors, and property-management companies. Adding the ability of these contracted parties to utilize the contract on a Participating Public Agency's behalf will result in the Participating Public Agency still obtaining the benefits of procuring roofing and building envelope solutions, and all value add under this contract.	Accepted
EXHIBT B Page 74	Terms & Conditions	The RFP language states: 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, along with an electronic copy to the email addresses listed below. WTI proposes that digital means of communication be accepted except for legal notices.	OMNIA Partners
RFP Page 42	Proposed Pricing Coefficient (s)	The RFP language states: Please provide Coefficients for products and services not listed in the provided line items for states that you are proposing to do work in. WTI has provided coefficients with the RS Means Construction Cost Index Catalog for all product and service offerings in all markets.	Accepted
APPENDIX D EHIBIT A Page 68	3.3 Marketing and Sales	The RFP language states: Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. WTI is unable to provide the list of top ten public agency customers as this information is privileged and confidential and we do not have permission from our customers to divulge it.	OMNIA Partners
RFP Page 40	Pricing tab	The line item descriptor was incorrect on Line Item 50 under Roof Services. It states: Special Rental Equipment (Priced based on 9.11.2 above) We corrected the verbiage to point to the right line item referenced: Special Rental Equipment (Based on RS Means line 48d)	Accepted



TAB 2

PRODUCTS/PRICING TAB AND PRICING COEFFICIENTS

INCLUDES ANSWERS TO SECTION 2.a

PRODUCTS/PRICING TAB AND PRICING COEFFICIENTS

i. Discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum the Awarded Offeror must hold the proposed price list firm for the first 12 months after the contract award. Offerors may elect to limit their proposals to any category or categories. Services such as installation, delivery, technical support, training, and other services must be priced or listed as free in order to be offered on the contract. Unlisted services will not be accepted.

WTI is offering our full line of products and services under this contract. Tremco's current price book is offered with a [redacted] discount. This [redacted] discount will remain firm throughout an awarded contract. However, depending on market conditions as we have seen over the last several years with unexpected supply chain and labor issues, this pricing may need to be adjusted periodically. Any change in pricing will be supported by economic price adjustment justification. WTI is also offering full turnkey solutions with pricing provided in the line-item pricing format along with additional value-added line items and individual state coefficients. In addition, pricing will be supplemented by the most current on line RS Means Construction Cost Data utilizing the coefficient for each state. The proposed coefficients will remain the same for the first 12 months of the contract.

WTI is proposing for all states a discount coefficient for standard hours of [redacted] and for non-standard hours a positive coefficient of [redacted]. The markup percentage on non-pre-priced items is [redacted].

ii. Offerors shall complete and provide pricing and pricing coefficients in the Pricing Tab attached herein.

WTI has completed the line-item pricing and provided a coefficient for each state beginning on the following pages. The proposed coefficients will remain the same for the first 12 months of the contract.

Full copies of the following pricing is available to OMNIA Members upon request.

- Line-item Pricing, including Value-Add Line Items and State Multipliers
- Coefficients with the RS Means Construction Cost Index Catalog for all deliverables and in all markets
- Tremco Material Price Book



TREMCO™

Roofing & Building Maintenance

U.S. Roofing

OMNIA Price List

Dated: November 1, 2023

Discount Information

Manufacturer	Type of Products	Discount off MSRP	Shipping	Warranty Period**
Tremco	All Tremco Materials * Excluding Materials listed below			
	Metal *			
	Insulation *			
	Fastener*			
	Vegetative Roofing *			
	Specialty Aggregate *			
	Safety Systems *			

** Additional warranties over 20 years available

http://tremcoroofing.com/products/product-technical-documents/

Tremco Incorporated - All Rights Reserved

iii. Is pricing available for all products and services?

Yes. Tremco's material price book, the completed line-item pricing and the ability to use RS Means will be used to produce pricing for all roofing, building envelope and JOC projects.

iv. Provide pricing for warranties on all products and services.

Projects performed under the contract, will all receive WTI's standard two-year installation/labor warranty, exceeding the minimum standard one-year labor warranty, with the exception of Stonhard projects which will receive the standard one-year warranty. Standard warranties are included in the cost for each project. In addition, we offer a wide range of additional warranties, samples of which are included in Tab 6—Value Add. Pricing for any additional or optional warranties will be on based on the products and services selected for each specific project and will be provided upon request utilizing the RS Means Construction Cost Data.

v. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large projects, single ship to location, growth, annual spend, guaranteed quantity, etc.

WTI is committed to offering and providing the best value at the best site-specific pricing based on any economic benefits obtainable per each site-specific project. Based on this, pricing may be lower than submitted under this contract.

vi. Describe how customers verify they are receiving Contract pricing.

All pricing will be based upon the design and complexity of the individual project scope. The practices used to develop the pricing will be consistently applied for each project and fully transparent to OMNIA members.

WTI will utilize product pricing and line item pricing approved and in effect under the contract at the time of proposal creation. The customer can verify this directly with WTI or contact OMNIA for verification. RS Means pricing will utilize the most recent online version of RS Means Construction Cost Data (including any city cost index adjustments) utilizing the coefficients submitted with this response. All RS Means proposals or line-item proposal containing RS Means, will be provided in the output format available by the online version of RS Means which details the items used to perform the required scope of work.

vii. Describe payment methods offered.

The method of payments that WTI accepts are credit cards, ACH, or check.

viii. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

Our [redacted] discount on material only orders will remain constant throughout the term of the contract.

ix. Describe how future product introductions will be priced and align with Contract pricing proposed.

All new product introductions will align with Tremco's pricing policies and will match the discount structure as submitted herein. In addition, WTI will also use the current online RS Means Construction Cost Data if necessary to price new products and service offerings. In the rare event that a product is not covered by RS Means, source pricing will be requested from the vendor and the non-pre-priced item mark-up will be applied.

x. Quality Assurance/Quality Control Program - Offeror shall submit a QA/QC plan within with their submittal. This plan shall detail the day-to-day surveillance of work and provide documentation of deficiencies and corrective actions. It should note subcontractor compliance issues and trend analysis and how inspectors will interface and work with both the subcontractors and the Participating Public Agency's staff.

WTI's full Quality Control Management Program is available to OMNIA members upon request.



wti

Quality Management/ Control Program

This document includes data that shall not be disclosed and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this response. Copyright © 2020 Weatherproofing Technologies, Inc.

xi. Provide any additional information relevant to this section.

Special Offers/Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

WTI will offer special offers/promotions if available.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

WTI confirms that our pricing is submitted as not to exceed pricing. The pricing submitted is the guaranteed maximum pricing. Given the many variances and unique conditions presented on each project, WTI is committed to offering and providing the best value at the best site-specific pricing based on any economic benefits obtainable per each site-specific project. Based on this, pricing may be lower than submitted under this contract.

Federal Funding Pricing. Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

WTI has extensive experience performing on federally funded projects while complying with federal requirements, including FEMA Special Conditions. Our proposed pricing does not include cost plus, a percentage of cost, or pricing based on time and materials for federally funded projects. All pricing is based on the pricing submitted under this contract as well as RS Means Construction Cost Data.



TAB 3

PERFORMANCE CAPABILITY

OMNIA PARTNERS DOCUMENTS

INCLUDES ANSWERS TO SECTION 2.b

i. **Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.**

WTI's detailed response to question i. is outlined throughout this section. Regarding volume tracking and reporting, WTI currently tracks all OMNIA projects per contract and will continue to do so in the same manner if awarded a new contract. WTI will provide OMNIA with a separate electronic accounting report for this contract monthly in the format prescribed by OMNIA in the "Contract Sales Report" by the 10th of the following month.

APPENDIX D, EXHIBIT A, SECTION 3.1

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

NEARLY A CENTURY OF SERVICE

Weatherproofing Technologies, Inc. (WTI), established in 1962, along with its affiliated company, Tremco, established in 1928, offers a comprehensive inventory of roofing assessment, leak prevention, building envelope services and products, and general contracting (GC) services. WTI and Tremco, part of Tremco Construction Products Group has annual sales of over [redacted] owns and operates [redacted] manufacturing plants with over [redacted] employees worldwide. Our parent company, RPM International, a Fortune 500 company and a world leader in specialty coatings serves both industrial and consumer markets. RPM, founded in 1947, owns over two dozen operating companies manufacturing popular brand products such as Rust-Oleum®, Carboline®, DAP®, Dryvit®, and Zinsser®. RPM International maintains more than 11,000 employees worldwide, generating over $7 billion in annual sales.



PERFORMANCE CAPABILITY

WTI and Tremco represents one of the largest organizations in the building envelope industry with nearly [redacted] field advisors, [redacted] technical personnel, and more than [redacted] certified subcontractors. Domestically, these resources combine to provide industry leading products and services to customers throughout the United States and Canada. WTI and Tremco personnel are amongst the most highly trained and experienced in the nation.

ISO 9001:2015 & 14001:2015 CERTIFIED

WTI, along with its affiliated company Tremco, is ISO 9001:2015 and 14001:2015 certified and was the first building envelope service company in the industry to attain this quality certification. ISO certification helps to continually improve our systems and approach to building envelope concerns and is the standard to which we have committed for our customers.

Specific and Relevant Experience Overview

WTI has an outstanding history of performing on cooperative contracts and JOC projects. We understand the intricacies of managing multiple, simultaneous projects as evidenced by our typical schedule of performing up to [redacted] projects concurrently throughout the United States. In the past five years alone, we have managed anywhere from [redacted] to [redacted] subcontractors throughout the performance of simultaneous projects on many JOC-type contracts. Many of our JOC-type contracts span the entire US, giving us additional experience coordinating large, complex contracts with various end-users.

To that end, we maintain a staff of customer service and marketing professionals who have the experience and relationships to educate participating agencies on the advantages of this contract. We have the knowledge, technical expertise, and personnel necessary to complete simultaneous projects throughout the United States.

Additionally, we offer relevant experience and extensive knowledge on Region 4 ESC contracts, benefiting OMNIA members with competitive pricing, reduced response times, familiarity with local building codes and regulations,



PERFORMANCE CAPABILITY

and familiarity with many current OMNIA members. Further, we have the depth and breadth of resources necessary to effectively market and perform projects for school districts, colleges, universities, cities, counties, and other government entities anywhere in the U.S.

WTI's resources ensure that OMNIA members have the flexibility to select the services that meet their project needs with the assurance that all our products and services are of highest quality and competitively priced. OMNIA members can also be assured, since Tremco is the manufacturer we have the ability to meet OMNIA members required project deadlines. Our experience and resources allow us to be very adept at working around and through any supply chain issues that may crop up through the course of the contract.

WTI has a unique familiarity working with Region 4 ESC that demonstrates our overall ability to provide on-time, quality projects. To date, we have successfully been awarded and/or performed ten contracts for Region 4 ESC. We will capitalize on our experience, resources, and relationships to provide Region 4 ESC and OMNIA members with the same superior level of products and services expected from WTI during the past 18 years.

WTI has a long history of work experience with local architects and engineers who have experience working with participating public agencies, and also understand the expectations and deliverables required of this type of contract. We will always encourage and work with our customers and their existing vendors whenever possible to help continue and grow those local relationships.

Throughout the past 18 years, we have performed a significant amount of work, more than $369 million from 2017-2023 alone, on over 800 projects for Region 4 ESC while estimating with the stipulated cost index guide. WTI is committed to taking a proactive approach to ensure superior performance throughout this contract as we strive to provide the best possible products and services to meet or exceed our clients' expectations.



B. Total number and location of salespersons employed by Supplier.

WTI, along with our affiliate company, Tremco, has more than 700 sales representatives, support specialists and business-development personnel throughout our organization. These individuals are trained and provide services nationwide to meet the needs of our customer base.

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

WTI has sales personnel and offices located throughout the nation capable of supporting this contract. The location and key contacts for each of these offices are provided below. Additionally, WTI's centrally-located headquarters in Beachwood, Ohio will support this contract along with site offices located nationwide.

Corporate Office

Beachwood, OH 216-766-5623 jkrivos@tremcoinc.com

Eastern Division Office

Flemington, NJ 800-628-7501 kperez@tremcoinc.com

Western Division Office

Vernon, CA 908-619-7891 kperez@treomcoinc.com

D. Annual sales for the three previous fiscal years.

2021	[redacted]
2022	
2023	

a. Submit FEIN and Dunn & Bradstreet report.

340930570

A full copy of WTI's Dunn & Bradsheet report is available to OMNIA members upon request.



E. Describe any green or environmental initiatives or policies.

DRIVING LASTING CUSTOMER VALUE AND PROMOTING SUSTAINABILITY

Building a Better World means committing to continuous improvement and investing in safer, greener products and processes that benefit our customers, end users and the environment.

Our parent company, RPM, as a global company has set the standard for our commitment to creating lasting value for customers through innovative solutions, while thoughtfully adopting sustainable approaches in the utilization of human and natural resources. Our sustainability commitment springs from our core values and is comprised of a inward focus on our internal footprint and an outward look on our handprint—the actual impact of our products, services, and processes have on our environment.

WTI and Tremco is very proud of our many products, services, and processes that drive sustainability for our customers by helping them to reduce their environmental impact. As we look to shape the future responsibly, we are always integrating new concepts, rethinking business models, and collaborating with leading edge partners to continually improve our products and services.

Transforming the World One Roof at a Time

WTI and Tremco have been partnering with many companies to help them achieve their conservation and sustainability goals through green living roofs. Our goal, to transform the world into a greener place one roof at a time. But green roofs are more than just an environmental benefit. They also provide beautiful and restful places that employees and customers can enjoy to help lower stress levels and provide a better quality of workplace and shopping experience.

In these trying times, that don't seem to be going away, this will become more and more of a factor in hiring quality employees and attracting customers.



PERFORMANCE CAPABILITY

Tremco CPG Corporate Headquarters Case Study



PRESS THE ABOVE HYPERLINK TO GO OUR CORPORATE HEADQUARTERS CASE STUDY

A few years ago we decided to lead by example and completely renovated our corporate headquarters. Like most circa 1970s buildings our headquarters was significantly under-performing and energy inefficient. Through an extensive renovation we transformed it into a sustainable showcase. To read the case study press the hyperlink.

Concern for the environment is a key component to WTI's operating philosophy. Our experienced staff is specially trained in identifying and preventing problems before the start of any project. In addition to our other environmental protection practices, we have actively reduced emissions and controlling waste on our job sites.

We are committed to staying at the forefront of the roofing and building envelope industry through sustainable building, green products, and quality business practices. WTI will deliver added value to participating OMNIA members by working hand-in-hand with them to provide environmentally preferred product and service options within their budgets and schedules.

WTI's philosophy on sustainability starts from the top level of our organization and filters down into everything we do. With corporate focus committed to responsible environmental practices, we strive to incorporate environmentally friendly solutions in our business practices as well as products and construction approaches. Collaborative leadership efforts are driven by our President, J.K. Milliken, who promotes sustainability.

Construction Best Practices

WTI and our subcontractors will abide by the following construction best practices on all projects awarded by OMNIA members.



Tremco Corporate Headquarters Roof

- On-site sorting of materials
- Recycling of non-hazardous material
- Chain-of-custody documentation for off-site recycling
- Reusing materials as applicable
- Verifying that materials are certified for LEED credit on LEED projects

Sustainable Features

Following is a sample of the services and products WTI offers related to sustainable renovations. We will offer OMNIA members the ability to implement these sustainability options for awards under this contract.

Sustainable systems

- Restoration of roofs whenever possible instead of replacement preventing tons of debris going to landfills.
- Vegetated roofs featuring local plants. Low-impact lighting and a water-capture system integrated with the roof, as well as a pathway of recycled materials. Signs describe the roof's features and provide information about the plant palette.
- The ENERGY STAR® qualified Rock-It™ roof-surfacing system, composed of white gravel set in a white adhesive.
- A white, reflective, single-ply system installed beneath a rooftop PV system for roof restorations.
- A thin-film rooftop PV system is used to generate electricity for the building for roof restorations.
- Dryvit Outsulation exterior wall systems. Dryvit wall systems provide energy-efficient, insulated façades that are applied directly to the existing wall surface, eliminating the time and potential waste of removing the façade.
- High-performance, double pane, tinted windows exceeded minimum energy standards. Tremco sealants and gaskets, as well as Tremco's Proglaze® ETA (Engineered Transition Assembly) for an airtight transition from window to the wall.
- New sidewalks with decorative concrete from Increte Systems can be supported by gravel from an existing roof.
- Solar panels for decreased carbon footprint and reduced energy bills.



- HVAC restoration through WTI/PureAir. Heating and cooling represent one of the largest operating expenses as well as one of the largest environmental impacting building systems. Replacing can be extremely cost prohibitive and force a building owner to not address current problems. WTI/PureAir provides an alternative solution that allows the building owner to address current HVAC issues and bring their building into a much better environmentally friendly position.

Additional examples of our commitment to sustainable practices are summarized below.

- Sponsor of Green Roofs and Walls of the World Virtual Summit
- Participation at the USGBC Greenbuild International Conference and Expo
- Donation of sustainable building materials for the University of Maryland's 1st place performance in the Department of Energy's Solar Decathlon 2011
- Crain's Emerald Award Honoree for high-performance building renovation and commitment to sustainability

Solar—Renewable Energy With Financial and Environmental Paybacks

In addition to the environmental benefits associated with renewable energy, there are often financial incentives for installing solar panel/photovoltaic (PV) systems, which may include rebates from the local power provider, as well as state and federal tax credits. We understand the technical, environmental, and financial aspects of a solar installation and can guide you through the process from project inception to completion. Photovoltaic systems are easily adaptable to existing or new structures. WTI can ensure the roofing is constructed to accommodate the many different types of support stations for solar panels today. Solar solutions will be priced utilizing the most current online edition of the Construction Cost Data as well as the Facilities Maintenance & Repair Costs Catalog and Commercial Construction & Renovation Costs Catalog.



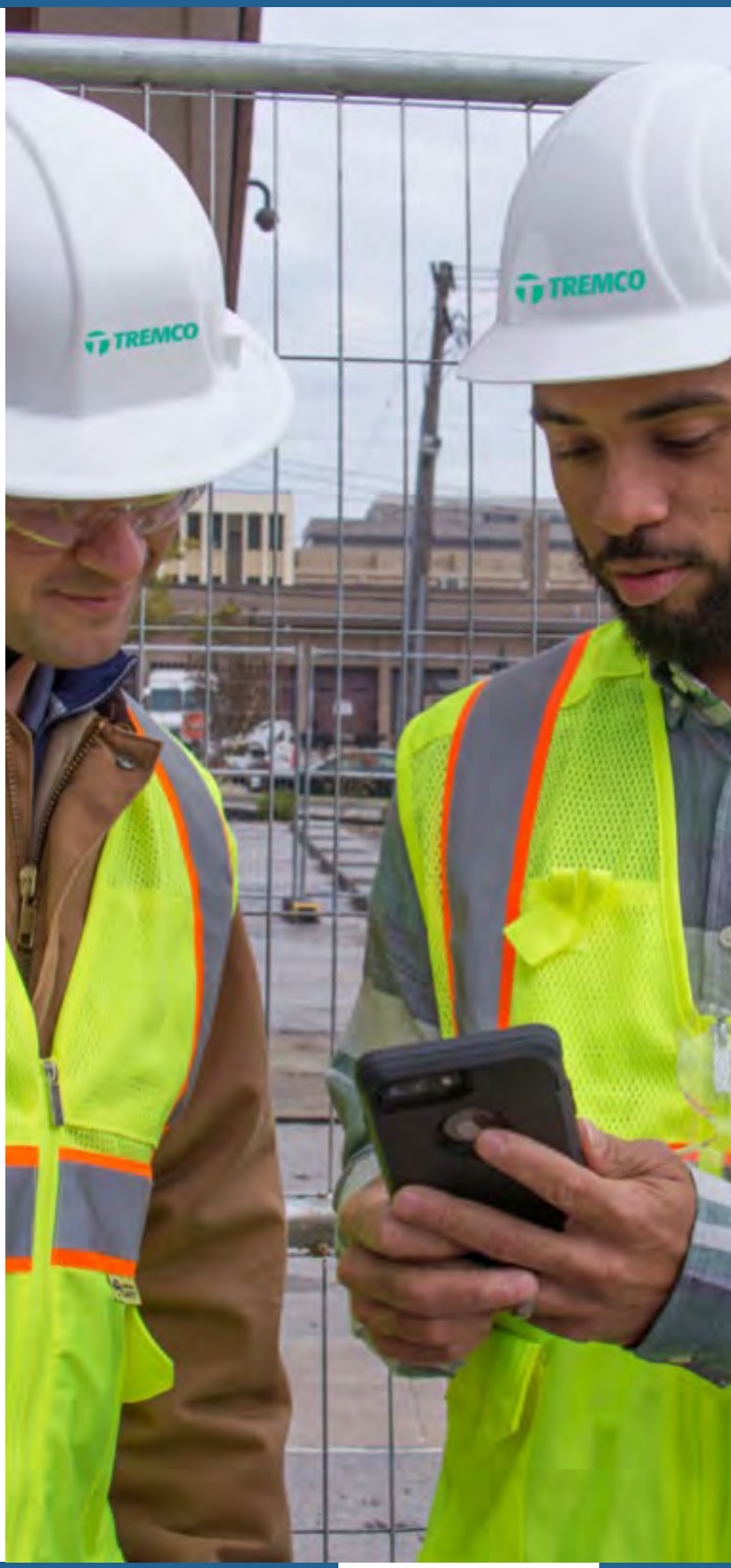
F. Describe any diversity programs or partners supplier does business with and how

Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

WTI focuses on developing contractor relationships in public and commercial sectors through fulfillment of economic inclusion mandates with highly skilled certificated contractors. These target specialty contractor opportunities include Minority, Small, Veteran, and Women owned Business Certifications of roofers, masons, architects, general contractors and heating, ventilation and air conditioning (HVAC) as well as High Performance Building System (HPBS) engineering firms.

WTI has a successfully participated in Mentor-Protégé Programs with both the General Services Administration (GSA) and Veterans Administration and continually identify additional opportunities to team with qualified contractors. Our commitment to excellence includes a contractor training program which provides cutting-edge product, service and safety education continuously throughout the year. We are committed to supporting national economic development goals and local economies.

We have an active certified contractor pool that varies in breadth of capabilities. WTI sponsors and participates in outreach events and construction advisory panels on contractor inclusion. Among them, Society of American Military Engineers (SAME), National Defense Industrial Association (NDIA), National Veteran Conferences and other roofing/construction/energy industry seminars. We encourage all our project leaders to provide our customers with technical and procurement solutions that satisfy any of their socio-economic initiatives without compromising the quality of performance, products or services.



Rising Stars Program

Tremco Commercial Product Group received $50,000 from the Massachusetts Clean Energy Center as part of their Minority- and Women-Owned Business Enterprises Support Implementation and Planning Grants and Equity Workforce Training Grants. The 25 organization recipients will "not only address the need to grow Massachusetts' clean energy workforce, but they will also prioritize diversity, equity, and inclusion efforts across the full spectrum of economic opportunity, which will yield both an increasingly diverse bench of highly trained new workers and a wider array of thriving minority and women-owned business enterprises to help lead climate-critical work."

Launched in August of 2020, Our Rising Stars Program aims to cultivate a strong, well-rounded workforce in the construction industry through supporting youth in vocational programs, as well as minority- and women-owned businesses. Our programs offer hands-on education with subject matter experts to develop diverse skillsets, increase access to resources, and ultimately drive success for those emerging in the industry.

The Rising Stars Program empowers the next generation of underrepresented youth to find opportunities for sustainable careers in the construction industry. Our program has now expanded to New York and New Jersey, with near future locations in North Carolina, Connecticut, and Nevada.

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

a. Minority Women Business Enterprise

☐ Yes ☑ No

If yes, list certifying agency:



b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☑ No

If yes, list certifying agency:

c. Historically Underutilized Business (HUB)

☐ Yes ☑ No

If yes, list certifying agency:

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☑ No

If yes, list certifying agency:

e. Other recognized diversity certificate holder

☐ Yes ☑ No

If yes, list certifying agency:

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

WTI has over [redacted] certified contractors that we work with throughout the United States that include minority-owned standards. We do not maintain this type of information on our subcontractors. WTI works with public agency minority goals on a project-by-project basis.



I. Describe how supplier differentiates itself from its competitors.

Managing facilities can be complex. Procuring comprehensive, cost effective solutions shouldn't be. Identifying the problem and defining the technical solution only solves part of the problem. Members want and need to procure cost effective, comprehensive building envelope solutions without sacrificing quality, performance, or transparency. With decades of experience, WTI understands the unique procurement challenges of public entities charged with meeting not only budget and quality goals, but also state-specific transparency requirements. That's why we offer OMNIA members our comprehensive roofing and building envelope solutions offering. The Tremco Construction Products Group companies together form the industry's only provider of comprehensive systems and services for all six sides of the building enclosure. WTI's whole building approach through the Power of One can provide weatherproofing peace of mind delivered under one warranty. With proven roofing and building envelope capabilities across the country, WTI is uniquely qualified to meet the needs of public market facility managers and business managers charged with improving both building performance and return-on-investment. Among our differentiators are the following.

1	WTI and Tremco have a history of performance with Region 4 ESC. We have to date been awarded ten Region 4 ESC contracts. As a result, we offer Region 4 ESC and OMNIA members refined roofing project policies and procedures along with the ability to simultaneously deliver multiple projects. Our established relationships with Region 4 ESC and participating OMNIA members are evident in a track record of more than [redacted] in products and services to date. The selection of WTI for the Roofing Products, Services and Job-Order-Contracting Services contract will eliminate a learning curve and continue to expand existing relationships with participating Public Agencies.
2	WTI offers exceptional technical expertise, with a track record of over [redacted] of roofing, building envelope, weatherization and rooftop safety system installations for public customers.
3	WTI provides turnkey solutions, from world-class roofing and building envelope diagnostics through comprehensive roof management programs from a single source.
4	All facets of discovery, programming, design, construction and commissioning.
5	Proven and experienced contractors and subcontractors.
6	Guaranteed maximum pricing to eliminate surprises.
7	Performance-based quality construction services.

8	WTI is organized to deliver outstanding service. With more than [redacted] technical personnel deployed across the country, we can effectively manage thousands of roofing and facility projects simultaneously. More than [redacted] construction managers supervise technical staff, along with program managers who ensure contract compliance, consistency, on-time delivery and outstanding customer service. Together, WTI's management team oversees diagnostics, maintenance, repairs, construction, leak response and our OLI® (on-line information system) data department.
9	WTI offers Region 4 ESC and OMNIA Partners and its members world-class experience. We are currently implementing large roof asset management programs throughout the US, Canada, Europe and Asia, with more than [redacted] square feet (SF) of roofing managed with our OLI® system software. Additionally, more than [redacted] SF of roofing falls under the protection of our Tremco ManagedAssets™ (TMA) program, which includes maintenance during the roofs' annual or bi-annual inspections.
10	WTI's three-level service offering allows OMNIA members the opportunity to select the level of service that best meets their needs while capitalizing on the preferential pricing of a nationwide contract. Whether selecting our flagship, turn-key general contracting solution, or our National Cooperative Contractor Network for direct access to qualifying local contractors, or purchasing materials only, participating agencies receive superior products and service.
11	WTI has extensive experience managing regional and national roofing and building envelope contracts within the public sector. We have completed or are currently performing on many JOC type contracts. Further, WTI has proven experience simultaneously managing multiple contracts with multiple subcontractors. Our experience with JOC type contracts and roofing projects is directly transferable to OMNIA members in the form of established policies and procedures based upon our past relationship with OMNIA Partners and its members as well as other cooperative contracts we have.
12	WTI has a [redacted] aggregate bonding capacity.
13	WTI and Tremco both hold a UL ISO 9001:2015 certification demonstrating the implementation of Quality Management Systems.
14	WTI offers one of the most comprehensive warranty packages in the roofing industry. We offer many types of warranties that fit the needs of any project. We also offer long-term warranties on roof restoration projects. Each of our warranties covers installation, details, flashing, materials, workmanship, inspection and preventative maintenance is also an available option.
15	WTI works collaboratively with contractors to ensure the installation meets expectations for quality, safety and efficiency while utilizing best-in-class contractors who have the ability and financial stability to deliver exceptional projects. WTI offers extensive training courses to its certified contractors.

16	Tremco is a leading manufacturer of quality roofing and weatherproofing products with a comprehensive product line covering every roofing environment. Tremco demonstrates a commitment to Research and Development (R&D) and offers a proven history of industry-leading product innovation to solve our customers' biggest problems. For instance, Tremco Roofing's portfolio of unique roof restoration solutions is so comprehensive they provide exceptional value to public customers an alternative sustainable solution to costly roofing replacement.
17	Tremco coast-to-coast sales organization is among the industry's most experienced and highly trained. With more than [redacted] sales personnel across the country, Tremco has been meeting the needs of public market customers since 1928. Today's sales personnel have deep relationships within the public market, which may shorten OMNIA's/Region 4 ESC's new business development sales cycle.
18	As a member of the RPM family of companies, WTI and Tremco provide customers with access to leading, world-class building products, extensive technical expertise and the financial stability of an industry leader. RPM owns more than 50 operating companies that are world leaders in specialty coatings serving both industrial and consumer markets. Among its products are such popular brand names as Carboline®, DAP®, Dryvit®, Rust-Oleum® and Zinsser®. RPM has been in business for 75 years and has more than 14,000 employees worldwide, generating more than $7 billion in sales annually.
19	Safety is job one with WTI and Tremco. Every one of our roofing and building-envelope projects, no matter how large or how small, begins with a thorough understanding of potential job-site hazards, safe work procedures, product characteristics, equipment operation, conditions and specific customer requirements. These are submitted to the owner through a WTI site-specific Safety Plan.
20	WTI and Tremco utilize the Arizona State University Performance Based Studies Research Group for the independent data collection on its products, services, representatives and our customers' overall service experience. Survey results from the past six years, representing [redacted] SF of roofing products and services, show an overall customer satisfaction of 9.1 out of 10. Additionally, our customers awarded a 9.5 out of 10 in satisfaction of their Tremco representative and 9.3 out of 10 in satisfaction of the roofing system. WTI and Tremco are proud of these results and use them to understand what we are doing right, so we can continue to deliver on our strengths. We also use our customer satisfaction results to highlight opportunities to drive continuous improvement in our products, systems delivery and service quality. We aim to maintain our high level of customer satisfaction and loyalty, as the primary focus of every project.

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

Weatherproofing Technologies, Inc. (WTI) is a nationwide provider of roofing, building envelope and other construction services. In this role, WTI is sometimes involved in litigation matters, but no pending or anticipated litigation is any way material from a financial standpoint either as to potential liability or requested remedies. No pending litigation, nor any that we anticipate at this time, will in any way interfere with our ability to complete any project in accordance with contractual requirements. In further response, over the last five years, WTI has no litigation resulting in a judgment against the company.

K. Felony Conviction Notice: Indicate if the supplier

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

WTI is not a publicly held corporation but is a subsidiary of RPM International Inc., a publicly held Fortune 500 corporation

b. is not owned or operated by anyone who has been convicted of a felony; or

No officers of WTI have ever been convicted of a felony

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

N/A

L. Describe any debarment or suspension actions taken against supplier

No debarment or suspension actions have been taken against WTI.

APPENDIX D, EXHIBIT A, SECTION 3.2

A. Describe the full Line of Products and Services Offered by Supplier

Range of Products and Services Offered

WTI provides an extensive range of Tremco CPG roofing and building envelope solutions for all six sides of a building. In fact, we are the only company to offer high-performance total enclosure solutions for all six sides of a building in the marketplace today as well as the services associated with implementing project solutions.

- Water Resistant Roofing
- Roofing and Roof Restoration Systems
- Outsulation Facade Systems
- HVAC Systems Restoration
- Seamless Flooring Solutions
- Roof Tiles and Shingles*

- Masonry*
- Metal Work*
- Standing Seam Metal Roof System*
- Air Barrier Solutions
- Safety Solutions
- Roof Repair and Maintenance Services
- Asset Management
- General Contracting
- Patch and Repair
- Roof Inspections/Diagnostics/Analysis
- Warranties
- Roof Maintenance (QA Premium) customized to meet specific system needs

*WTI offers these services with products provided by other manufacturers.

Architecture and Engineering (A/E) Partners

To ensure the overall success of the contract, WTI will also utilize the services of two highly qualified firms, O&S Associates (O&S). Note: In compliance with state rules and regulations, we are not offering A/E services in the State of Texas or in any other state where they are prohibited.

O&S

Superb architectural and engineering building-systems services including the following.

- Structural analysis and design
- Architectural design
- Mechanical/electrical engineering
- Lighting and security design
- Parking consulting
- Restoration engineering
- Feasibility studies
- Cost estimating
- Design-build projects

O&S also provides a wide scope of renovation consulting services including exterior facade rehabilitation, exterior building plazas, roofing replacement, structural modifications and others. Their firm employs a "Five-Steps to Project Success" process to manage their design requirements. This process begins with condition assessment and concludes with construction administration and closeout documentation. O&S is led by Mr. V.P. Samy, PE, who founded O&S in 1996. Under his guidance, O&S has successfully performed high-profile and complex projects for visible clients throughout the US.

B. Describe How Supplier Proposes to Distribute the Products/Service Nationwide. Include any States Where Products and Services will not be Offered Under the Master Agreement, Including U.S. Territories and Outlying Areas.

As an affiliate company of Tremco, WTI provides national services to all states. WTI has staff and contractor partners located in all states and will provide products and services to all U.S. territories and outlying areas under the Master Agreement. In addition, WTI is a licensed contractor in all states and U.S. territories where required.

C. Describe How Participating Agencies Ensure 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.

All estimates/proposals will be based on the approved product and line item pricing in effect and the most current online RS Means Pricing Construction Cost Index (including any cost index adjustments) utilizing the discount coefficients submitted with this response. All pricing will be based upon the design and scope complexity of each individual projects. The practices used to develop the pricing will be consistently applied for each project and fully transparent to OMNIA members. The pricing, in total, will not exceed the product and line item pricing and/or the current RS Means pricing with the coefficients submitted by WTI. As part of this process, all proposals will be provided in the output format available by the online version of RS Means which details the items used to perform the required scope of work. Participating Agencies can verify this directly with WTI or contact OMNIA for verification. Products will be ordered through Tremco directly. Line-item pricing will be delivered through WTI..

D. Identify all other Companies that will be Involved in Processing, Handling or Shipping the Products/Service to the End User.

In addition to WTI's services, Tremco and affiliated companies will be involved in the processing, handling and/or shipping of products and services to end users.

E. Provide the Number, Size and Location of Supplier's Distribution Facilities, Warehouses and Retail Network as applicable.

Eastern Division Sales Office Tremco 8 Main Street Flemington, New Jersey 08822	Western Division Sales Office Tremco 3060 East 44th Street Vernon, California 90058
Republic Powdered Metals 3735 Green Road Beachwood, Ohio 44122 USA	Roofing & Building Maintenance Division 3361 E. 80th Street Cleveland, Ohio 44127
Tremco 3060 E. 44th Street Vernon, California 90058	Republic Powdered Metals (Manufacturing) P.O. Box 724 Medina, Ohio 44258

Republic Single Ply Systems (Manufacturing) 11016 Granite St. Charlotte, North Carolina 28273	Consolidated Coatings Corp. (Manufacturing) P.O. Box 10 Brunswick, Ohio 44212
Tremco Sealant & Weatherproofing Division (Manufacturing Facility) 1451 Jacobson Avenue Ashland, Ohio 44805	Mameco Mfg. Div. (Sealants) 4475 E. 175th Street Cleveland, Ohio 44128
Paramount Mfg. Div. (Sealants) 2600 Paramount Drive Spearfish, South Dakota 57783	Euclid Chemical Company (Concrete Add-mixtures) 19218 Redwood Rd. Cleveland, Ohio 44110
Euclid Chemical Company Warehouse/Mfg. Facilities: 18900 Cochran Rd. Cleveland, Ohio 44110	Euclid Chemical Company 539 Buffalo Shoals Rd. Statesville, North Carolina 28677
Euclid Chemical Company 5 Joanna Ct. East Brunswick, New Jersey 08816	Euclid Chemical Company 1117 Industrial Dr. Clinton, Mississippi 39056
Tremco CPG—Dryvit Systems 354 South Acacia Street Woodlake, CA 93286	Tremco CPG—Dryvit Systems 4827 Milgen Road Columbus, GA 31907
Tremco CPG—Dryvit Systems 5850 South 116th Street, West Sand Springs, OK 74063	Tremco CPG—Nudura 27 Hooper Road, #10 Barrie, ON L4N9S3
Stonhard 1000 E. Park Ave. Maple Shade, NJ 08052	

APPENDIX D, EXHIBIT A, SECTION 3.3

A. Provide a Detailed Ninety-Day Plan Beginning from Award Date of the Master Agreement Describing the Strategy to Immediately Implement the Master Agreement as Supplier's Primary Go to Market Strategy for Public Agencies to Supplier's Teams Nationwide, to Include, but Not Limited to:

OVERVIEW

In addition to a press release to relevant audiences, marketing the contract award will be a continuation of marketing initiatives already underway as a result of our current OMNIA contracts and past OMNIA/National IPA/TCPN contracts. Because we have invested heavily in promoting our current OMNIA contracts to all public markets, we expect to continue to expand our marketing investment and implement additional tactics.

Based on our history with Region 4 ESC, WTI thoroughly understands how to go to market to promote this contract. As both the manufacturer and service provider of roofing and weatherproofing solutions, WTI and Tremco are uniquely positioned to offer a comprehensive approach to meeting the facility needs of participating agencies. Expanding upon a very successful and established cooperative strategy program, WTI will continue to enhance its marketing presence and sales training capabilities through various marketing efforts as outlined below.

Our initiatives within the first 90 days of the contract award will be continuing our successful and highly targeted marketing program. Our program is intended to generate qualified leads from high-potential public customers. We have the ability to customize marketing to meet local opportunities and which will be developed collaboratively with OMNIA's marketing team. Tactics may include advertising, media relations/publicity, trade shows/conferences, customer educational seminars, roadshows, and personalized direct marketing.



Renovation,
pair & Construction:

Order Contracting (JOC) the
Procurement Solution for You?

MNIA
RTNERS

TREMCO
Roofing & Building Maintenance

Cooperative Co

TRUST IN EXPERIENCE. STRENGTH

PERFORMANCE CAPABILITY

i. Executive Leadership Endorsement and Sponsorship of the Award as the Public Sector Go-To-Market Strategy Within First Ten Days

If awarded, this contract as well as our other OMNIA contracts will have the full support of our executive leadership as an important go-to-market strategy.

ii. Training and Education of Supplier's National Sales Force with Participation from the Supplier's Executive Leadership, Along with the OMNIA Partners, Public Sector Team Within First 90 Days

Developing all WTI and Tremco employees to be as knowledgeable as possible in servicing all customers is of the upmost importance to our Executive Leadership. Educational sessions and information on the contract will be provided within 90 days of award and continued throughout the duration of the contract.

Given our long history of being awarded Region 4 ESC contracts, our sales force is very well versed in the use of OMNIA contracts. This has been demonstrated through the growth of our past and current contracts. We will continue to conduct refresher training as well as training sessions for new sales representatives and personnel within WTI and Tremco. In addition, we will continue to train In-Network Contractors on the use of the contract and provide guidance and marketing support on how to promote the contract to their public customers.

Continuous outreach and training of WTI and Tremco Sales Representatives remains a top priority for our program. In addition to extensive technical training required of all sales representatives, WTI and Tremco also holds national and regional sales meetings which include sessions on the benefits of Cooperative Purchasing and our OMNIA contracts. By working closely with Sales Representatives who have successfully used past OMNIA contracts, we are able to leverage representative success stories to continually expand awareness and appreciation for our OMNIA contracts.



How does the contract work in my state?
The WTI JOC contract available through OMNIA Partners, Public Sector, is a competitively solicited contract by lead agency Region 4 Education Service Center in Houston, Texas. This contract allows contract holders to extend services offered into all states (excluding AZ). Although most state procurement code allows for the use of cooperative contracts, each state code has its own specific language. OMNIA Partners, Public Sector, can provide the du diligence in soliciting and awarding this contract.

Do I need to be a participant of OMNIA Partners, Public Sector to use t JOC contract?
Yes. If not already a participant, public entities are invited to register to particip OMNIA Partners, Public Sector by calling 866.875.3299 or visiting omniapartners.c publicsector. There is no cost to participate.

What are the benefits of the JOC program through OMNIA Partners, Public Sector?

- Saves time and money because the contract has ALREADY been competitively solicited and publicly awarded.
- All prices have been adjusted for your geographic area and are verifiable through RS Means.
- All costs are determined up front before committing funds.
- The contract functions as an extension of your internal team, freeing you to focus on your core business.
- Enables you to more rapidly respond to your internal customers' facility n
- The contract supports local businesses/subcontractors who have been evaluated on compliance, capability and experience.
- You'll enjoy increased value and quality control over all project facets from materials through installation.
- A large variety of roofing systems and warranties are available from a single source.
- You will significantly reduce or virtually eliminate change orders.



Sales Associates Training

Cooperative Contracts is an standing agenda item on WTI and Tremco sales associates training which is conducted at our corporate headquarters. We use this training to educate newly trained representatives on the value of promoting sales through cooperative contracts.

Sales Representatives Training

We continue to provide training to all sales representatives throughout every region to provide updated information and refresh them on the benefits and value of promoting sales through a cooperative contract.

Contractor Network Training

WTI and Tremco has conducted numerous training sessions for strategic contractors who are members of our Contractor Network. These sessions educate our *in-network contractors* on the benefits of marketing our OMNIA contracts to their existing and prospective public market customers. We will continue to offer training as new strategic contractors enter the Contractor Network.

Design Community

WTI and Tremco engage with the design community on a daily basis with the goal of ensuring they have the technical knowledge required to specify our product and service solutions, and how our solutions may serve the needs of their public customers.

WTI and Tremco AIA Accredited Cooperative Presentation

Our focus on training within the design community includes an AIA-accredited seminar on the value of cooperative purchasing. Hundreds of architects across the country are reached through WTI and Tremco's ongoing seminar program.

Additionally, WTI offers AIA CES seminars which are presented by our sales representatives. These seminars are available in a variety of formats to accommodate both large and small groups. We have more than two hundred Technical Field Advisors to conduct trainings throughout the United States. Their qualifications include roofing experience, OMNIA/Region 4 ESC contract experience, expert knowledge of roofing and waterproofing products, and roofing industry standards and practices, as well as training on contract compliance, legal compliance, product attributes, and sustainability. Technical Field Advisors schedule training as necessary and based on requests.

Webinars

We also provide seminars featuring educational topics which include roof asset management, cooperative contract purchasing, indoor air quality, and sustainability. Our goal is to continue to enhance our seminar programs so that we increase customer attendance, as past seminars have generated significant interest.

B. Provide a Detailed Ninety-Day Plan Beginning from Award Date of the Master Agreement Describing the Strategy to Market the Master Agreement to Current Participating Public Agencies, Existing Public Agency Customers of Supplier, as Well as to Prospective Public Agencies Nationwide Immediately Upon Award, to Include, but not Limited to:

With a wide variety of resources at our disposal, we can tailor each of our marketing plans and schedules as needed. Outlined below is our estimated 90-day plan which will continue throughout the duration of the OMNIA contract. The following marketing plan may be adjusted to meet imminent needs and/or strategic deadlines. We will collaborate with OMNIA to assure that the schedule, materials, and platforms meet the contract needs.

i. Creation and Distribution of a Co-Branded Press Release to Trade Publications

The contract award will be announced through co-branded press releases distributed through various social media and trade outlets such as LinkedIn, Twitter, and Facebook. We will also issue an internal announcement to Tremco/WTI personnel communicating the new OMNIA award, the competitive advantage it offers WTI, and how the agreement benefits our Public Sector Agencies.

ii. Announcement, Master Agreement Details and Contact Information Published on the Supplier's Website Within First 90 Days

We will include the addition of this new contract on our WTI/OMNIA landing page at www.tremcoroofing.com announcing the new contract. The OMNIA page will also contain a summary of all awarded contracts and information on the benefits of utilizing an OMNIA contract and a link to OMNIA. In addition, the contract information will be added to Tremco/WTI's dedicated cooperative contract website at www.yourroofexperts.com/omnia-partners/.



iii. Design, publication and distribution of co-branded marketing materials within first 90 days

- Continuation of marketing initiatives already underway as a result of our current OMNIA contracts.
- Continue to develop/modify existing co-branded literature to promote the contract.
- Equip Sales Representatives with the contract announcement and marketing materials to personally distribute to current and prospective customers within the public sector advising them of WTI's and Tremco's full offering available through the contract.

iv. Commitment to Attendance and Participation with OMNIA Partners, Public Sector 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

Trade Show/Conferences/Summits/Etc. Support (throughout the contract).

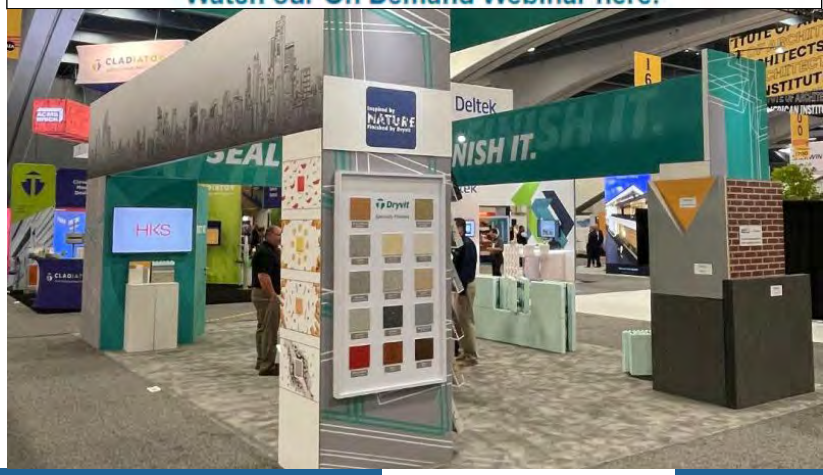
WTI and Tremco participates in a number of national and regional/local trade shows, for example:

- National Institute of Governmental Purchasing (NIGP)
- National Association of Education Procurement (NAEP) and regional events
- National APPA and regional events
- Numerous state and regional events
- OMNIA Regional Summits
- Tremco sponsored regional Education and Training events

Because attendance at these events is critical to building awareness of our OMNIA contracts, we will continue sponsoring events supporting these organizations. In addition, we will continue to pursue speaking engagements at all relevant events to educate attendees on industry best practices and the value of utilizing cooperative contracts in the public market.







Building upon recent sponsorships, our presentations are customized to meet OMNIA members interest, with a focus on solutions that deliver financial and procurement benefits. We will include product demos as appropriate.

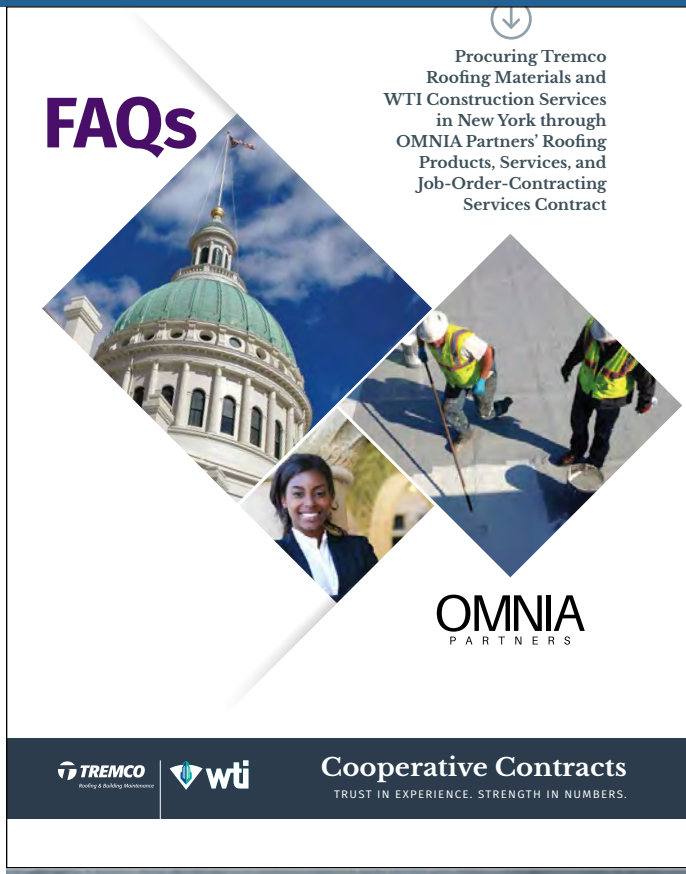
Recent topics have included:

- Achieve Improved and Efficient Facilities While Reducing Capital Outlay
- ROI Asset Management Approach to Drastically Change Roof Funding Priorities and Improve Finances
- Restoration to Extend the Useful Life of Roof Assets
- Facilities Savings Strategies
- ESSER Funding
- Safety and OSHA Compliance
- Financial Benefits to HVAC/Indoor Air Quality Remediation

Participation in OMNIA and supplier specific trade shows, conferences and meetings is an important tactic. Regional trade shows, conferences, and Lunch and Learns are coordinated directly with local sales representatives to ensure our team members that are closest to the customer and market opportunity are engaged. Topics addressed at trade shows and other customer-related engagements are customized to meet local needs and priorities, including those topics of most concern to facility owners. For instance, "Lunch and Learns" feature specific state procurement requirements for contract use, building issues that are typical for the environment, as well as technologies to extend the life of roof assets.

v. Commitment to Attend, Exhibit and Participate at the NIGP Annual Forum in an Area Reserved by OMNIA Partners, Public Sector for Partner Suppliers. Booth Space will be Purchased and Staffed by Supplier. In addition, Supplier Commits to Provide Reasonable Assistance to the Overall Promotion and Marketing Efforts for the NIGP Annual Forum, as Directed by OMNIA Partners, Public Sector

We plan to participate in the NIGP Annual Forum on a yearly basis. Our level of commitment is based on financial resources available to support all initiatives which includes custom





marketing, supporting OMNIA events, Lunch and Learns, and targeted sales representative and Contractor Network training. WTI and Tremco will continue to support outreach efforts such as NIGP as a partner vendor to OMNIA.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

We will strategically advertise in regional trade publications including local association opportunities. This advertising will expand on creative marketing pieces to capture the attention of OMNIA members. Messaging will be consistent and highlight our relationship with OMNIA.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Ongoing Marketing Initiatives (throughout duration of the contract)

Our marketing efforts will continue to focus on the advantages of procuring under the OMNIA contract. This will be accomplished through:

- Promotional campaigns for lead generation
- Case stories demonstrating WTI customer success through the OMNIA contract (as permitted by public customers)
- Promotion of white papers demonstrating WTI's technical and business expertise
- Develop and release presentation materials and webinars for consistent messaging/branding across the sales team

WTI will implement an ongoing integrated campaign for the contract period to generate qualified leads and support our direct sales teams. Our launch strategy will be designed to ensure our personnel are trained and fully engaged with OMNIA members.

Co-branded Materials

Our co-branded literature has been produced to promote our extensive solutions available through our OMNIA contracts.





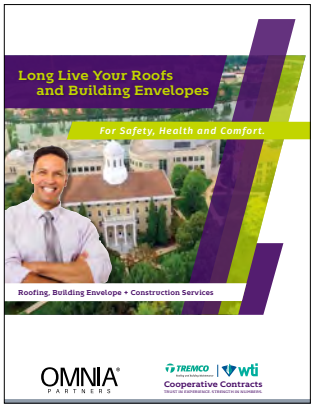
PERFORMANCE CAPABILITY

Additional literature and sales tools will be created as needed to continually drive awareness, support our sales representative customer relationships, and generate qualified leads.

- Our Tremco/WTI/OMNA capabilities brochure is a flagship piece that is widely distributed to prospects in print and digital format
- Our OMNIA contract for Comprehensive Exterior Surfacing Products, Services, and Paving Solutions is highlighted in a dedicated brochure.
- The benefits of our Job Order Contracting contract are explained in a JOC-specific marketing brochure.
- State -specific fliers are produced to further support local sales representative initiatives.
- Our National Cooperative Contractor Network flier to owners features the benefits this procurement solution offers to both public procurement and public facility management professionals. In addition to our direct distribution to prospective public agencies, this flier is also made available to In-Network contractors for use with their customers.
- Produced as our initial contractor recruitment tool, an additional National Cooperative Contractor Network flier, geared toward contractors, presents the benefits and competitive advantage the program makes available to qualified contractors who join the Network. This flier will continue to be distributed to targeted contractors.
- Leading In-Network Contractors are further supported with customized co-branded literature promoting their company, WTI and Tremco, and OMNIA,

Case Studies

Tremco has and will continue to produce case stories in a variety of formats depending upon the nature of the customer experience. In keeping with our strategy of both Creative Engagement and Personal Communications, whenever possible these stories put people upfront while promoting the use of the OMNIA contract. However, due to the sensitive nature of the public customer approval



Press the hyperlinked image above to go to our Primary OMNIA brochure



Press the hyperlinked image above to go to our Exterior Surfacing brochure



Press the hyperlinked image above to go to our Exterior Surfacing brochure



Press the hyperlinked image above to go to our Texas State Case Study



Press the hyperlinked image above to go to our Florida State Case Study



Press the hyperlinked image above to go to our Contractor Network Flier

process to be part of focused case stories, we will also create some generic case stories that highlight the OMNIA contract as well as the project executed.

Marketing Roofing and Building Envelope Solutions

WTI and Tremco will continue to produce informational pieces on our extensive capabilities in servicing OMNIA members. We will continue to produce pieces that provide educational value, which is part of our marketing strategy deployed in support of our OMNIA's contracts. We believe this strategy is especially important in sustaining current customer relationships.

Our educational focus includes both technical and business information to help customers manage their roofing and building envelope assets. WTI and Tremco continue to invest in promotional literature featuring our unique solutions, such as our restoration and roof management literature.

Due to the COVID-19 pandemic, we had to postpone implementing some of our unique and creative marketing campaigns such as our pie campaign and animal cracker campaign. These campaigns not only satisfied the appetite of many, it focused attention on Tremco and our offerings under our past OMNIA contract. We will continue to explore such creative opportunities which are personalized to include a message from our local sales representative and will include the OMNIA logo and messaging.

viii. Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:

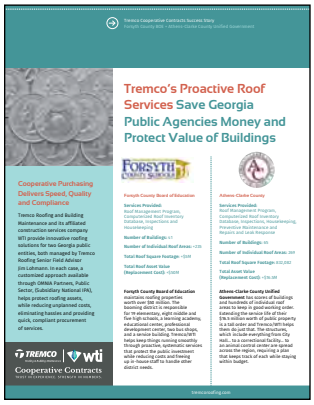
In support of our cooperative strategy, we will provide a fast and simple online destination for prospects and customers to access all related sales literature. This includes information on our corporate website as well as on our dedicated Cooperative Purchasing microsite at https://yourroofexperts.com/omnia-partners/.



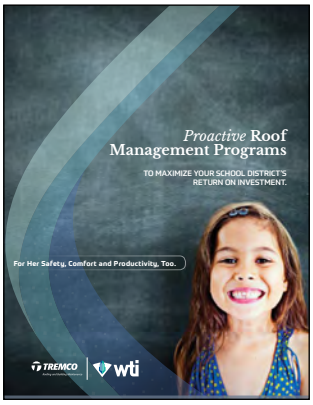
Press the hyperlinked image above to go to our Montgomery County Case Study



Press the hyperlinked image above to go to our Yuba Community College Case Study



Press the hyperlinked image above to go to our Public Agencies Case Study



Press the hyperlinked image above to go to our Roof Management Brochure



Press the hyperlinked image above to go to our Restoration Brochure



Press the hyperlinked image above to go to our OMNIA Public Sector Home Page

- OMNIA Partners, Public Sector standard logo—As a current awardee of three OMNIA contracts, we already have a landing page for OMNIA containing the logo
- Copy of original Request for Proposal—We provide a link to access our OMNIA contract awards
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier—We provide a link to access our OMNIA contract awards
- Summary of Products and Pricing—Although we follow the pricing submitted and approved by Region 4 ESC, based on the fact that each project scope of work is different, we do not post online catalogs which is more conducive to a commodity type of a sale
- Marketing Materials—We provide access to pertinent marketing materials
- Electronic link to OMNIA Partners, Public Sector's website including the online registration page—We provide a link to access OMNIA's website and registration
- A dedicated toll-free number and email address for OMNIA Partners, Public Sector—We have an avenue to receive information requests through YourRoofExperts.com

WTI and Tremco will continually refresh our web pages as we launch new literature, case stories, webinars, and marketing pieces we believe our targeted procurement and facility management personnel will find most helpful, while simultaneously promoting our value proposition and our OMNIA contracts. In addition, OMNIA's section on www.yourroofexperts.com houses important information on our OMNIA contracts and provides an opportunity for public agencies to request a consultation.

Social Media Outreach

WTI and Tremco will announce our OMNIA contract award via Twitter and LinkedIn. Social media will remain in our media mix to promote our solutions throughout the term of the contract. We will focus on seasonal solutions to keep content fresh and timely.





WTI and Tremco promote on YouTube and LinkedIn a variety of videos on various topics intended for OMNIA members and contractors, such as our Cool Roof Video presenting how a roof ages and the financial benefits of restoration versus replacement. Our YouTube channel and LinkedIn postings also feature case stories, product demonstrations, and application tips. In addition, webinar and training events will be promoted through social media outlets.

Marketing Strategy Development

The above marketing tactics support our marketing strategy with the following objectives:

- Focusing on targeted high-worth public sector accounts in collaboration with our sales team and OMNIA resources and other sales personnel
- Promoting how our unique and extensive and single-source capabilities benefit OMNIA members
- Demonstrating WTI and Tremco are leaders in the public sector market through examples of past performance
- Demonstrating OMNIA's benefits and capabilities to build further awareness and help build OMNIA's membership.

WTI's past and current contracts have been successfully implemented because of our commitment to a proactive, highly targeted and integrated approach to new business development. Our senior and key personnel will continue to be responsible for servicing participating agencies under the contract, including performing outreach and timely follow-up to participating agencies.

As demonstrated throughout this section, our direct sales team will continue to leverage a variety of sales and marketing initiatives including, but not limited to, customized sales tools, targeted promotions, Lunch & Learns, trade association public speaking and trade show participation, targeted advertising, social media, one-on-one meetings, etc. In addition, WTI will utilize the expertise of OMNIA's marketing team and logo for marketing materials to clearly identify our association with OMNIA.

C. Describe How Supplier Will Transition any Existing Public Agency Customers' Accounts to the Master Agreement Available Nationally Through OMNIA Partners, Public Sector. Include a List of Current Cooperative Contracts (Regional and National) Supplier Holds and Describe How the Master Agreement will be Positioned Among the Other Cooperative Agreements.

Current list of Cooperative Contracts:

- OMNIA Roofing Products, Services and Job-Order-Contracting
- OMNIA Job Order Contracting
- OMNIA Exterior Surfacing Products, Services, and Paving Solutions
- AEPA Roofing and Building Envelope Services
- E&I Roofing Systems, Exterior Building Maintenance, Products, Supplies and Related Services
- CMAS Roofing and Building Envelope Services
- MHEC Facility Maintenance and Energy: Assessment and Software

WTI and Tremco has been on cooperative contracts and/or JOC IDIQ type contracts since 1995 and have performed on 1,000's of projects utilizing these contracts. Tremco has and will continue to aggressively market our OMNIA contracts which is evident by our sales growth from our 2013 contract through our current contracts. While many public agencies value our OMNIA contracts, certain agencies and jurisdictions require the use of a different contract. We will continue to promote the use of our OMNIA contracts where applicable in compliance with state statutes.

D. Acknowledge Supplier Agrees to Provide its Logo(s) to OMNIA Partners, Public Sector and Agrees to Provide Permission for Reproduction of Such Logo in Marketing Communications and Promotions. Acknowledge that Use of OMNIA Partners, Public Sector Logo Will Require Permission for Reproduction, as Well.

WTI agrees to provide its logo and gives permission for reproduction in marketing communications and promotions. In addition, we will work with OMNIA's marketing resources to obtain approval on all co branded marketing.

E. Confirm Supplier will be Proactive in Direct Sales of Supplier's Goods and Services to Public Agencies Nationwide and the Timely Follow Up to Leads Established by OMNIA Partners, Public Sector. All Sales Materials are to Use the OMNIA Partners, Public Sector Logo. At a Minimum, the Supplier's Sales Initiatives Should Communicate:

i. Master Agreement was Competitively Solicited and Publicly Awarded by a Principal Procurement Agency
ii. Best Government Pricing
iii. No Cost to Participate
iv. Non-Exclusive

WTI agrees to provide proactive direct sales of its goods and services to public agencies and perform timely follow-up to OMNIA and any leads provided. At a minimum we will communicate the Master Agreement was competitively solicited and publicly awarded, that WTI provides market competitive pricing which considers any site-specific savings available to the participating agency, there is no cost to the members to use the contract, and it is non-exclusive.

F. Confirm Supplier Will Train its National Sales Force on the Master Agreement. At a Minimum, Sales Training Should Include:

i. Key Features of Master Agreement
ii. Working Knowledge of the Solicitation Process
iii. Awareness of the Range of Public Agencies that can Utilize the Master Agreement Through OMNIA Partners, Public Sector
iv. Knowledge of Benefits of the Use of Cooperative Contracts

We confirm that our training and educational support of our national sales force with participation from our executive leadership, along with OMNIA, includes the items noted in i. through iv. above. As mentioned previously, our long history with successfully performing on Region 4 ESC/OMNIA/National IPA/TCPN contracts enhances our ability to transition from our current contract to a newly awarded contract.

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

	NAME	TITLE	E-MAIL	PHONE
Executive Support				
Marketing				
Sales				
Sales Support				
Financial Reporting				
Accounts Payable				
Contracts				

Key Contacts Table

H. Describe in Detail How Supplier's National Sales Force is Structured, Including Contact Information for the Highest-Level Executive in Charge of the Sales Team.

WTI and Tremco's sales force is structured regionally, with Regional Managers operating across nine divisions nationwide. Each region includes several dozen sales team members and business development managers who work collaboratively on projects that include material sales as well as general services and contracting. In addition, our representatives are supported by team members who support other Tremco CPG entities who work collaboratively to provide a robust offering to provide solutions best suited to each participating agency's needs.

The highest-level executive in support of the sales team is JK Milliken, President of Tremco.

Email: [redacted]
Phone: 216-292-5000 800-852-6013

I. Explain in Detail How the Sales Teams Will Work with the OMNIA Partners, Public Sector Team to Implement, Grow and Service the National Program.

Brand Strategy

Tremco continues to refresh its cooperatives brand strategy targeting the public market across the US in promoting our unique portfolio of integrated products and services developed to extend the life of roofs and building envelopes. We engage an outside marketing firm with extensive past experience with both WTI and Tremco as well as the cooperative market segment to create differentiating materials and manage the daily execution of our brand strategy. This firm works closely with both Tremco's corporate management, internal marketing team, and field sales organization to ensure marketing tactics reflect both our national and regional goals.

Differentiation to build greater awareness and appreciation for our truly unique value proposition through OMNIA/ Region 4 ESC serves as the foundation of our continuing brand strategy. WTI and Tremco have a long record of success based upon our ability to create and maintain strong, lasting relationships as we customize product and service solutions that are in the best interest of our public agency customers.

Tremco's cooperative brand strategy reflects not only this proven performance but our continuing commitment to meeting the needs of people and organizations throughout our sales cycle. Our audiences include the management staff with fiscal responsibility for their building assets, managers tasked with maintaining building operations, procurement officials, and the building occupants who depend upon them all to provide safe, comfortable, and affordable facilities.

WTI and Tremco has a dedicated brand strategy for our cooperative contracts market segment.

Marketing Objectives

Developed to reflect this brand strategy, our marketing program goals, which we are actively promote, as listed below, take an integrated approach for consistent branding so we may effectively leverage resources and maximize new business opportunities.

- Position WTI and Tremco as a leading provider of roofing and building envelope solutions to Public Agencies with the distinct ability to simplify and streamline procurement through our OMNIA contract.
- Enable Tremco sales representatives to clearly and consistently articulate our value proposition to ensure all prospects understand the breadth and depth of our total capabilities available through our OMNIA contract.
- Generate qualified leads for targeted states through highly focused marketing activities in collaboration with OMNIA Partners, WTI, and Tremco's field sales organization.
- Assist and enable Members of the National Cooperative Contractors Network to promote the OMNIA contracts to their local public entities.

Marketing Activities

Tremco takes an integrated approach to market our OMNIA contracts by syncing the following tactics to the customer life-cycle.

- Advertising and publicity to build broad market awareness across the country
- Outbound campaigns to generate qualified leads for WTI and National Cooperative Contractor Network solutions available through OMNIA/Region 4 ESC
- Direct sales tools to drive consistent, critical messaging during one-on-one and group presentations and meetings.
- Web and social media marketing to maximize reach and prospect convenience.

I. Explain in Detail How Supplier Will Manage the Overall National Program Throughout the Term of the Master Agreement, Including Ongoing Coordination of Marketing and Sales Efforts, Timely New Participating Public Agency Account Set-Up, Timely Contract Administration, etc.

WTI has successfully implemented and performed similar construction and roofing products and services on multiple contract awards for more than ten different types of cooperatives. We will continue to customize our proven framework to develop a client-specific approach for contract implementation. Our customized approach includes marketing, customer relationship development, specification development, project deliverables, job-order acceptance and performance, emergency response, account management (including invoicing), timely completion and close out of projects, and executive support of our public market strategy. Depending upon individual cooperative needs, we can incorporate other services to best meet participating agency needs. WTI has an established framework and a nationwide presence, so we can easily adapt to individual cooperative and member requirements.

Upon award of a cooperative contract, we implement our proven marketing approach which includes educating our in-house staff on the contract and rolling out our services through co-branded marketing efforts to cooperative

Members. As discussed in our marketing rollout plan, this typically includes a combination of press releases, social media announcements, direct/email mailings, advertisements, participation in trade shows, social media, and website interactions. Beyond marketing, we also mobilize our existing construction-management personnel to make certain we have the availability to respond to cooperative projects. As a result of our nationwide presence, we draw from a large pool of resources to staff cooperative projects depending on location throughout the US.

Our success with cooperative purchasing programs is demonstrated by consecutive contract awards by many cooperatives. These renewals prove our ability to meet agency expectations as well as speak to the effectiveness of our organization to market and perform critical services. OMNIA members can also see evidence of our cooperative successes in our customer satisfaction metrics, where customers awarded us a 9.1 out of 10 overall satisfaction rating and 97% of respondent customers said they would purchase our roofing systems again. To see this in greater detail use the "Tremco Quality Control Customer Satisfaction Program" hyperlink button on the first links page at the beginning of this proposal.

J. State the Amount of Supplier's Public Agency Sales for the Previous Fiscal Year. Provide a List of Supplier's Top Ten Public Agency Customers, the Total Purchases for Each for the Previous Fiscal Year Along with a Key Contact for Each.

WTI and Tremco's Public Agency Sales in FY2022 were approximately [redacted] for both cooperative and traditional sales. WTI has taken an exception to providing the list of top ten public agency customers as this information is considered privileged and we do not have permission from our customers to divulge it.

K. Describe Supplier's Information Systems Capabilities and Limitations Regarding Order Management Through Receipt of Payment, Including Description of Multiple Platforms That May be Used for Any of These Functions.

WTI will make progress payments to subcontractors based upon applications for payment submitted by the subcontractor. Subcontractors are required to submit monthly requisitions for payment for work completed during the preceding month unless the billing requirements of the participating agency contract documents specify otherwise, and those requirements will supersede these provisions. WTI will issue progress payments on properly submitted requisitions relating to work performed in accordance with the contract documents on a net-30 basis from receipt unless different terms are expressly provided in the contract documents. The amount of each progress payment to the subcontractor will be equal to the following:

- The percentage of completion for the work of the subcontractor on a monthly basis and in accordance with the contract
- Plus, the amount allowed for materials (if any)
- Less the aggregate of previous payments to the subcontractor, and less ten percent (10%) or specified retainage

Retainage will be held until the DO has received a final inspection and has been accepted by the participating agency. WTI will not be required to pay subcontractors more than received for our work.

Final payment, constituting the entire unpaid balance of the contract sum, will be made to subcontractors when the work has been completed to the satisfaction of WTI, Region 4 ESC, OMNIA Partners, Public Agencies and the DO is fully

performed (including proper delivery of waivers of lien and other documentation required by the contract documents). A final certificate for payment will be issued by a participating Public Agency for the work and WTI will receive final payment from the participating Public Agency.

L. Provide the Contract Sales (as Defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier Will Guarantee Each Year Under the Master Agreement for the Initial Three Years of the Master Agreement ("Guaranteed Contract Sales").

YEAR ONE*	YEAR TWO*	YEAR THREE*

*These are projected figures, WTI does not guarantee sales.

Due to the fact the contract start date of November overlaps with our current #R180903 contract which expires February 29, 2024, sales will continue under #R180903 creating a transition year between #R180903 and #R23-04 in year one. There will be residual sales under #R180903 from proposed work but not awarded and from maintenance and warranty contracts that are multi-year agreements.

i. To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

While many public agencies value our OMNIA contracts there are many factors that go into securing a sale including how a public agency would like to procure our solutions, including agency-specific contract preferences, agency procurement policy, administrative and legislative procurement policy. The intent of our response, and contract, is to continue to provide OMNIA members a vehicle for which they can easily and compliantly procure needed roofing and building envelope solutions. Based on the needs of servicing OMNIA members, WTI will aggressively promote this contract with the intent of producing sales under this contract as we have under our Current Roofing Products, Services and Job-Order-Contracting contract that is reaching its expiration. However, due to the speculative and unique nature of the services we provide, including legislative and administrative code challenges, we do not have the ability to guarantee sales.

M. Even Though it is Anticipated Many Public Agencies will be able to Utilize the Master Agreement Without Further Formal Solicitation, there Maybe 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, Public Sector).

ii. If Competitive Conditions Require Pricing Lower Than the Standard Master Agreement Not-To-Exceed Pricing, Supplier May Respond with Lower Pricing Through the Master Agreement. If Supplier is Awarded the Contract, the Sales are Reported as Contract Sales to OMNIA Partners, Public Sector 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, Public Sector).

iv. If Alternative or Multiple Proposals are Permitted, Respond with Pricing Higher than Master Agreement, and Include Master Agreement as the Alternate or Additional Proposal.

Detail Supplier's Strategies Under these Options When Responding to a Solicitation.

As mentioned previously, there are many factors that go into how a public agency would like to procure our solutions which include traditional bidding of products. Tremco/WTI will, if electing to respond to such solicitations, will respond as we do in our normal course of our traditional business outside of our OMNIA contracts.

ii. The Successful Offeror will be Required to Sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement Prior to Contract Award. Offerors Should have Any Reviews Required to Sign the Document Prior to Submitting a Response. Offeror's Response Should Include any Proposed Exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

WTI has reviewed Appendix D, Exhibit B, OMNIA Partners Administration Agreement and included exceptions/proposed modifications on Appendix B, Terms and Conditions Acceptance Form, as required.

iii. Include Completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Please see the completed Exhibit B, Exhibit C, Appendix D, Exhibit F, and Exhibit G on the following pages.

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 COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the

foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of three percent (3%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

~~Weatherproofing Technologies~~
~~3735 Green St.~~
~~Beachwood, OH 44122~~
~~Att.: Jane Krivos~~

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**
J K Milliken/ss	
Signature	Signature
J.K. Milliken	Sarah Vavra
Name	Name
President	Sr. Vice President, Public Sector Contracting
Title	Title
6/14/2023	
Date	Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector, Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO

CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC**
J K Milliken/ss Authorized Signature	Signature
J.K. Milliken Name	Sarah E. Vavra Name
President, Weatherproofing Technologies Inc. Title and Agency Name	Sr. Vice President, Public Sector Contracting Title
6/14/2023 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] Weatherproofing Technologies Inc.

J K Milliken/ss
Signature

J.K. Milliken
Name

President
Title

6/14/2023
Date

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Public 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 Public 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 Public Agency and the Participating Public 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 Public Agency expends federal funds, the Participating Public 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 JKM 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 Public Agency expends federal funds, the Participating Public 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 JKM 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 Public 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 JKM 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 Public 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 JKM 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 Public 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 Public Agency resulting from this procurement process.

Does offeror agree? YES JKM 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 Public Agency, the offeror certifies that during the term of an award for all contracts by Participating Public 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 JKM 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)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Public Agency, the offeror certifies that during the term of an award for all contracts by Participating Public 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 JKM 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 Public Agency, the offeror certifies that during the term of an award for all contracts by Participating Public 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 Public Agency.

Does offeror agree? YES JKM Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Public Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Public 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 JKM Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Public 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 JKM Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Public 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 JKM 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 Public 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. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does offeror agree? YES JKM Initials of Authorized Representative of offeror

Offeror's Name: Weatherproofing Technologies Inc.
Address, City, State, and Zip Code: 3735 Green Rd., Beachwood, OH 44122
Phone Number: 800-852-6013
Fax Number: N/A

Printed Name and Title of Authorized Representative: J.K. Milliken, President
Email Address: jmilliken@tremcoinc.com
Signature of Authorized Representative: JK Milliken/ss
Date: 6/14/2023

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt *(See FAR 25.103*), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).*

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Transit Administration funds, offeror certifies that its products comply with the requirements of 49 U.S.C. 5323(j), 49 U.S.C. 5323(j)(1), and the applicable regulations of 49 CFR 661 and 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 Public 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 JKM 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 JKM 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 JKM 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: Weatherproofing Technologies Inc.

Address, City, State, and Zip Code: 3735 Green Rd., Beachwood, OH 44121

Phone Number: 800-852-6013 Fax Number: N/A

Printed Name and Title of Authorized Representative:
J.K. Milliken, President

Email Address: jmilliken@tremcoinc.com

Signature of Authorized Representative: JK Milliken/ss Date:
6/14/2023

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the

Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any

part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 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, Weatherproofing Technologies 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.

JK Milliken/ss

Signature of Contractor's Authorized Official

6/14/2023

Name and Title of Contractor's Authorized Official

J.K. Milliken, President

Date

6/14/2023

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

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

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase,

acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes

clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Weatherproofing Technologies Inc.

Address, City, State, and Zip Code:
3735 Green Rd., Beachwood, OH 44122

Phone Number: 800-852-6013 Fax Number: N/A

Printed Name and Title of Authorized Representative:
J.K. Milliken, President

Email Address: jkmilliken@tremcoinc.com

Signature of Authorized Representative: J K Milliken/ss

Date: 6/14/2023

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).

(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this

Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as

amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may

result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations,

"Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients,

and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

Stated Reason(s):_____
_____
_____

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-

rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Participating Public Agency.

2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor’s receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

2) A protest shall include:

    a. The name, address, and telephone number, including FAX number if available, of the protestor;

    b. The signature of the protestor or authorized representative;

    c. Identification of the contract/solicitation;

    d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

    e. The form of relief requested.

3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this

procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

    a. The items to be procured are urgently required;

    b. Delivery or performance will be unduly delayed by failure to make the award promptly; or

    c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

    a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or

    b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.
A protest filed with FTA shall:

    a. Include the name and address of the protestor.

    b. Identify the grantee, project number, and the number of the contract solicitation.

    c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

    Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran, Russia and Belarus
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;

- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;

- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and

- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Weatherproofing Technologies Inc.

Organization Address: 3735 Green Rd., Beachwood, OH 44122

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):	J.K. Milliken,	Title:	President
Signature:	J K Milliken/ss	Date:	6/14/2023

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, J.K. Milliken residing in
(name of affiant)
_____
(name of municipality)
in the County of Cuyahoga and State of
_____of full age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of
(title or position) (name of firm)
Weatherproofing Technologies Inc. the bidder making this Proposal for the bid entitled Region 4 ESC 23-04, 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 Weatherproofing Technologies Inc. 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
Weatherproofing Technologies Inc..

Subscribed and sworn to

before me this day

Signature J.K. Milliken

June 15, 2023

(Type or print name of affiant under signature)

Justin Ray
Notary public of OH:O

My Commission expires 12.28.27

(Seal)

JUSTIN RAY
Notary Public
State of Ohio
My Comm. Expires
December 28, 2027

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Weatherproofing Technologies Inc.

Street: 3735 Green Rd

City, State, Zip Code: Beachwood, OH 44122

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.

J K Milliken/ss — President

6/14/2023

Date ***Authorized Signature and Title***

Certification 49300

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-AUG-2021** to **15-AUG-2024**

WEATHERPROOFING TECHNOLOGIES, INC.
3735 GREEN ROAD
BEACHWOOD OH 44122

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).

JK Milliken/ss
_____
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:	Weatherproofing Technologies Inc.		
Address:	3735 Green Rd.		
City:	Beachwood	State: OH	Zip: 44122

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.

J K Milliken/ss	J.K. Milliken,	President
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 15 day of June, 23.

(Notary Public)

My Commission expires

JUSTIN RAY
Notary Public
State of Ohio
My Comm. Expires
December 28, 2027

J.K. Milliken

(Affiant)

J.K. Milliken, President

(Print name & title of affiant)

(Corporate Seal)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS
N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

OR

[ ] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

J.K. Milliken,	J K Milliken/ss
Printed Name of Authorized Agent	*Signature of Authorized Agent*
President	6/14/2023
Title	*Date*
Weatherproofing Technologies Inc.	
Company Name	

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: J.K. Milliken, Title: President

Signature: JK Milliken/ss Date: 6/14/2023

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

[X] 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.

J K Milliken/ss — 6/14/2023

Signature — Date

J.K. Milliken, President

Print Name and Title

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: WEATHERPROOFING TECHNOLOGIES, INC.

Trade Name:

Address: 3735 GREEN RD
BEACHWOOD, OH 44122-5705

Certificate Number: 0839364

Effective Date:

Date of Issuance: March 13, 2023

For Office Use Only:

20230313151614646

Certificate Number
606189

Registration Date: 02/06/2022
Expiration Date: 02/05/2024

State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Weatherproofing Technologies, Inc.

2022

Responsible Representative(s):
Thomas Cummings, President
Craig Nelson, Vice-President

Responsible Representative(s):
Jaime Kathryn Brink, Vice-President
Jaime Brink, Treasurer

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

iv. Describe How Offeror Responds to Emergency Service Requests.

WTI understands the importance of providing responsive service. As such, we offer service 24 hours a day, seven days per week, 365 days per year (24/7/365). In the event of an emergency situation, OMNIA members can contact 877-587-3626 with their assigned account number. The call will then be dispatched to our key personnel for response. Response time is established with the account to define emergency (two- to four-hour response), standard (24- to 48-hour response), etc. The dispatch for each location includes up to four points-of-contact (POCs), as shown below, to ensure effective response.

1	WTI Technician 1
2	WTI Technician 2
3	WTI Contractor
4	WTI Technical Advisor

Upon dispatch, the appropriate Technical Advisor will be notified of the issue for follow through. The Technical Advisor ensures that the request was completed and verifies WTI's and Tremco's financial responsibility.

Each member will be provided a process and an account number upon completion of a project or purchase of a warranty. The process will include an 800 number for 24/7 response at no additional cost to the member. As part of the warranty, WTI will provide 24 hours a day/seven days a week Emergency Leak Response at no additional cost. Regardless of whether the leak is related to defective materials, wear and tear or storm-related damage (within the terms of the warranty), the dispatch center logs the call for priority treatment, assuring a fast, efficient response. We will perform all emergency roof system leak repairs required in accordance with our Leak Response Program and warranty terms. The leak will be repaired immediately unless weather or other conditions prevent such work, in which case the repair schedule will be coordinated with the member to be accomplished at the next available time period.

Proposals for standard orders are typically processed in one to three days while proposals for emergency orders are typically provided within 72 hours of notification, depending upon the scope and geographic location of the project. These times may vary depending upon unforeseen conditions and/or remote locations; however, our processes and procedures are designed to accommodate these time frames.

Our key personnel have experience responding to several emergency project situations. In these instances, working with the customer to respond to such conditions is our first priority. We also rely on long-standing relationships with contractors who also respect this level of service and are available on-site 24/7. Through our Construction Managers and Superintendents, we also have the knowledge and software tools to effectively estimate damage-control costs in a matter of hours. OMNIA members can expect no less than 24/7 on-call service from WTI on the service agreement. WTI is also available during natural disasters such as fires, floods and winter storms to assist with disaster response, offering members with priority service. For emergency/disaster response, we use an Emergency Service Agreement/Disaster Response form to expedite typical purchase order procedures. We follow up our emergency-response services with the required documentation for the client.

After hours customer service needs are handled on a case-by-case basis. We make every effort to meet our customers' needs. Often, we staff our Customer Service Representatives to be able to accommodate not only daily needs but also emergency needs.

Our response times, including emergency leak response, will remain constant across all regions, however, adjustments to these response times will be made regarding remote geographical locations. In these instances, response times will be clearly communicated regarding safety, reasonable time frames and availability and mobility of personnel and equipment. Our ability to service all regions at the same level is made possible through our diverse personnel resources located across the United States and is supplemented by our extensive contractor database.

v. Describe Offeror's Ability to Meet Service and Warranty Needs.

WTI and Tremco benefit OMNIA members by offering an all-encompassing service and product portfolio complete with manufacturer warranties from a single source. WTI provides one of the most comprehensive warranty packages in the roofing industry. Each of our warranties covers installation, details, flashing, materials, workmanship, inspection and preventative maintenance. Tremco offers several product and service warranty options to participating Public Sector Agencies to match their roofing needs as detailed below. With each of the Tremco warranties, OMNIA members will receive a 1-800 leak response service. Please note that several of the warranties listed below are available in multi-year terms, based on customer needs and/or requirements.

- Quality Assurance (QA) Warranty
- QA Plus
- QA Premium Warranty
- Vegetative Warranty
- Plain and Simple Warranty
- One-Year Tremco Performance Warranty (TPW)
- Material Warranty
- Warranty extension and renewals are available for OMNIA members.

Sample Warranties

Sample warranties are available to OMNIA Members upon request.

PERFORMANCE CAPABILITY

One Building Envelope. One Warranty. One Powerful System Delivering Unmatched Protection for Your Building

Your property is a major investment, and its building envelope is a critical component. OMNIA members get one chance to get it right—or spend many years and a lot of money trying to fix it.

Made up of hundreds, even thousands, of components, a building's "envelope" protects interior spaces and occupants from the outside world. That includes shielding against the elements, excessive noise, and providing resistance to other external disturbances.

Why cobble together an envelope with materials from dozens of different suppliers when you can choose a Tremco Construction Products Group (CPG) building envelope, designed and tested to work as one continuous system and warranted together in a single document?

Systems & Services Covered Under a Single Warranty

- Air & Vapor Barriers
- Cladding
- Glazing Systems
- Insulated Concrete Forms
- Sealants & Adhesives
- Traffic Coatings
- Waterproofing

THE MORE TREMCO CPG COMPONENTS, THE MORE PROTECTION

Most individual building component warranties are limited to the dollar value of the material purchased. With a Tremco CPG warranty, the more OMNIA members single-source from the group, the greater the dollar value of coverage available should OMNIA members have an issue. That's because a Tremco CPG warranty is worth the aggregate value of all the components purchased from the group—providing a much larger pool should a member have a warranted issue on any one component.



vi. Describe Offeror's Customer Service/Problem Resolution Process. Include Hours of Operation, Number of Services, etc.

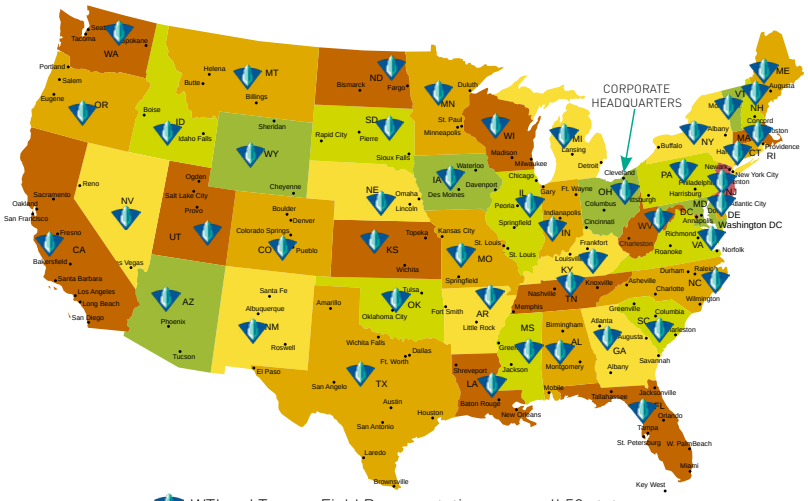
WTI's U.S. Customer Service Department consists of three Customer Service Centers as outlined in the below table.

Customer service centers and hours of operations.

Location	Phone/Fax	Hours of Operation
WTI Corporate Office 3735 Green Road Beachwood, OH 44122	Ph: (216) 292-5000 (800) 852-6013 Fx: (216) 292-5038	8:30 am – 5:00 pm (EDT)
Western Division Office 3060 East 44th Street Vernon, CA 90058	Ph: (213) 587-3014 Fx: (213) 585-6592	8:30 am – 5:00 pm (PDT)
Eastern Division Office 8 Main Street Flemington, NJ 08822	Ph: (800) 628-751 (908) 782-1927 Fx: (908) 782-1898	8:30 am – 5:00 pm (EDT)

Because of the number and location of these service centers, WTI can handle the customer's needs anywhere in the nation. If additional hours of operation are desired, WTI's Corporate Customer Service Manager, will consider accommodating the customer's needs by altering the staffing within the department to provide a superior level of customer service.

After hours customer service needs are handled on a case-by-case basis. We make every effort to meet our customers' needs. Often, we staff our Customer Service Representatives to be able to accommodate not only daily needs but also emergency needs. In the event of an emergency situation, OMNIA members can contact the 800-5-TREMCO phone number 24/7/365 with their assigned account number. The call will then be dispatched for response. As previously mentioned, customer satisfaction is a focus and differentiator for WTI and Tremco. Our talented and focused customer service staff are an important part creating positive customer experiences and satisfaction. Through their caring, ability to problem-solve and bias for action, our representatives have the capability to create a satisfied customer with every call. And, they do it every day!



WTI and Tremco Field Representation covers all 50 states

vii. Describe Offeror's Invoicing Process. Include Payment Terms and Acceptable Methods of Payments.

Payment terms are net 30 days. We can accept Purchase Order, credit cards, ACH or check.

SAP has the ability to track member purchases, products and services, billing, accounts payable and other accounting functions. Through SAP, WTI can provide customized billing and reporting to OMNIA as a whole, as well as to individual participating members. This includes management reports, consolidated billing by location, time and attendance reports for participating Members. WTI currently uses SAP on our existing contracts that integrates manufacturing, finance, planning, implementation and operations to:

- Improve customer relations and response times
- Improve performance without sacrificing quality
- Streamline manufacturing planning and execution
- Increase sales
- Reduce inefficiencies
- Improve customer service and marketing efforts
- Support finance expenditures and resources
- Streamline supply-chain planning and execution
- Monitor compliance
- Improve best business practices

viii. Describe Offeror's Contract Implementation/Customer Transition Plan.

WTI has successfully implemented and performed similar construction and roofing and building envelope products and services on multiple contract awards for more many different types of cooperatives. Prior to award of a cooperative contract, we customize our proven framework to develop a client-specific approach for implementation. Our customized approach includes marketing, project acceptance and performance, emergency response, account management (including invoicing) and executive support. Depending on individual member needs, we can incorporate other services to best meet member needs. WTI has an established framework and a nationwide presence, we can easily adapt to individual cooperative requirements.

Upon award of a cooperative contract, we implement our proven marketing approach which includes educating our in-house staff on the contract and rolling out our services through branded marketing efforts to cooperative Members. As previously discussed, this typically includes a combination of press releases, social-media announcements, direct mailings, advertisements, participation in trade shows and website interactions. Beyond marketing, we also mobilize our existing construction-management personnel to make certain we have the availability to respond to cooperative projects. As a result of our nationwide presence, we draw from a large pool of resources to staff cooperative projects depending on location throughout the US.

Our success with cooperative purchasing programs is demonstrated by consecutive contract awards by many cooperatives. These renewals prove our ability to meet agency expectations as well as speak to the effectiveness of our organization to market and perform critical services. This is evidenced in our customer satisfaction metrics, where customers awarded us a 9.1 out of 10 overall satisfaction rating and 98% of respondent customers said they would purchase our roofing systems again.

ix. Describe the financial condition of Offeror.

WTI is a building envelope industry leader and is in very good financial condition. We are an affiliate member of the Tremco CPG, Inc. line-up of companies that make up the largest division of RPM International, our Fortune 500 parent company. WTI continues to see steady growth in the market and has a very healthy pipe-line of work.

For additional information press here to go to RPM International's 10K & annual report filings

x. Provide a Website Link in Order to Review Website Ease of Use, Availability, and Capabilities Related to Ordering, Returns and Reporting. Describe the Website's Capabilities and Functionality.

Due to the nature of our business, WTI currently does not have an on-line catalog/ordering website. These construction projects are independently specified and built for each building component's current condition and structure. This requires field consulting/engineering services to design and offer the best solutions or multiple solutions for each building component. Online catalogs do not accommodate this type of built construction. WTI will provide representatives to cover and support all projects and does not provide an on-line catalog option.

Our Sales Representatives meet with customers to review and analyze individual facility roofing needs and propose the right solutions and products. This one-on-one sales approach allows our Sale Representatives to gain a full understanding of the needs of each Public Sector Agency and provide on the spot assessments of the areas of work. This approach ultimately saves time and cost in back and forth of online ordering and allows our teams to provide the services and products the customer needs the first time.

Tremco will allow for material only orders sold direct to end user, if needed, to be returned within 30 days of project completion. Depending on the products' condition, the estimated time frame to complete this return process is up to 30 days.

- Returns must be products in good condition and authorized by Tremco prior to return shipment. The following exceptions apply:
  - Exception: Due to warehouse limitations, there are no returns on Tremco Insulation products or TremLock™ Custom Metal Edge.
  - Exception: Fastener supplier does not accept returns on Insulation Fastener Discs and limits fastener returns to 3 months from shipment.
  - Exception: POWERply™ SA Base Sheet and POWERply™ SA FR returns are limited to three months from shipment.
  - Exception: THERMastic®, THERMastic® 50, and POWERply™ Modified Hot Melt Adhesive cannot be remelted or worked off, so returns of these four products are limited to pallets which are determined by a Tremco Representative to be in excellent condition.
- Tremco reserves the right to refuse a return of a product sold and shipped more than one year ago.
- Material must be returned in the account name under which it originally shipped.
- Return freight charges are the responsibility of the customer.

xi. Describe the Offerer's Safety Record.

Safety Record

Our industry can be a very dangerous one, where one wrong move can have long lasting and sometimes devastating effects on a family and our communities. This is why we require every employee to go through our OSHA safety training course. The results of our commitment to people shows as we have one of the best safety records in the industry, especially for a company of our size. The chart below illustrates WTI's commitment to safety as we have one of the best safety records in the industry. This is even more impressive when OMNIA members take into consideration that we are also one of the largest roofing and building envelope companies in the industry.

	wti — Corporate & Field Market Safety Qualifications Metric — TREMCO			
	2020	**2021**	**2022**	
EMR (Insurance Experience Modification Rate)	.70	.65	.60	
No. of Employees	1221	1311	1472	
Hours Worked	2,114,385	2,374,237	2,655,983	
No. of Fatalities	0	0	0	
No. of Recordable Incidents	14	18	25	
Total Recordable Incident Rate (per 100 full-time employees)	**1.32**	**1.52**	**2.33**	**Industry Avg.—3.4**
No. of Lost Time Incidents	0	4	0	
Lost Time Incident Rate (per 100 full-time employees)	0	.34	0	Industry Avg.—1.4

PERFORMANCE CAPABILITY

xii. Performance Bond Plan - Offeror shall submit a detailed performance bond plan that will meet the Participating Public Agency's local and state statutory requirements. The Offeror is required to be knowledgeable and current on all statutory requirements for bonding. This should include, but is not limited to, a letter from a surety company that is licensed to do business in the states being proposed in the submittal. Offerors shall also provide a written statement acknowledging that they can provide surety letters for any affiliates to Region 4 ESC or participating agencies upon request. Offerors may need to provide additional capacity as work orders increase. Bonds will not require that a fee be paid to Region 4 ESC. The actual cost of the bond will be a pass-through expense to the Participating Public Agency and added to the purchase order.

WTI has been providing performance bonds on projects for over 30 years in partnership with our insurance provider, Liberty Mutual Insurance. As we provide bonding on projects in all 50 states, WTI is experienced and knowledgeable about providing bonding for members' projects in accordance with all states' laws and statutory bonding requirements. We have enclosed a letter from our surety agent evidencing our bonding capacity of [redacted] aggregate and [redacted] for a single project, which reflect ample capacity for any project awarded under the OMNIA 23-04 resultant contract agreement. Further, we are able to provide surety letters as needed for any affiliates of Region 4 ESC that may request evidence of our ability to bond projects. Our bonding process begins at the estimating level where costs and thresholds are identified based upon project size and location in order to accurately and immediately identify bonding needs before the proposal phase starts. This process provides a quality-auditable process, which is ISO 9001:2015 certified. As project volume dictates, WTI will be able to confidently manage additional capacity to provide quality services to OMNIA members.



xiii. **Safety/Environmental Plan - Offeror shall submit a detailed safety plan with their submittal. It should specifically address how the Offeror will implement this plan with the subcontractors. The safety plan will need to address OSHA compliance, environmental compliance, drug testing, trend analysis and noncompliance corrective action. It should also state whether a safety officer will interact with the Participating Public Agency's staff and management of safety and environmental issues while working in occupied areas.**

It's not a cliché that an organization's greatest obligation is to provide a safe working environment. But that commitment takes on even more importance when a job's responsibilities include the kind of potential risk you can find on a roof.

As the market leader in providing roofing solutions and services, WTI fully recognizes what is at stake in construction and renovation projects. We never leave the safety and security of employees, installation teams and other on-site trades to chance. Job site safety grounded in proper training is without question our highest priority.

That is why every one of our roofing and building envelope projects, no matter the size, begins with a thorough understanding of the job site's potential hazards, safe work procedures, product characteristics, equipment operation, conditions, and specific customer requirements.

That understanding is based on the extraordinary safety training we provide our field advisors and technical personnel. To ensure that every installation is completed safely and efficiently, WTI has developed a comprehensive set of safety resources, with a strong emphasis on field safety training, job site audits, and extensive use of systems and communication tools.



PERFORMANCE CAPABILITY

Each of our field advisors have received safety training, to help them manage the trouble-free delivery of our products and services. All of WTI's technical field and general contracting management personnel have received at least their OSHA 10-hour safety card—a powerful statement when you consider that is the largest field team in our industry.

In addition, WTI ensures we continue providing this knowledge with a core of over 20 Authorized OSHA Outreach Trainers with extensive roofing craft experience. This in-house safety expertise permits consistent and safe installation of our systems focused on customer and site-specific health and safety requirements. A team of safety experts is also available in the field to answer questions or concerns that may arise.

Tremco Roofing and WTI consistently perform better than the industry averages for Roofing and Construction Services as measured by the commonly used Total Recordable Injury Rate (TRIR) and Experience Modification Rate (EMR) standards.

Safety Training and Expertise

- Over [redacted] OSHA Authorized Construction H&S trainers within WTI to provide and
- Extend on-the-job safety knowledge
- Over [redacted] Field Sales Advisors have received six weeks of intensive roofing,
- Technical, project management and field safety training
- Over [redacted] WTI employees with current 10-hour cards – within 3 years of issue
- Ongoing training updates—over [redacted] OSHA 10-hour cards issued since 2007
- Over [redacted] WTI employees with OSHA 30-hour cards
- Over [redacted] WTI employees trained in First Aid/CPR
- Over [redacted] WTI trained as ANSI A92 Aerial Lift Operators



WTI Safety Program

Each of the following components meet or exceed OSHA standards for the construction industry.

POLICIES AND PROCEDURES	• WTI Safety Policies • Hazard Communication Program
FIELD SAFETY	• Start Safe Checklist • Fall Protection • Hazardous Energy Control/Lock Out, Tag Out Program • Confined Space Entry Program • Fire Prevention & Protection • Personnel Protective Equipment (PPE) and Hygiene Requirements • Respiratory Protection • Hot Work (involving flames, sparks or heat) • Hearing Protection/Noise • Scaffolding Safety • Hand & Power Tools
ENVIRONMENTAL CONTROLS	• Environmental Controls (i.e., ventilation, lighting) • Waste Disposal • Vehicle Safety
EMPLOYEE TRAINING/ COMPETENT PERSONS	• OSHA [redacted] trainers • OSHA 10 hour certification • Job site inspections • Alcohol, Drug & Substance Policies and Screenings • Product Related Health Information • Tool Box 5-Minute Safety Talks for On-Site Training • Medical & First Aid Safety Training and Expertise
SAFETY TRAINING AND EXPERTISE	• Over [redacted] OSHA Authorized Construction H&S trainers within WTI to provide and extend on-the-job safety knowledge • Over [redacted] Field Sales Advisors have received six weeks of intensive roofing, technical, project management and field safety training • Over [redacted] WTI employees with current 10 hour cards – within 3 years of issue • Ongoing training updates - over [redacted] OSHA 10 hour cards issued since 2007 • Over [redacted] WTI employees with OSHA 30 hour cards • Over [redacted] WTI employees trained in First Aid/CPR • Over [redacted] WTI trained as ANSI A92 Aerial Lift Operators

Safety Data Sheets (SDS)

Access to our product Safety Data Sheets is available on each jobsite. Each SDS meets and/or exceeds US – OSHA, European Union and Canadian WHMIS. Safety Data Sheets are also available by product. Just use the product sheet web-link in the front of this proposal.

Site Specific Safety Plans

The WTI staff regularly develops plans that specify the minimum health, safety, and emergency response requirements to be followed by WTI and Tremco personnel and our subcontractors during the construction activities of a particular project. These plans include a detailed Job Hazard Analysis, designation of EHS responsibilities, a description of our products and necessary protective measures, and any additional information that the customer or general contractor may require.

Sub-Contractor Safety Program Guidelines

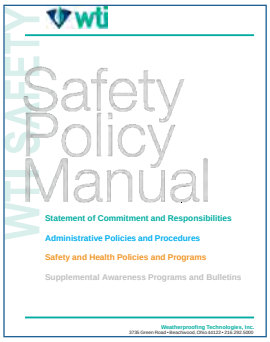
The NRCA Contractor Safety Program or its equivalent is the template for contractors and subcontractors to develop documents. Each subcontractor/installation team can use this comprehensive industry-wide program developed under an OSHA Harwood Grant to customize the safety program to meet their specific needs.

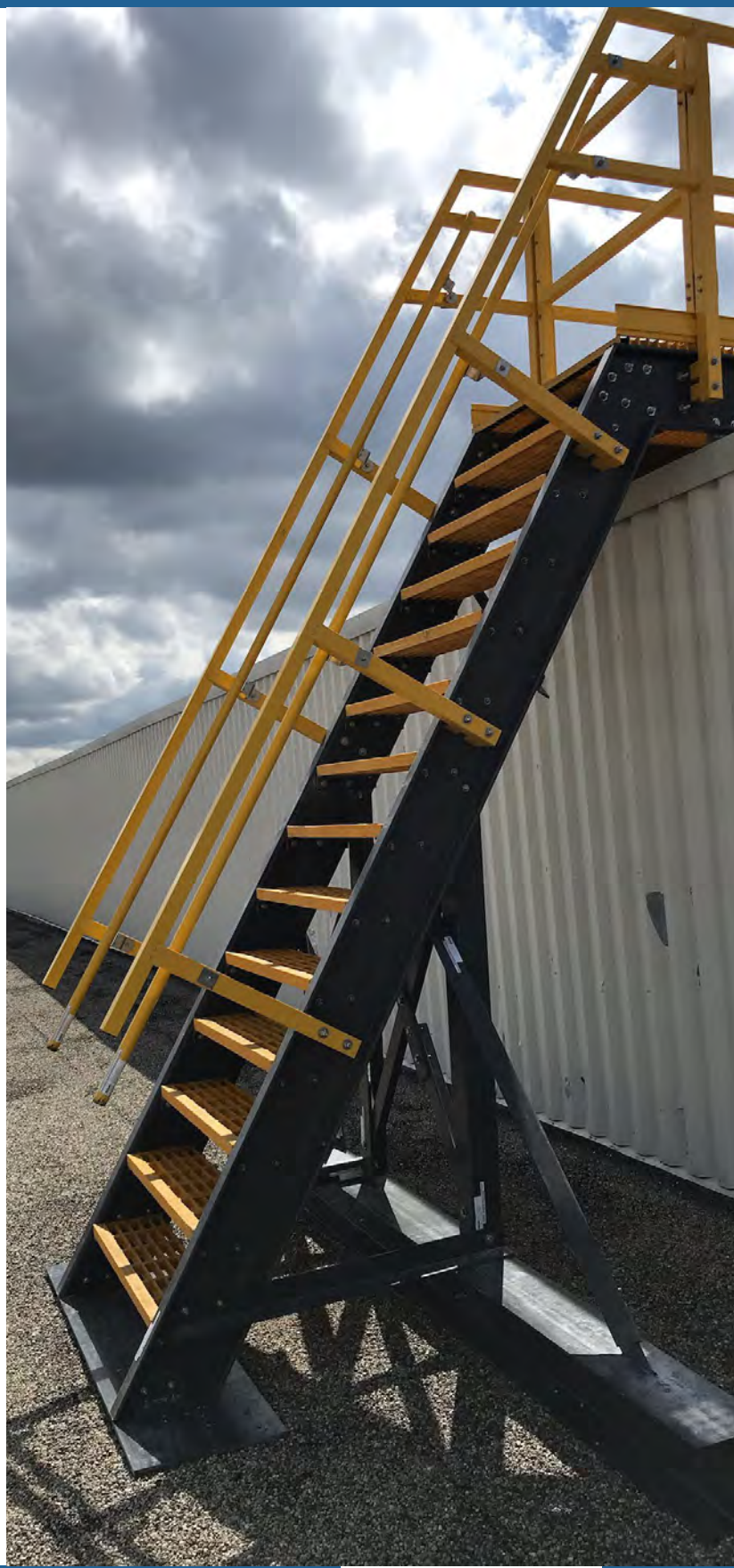
Environmental Health & Safety (EHS) Department

WTI provides a fully staffed EHS Department committed to safety—from project inception to final walk-through. A complete list of staff contact numbers is available from the corporate office to ensure ready access to all business and emergency numbers at WTI.

Full Safety Plan

A full copy of our Safety Policy Manual is available to OMNIA members upon request..







TAB 4

QUALIFICATIONS AND EXPERIENCE

REFERENCES

INCLUDES ANSWERS TO SECTION 2.c

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Tremco, originally established in 1928, along with its affiliated company, Weatherproofing Technologies, Inc. (WTI) established in 1962, offers a comprehensive inventory of roofing assessment, leak prevention, building envelope, product sales, and general contracting (GC) services. WTI and Tremco, part of Tremco Construction Products Group, has annual sales of over [redacted], owns and operates [redacted] manufacturing plants with over [redacted] employees worldwide. Our parent company, RPM International Inc., a Fortune 500 company and a world leader in specialty coatings serves both industrial and consumer markets generating nearly $7 billion in annual sales. RPM has been in business for 75 years and employs more than 14,000 people worldwide and operates 139 manufacturing facilities in 27 countries, as well as sells products in approximately 170 countries and territories. RPM is committed to providing the highest quality products and services possible in the field of roofing, sealants and coatings.

WTI, along with its affiliated company Tremco, is ISO 9001:2015 certified and was the first building envelope service company in the industry to attain this quality certification. ISO certification helps to continually improve our systems and approach to building envelope concerns and is the standard to which we have committed for our customers. We constantly look to improve our management process within our strategic planning processes through the input of our leadership, employees, and customers. Tremco is a renowned manufacturer of roofing and weatherproofing products while WTI has performed thousands of roofing projects nationwide. Regardless of the type of roof, we can offer a solution through Tremco-manufactured products or other roofing products. We have a pool of more than [redacted] pre-qualified subcontractors nationwide to assist in roofing project performance. Not only are these subcontractors approved



in the installation of Tremco products, but they are also approved to install products from other manufacturers.

WTI has expanded its service capabilities to become a full-service general contractor to all of our customers. WTI's general-contracting services include HVAC/ mechanical projects, indoor air quality solutions, asphalt paving, concrete, tile and terrazzo rehabilitation/ restoration, exterior building wall cladding systems and restoration, window systems repair and sealants, photovoltaic (PV) systems, insulated concrete forms, masonry, in addition to roofing restoration, maintenance and building envelope services. WTI's general-contracting capabilities are further supplemented by Tremco's vast sales and manufacturing resources.

ii. Describe Offeror's reputation in the marketplace.

UNMATCHED EXPERTISE AND EXPERIENCE

WTI and Tremco service customers across all markets including retail, healthcare, educational, and local, state and federal government as well as complex industrial and manufacturing companies. OMNIA members will have peace of mind knowing that their interests will be managed by a team of experienced professionals. We deliver quality assurance with each product through trained professionals who are qualified to perform roofing and building envelope services.

We are the only building envelope services company that helps maintain all six sides of the building. From start to finish we can provide solutions for every building envelope need. From building and safety assessments through complete GC services for boots on the ground work, OMNIA members can have the peace of mind that your building assets are safe and will be well looked after for years to come.

With more than 90 years of building envelope experience, Tremco is North America's foremost supplier of all aspects of roofing and building envelope materials and services. Tremco is uniquely positioned



QUALIFICATIONS AND EXPERIENCE

to provide single-source products, services and solutions for the entire building envelope. All Tremco Incorporated facilities are ISO 9001:2015. A sampling of relevant credentials, memberships and affiliations are provided below.

- Elevation Award for Roof Coatings from Durability + Design Magazine for the renovation of the 340,000-SF roof of Ford Field, home of the Detroit Lions, with AlphaGuard BIO
- NWIR – Tremco is a founding member of NRCA's newly established volunteer-based organization that provides educational and advancement opportunities for women in the roofing industry
- Center for Environmental Information in Roofing (CEIR) – WTI and Tremco are founding members of CEIR, an organization established by the NRCA dedicated to environmental and energy issues
- Contributor to 2016 Edison Award Winner – Silver for the Securock® ExoAir® 430 System
- US Army – Schofield Barracks, HI – Unit Commander's Coin – this is the highest unit citation that can be awarded to a civilian company
- US Army – West Point, NY - Unit Commander's Coin – this is the highest unit citation that can be awarded to a civilian company
- Northern Ohio District Council of Bricklayers and Allied Crafts Certificate of Appreciation for Contributions to the Apprenticeship Contest
- Roof Consultants Institute, 18th Annual Convention, Platinum Sponsor
- WTI and Tremco Sealants/Weatherproofing Division Outstanding Exhibition Award
- Business Marketing Association Silver Tower Award in Advertising
- John T. Fosdick Award for Excellence in Advertising: Highest Reader Interest Score
- Construction Specifications Institute (CSI) 20 Years of Service
- The NC99 Award of Greater Cleveland for one of the 99 Best Places in America to Work

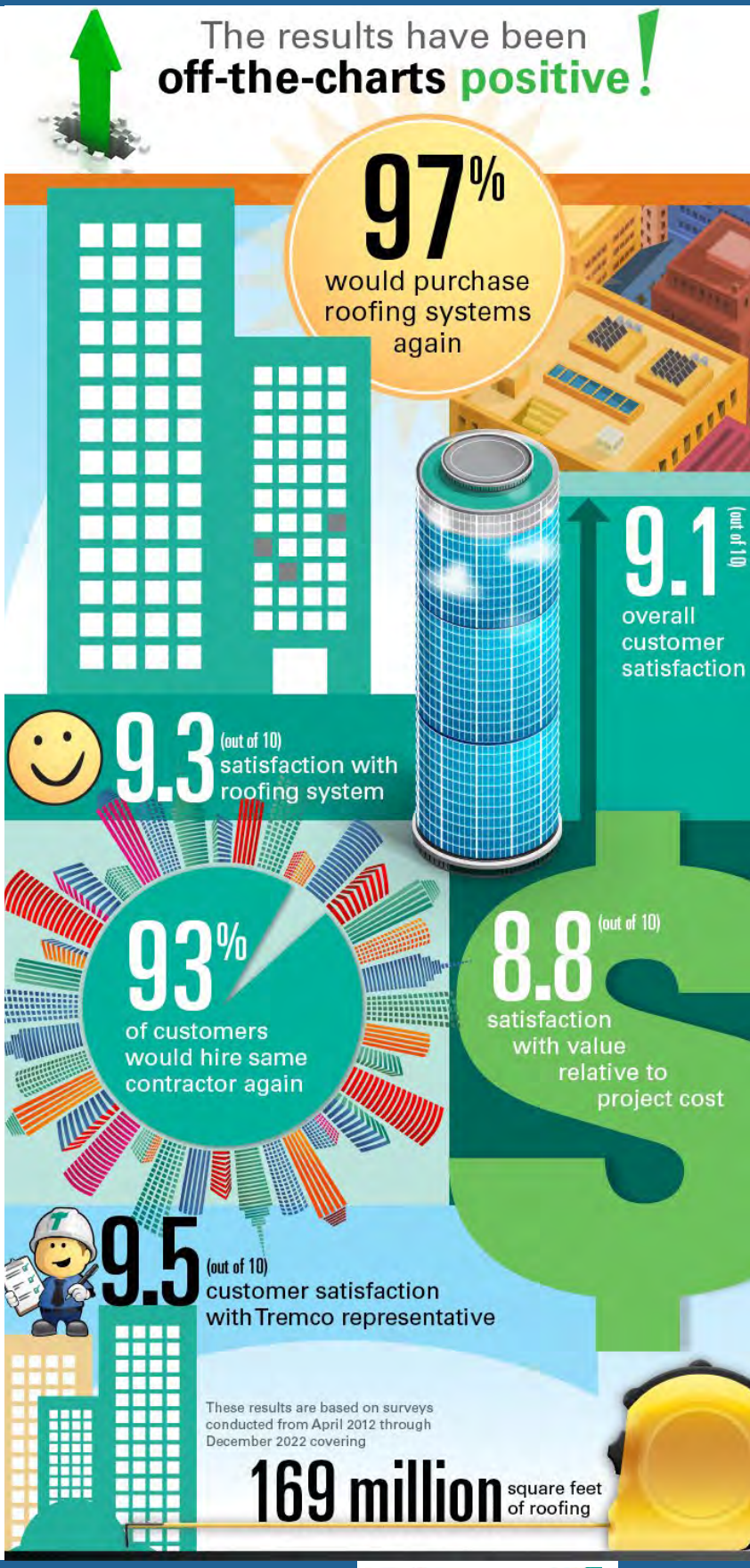


- Roof Political Action Committee (RoofPAC) – WTI and Tremco personnel have actively participated in several forums and seminars where we have presented white-paper lectures and additional industry-related information.
- Sponsor of Green Roofs and Walls of the World Virtual Summit
- Participation at the USGBC Greenbuild International Conference and Expo
- Receipt of Crain's Emerald Award Honoree for high-performance building renovation and commitment to sustainability
- Registered Provider with The American Institute of Architects Continuing Education Systems to deliver AIA training courses

Our products and services have a strong reputation in the marketplace. In fact, they have been used by clients nationwide for nearly 100 years. The infographic to the right shows the results from a recent survey, highlighting that 97 percent of clients would purchase from us again.

iii. Describe Offeror's reputation of products and services in the marketplace.

Tremco has unified the industry's leading building and maintenance products into one total enclosure system that allows our customers to build, restore, and maintain faster, safer, smarter and more efficiently. Our products and services are marketed to distributors, contractors and end-users spanning approximately 130 countries and territories. Tremco is known in the marketplace for offering six-sided solutions that deliver high-quality performance at the lowest possible life-cycle costs, helping to ensure peace-of-mind through long-term warranties and maintenance programs. This is accomplished through the Tremco CPG family consisting of Tremco Roofing and Building Maintenance, Weatherproofing Technologies, Inc., Dryvit Brands, Nudura brands, Willseal, Prebuck LL, Tremco Barrier Solutions, Inc., WTI/Pure Air Services, and Canam Building Envelope Specialists offerings.



OUR BUILDING ENVELOPE SERVICES

TremCare

WTI is presently managing more than [redacted] square feet of roofing across all market sectors throughout the US, Canada and Europe, using our OLI® system software. Over [redacted] square feet of our asset management programs include maintenance during their annual or bi-annual inspections.

OLI®

Our web-based On-Line Information System provides instantly obtain detailed building envelope inspection and maintenance data. OMNIA members can instantly access everything they need to know about their roofs to cost effectively manage their investments including detailed building envelope inspection and maintenance data, photos, repair recommendations, and so much more information that will improve budgeting for future building envelope needs—they decide what they want and how they want it reported. Managing even the most complex building envelope inventories is simplified with 24/7 access to detailed post-inspection information about every roof in their inventory formatted for effective analysis. Expert roof inspectors from WTI thoroughly analyze their roofs and compile historical data as well as construction and condition information to formulate an accurate picture of the state of their roofs. Whatever they need to know about their building envelope investment including a wealth of condition information, including photos; service activity; warranty and contractor information; leak history; roof construction specifics such as the type of surfacing and membrane; and so much more are right at their fingertips.

Building envelope repair

WTI can assist with maintenance issues by providing dedicated, professional crews to handle them, at terms that meet budget. Comprehensive up-front estimates, quality assurance of all materials, and dedicated personnel to handle patch and repair work to meet schedule and budget.



QUALIFICATIONS AND EXPERIENCE

Our crews can perform a variety of building envelope maintenance services and emergency and non-emergency leak repairs. Other services include flashing repair, drain and curb installations, roof cleaning and maintenance, joint sealing and air barrier. In addition, we provide indoor air quality disinfecting and sanitization solutions, as well as vertical and horizontal concrete structure repair solutions, including parking garages, walkways and decks.

Safety

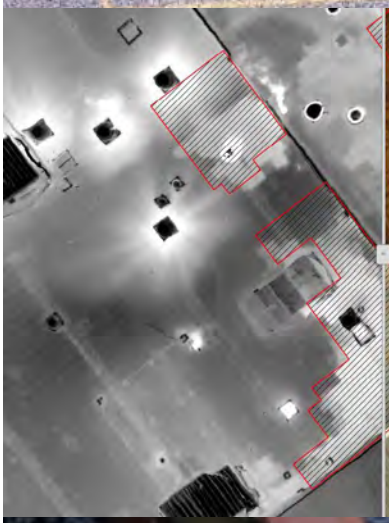
Every one of our building envelope projects, no matter how large or how small, begins with a thorough understanding of the job site's potential hazards, safe work procedures, product characteristics, equipment operation, conditions, and specific customer requirements. That understanding is based on the extraordinary safety training we provide our field advisors and technical personnel. To ensure that every installation is completed safely and efficiently, WTI and Tremco have developed a comprehensive set of safety resources, with a strong emphasis on field safety training and job site audits.

All of our field advisors receive safety training, so they can manage the trouble-free delivery of our products and services. All WTI employees receive at least their OSHA 10-hour safety card. In addition, WTI ensures we continue providing this knowledge with a core of 24 Authorized OSHA Outreach Trainers with extensive building envelope experience. This in-house safety expertise permits consistent and safe installation of our systems focused on customer and site-specific health and safety requirements.

Roof component laboratory testing

TRACE (Tremco Roof Analysis Core Evaluation) offers building owners a detailed, cost-effective way to determine the composition, construction and condition of any built-up roof system. Using ASTM testing methods, our experienced lab technicians perform tests that reveal important facts about roof composition and condition. All analyses are done at Tremco's state-of-the-









art research center, which is NVLAP (National Voluntary Laboratory Accreditation Program) accredited for bulk asbestos analysis using polarized light microscopy (NVLAP Code 200887-0). TRACE automatically includes a Tremco ACT® (Asbestos Core Testing).

Infrared moisture analysis

A visual inspection, while valuable as a guide, cannot accurately pinpoint moisture below the roof surface. A Thermocore infrared moisture analysis provides detailed thermal map of how and where hidden moisture is located. A sensitive infrared scanner is used at night to detect temperature differentials across the roof; areas over wet insulation appears warmer than surrounding areas. OMNIA members will get the data they need to make the best decisions within budget.

WTI offers a full range of sophisticated analytical, maintenance and information-based services with one simple goal—to maximize the life of the building envelope and protect the value of the building. We understand that before the right roofing decision can be made, it is critical to know what is right for each particular roof. This requires technical information about current conditions—its membrane type and bitumen—because these technicalities can make a drastic difference in the cost of any planned roof work.

Small roofing problems can easily snowball into large, expensive issues. Our TremCare® maintenance program helps prevent premature deterioration and keeps roofing assets in top working order. With WTI's trained roofing technicians performing regularly scheduled inspections, housekeeping and maintenance, problems are uncovered and corrected early to prevent. Available for any kind of roofing system, TremCare® programs are carefully prepared and customized to suit all buildings and budgets.

Protection Under One Roof

TremCare® gives OMNIA members the ability to choose the roofing maintenance and protection program that's right for them. And with OLI®, our On-



Line Information system, we even support businesses that do not want the advantages of a TremCare® maintenance program.

Used either on its own or as the central component of TremCare® Gold and Platinum, OLI® represents the latest in web-based information management systems. OLI® can manage any combination of drawings, photos, service activity reports, budgets, warranties, lifespan projections and much more. Data is available 24/7 in a secure, password-protected area of our website.

Some customers want us only to repair leaks and not to provide other maintenance activities. These customers can take advantage of our 24-hour-a-day leak line through the Tremsource® program.

Asset Management

If OMNIA members want to manage their own roofing assets, WTI will conduct an extensive inventory of the condition of all roofs to establish immediate needs and then enter the data into OLI® for their use.

TremCare® GOLD

Since general rooftop housekeeping and preventive maintenance are equally important, WTI experts will plan and prioritize both after thoroughly inspecting the roofs. Detecting and repairing problems early saves money, reduces downtime and damage to the roof, and prevents premature deterioration. TremCare® Gold offers the following services:

- Housekeeping: WTI will remove incidental debris (leaves, branches, paper, etc.) from the roof, drains and gutters during scheduled, periodic housekeeping operations.
- Preventive Maintenance: WTI will maintain roofs in their present condition by making minor repairs to the membrane and flashing systems. Preventive maintenance is not designed to restore neglected roofs to new condition.



- 24-Hour Emergency Leak Response: OMNIA members can report leaks 24 hours a day, seven days a week, on our dedicated, toll-free hotline. The hotline logs the call for priority treatment, ensuring a fast, efficient response every time.

TremCare® PLATINUM

In addition to the services of TremCare® Gold, TremCare® Platinum takes both the worry and the costs out of leaks. Quite simply, the repairs are on us if the roof leaks.

Previously neglected roofs may require repairs or upgrades before TremCare® Platinum can be instituted. Eliminating additional costs for on-site visits to repair leaks also simplifies maintenance budgets. TremCare® Platinum is intended for non-Tremco roofing systems or Tremco roofs that are out of warranty.

Other Services

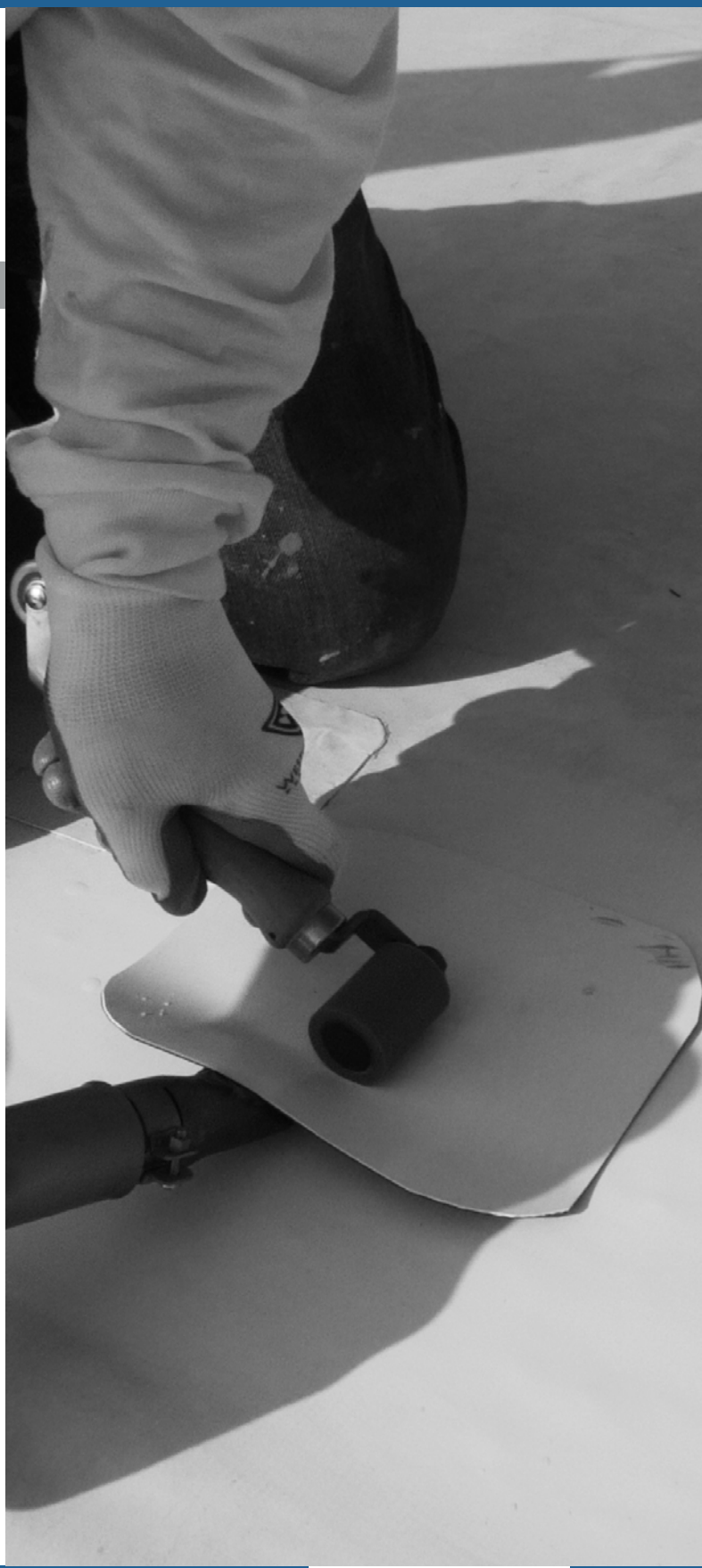
Thermocore® Roof Moisture Analysis

Provides a detailed thermal map of hidden moisture. The data can be used to focus repairs on the roof's problem areas, saving money on repair work.

TRACE® and ACT®

Can answer questions about a roof's make-up. The Tremco Roof Analysis Core Evaluation (TRACE) provides rigorous lab data on the construction, composition and condition of any built-up roofing system. ACT (Asbestos Core Testing) helps to accurately determine the exact percentage and type of asbestos found in each ply and the adhesive or mastic. ACT is included as part of a TRACE analysis.

Moisture probes are used to verify wet areas, and the results of the infrared survey are confirmed by taking core samples. Some physical testing is necessary to measure the quantity of moisture at the core site and details of the roof construction. All roof cores and moisture probes are immediately repaired with Tremco materials to ensure waterproofing continuity.



Leak Response

Water leaking into the building is not only a nuisance, it can also cause significant damage to the building and danger to visitors. WTI offers a full range of sophisticated analytical, maintenance and information-based services with one simple goal—to maximize the life of the roof and protect the value of the building.

Roof and building assets experience abuse every day from weather, movement, modifications and traffic. As roofs age, minor problems may occur such as tears and splits in the roof membrane, and cracks and deterioration of the walls. Although these defects may not be severe, if not repaired promptly they can become major problems and lead to a large capital expense.

WTI can provide professional crews to handle these maintenance issues. Offering timely service, superior workmanship and quality materials, our dedicated repair crews are available on either a contract or time-and-materials basis to meet budgetary needs.

- Advantages Of Utilizing WTI's Maintenance Crews
- Comprehensive up-front estimates
- Quality assurance of all materials and labor
- Dedicated personnel to handle patch and repair work
- Timely scheduling of work

Our crews perform a variety of roofing and building maintenance services

Flashing Repairs and Installation

The most common reason for premature roof failure is flashing problems. Our crews will repair or replace failing flashings with reinforcement membranes designed to be compatible with your roof system.

Drain and Curb Installations

Ponding water may also cause roof deterioration. Installation of new drains may alleviate this problem.



Emergency and Non-emergency Leak Repairs

Our crews are available to quickly repair any leaks, minimizing damage to an owner's building and assets.

Annual Roof Cleaning and Maintenance

Since most manufacturers recommend that roof systems receive regular inspections and maintenance, we are available to periodically inspect and clean all roof components.

Joint Sealing

Extreme weather changes, and the daily contraction and expansion associated with them, along with age and other problems can create cracks or open joints in your parapet walls and concrete surfaces. This can allow water to infiltrate your roof and building. Our crews can make these repairs before damage becomes a problem.

The system provides

- 24/7, 365 toll-free phone reporting leaks
- OLI® access for reporting leaks
- Customized call roster for proper dispatching

On-line leak tracking system (within OLI®) that provides

- Time and date of leak call reported
- Repair start date
- Repair completion date
- Cause of leak
- Before and after photos
- Printable report
- Additional scopes of work (if required)

SKYBEAM™

Collect and Analyze Building Data from Your Roofs and Facades Quickly, Thoroughly and Cost Effectively

OMNIA members need to know if their roofs and facades are in good shape, or damaged by problems like ponding water; holes, gaps and cracks; torn membranes; soaked insulation; spalling concrete. Are they airtight, or leaking energy? Are they safe? Building owners need to really know their condition in



order to plan well. But mapping roofs and facades, difficult at best, is prohibitive if buildings are hundreds of feet tall, cover acres or are part of a campus. There was no good way to do this until now. Until SkyBEAM™ from WTI.

The Future Of Facility Mapping Takes Off

The groundbreaking SkyBEAM™ (Building Envelope Asset Mapping) system is an unmanned aerial vehicle (UAV) with interchangeable, high-resolution still and infrared (IR, or thermal) cameras that help our customers understand the exact condition of their facilities before any work begins, and afterwards to ensure that the project was properly completed.

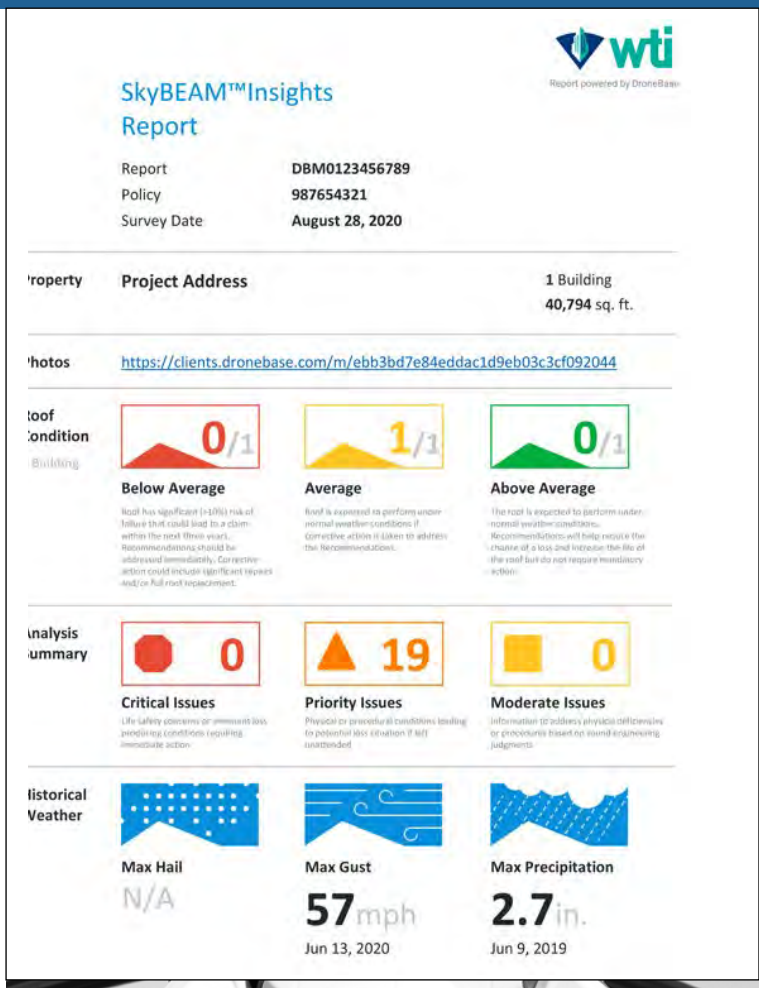
SkyBEAM™ gathers building data quickly, thoroughly and safely. One of our tens of thousands of licensed* UAV pilots in the US and Canada will program SkyBEAM™ to fly to a specific height, do the mapping and return. SkyBEAM™ can map tall buildings without scaffolding, identifying problems that would have been virtually impossible to find before. It can map buildings with millions of square feet of roofing in a few hours, yet is cost effective enough to use with much smaller facilities.

Pinpointing Building Energy Issues

SkyBEAM™'s infrared camera detects heat variations around the roof, which often result from wet insulation retaining heat longer than dry insulation. These variations usually mean that the building is losing energy. Thermal mapping is most effective at night when the sun is not heating the building. The SkyBEAM™ pilot flies the roof in a programmed pattern, taking numerous thermal photographs that are combined into a single large image (an orthomosaic) showing the location of irregularities that require verification. Technicians can then safely verify these areas during the day for removal, replacement or further analysis. Nobody sets foot on the roof in the dark to map it.

Exceptional Reporting Clearly Shows the Building's Condition

SkyBEAM™'s detailed reporting separates it from other UAV systems and is one of its great benefits, providing actionable data to use in making building decisions.







QUALIFICATIONS AND EXPERIENCE

Report Offerings Include

SkyBEAM™ Birdseye	Detailed high-resolution photos taken from straight above the roof show its condition before and after a project.
SkyBEAM™ Insights	Detailed high-resolution photos and an analysis of any damage or areas of concern, exact roof measurements and an orthomosaic image. Optional 3D modeling can be added.
SkyBEAM™ Exterior	Exterior photographs and an interactive 3D model show the façade's condition.
SkyBEAM™ IR	Roof thermal images are compiled into a comprehensive, interactive, easy to understand report that clearly and accurately shows problem areas.

All data resides in our OLI® OnLine Information system for easy access.

Nothing Else is Like SkyBEAM™

SkyBEAM™ gives accurate visual evidence about your buildings' condition, especially difficult-to-map areas. It helps to improve facility maintenance planning and budgeting, is the safest way to conduct nighttime thermal mapping, and helps technicians maximize their time as they easily locate and repair rooftop damage.

With tens of thousands of licensed pilots, the use of artificial intelligence to capture a wide range of information about facility assets and provide detailed reports, and a history that includes being the first FAA-approved UAV for nighttime commercial use, SkyBEAM™ is one more example of how Tremco Roofing's innovations can help OMNIA members.



QUALIFICATIONS AND EXPERIENCE

GENERAL CONTRACTING

With decades of experience delivering professional construction and construction management services to building owners throughout the United States, WTI understands the complex issues faced by facility managers today. Aged infrastructures, budget and time constraints, rising energy costs and rapidly evolving sustainable solutions combine to challenge high performance building goals. Only a professional construction firm with deep technical expertise and broad project management experience can deliver the breadth of services needed by building owners today.

WE OFFER OUR CUSTOMERS A COMPLETE LINE OF HIGH-PERFORMANCE ENVELOPE SOLUTIONS

- Fluid applied
- Coatings
- Built-Up
- Modified Bitumen
- Metal
- Single Ply
- Vegetated
- Photovoltaic
- Exterior Sealants
- Exterior Wall Solutions for Brick, Block, Concrete, EIFS



WTI specializes in integrated repair, restoration and retrofit services designed to help our customers improve building performance while reducing life-cycle costs. As a subsidiary of Tremco Incorporated, WTI general contracting capabilities have grown over the years from expert roof management programs to whole building solutions.

Integrated Building Repair and Restoration Services

Because buildings are complex systems, WTI's approach to facility repairs and renovation is based upon a thorough understanding of the relationship between building components. Changing one component may have repercussions throughout the building. That's why we take a holistic approach to building restoration and start with a thorough understanding of the owner's long-term goals for the building.

QUALIFICATIONS AND EXPERIENCE

The Key to Time-Saving, Quality, and Cost-Effective Roofing Projects

Maintaining the quality and control of your building envelope projects can be challenging, if not impossible, in the face of your daily responsibilities. Construction Management Services from WTI takes managing roofing projects off your plate, and puts experts in charge of the intensive, time-consuming, daily demands of administration, budgeting, scheduling, quality control and on-site supervision.

When it comes to safeguarding your building envelope investment, relying on warranties is not enough. The best protection is a properly managed project, helping building repairs to last longer and effectively lower costs per square foot per year over their extended life.

Areas of Expertise

- Roof repair, restoration, and replacement
- Facade repair and restoration
- Sustainable technologies & renewable energy solutions
- Whole building retrofits
- HVAC system upgrades
- Parking structure repair and restoration
- Asphalt paving, repair and replacement
- Interior renovation
- Facility asset management programs
- Air barrier solutions

WTI and Tremco have demonstrated their commitment to building envelope excellence by helping thousands of customers in numerous industries, maximizing their investment in their building envelope, and providing peace of mind that their building assets are performing at peak efficiency.

Our products and services have a strong reputation in the marketplace. In fact, they have been used by clients nationwide for nearly 100 years.



MY T.E.A.M.

Cost Controlled Building Life-cycle Management Maximize building durability, property value and aesthetics.

My T.E.A.M. is a flexible data-driven program designed to prioritize owner needs while cost effectively managing all aspects of building ownership.Tremco's TEAM approach will diminish building owner and facility manager risk by helping to prioritize critical repairs, reduce or eliminate accidents and surprises, while staying on schedule and controlling costs.

25% Labor savings vs. traditional methods

15% Savings on engineering services

28% Savings on materials

A Team Approach to Assets Management

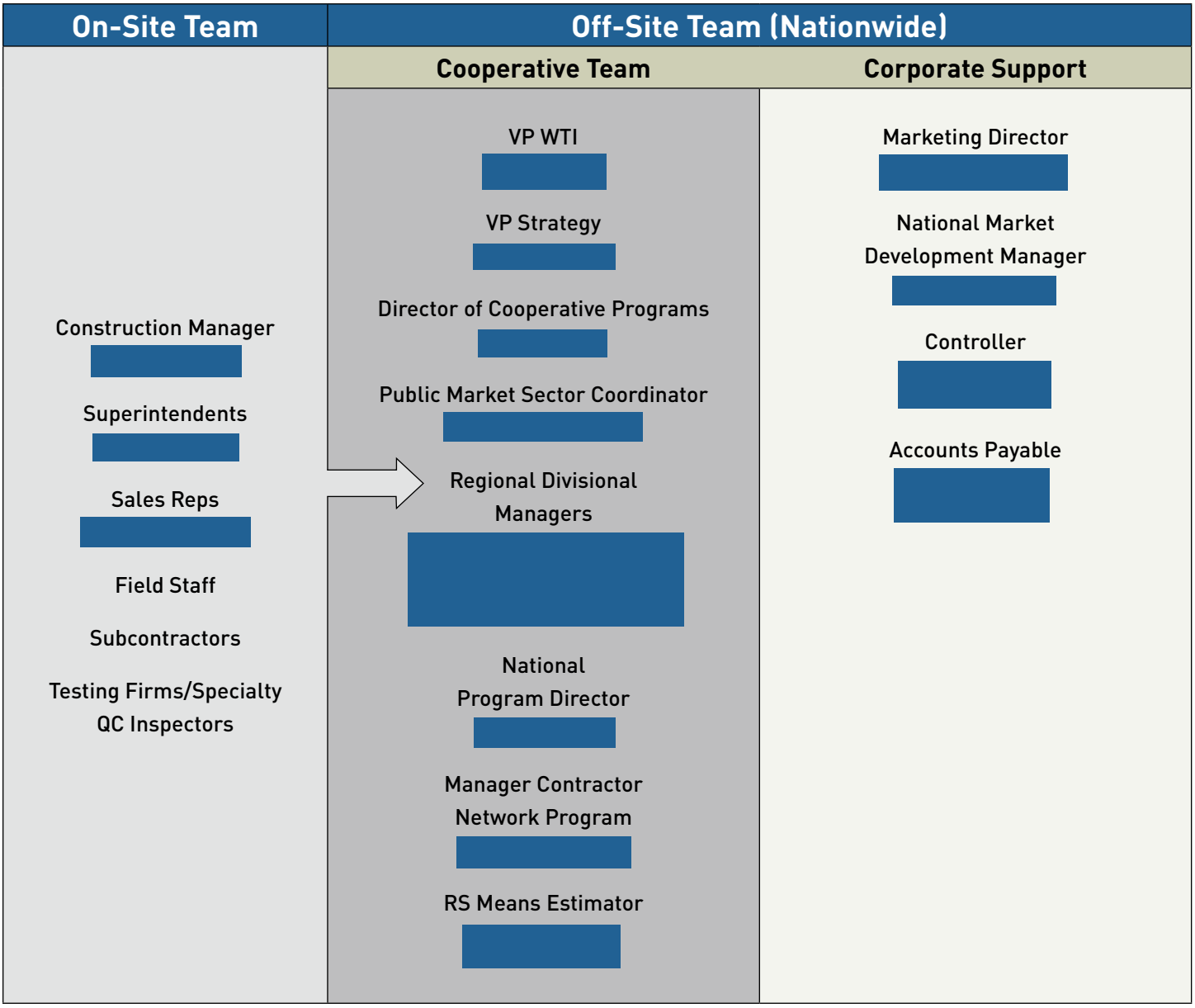
Visual Assessment of Building Enclosure
3rd party Engineering Assessment
Consultant Network
Database of Enclosure Metrics (know what you have)
MyOLI Current Status (Green, Amber, and Red)
Thermocore® roof moisture analysis*
Trace® (Tremco Roof Analysis Core Evaluation)*
ACT® (Asbestos Core Testing)*
Multi-year budget planning
Sustainability Metrics*
Industry Best Practices sharing
GC/CM services and contract management capabilities
Procurement Contracts
Material Sourcing (performance, testing, availability)
Approved Contractor Network
System Warranties (with extension options)
TremCare Ongoing Maintenance Services
Pure AIR® Indoor Air Quality Testing and Equipment
Enclosure Testing and Energy Consulting

*as needed



iv. Describe the experience and qualification of key employees

With more than 60 years of experience, WTI is licensed in virtually every state in the nation to perform as a general contractor as well as provide roofing and building envelope services. The organization chart for the Roofing Products, Services and Job-Order-Contracting (JOC) Services contract below identifies the key positions responsible for contract implementation, marketing, and performing job orders. This organizational structure has performed for Region 4 ESC for more than 19 years and over 11 cooperative contracts, demonstrating our ability to meet the needs of public agencies nationwide.



Copies of resumes for key team members are available to OMNIA members upon request.

v. Describe Offeror's experience working with the government sector.

WTI and Tremco has an extensive and long history working with the government sector at every level: local, state, and federal. WTI and Tremco support our government sector customers with the construction industry's most comprehensive offering of roofing solutions and services, and building envelope expertise, to help keep facilities sound and watertight long into the future.

We have helped thousands of government sector customers achieve their building asset goals, many of them through our long association with OMNIA Partners.

WTI and Tremco has successfully teamed with Region 4 ESC and OMNIA to offer a cooperative contract that meets the diverse needs of public agency facility management, construction managers, maintenance staff and procurement officials.

We recognize that identifying the problem and defining the technical solution for government sector entities only solves part of the problem. WTI understands that government sector customers need to procure products and services as quickly and economically as possible, without sacrificing quality, performance, or transparency. WTI's proven history in the public sector demonstrates our ability to service this important market.

Types of Government Sector Customer

- K-12 Schools
- Higher Education
- State Vocational Schools
- State Agencies
- Cities/Municipalities
- Counties
- Housing Authorities
- Airports
- Water Districts
- Hospitals

We have worked with public agencies across the country for decades and understand their operational needs and budget challenges. And because their goals are our goals, we continually advance our own capabilities to offer a suite of solutions as customizable as they are turnkey.



vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Weatherproofing Technologies, Inc. (WTI) is a nationwide provider of roofing, building envelope and other construction services. In this role, WTI is sometimes involved in litigation matters, but no pending or anticipated litigation is any way material from a financial standpoint either as to potential liability or requested remedies. No pending litigation, nor any that we anticipate at this time, will in any way interfere with our ability to complete service public agencies in accordance with OMNIA contractual requirements. In further response, over the last five years, WTI has no litigation resulting in a judgment against the company.

vii. References: Provide a minimum of 5 public agency customer references relating to the products and services within this RFP. Two (2) of these customer references should be for projects delivered through the job order contracting (JOC) delivery method. All references should be for services within the past three (3) years. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

References are available to OMNIA members upon request.

viii. Subcontracting Plan and/or Explanation of Applicable Affiliate Relationships -Offeror shall submit a subcontracting plan with their submittal. This plan will explain the subcontracting procedures providing assurances that the subcontractors meet the same high standards as the contractor. This will include a subcontractor's log, subcontractor qualification form, felony conviction notice and child and sex offender notice. This plan will also address how the Offeror will implement this safety plan with subcontractors (may reference the Offeror's safety plan). The subcontractors will be held to the same standards as the Awarded Offeror.

A distinct portion of the subcontracting plan must deal with attracting, utilizing and mentoring small and disadvantaged businesses including how your company will attract these firms. Describe how your company will institute a prompt payment plan upon completion and acceptance of their work and how your company will make progress payments to subcontractors on long term job orders.

The Offeror shall submit a plan detailing the relationship with any applicable affiliates that may do work under this contract. This submittal should include, but is not limited to, work history, credentials, PO processes, and process to maintain upstanding workmanship and service.

WTI and Tremco's Small and Minority Business alliances are designed to meet both roofing and weatherproofing needs as well as socio-economic goals. With a network of 8(a), Service Disabled Veteran-Owned, HUBZone and other roofing and general construction contractors, we provide a full range of services to our customers that meet not only "Best Value" requirements but also mandates regarding disadvantaged and underutilized small businesses.

Drawing on decades of extensive experience providing turnkey roofing, building envelope and facility management solutions to customers in government, education, healthcare and many other industries, we work to enhance business opportunities in those sectors for small and minority businesses. Whenever possible, the small and minority businesses we work with are based near project sites in order to minimize mobilization and demobilization costs. We also leverage our partners' knowledge of local working conditions, regulatory requirements and the availability of local suppliers. The program allows us to share our extensive experience and technical expertise with each small/minority business contractor, thereby ensuring the same quality workmanship that all Tremco Roofing contractors deliver.

WTI and Tremco has the unique ability to integrate quality assurance plans within each contract in order to measure the quantity, quality and timeliness of all products and services delivered. Most importantly, our combined capabilities provide a full array of services to meet the diverse needs of our government and public sector customers.

With 90+ years of experience supporting small business subcontractors, we consistently select subcontractors capable of executing the work to ensure every customer's satisfaction. Regarding this need to exceed our customer's expectations, we monitor the subcontractor's schedule on multiple job orders to eliminate risk of overloading. This initiative allows us to firmly manage subcontractors while maintaining costs and schedule. Tremco's success with women-owned, minority-owned and small business enterprises derives from treating subcontractors fairly and ensuring timely payment for services rendered.

WTI and Tremco clearly demonstrate an unwavering commitment to our entire current and fast-growing list of future subcontractors and small business partners. More specifically, the opportunities presented with this contract would help us grow our strategic small business partner alliances. WTI and Tremco are committed to making a good faith effort to ensure project management and judicious treatment of subcontractors. As such, we will make every attempt—both formally and informally—to establish and maintain an ongoing dialogue with these key contributors. Our intent is to build

strong working relationships, which are invaluable when a particular project requires a special, accelerated time frame or an extraordinary level of teamwork to meet a performance objective.

Tremco's criteria for selection of subcontractors is based on standards established by the NRCA. NRCA suggests that the contractor be a professional roofing contractor which meets or exceeds certain qualifications. Tremco has developed a Certified Contractor Program to exceed NRCA-suggested requirements as outlined below.

NRCA Requirement	Tremco Requirement
A Permanent Place of Business	
Knowledge of Roofing Systems	
Insured and Committed to Safety	
Licensed and Bonded	
Financial Stability	
Application Expertise	
Warranty	
Completed Projects	
Provisions for On-Site Supervision	
Professional Maintenance Program	

Tremco has two levels for subcontractor certification—Approved and Certified.

Approved	Certified

After being qualified as an Approved or Certified subcontractor, at a minimum, final subcontractor selection for a specific project will be based on a best value evaluation considering the following areas:

- Past performance/experience in work scope
- Availability of manpower and resources to meet project schedule
- Schedule commitment on existing projects
- Location of subcontractor in relation to project site
- Rapid response/emergency response capabilities
- Current DUNS and CAGE numbers
- Ability to provide appropriate insurance and bonding

Our subcontracting plans are created on a project by project basis, however, all of our subcontracting plans include the above-referenced information at a minimum to ensure that our customers receive both quality and safety-related essential standards at the forefront of every project. Surveillance and Performance: WTI mandates that work performed by subcontractors is held to the same standards as self-performed tasks. Subcontractor work is monitored for progress, quality and safety. WTI's Superintendent manages subcontractor progress for adherence to the subcontract agreement and the QC Plan. In this role, the Superintendent is monitoring each subcontractor's workload and resources against the upcoming schedule of work they are contracted to perform. The Superintendent also coordinates with the Construction Manager so that the delivery order is being constructed according to subcontract agreements and delivery-order specifications. The Superintendent conducts Weekly Status Meetings with each subcontractor's Project Manager or Foreman to review schedule, quality, safety, cleanliness, on-site professionalism, critical issues and communication. Our commitment to quick and accurate subcontractor payments benefits the subcontractors and participating agencies with improved timeliness and quality.

Scheduling

Once the Construction Manager and Superintendent determine the tasks that will be self-performed and subcontracted, they identify fast-track and long-lead items before putting the subcontracted tasks out to bid. Our bidding process includes a schedule for each scope of work that is discussed with bidders so that any scheduling conflicts are identified during the selection process. Through our subcontractor-selection process, we select quality subcontractors capable of meeting the scheduling requirements of the delivery orders. WTI then develops a preliminary schedule and timelines based on information received from subcontractors during the bidding phase. The subcontractor's final performance period and schedule are included in a signed subcontract agreement.

Subcontractors Log

WTI requires completion of a Subcontractor Log as part of each delivery order. The Superintendent will maintain and update the Subcontractor Log onsite during performance of field activities to reflect the firms involved and the tasks they perform.

Subcontractor Qualification Form

WTI tasks the Construction Manager with overseeing the subcontractor-selection process. Working in conjunction with the Superintendent, the Construction Manager will utilize a best-value selection approach. Based on the scope of work for individual delivery orders, subcontractors are notified of upcoming bids. In addition to requesting cost/price proposals, the Construction Manager evaluates technical expertise and reliability including the specific items below.

- Past performance/experience in work scope
- Past performance/experience for Omnia
- Availability of manpower and resources to meet delivery-order schedule
- Schedule commitment on existing delivery orders
- Location of subcontractor in relation to delivery-order site
- Rapid-response/emergency-response capabilities
- Ability to provide appropriate insurance and bonding

Felony Conviction Notice and Child and Sex Offender Notice

Subcontractors selected to perform on individual delivery orders will be required to complete and submit a Felony Conviction Notice and Child and Sex Offender Notice for personnel. These forms will be submitted to Omnia and/or participating agencies as required by the contract.

Subcontractor Payments

WTI will make progress payments to subcontractors based upon applications for payment submitted by the subcontractors. Subcontractors are required to submit monthly requisitions for payment for work completed during the preceding month unless the billings requirements of the participating agency contract documents specify otherwise, and those requirements supersede these provisions. WTI will issue progress payments on properly submitted requisitions relating to work performed in accordance with the contract documents o a net 30 basis from receipt unless different terms are expressly provided in the contract documents. The amount of each progress payment to the subcontractor will be equal to the following:

- The percentage of completion for the work of the subcontractor on a monthly basis and in accordance with the contract
- Plus, the amount allowed for materials (if any)
- Less the aggregate of previous payments to the subcontractor, and less 10% or specified retainage

Retainage will be held until the DO has received the final inspection and has been accepted by the participating agency. We will not be required to pay subcontractors more than received for our work.

Final payment, constituting the entire unpaid balance of the contract sum, will be made to subcontractors when the work has been completed to the satisfaction of WTI, Region 4 ESC, Omnia members and public agencies.



ix. Provide any additional information relevant to this section.

COOPERATIVE CONTRACT DELIVERY METHOD

In addition to the traditional services we have outlined in this proposal, we are excited to continue to offer the proven Contractor Network delivery model, which is highly desired by participating agencies. The Contractor Network allows participating agencies to capitalize on a network of highly qualified, local, best in-class and pre-qualified contractors to perform Roofing and Job Order Contracting (JOC) services. JOC projects will be limited to roofing, building envelope,

WTI's parent company, Tremco, provides both technical and administrative support throughout the project as well as assumes the responsibilities outlined below.



LOCAL/REGIONAL CONTRACTOR SUPPORT



QUALIFICATIONS AND EXPERIENCE

Each company in the Contractor Network included in the Value Add has applied, met the programs stipulated criteria, been fully vetted, and previously accepted into the program by Region 4 Education Service Center. Each has met the following pre-established selection criteria and meets and exceeds standards established by the NRCA. In addition, In-Network Contractors must also meet the additional requirements to become accepted and remain part of the Network.

NRCA Requirements	Additional Network Contractor Requirements
• A Permanent Place of Business • Knowledge of Roofing Systems • Insured and Committed to Safety • Licensed and Bonded • Financial Stability • Application Expertise • Past performance • Provisions for On-Site Supervision • Professional Maintenance Programs	

Adding New Contractors to the Contractor Network

Contractor Network Resources

The National Cooperative Contractor Network roster lists the individual pre-qualified and In-Network contractors that are independently owned and part of this RFP response. This roster was previously accepted into the program by Region 4 Education Service Center under OMNIA Contract #R180903 and will be updated in accordance with the process of adding contractors outlined above.

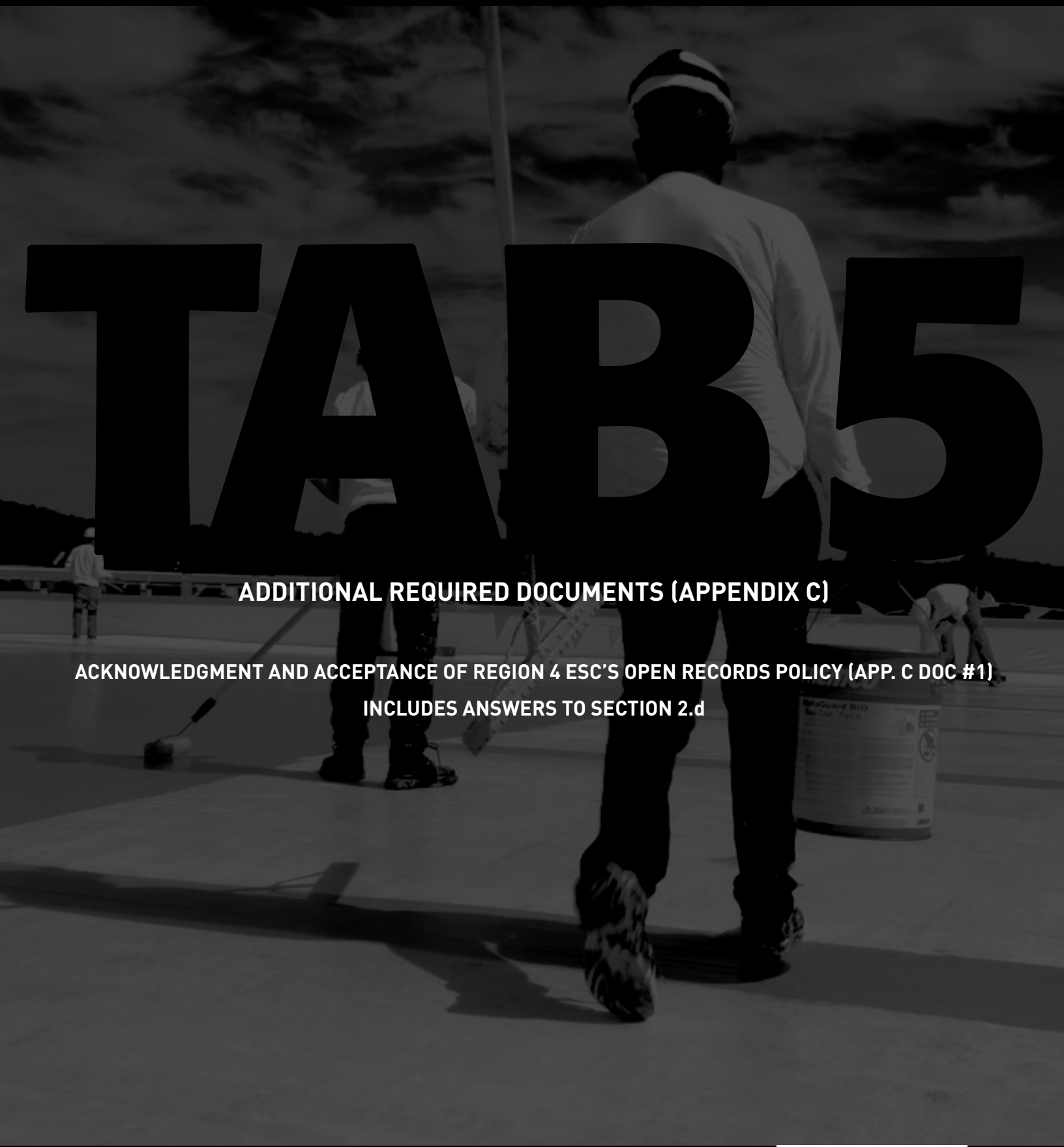
CONTRACTOR NETWORK METHOD OF DELIVERY PROCESS

Contractor Network Roster as of June 2023

Our complete copy of our contractor network list is available to OMNIA members upon request.

CONTRACTOR NETWORK PRICING





TAB 5

ADDITIONAL REQUIRED DOCUMENTS (APPENDIX C)

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC'S OPEN RECORDS POLICY (APP. C DOC #1)

INCLUDES ANSWERS TO SECTION 2.d

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE

OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

6/14/2023 — *Date*

JK Milliken/ss President — *Authorized Signature & Title*

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Weatherproofing Technologies Inc.

Address 3735 Green Rd.
Beachwood, OH 44122

Phone 800-852-6013

Fax N/A

Contact

JK Milliken/ss
Signature

JK Milliken
Printed Name

President
Position with Company

Official Authorizing Proposal

Signature

Printed Name

Position with Company

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

As a wholly owned subsidiary of a publicly traded business entity Weatherproofing Technologies Inc. is exempt from this form.

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, J.K. Milliken, President, as an authorized representative of

Weatherproofing Technologies Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

J K Milliken/ss — 6/14/2023

Signature of Named Authorized Company Representative — Date

Appendix C, DOC #5

FELONY CONVICTION NOTIFICATION

Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This Notice is Not Required of a Publicly-Held Corporation

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Offeror shall review §22.0834, Texas Education Code and 19 Texas Administrative Code §§153.1101 and 153.1117 regarding criminal history checks of school contractor employees. The rules define continuing duties related to contracted services, direct contact with students, covered contract employee and other relevant terms within the statute.

Except as otherwise provided herein, Offeror will obtain and certify in writing, before work begins, that the Offeror has received all criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Offeror/Contractor or Subcontractor, if the person has or will have continuing duties related to the contracted services, and the duties are or will be performed on Region 4 ESC's, or Participating Public Agency as applicable to the Texas Education Code, property where students are regularly present or at another location where students are regularly present. Awarded Offer(s) shall assume all expenses associated with the background checks and shall immediately remove any employee or agency who was convicted of, receive probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Region 4 ESC's property or other location where students are regularly present.

Offeror/Contractor or sub-contractors may not work on Region 4 ESC's, or Participating Public Agency where the Texas Education Code may be applicable, property where students are present when they have been convicted, received probation, or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;

2. Any sex offense;

3. Any crimes against persons involving:

   a. Controlled substances; or

   b. Property; or

4. Any other offense Region 4 ESC, or Participating Public Agency where the Texas Education Code may be applicable, believes might compromise the safety of students, employees or property.

I, J.K. Milliken, President, as an authorized representative of Weatherproofing Technologies Inc., the Offeror verify that:

A. My company **is not** owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: JK Milliken/ss Date: 6/14/2023

B. My company **is owned** or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s) : _____

Date: _____

C. My company is a **publicly held** corporate, therefore, this reporting requirement is not applicable.

Signature of Company Official: _____ Date: _____



TAB 6

Value Added Services

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

3. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

Acknowledged

4. Past Performance: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

WTI has a long and successful working history with OMNIA Partners and it's members. I

5. Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

Acknowledged

VALUE ADDED SERVICES

Our subcontracting plans are created on a project by project basis, however, all of our subcontracting plans include the above-referenced information at a minimum to ensure that our customers receive both quality and safety-related essential standards at the forefront of every project.

COOPERATIVE CONTRACT DELIVERY METHOD

In addition to the traditional services we have outlined in this proposal, we are excited to continue to offer the proven Contractor Network delivery model, which is highly desired by participating agencies. The Contractor Network allows participating agencies to capitalize on a network of highly qualified, local, best in-class and pre-qualified contractors to perform Roofing and Job Order Contracting (JOC) services. JOC projects will be limited to roofing, building envelope, restoration, and related services. Within this delivery model, WTI's parent company, Tremco, provides Program Administration to support the Contractor Network Program. This delivery model provides an opportunity to work with a growing number of public agencies that desire to work with their preferred, local, best in-class contractors, in collaboration with WTI and its parent company Tremco. This delivery model is significant in that it satisfies OMNIA's desire for a national contract for roofing products and services and JOC services while providing OMNIA's Members a valuable delivery model to utilize the OMNIA contract.

The Contractor Network allows participating agencies direct access to local, pre-qualified, best-in-class contractors. In this delivery model, Tremco provides Program Administration of the process and provides performance based and warranted technical solutions. The Contractor Network Delivery Model, like other models proposed, provides outstanding roofing performance, which is backed by warranties and maintenance agreements to provide participating agencies comprehensive roofing and building envelope asset management. Further, the Contractor Network Delivery Model will engage the design community due to its transparency and the fact that the services can be competitively proposed locally. This value-added offering along with our general contracting and material only offerings, allows OMNIA participating agencies to select the delivery model option that best suits their needs and requirements.

Key Benefits of The National Cooperative Contractor Network Delivery Model to OMNIA Partners



WTI's parent company, Tremco, provides both technical and administrative support throughout the project as well as assumes the responsibilities outlined below.



LOCAL/REGIONAL CONTRACTOR SUPPORT

NRCA Requirements	Additional Network Contractor Requirements
• A Permanent Place of Business • Knowledge of Roofing Systems • Insured and Committed to Safety • Licensed and Bonded • Financial Stability • Application Expertise • Past performance • Provisions for On-Site Supervision • Professional Maintenance Programs	

Adding New Contractors to the Contractor Network

Contractor Network Resources

CONTRACTOR NETWORK METHOD OF DELIVERY PROCESS

Contractor Network Roster as of June 2023

A complete copy of our contractor network list is available to OMNIA members upon request.

CONTRACTOR NETWORK PRICING



Warranties

Sample warranties are available to OMNIA members upon request

VALUE ADD
FALL PROTECTION SOLUTIONS

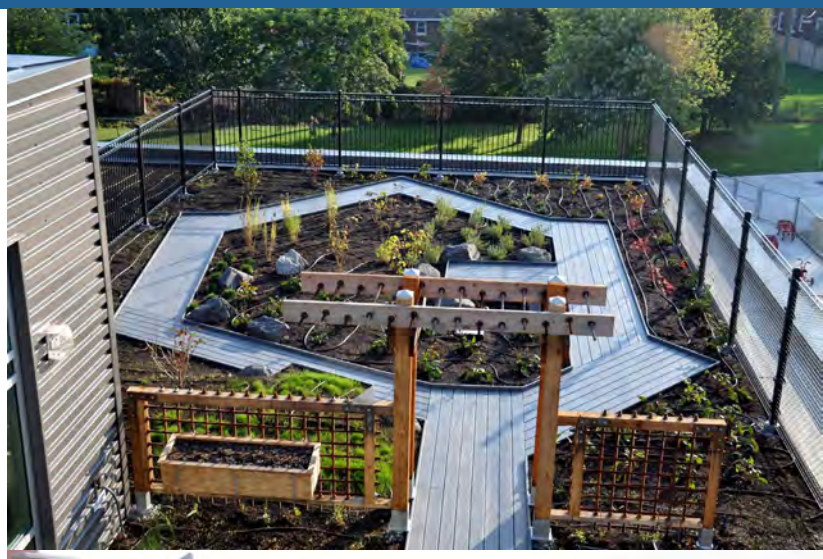


At WTI and Tremco safety is the cornerstone of our business—leading with safety every day. Our robust safety culture and practices, as well as our industry-leading safety products and services offering, are designed to make your roof as safe as possible.

Our commitment to safety stems from our passion to protect a company's most valuable assets, its employees. We're all aware that building envelope services is one of the most dangerous businesses in construction, and serious workplace injuries or death change lives forever—for families, friends, as well as our coworkers.

With our commitment to having the best trained and equipped workforce in the industry, we naturally look to extend this same commitment to helping our customers possess the needed solutions and training to ensure their employees and service vendors are safe when working and accessing their roof.

VALUE ADD
VEGETATIVE ROOFS







DRIVING LASTING CUSTOMER VALUE AND PROMOTING SUSTAINABILITY

Building a Better World means committing to continuous improvement and investing in safer, greener products and processes that benefit our customers, end users and the environment.

As a global company, RPM is committed to creating lasting value for customers through innovative solutions, while thoughtfully adopting sustainable approaches in the utilization of human and natural resources. Our sustainability journey springs from our core values and comprises a more formal focus on our internal Footprint and an outward look on our Handprint - the impact of our products, services and processes on the environment.

We are particularly proud of the many RPM products, services and processes that drive sustainability by helping customers reduce their environmental impact. As we look to shape the future responsibly, we are integrating Blueprint concepts, rethinking business models, and collaborating with leading edge partners to continually improve our impact.

Transforming the World One Roof at a Time

WTI and Tremco have been partnering with many companies to help them achieve their conservation and sustainability goals through green living roofs. Our goal, to transform the world into a greener place one roof at a time. But green roofs are more than just an environmental benefit. They also provide beautiful and restful places that employees and customers can enjoy to help lower stress levels and provide a better quality of workplace and shopping experience.

In these trying times, that don't seem to be going away, this will become more and more of a factor in hiring quality employees and attracting customers.

VALUE ADD
CANAM

According to the Department of Energy, more than 10% of all energy use is attributed to the condition of building envelopes. If buildings leak due to faulty original construction, age, or poor envelope construction, unintentional air infiltration can result costing OMNIA members up to 40% more for heating and 15% more for cooling.

The solution is an air barrier audit to identify the leak sources and an air barrier system installation to control air leaks.

Integrated Solutions

Canam Building Envelope Specialists, part of the Tremco Construction Products Group, offers a unique combination of air barrier solutions, from testing through system installation. A leader in building envelope solutions for more than 25 years, Canam provides air barrier audits, retrofit installations and testing.

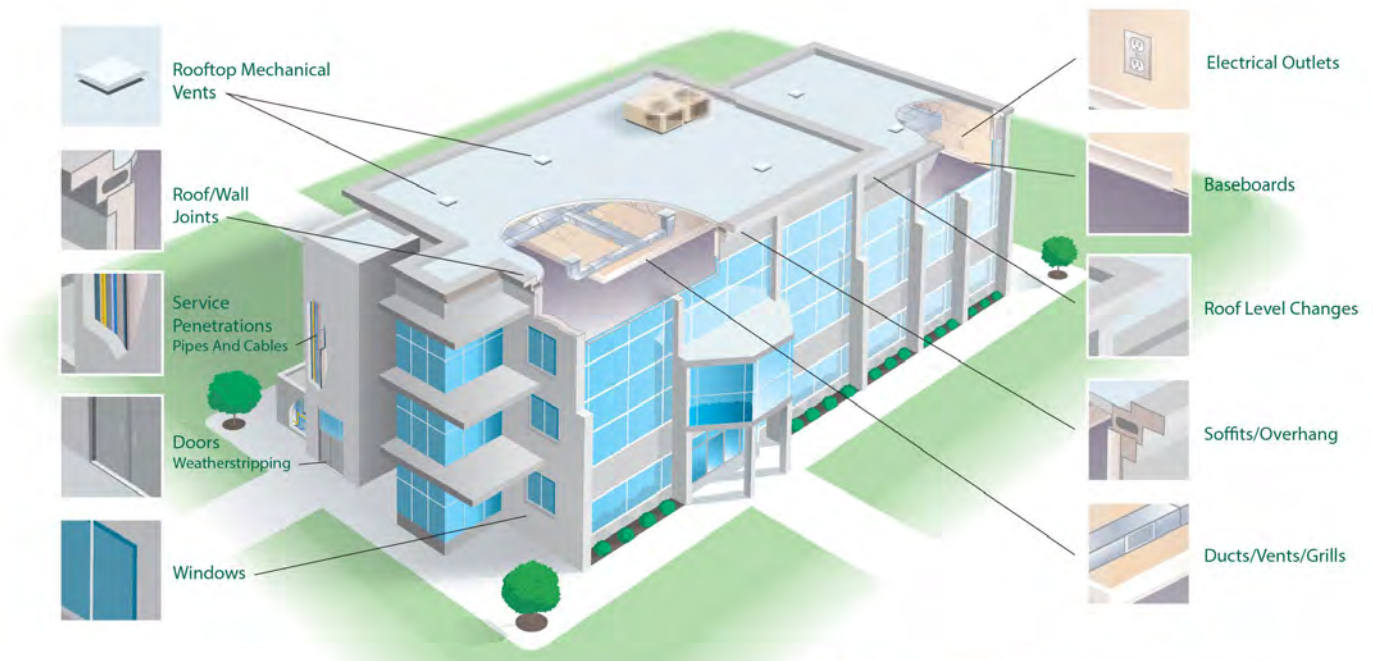
The Leak Effect

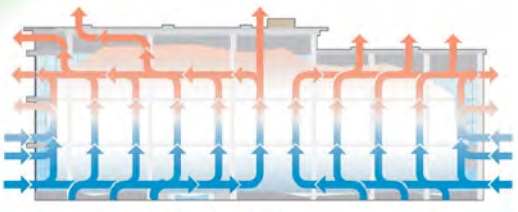
While your building may seem airtight, tiny holes may exist in parts of your building envelope. These openings, coupled with air pressure differentials, result in air leakage and higher utility bills.

Defects in building envelopes can vary dramatically due to building age, the environment, and previous maintenance. Whether it's a crack in the curtain wall or faulty weatherstripping, our experienced technicians deliver customized, proven air barrier solutions.

Reach Your Building Envelope's Full Potential

Air barrier solutions can help OMNIA members find their building's energy efficient potential. Pair energy savings with the likely increase in a building's longevity, and OMNIA members will see why "sealing the envelope" makes such good financial and environmental sense.





Stack Effect

Indoor Air Quality (IAQ) & HVAC System Testing & Restoration

IAQ has become one of the most important components to help providing a safe and healthy environment for building occupants.

Humans spend 90% of our time indoors and breathe around 3,000 gallons of air a day. Serious pollutants can cause certain allergic reactions, respiratory issues and other long-term health complications. The quality of indoor air is critical for good health.

WTI/Pure Air Controls Systems provides indoor environmental testing & evaluations, microbiological testing & analysis, and HVAC, building, and mold remediation to help improve building health and occupant well-being. From diagnostics to repair and remediation, our team of experts can tell you if your indoor air quality is at risk of being compromised and perform the work to safeguard it from the consequences of unwanted air infiltration.

The HVAC system can be viewed as the cardiovascular and respiratory system of a building. The air handler is the heart of the system since this is where outdoor air is drawn in, filtered, conditioned and mixed with return air. This "supply" air is then distributed through a network of ducts to and from areas of the building. Basic components include dampers, fans or blowers, heating and cooling coils, air filters, boilers or furnaces, compressors, and ductwork.

Routine preventive maintenance is the key to avoiding premature wear and tear on components that can lead to costly repair or early replacement. Therefore, it is critical to perform routine cleaning and do minor repairs, extending equipment life and allowing for scheduled major repairs or replacements when it has less impact on disrupting business.



VALUE ADD
WTI/PURE AIR CONTROL SYSTEMS



We will visually evaluate your HVAC System, paying close attention to the condition of the air handler unit (AHU), evaporator coils, pan, rails, and blower. Our primary interest is to detect signs of allergens. We will also have a look at the ducts for microbial growth, dust, debris or other obstructions.



Our team of building scientists can perform tests for differential pressure across the coil, relative humidity, allergens, microbial growth, Legionella and more. Plus, both air and surface samples can be collected from the HVAC system for analysis. We also offer total air handler and system performance evaluations, including electrical usage, fan RPM, cooling output in BTU, chilled water volume usage in GPM, and smoke detector differential testing.



The laboratory at WTI will provide expert analysis. Your samples are analyzed under the supervision of PhD scientists and matched to our in-house library of over 200,000 samples (one of the largest microbial databases in the U.S.) We will qualify and quantify any allergen content found to determine the impact it might have on your facility.



You will receive a detailed yet easy to understand report, complete with photos and even a glossary. The report is photo-documented, and even contains a glossary for reference. It will help us, together, come up with a plan to remedy any issues found. The report can also be used to illustrate the gains made through remediation.

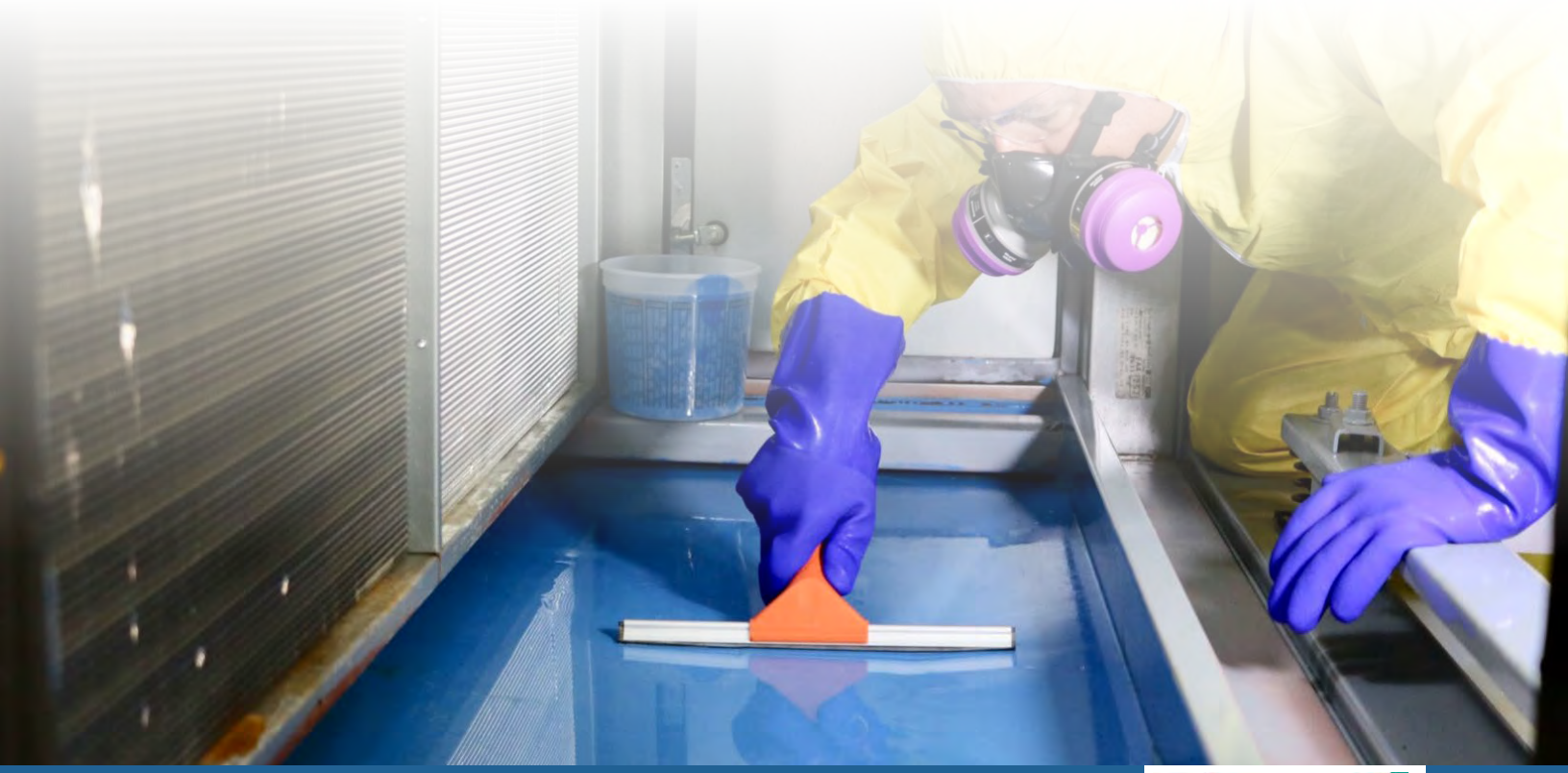
Restore for 1/10th the Cost of Total AHU Replacement

Building owners and operators are often faced with the challenges of aging HVAC equipment. It can be difficult to make the hard choice between an endless stream of maintenance calls or the capital expense of total replacement. This is especially true when there is a large inventory units being managed. Since the basic mechanical design and components of an AHU has remained the same, it can be hygienically restored with HVAC New Life™ instead of a total replacement!

HVAC New Life is an innovative hygienic restoration service that ensures a longer lifespan and optimal performance for aging HVAC system components such as:

- Air Handling Unit Cabinets
- Evaporator Coils
- Blower Motor Assemblies
- Drain Pans
- Structural Rails
- And More!

HVAC New Life combines our powerful PURE-Steam™ HVAC Hygienic cleaning with an exceptional coating and liner process to effectively restore an AHU for many years of continued service.



VALUE ADD
ROOFTEC

RoofTec, utilizing a combination of technologies in a system that truly restores commercial roofs, is a fully integrated surface preparation process that addresses the growing challenges building owners face in complying with local and national regulations on wastewater discharge. And, as part of the Tremco Construction Products Group, RoofTec can combine this industry-exclusive roof cleaning and preparation process with industry leading roof coating systems.

The RoofTec System starts with a patent pending cleaning system. Unlike traditional power washing systems, the Rooftec System uses a low emissions engine-powered system to produce heated high pressure solution. This solution is combined with EcoLogo-certified roof cleaning chemistry and delivered to roof surfaces via a rotary cleaning head that dislodges and suspends soils.

The solution is next recaptured through the rotary cleaning head by 870 cubic feet per minute of vacuum airflow created by the RoofTec Truck-mounted System. The recovered solution is then pumped for proper disposal in the facility's sewer system. This process eliminates the discharge of waste water to storm water systems.

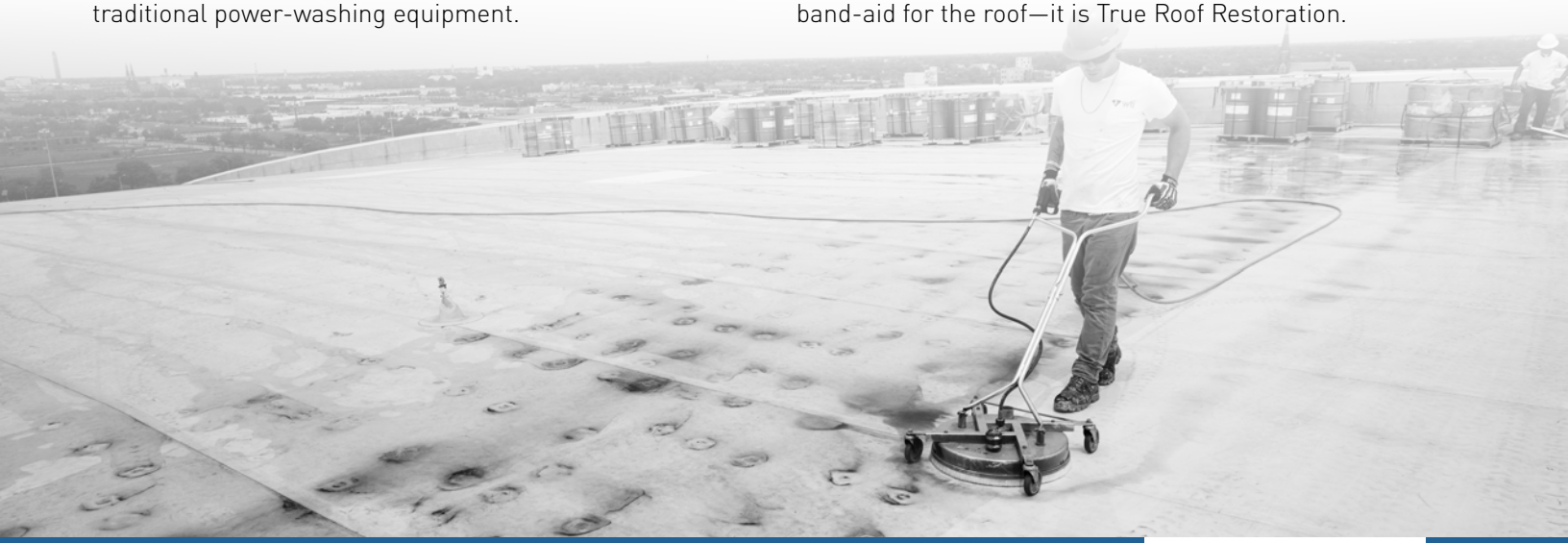
Because its cleaning process is so effective, the RoofTec System cleans up to 70% faster than traditional power washing – that means it takes significantly less water to achieve better cleaning. This time savings also reduces the fuel consumption versus what's required to run traditional power-washing equipment.

RoofTec Systems enclosed rotary head delivers high pressure solution at 2500 RPM while greatly reducing the risk of human error in the cleaning process. Solution is delivered at a continuous, steady rate so that high pressure solution is not stationary. Unlike traditional power washing that can cause damage to roofs, the RoofTec system is safe and non-damaging. Additionally, regular use of the RoofTec cleaning system may help preserve factory warranty requirements for the roofing material.

Dirty roofs cause decreased refraction of light/heat and thus heat is absorbed into roofing materials. This reduces the insulating values engineered into roofing systems. A clean roof is a more energy efficient roof – testing of material temperatures have shown surface temperatures on a clean roof are up to 30°F cooler.

Also, the RoofTec Truck-mounted System utilizes a single power source to economically provide heated water at high pressure and vacuum recovery. Other systems need as many as three engines to accomplish the same results.

Extending the life and performance of a roof is fiscally responsible and environmentally responsible. Every year millions of pounds of roofing materials are dumped in our landfills. Disposal is not only expensive, it is avoidable. RoofTec is True Roof Restoration, a preventive maintenance system which includes a warrantied coating system from industry leader Tremco that can add up to 20 years of warrantied life to a roofing installation. Recoating is not a band-aid for the roof—it is True Roof Restoration.



Nudura® ICFs are a proven method of providing you a better alternative to traditional building methods

Buildings today demand reliable, energy efficient and eco-friendly walls that provide superior performance to minimize energy costs, reduce carbon emissions and maximize property value. Structures made of Nudura® Insulated Concrete Forms (ICFs) offer superior strength, disaster resilience, sound and fire-resistance and energy efficiency. This is why the design community, developers, builders and contractors across the world continue to choose Nudura's ICFs and insulation products as a proven alternative to traditional building methods.

Nudura® products provide the freedom and versatility to design and build projects the way they are envisioned. Designing and building with Nudura gives you the opportunity to build faster with more design flexibility, while offering an eco-friendly structure with substantial benefits that contribute to long-term energy savings. When choosing Nudura ICFs you can rest assured you have chosen the best building solution available today.



High-performance building solutions that fit your business.

We understand the needs and demands that face builders, architects and developers. Our products provide solutions to match the needs of the professionals who install, design and develop projects from residential to commercial. Our Insulated Concrete Forms and insulation systems combine design flexibility, efficiency and performance to create the ultimate building envelope solutions.

Energy-efficient insulation

Confidently meet today's building code requirements while delivering an energy-efficient building with a full line of Nudura® insulation products. Make your projects stand out with a quality insulation solution that performs consistently throughout the seasons without compromising on comfort, performance and efficiency for your clients.

Build an energy-efficient structure with insulation that works. Nudura® offers a full range of Insulated Concrete Form products from our ICF Series which are manufactured with our installer in mind. Industry leading innovations get the walls up faster and easier. Our Integrated Series completes the building envelope, giving you the ability to completely insulate from footing to roof.

Most traditional insulation types can deliver only on R-Value. Nudura® takes R-Value to the next level. The ICFMA (Insulated Concrete Form Manufactures Association) Conducted testing with CLEB Laboratories to show that ICF walls can provide up to 58%* better energy savings. The thermal mass of concrete combined with EPS Insulation makes building perform better compared to traditional products. Learn more about the CLEB report at nudura.com/icf-performance.

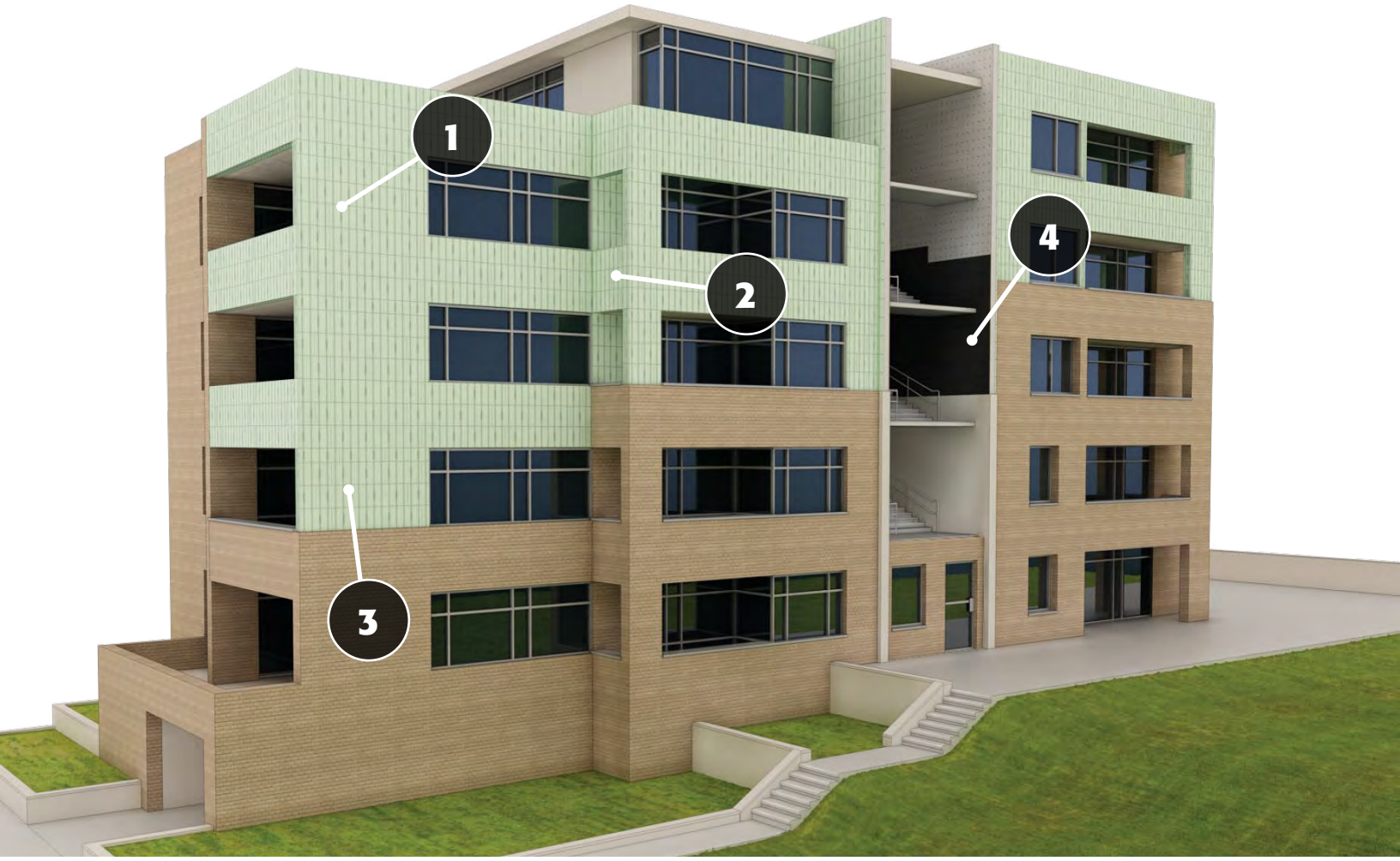
Sustainable Designs

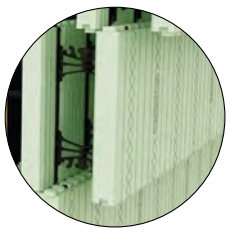
Nudura® helps bring sustainable designs and Insulated Concrete Forms together. Projects specifying Nudura ICFs provide much greater potential for saving valuable environmental resources, reducing energy consumption and $C0^2$ emissions, two major factors facing today's public agency buildings. From foundations to whole structures, Nudura® has a complete library of solutions for your building design needs.

*As proven by third party testing conducted by CLEB laboratories and the Insulating Concrete Forms Manufactures Association (ICFMA).



VALUE ADD
NUDURA—ANATOMY OF A BETTER BUILDING

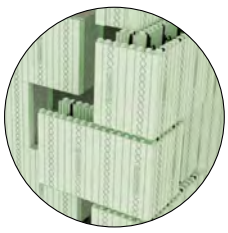




1

Nudura Standard Form

Nudura Standard Forms are 8' (96") in length, the largest standard block in the industry. Nudura's forms consists of two stay in place panels of Expanded Polystyrene (EPS) connected with our patented innovative hinged folding web.



2

Nudura 90° Form

The 90° form is fully reversible, eliminating the need for different right and left corners. Nudura also offers a 45° form, a radius, a taper top and all of the accessories needed to ensure the envelope of any structure can be built with Nudura.



3

Nudura Optimizer

With the Optimizer form it is easy to optimize the height of any wall. Designed to be used as a height adjuster at the top of the wall, the Optimizer allows the installer the ability to hit 17 different stack heights from 4' (1220 mm) to 12' (3600 mm).



4

Nudura One Series

The One Series is ideal for elevator shafts, stairwells and other areas that require non-combustible material.

VALUE ADD
DRYVIT—NEWBRICK

Dryvit, part of Tremco Construction Products Group, is the manufacturer of Outsulation® systems, a high performance cladding system for commercial and residential construction, which utilizes exterior continuous insulation (CI). It is available in a number of system configurations to meet any climate or building condition and numerous durable textures and colors to complete any architect's vision. More than 1 in every 11 commercial buildings in the United States features Dryvit products on the exterior.

Dryvit has led the EIFS industry for more than four decades because of its commitment to research and development. Dryvit consistently introduces new products and systems that keep it on the leading edge of the building industry. That spirit of innovation, coupled with a rigid adherence to the highest standards in manufacturing quality and consistency, has made the Dryvit brand the unquestioned leader in the EIFS industry.

Dryvit remains the only EIFS manufacturer to have all of its five North America production facilities ISO 9001:2015 and ISO 14001:2015 certified – the Gold standard for worldwide product consistency, quality and environmental stewardship. The proven energy efficiency and green characteristics of the Dryvit Outsulation® system make it ideal in buildings where the owner and architect are seeking LEED certification for the building.

There are three costs to consider when building today; the initial construction costs, the on-going operational costs, and the increasingly important environmental costs. By all three critical measures, Dryvit Outsulation systems represent the optimal cladding solution.

A lightweight insulated brick that matches the size, appearance and texture of clay, NewBrick® from Dryvit® is a higher-performing alternative to traditional clay brick veneers. More durable than traditional brick, NewBrick offers a superior cladding solution that reduces overall wall cost and accelerates the dry-in process.

NewBrick's light weight, strength, customizability, and ease of use make it a particularly appealing way to integrate the beauty and durability of brick into your next project. NewBrick's flexibility and energy efficiency are perfect for a wide range of applications.



A SUPERIOR WALL, FROM FOUNDATION TO FINISH

Air. Water. Vapor. Thermal.

As part of the total wall system, NewBrick can include all 4 barriers when used over a Dryvit® Outsulation® system under a complete single-source warranty.

Look past the per-thousand rate—NewBrick's advantages in labor and freight costs, job duration, tool/equipment requirements and critical path can mean over 25% savings in the true total installed cost.

A Whole Wall System

As part of the whole wall system, NewBrick can include all 4 barriers when used with a Dryvit Outsulation system with a single source install and whole wall warranty.

Faster Shell Dry-In

A quicker whole wall installation means earlier shell dry-in for your building, so interior work can begin up to ten weeks ahead of schedule.

Impact Resistant

NewBrick stands up to every-day impacts—passing a Gardner Impact test at 48 in/lb with barely a mark while traditional brick broke in half.

Eliminates Supports

By eliminating the cost—and labor—for anchors, bearing shelf angles, brick ties, mortar nets and AWRB penetrations, NewBrick's whole wall savings average $15-$17 / ft^2.

Lightweight

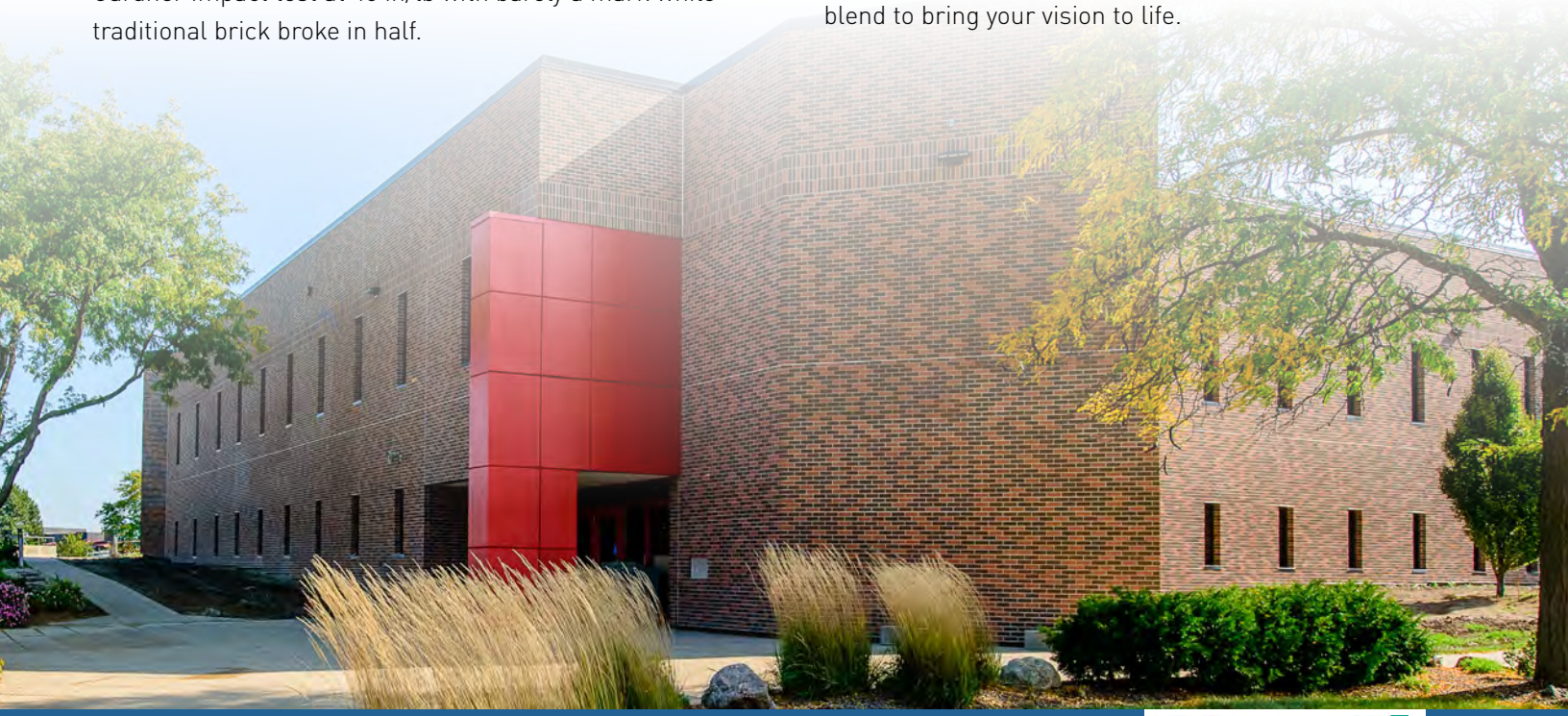
At a fraction the weight, NewBrick cuts freight costs significantly—and is easier to handle on site, eliminating the daily need for a telehandler and additional labor to move brick on the scaffold.

Safer Jobsites

NewBrick reduces exertion and the potential for injury to laborers, and also helps minimize jobsite mishaps and material waste.

Versatile Design Capability For Any Project

NewBrick is available in 16 standard colors. Custom colors and blends are available to tailor your project's specifications. Available in four standard blends, four textures, and three effects. Or, create your own custom blend to bring your vision to life.



VALUE ADD
DRYVIT—OUTSULATION, SUSTAINABLE SOLUSTIONS

Outsulation systems have been evaluated by the National Institute for Standards and Technology (NIST) and have less environmental impact than other common claddings. They can also contribute toward achieving LEED credits, depending upon project design and location.

Outsulation systems are more cost-effective throughout their lifecycle because the manufacturing process requires less energy than other common claddings, and the lightweight composition reduces fuel costs associated with transport. After application, Outsulation systems continue to keep heating and cooling costs low for the life of the building. Visit dryvit.com for more information.

Outsulation

- Intended for use in commercial construction or over masonry
- Insulation adhered directly to substrate
- Designed as a barrier system

Outsulation Plus MD System

- Qualifies for all construction types
- Incorporates a liquid applied, air and water resistive barrier
- Vertical adhesive beads facilitate moisture drainage
- Corrugated strip or track is incorporated at the wall base
- Passive drainage

Outsulation MD System

- Qualifies for all construction types
- Incorporates a liquid applied, air and water resistive barrier
- Grooved insulation board facilitates moisture drainage
- Vent track and vent assembly are incorporated at the base of the wall
- Engineered drainage

Outsulation HDCI™

- Provides a 20-year warranty on puncture resistance
- Incorporates a liquid-applied, air-and water-resistive barrier
- Corrugated strip or track is incorporated at the wall base
- Qualifies for commercial construction
- Provides a 20-year warranty on puncture resistance
- Passive drainage



VALUE ADD
DRYVIT—OUTSULATION, SUSTAINABLE SOLUSTIONS

Outsulation X™ System

- Features DOW® XNERGY™ Extruded Polystyrene (XPS) insulation board
- Incorporates a liquid-applied, air- and water-resistive barrier
- Vertical adhesive beads facilitate moisture drainage
- Drainage strip is incorporated at the base of the wall
- Qualifies for commercial construction
- Supplemental fasteners required
- Passive drainage

Outsulation LCMD System

- Qualifies for all construction types
- Mechanically fastened over sheet type water-resistive barriers (by others)
- Corrugated strip or track incorporated at the wall base
- Multiple drainage and attachment options available

Outsulation PE System

- Qualifies for all construction types
- Incorporates a liquid applied, air and water resistive barrier
- Closure blocks are configured to "compartmentalize" the wall for pressure equalization
- Vent track and vent assembly are incorporated at the base of the wall
- Engineered moisture drainage and pressure equalization

Outsulation RMD System

- Intended for residential, wood framed (one and two family) construction
- Can incorporate a liquid applied air- and water-resistive barrier or sheet membrane and drainage mat
- Drainage strips or track incorporated at the base of the wall
- Multiple drainage and attachment options available

Outsulation RMD System

- Outsulation MD Securock ExoAir 430
- Outsulation Plus MD Securock ExoAir 430
- Outsulation HDCI Securock ExoAir 430
- Outsulation PE Securock ExoAir 430
- Outsulation X Securock ExoAir 430



VALUE ADD
DRYVIT—OUTSULATION

HOW IT WORKS

Outsulation systems typically consist of the following components, as determined by code and performance requirements.

DRYVIT/TREMCO APPROVED WATER-RESISTIVE BARRIER

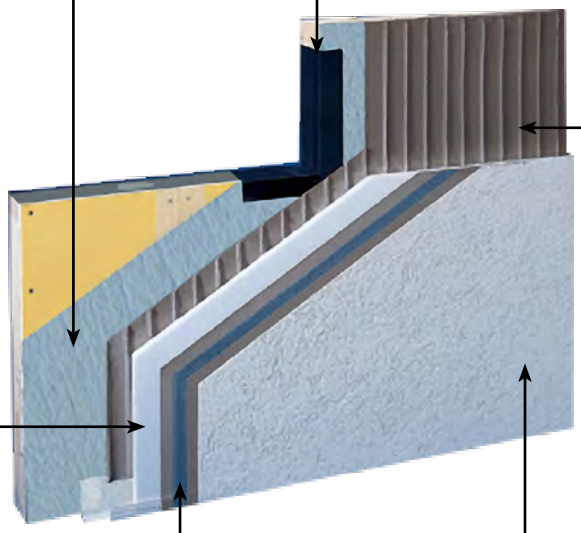
Seamlessly protects sheathing or substrate from incidental moisture and eliminates air infiltration

- Liquid-applied
- Continuous or monolithic
- Includes Backstop NTX®, Backstop NTX-VB, Securock® ExoAir® 430, ExoAir® 230

CONTINUOUS INSULATION

Absorbs expected building movement and enhances energy efficiency

- Eliminates thermal bridging in framed construction
- Meets CI requirements for all zones per ASHRAE 90.1-2010
- Available in both EPS (expanded polystyrene)and XPS (extruded polystyrene)
- Available in various thicknesses and can fully meet wall insulation requirements



BASE COAT AND REINFORCING MESH

Combine to provide the primary weather barrier and impact resistance

- Mesh embedded in base coat
- Various weights of mesh available, depending on impact resistance required

DRYVIT/TREMCO APPROVED FLASHING SYSTEM:

Seamlessly protects openings in the building envelope from moisture

- Includes AquaFlash® or Dymonic® 100

ADHESIVE / DRAINAGE MEDIUM

Vertical notches allow drainage of incidental moisture

- Adheres insulation board to the Air-and Water-Resistive Barrier\

FINISH COAT

Blend of 100 percent acrylic copolymers, natural aggregates and UV resistant pigments

- Easy to maintain
- Available in many textures and limitless color options
- Offer multiple aesthetic options
- Options for increased hydrophobicity, flexibility and mildew and fade resistance

SYSTEM OPTIONS

All Outsulation systems include adhesive, continuous insulation (CI), fiberglass mesh embedded in base coat, and finish, which are installed sequentially by a trained professional contractor as specified by the design team, and as required by code. Some Outsulation systems protect the underlying wall with an air- and water-resistive barrier under the CI, which maximizes the energy efficiency. Outsulation systems can be installed in either "barrier," "moisture drainage" or "pressure equalized" configurations, and these systems are engineered to perform in all climates and on all types of structures. On certain types of construction (high-rise) and in certain job conditions (cold weather), lift-in-place, prefabricated wall sections may provide certain benefits.

VALUE ADD
DRYVIT—MODULITE™ PREFABRICATED PANEL SYSTEMS

Whether you're building new or renovating, Modulite prefabricated panel systems offer unique advantages over traditional field-applied construction.

Since 1970, Dryvit has offered systems and technical support for the prefabrication space using all of the Dryvit products. Modulite panelization systems incorporate all the benefits of a Dryvit Outsulation® system—including continuous insulation (CI) and beautiful aesthetic finish options to meet any design need—all fully-tested to meet existing building codes and provide extraordinary energy efficiency. Modulite panelization systems also offer the most experienced and deepest team of partner fabricators in the industry.

Why build with Modulite Prefabricated Panes?

Faster Construction Time

In-plant fabrication can reduce production time, and speed up field application of exterior cladding systems, to reduce construction schedules.

Stronger and More Resilient

Our systems are designed for maximum durability, many with service lives far surpassing that of competing systems.

Cost-Effective for the Long Term

A broad range of products can fit most project budgets — but our energy-efficiency and maintenance solutions can also help you ensure cost-effective ownership and operation for the long term.



VALUE ADD
DRYVIT—MODULITE™ PREFABRICATED PANEL SYSTEMS

One Point of Contact

Our products and systems are backed by industry-leading warranties — all from a single point of contact. We can also help with everything from asset management to diagnostics to installer training.

Any Look You Want

A wide range of colors and finishes like brick, granite, metals, stucco and more provide maximum flexibility in your façade aesthetic.

Avoid Labor Shortage Problems

Pre-fabricated Dryvit panels can help address ongoing shortages in the skilled labor force—while simultaneously maximizing quality control.

Better Insulated

Industry-leading Outsulation® continuous insulation means efficient construction and operation, and will exceed strict energy codes for insulation.

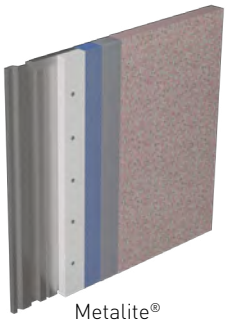
Leading Edge Sustainability

Our building solutions help you reduce waste, and meet green building standards like Net Zero, Living Building Challenge, Passive House and more.



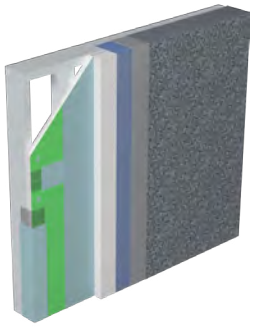
Fedderlite® / Fedderlite® M

Prefabricated Exterior Wall Insulation and Finish Systems for Use over Solid Substrates



Metalite®

Prefabricated Panelization System Installed over a Proprietary Light-Gauge Metal Pan

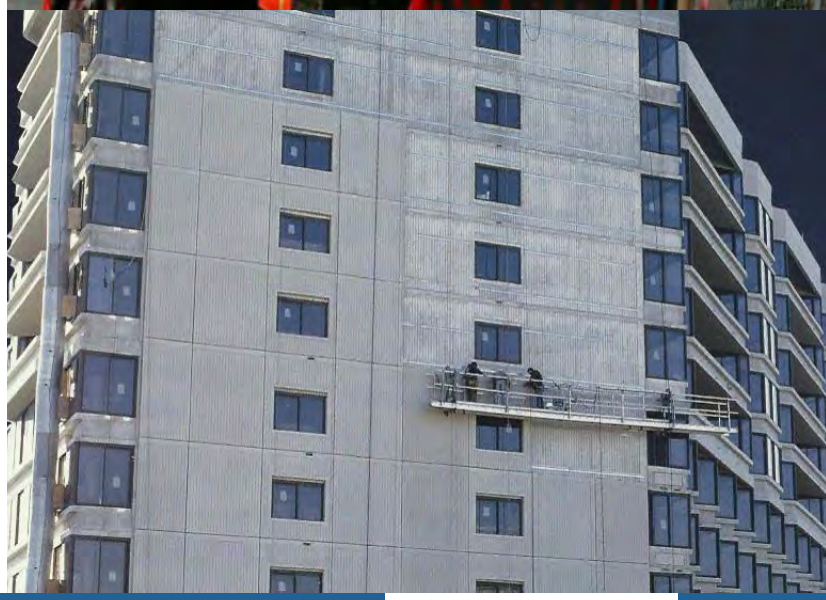


Outsulite® / Outsulite® Exoair® 430

Industry-Leading Panel Systems with Dryvit Outsulation and an Air/Water Resistive Barrier







VALUE ADD
PREBUCK—ENGINEERED FRAMING SYSTEMS

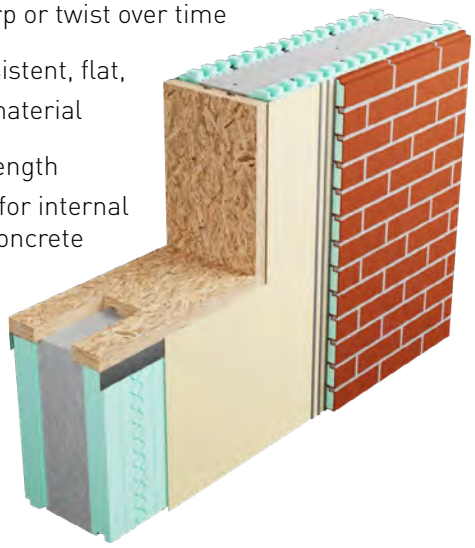
A new era has arrived. A construction revolution: strength and quality combined with speed and efficiency. Prebuck technology now offers the strongest, fastest, and smartest construction solutions available. Save time and money while building superior durability into every project.

Specifically designed for direct contact with concrete and non-corrosive to metals, Prebuck products feature TimberStrand Strandguard (LSL) engineered lumber treated with zinc borate for exceptional resistance to insects and decay. Prebuck products also feature MDI resin, the 100% waterproof bonding agent that turns to a durable plastic when cured.

Combine these quality components with Prebuck's advanced engineering and you're guaranteed the most efficient construction technology available today.

BENEFITS FOR RESIDENTIAL AND COMMERCIAL CONSTRUCTION

- Designed for direct contact with concrete
- Non corrosive to metals
- Resistant to insects and decay
- Will not delaminate, become spongy, or lose fastener holding strength when exposed in typical commercial construction.
- Will not cup, warp or twist over time
- Engineered consistent, flat, stable framing material
- LSL bending strength minimizes need for internal bracing before concrete pour







Parapet Cap

Prebuck engineered solutions for your parapet blocking allow the contractor to leverage the speed and efficiency of custom designed components. On new construction or renovations Prebuck solutions provides sustainable and dependable results to extend the life of your structure.

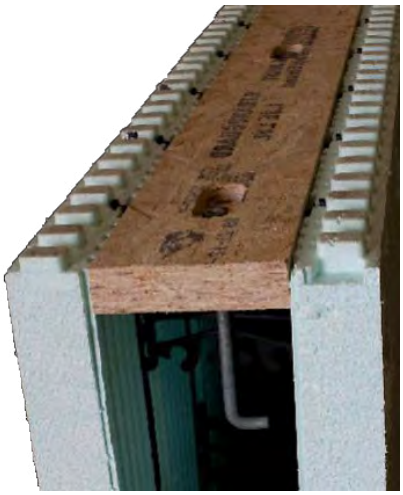
- Laser straight, will not curl, cup, or warp
- Can be installed by fewer employees saving labor costs
- Colored coded for easy placement
- Counter sunk holes to hide fasteners
- Customizable
- Designed for direct contact with concrete
- Insect and fungus resistant
- Environmentally friendly
- Contributes to LEED points



Window & Door Buck

Offers the contractor, owner and design community an engineered solution for punched openings. Produced with 1-½" (38 mm thick, treated Laminated Strand Lumber (LSL), Gives the rough frame of the opening stable support for glazing and finish components. A cast in place version integrates a dual keyway design to assure a secure interface from concrete to finishes.

- Self aligns on the wall for easy installation
- Will not delaminate, become spongy, or loosen fastener strength
- Colored coded for easy placement
- Will not curl, twist, cup, or warp
- Customizable
- Designed for direct contact with concrete
- Insect and fungus resistant
- Environmentally friendly
- Contributes to LEED points and NAHB Green Building Certified



Wet-Set Sill

Produced with 1 ½" (38 mm) thick, treated Laminated Strand Lumber (LSL) our sill solution is produced straight and stays straight. Our sill plate solution is designed to fit ICF wall widths and using our oblong countersunk holes lets the contractor set the sill plate the same day they pour the walls.

- LSL bending strength minimizes need for internal bracing before concrete poor
- Will not delaminate, become spongy, or loosen fastener strength
- Oblong countersunk opening
- Will not curl, twist, cup, or warp
- Designed for direct contact with concrete
- Non-corrosive to metals
- Insect and fungus resistant
- Environmentally friendly
- Contributes to LEED points and NAHB Green Building Certified

VALUE ADD
WILLSEAL—EXPANSION JOINT SYSTEMS

Willseal offers best-in-class pre-compressed and acrylic-impregnated foam products for horizontal and vertical joint applications. Tremco's industry-leading joint sealants, polyurethane-methacrylate technology, pre-formed extrusions and gun-grade foams.

With a wide variety of pre-compressed, acrylic-impregnated foams, pre-formed extrusions, monolithic Polyurethane Methacrylate and gun-grade foams, Willseal and Tremco have the ideal solution for any expansion joint or transition sealant project.

Whether you require traffic-grade horizontal, color-matched vertical, 2 to 3 hour fire-rated, seismic capabilities, waterproof, soundproof, dust-proof or airtight seals, you'll find a variety of options in the following pages.

All products, however, feature unmatched quality and durability, excellent +/- movement capabilities, and innovative, streamlined installations designed to help create safer, greener, high-performance structures. For over 110 combined years, our products have been continuously specified and installed on thousands of new construction and restoration projects worldwide.

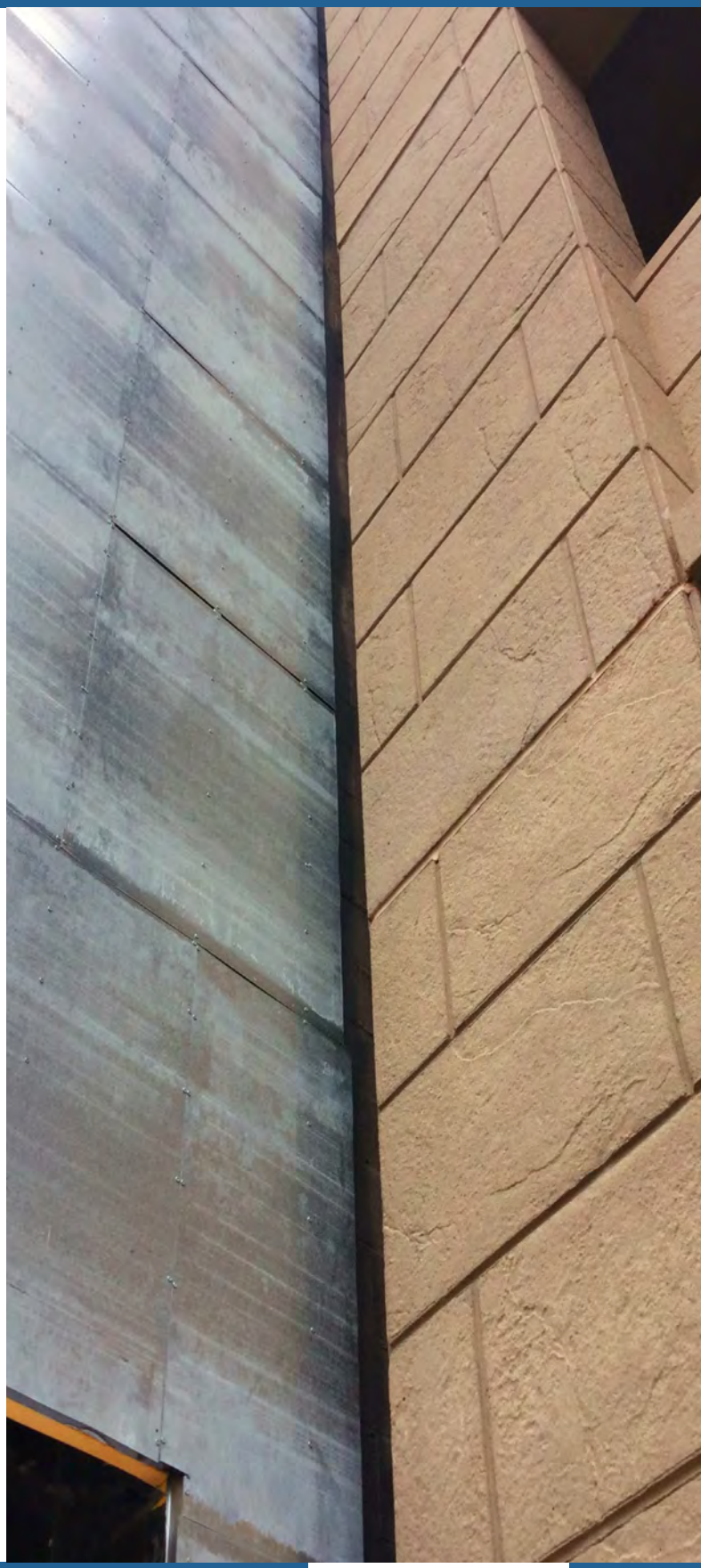
Willseal products are designed for maximum waterproofing, thermal, sound, and air-tightness to meet global passive housing standards and feature superior durability, excellent +/- movement capabilities, and streamlined installation.

MARKETS SERVED

- Commercial construction
- Industrial / manufacturing
- Educational and institutional
- Infrastructure and DOT
- Residential construction
- Stadiums and arenas
- Parking facilities
- Medical facilities
- Fire protection

JOINT APPLICATIONS:

- Traffic-grade horizontal joints
- Primary vertical joints
- Curtain walls, windows, & flashing
- Control, longitudinal and transverse joints
- Dryvit® and exterior panel system joints
- Pre-cast concrete & built-up walls
- Fire-rated joints
- Seismic, large & retrofit joints
- Below-grade applications



Stonhard, a subsidiary of our parent company RPM International, is the unprecedented leader in manufacturing and installing high performance floors. Joining form and function, our floors are the dependable go-to choice for tough manufacturing environments, while still honoring innovative design for commercial environments.

From specifications and design to final walkthrough, you work with us directly. For a century we've been delivering proven, single-source service, covering both your products and installation.

Stonhard is committed to manufacturing and installing quality, seamless products that protect, maintain and enhance industrial and commercial environments.

Quality From Start to Finish

With a century in business, Stonhard is the unprecedented leader in manufacturing and installing high performance epoxy and urethane floor, wall and lining systems.

Manufacture & Install

We work with you directly—formulating and installing long-term floor, wall and lining system solutions.

Perform & Protect

Chemical, slip, and stain resistant epoxy, urethane and MMA floors protect work environments from chemical attack, impact, abrasion, thermal cycling, along with daily wear and tear.

Define & Design

Market specific color collections, tailor-made logos, custom colors and textures that dignify great design.

Sustainability.

Green is nothing new for Stonhard. For over 30 years, Stonhard has been an innovator in sustainable products.

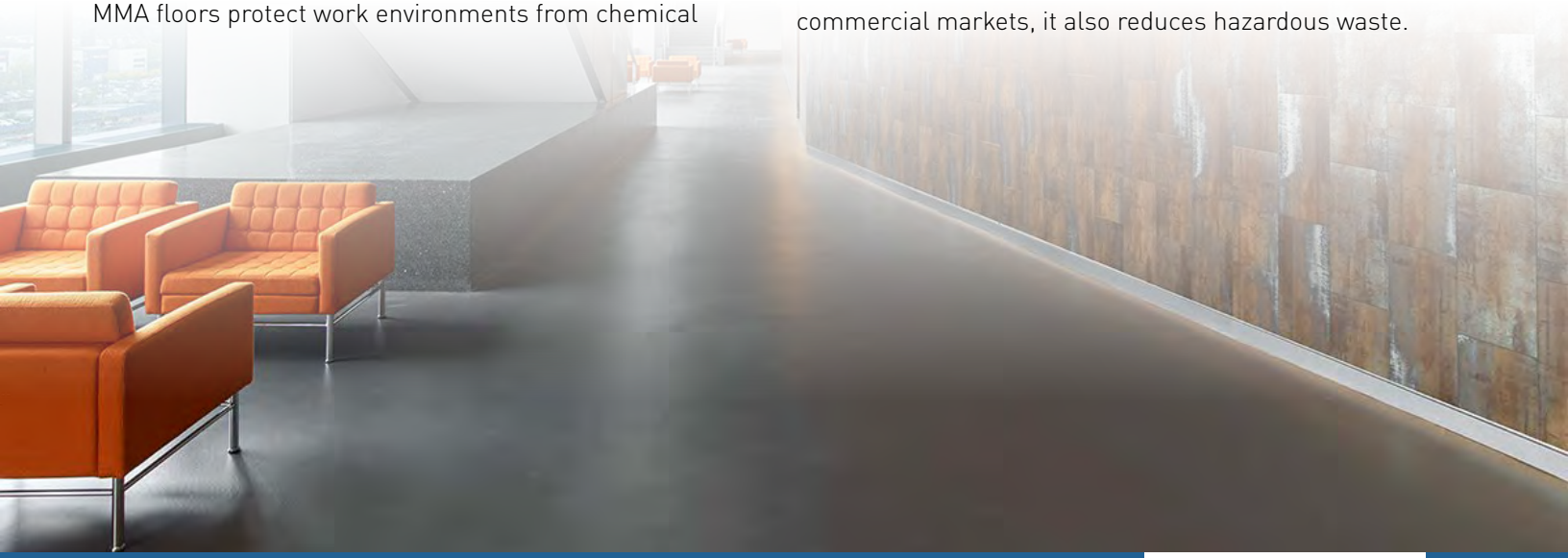
Since June of 2005, through recycling efforts, Stonhard has prevented 92.7% of all returned material, including discontinued and obsolete products from going into the waste stream. Stonhard's unique packaging prevents over 4.8 million one gallon pails and quart cans from being dumped into landfills annually.

OUR FACILITIES ARE GREEN

Stonhard has eliminated the use of chromic oxide (a chromium compound) as a green pigment in several Stonhard aggregate products, which has made these products environmentally friendly (non-hazardous).

NEW PRODUCT DEVELOPMENT

Over 90% of new product development and reformulation efforts have been geared to water-based urethanes or 100% solid epoxy-based chemistry. This effort not only provides safer floor and coating products to both industrial and commercial markets, it also reduces hazardous waste.



VALUE ADD
FLOWCRETE TREMFLOOR™ URETHANE CEMENT FLOORING

TREMfloor™ Urethane Cement: Anti-Microbial Cementitious Urethane Flooring

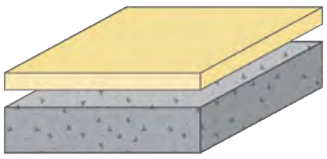
Proving that a building is able to meet a high standard of hygiene is essential in many sectors, especially contamination-sensitive settings such as the food and beverage, pharmaceutical and electronics industries.

TREMfloor™ is a leading line of Hazard Analysis and Critical Control Point (HACCP) International-certified, antimicrobial-treated cementitious urethane flooring systems for use in a wide variety of these, and other, applications.

The key aspects of TREMfloor that make it an ultra-hygienic flooring system include its seamless, impervious, highly durable nature combined with its ability to incorporate coving and stainless steel drainage. TREMfloor even includes the natural silver-ion based antibacterial agent Polygiene®, which has been proven to meet the ISO 22916 standard.

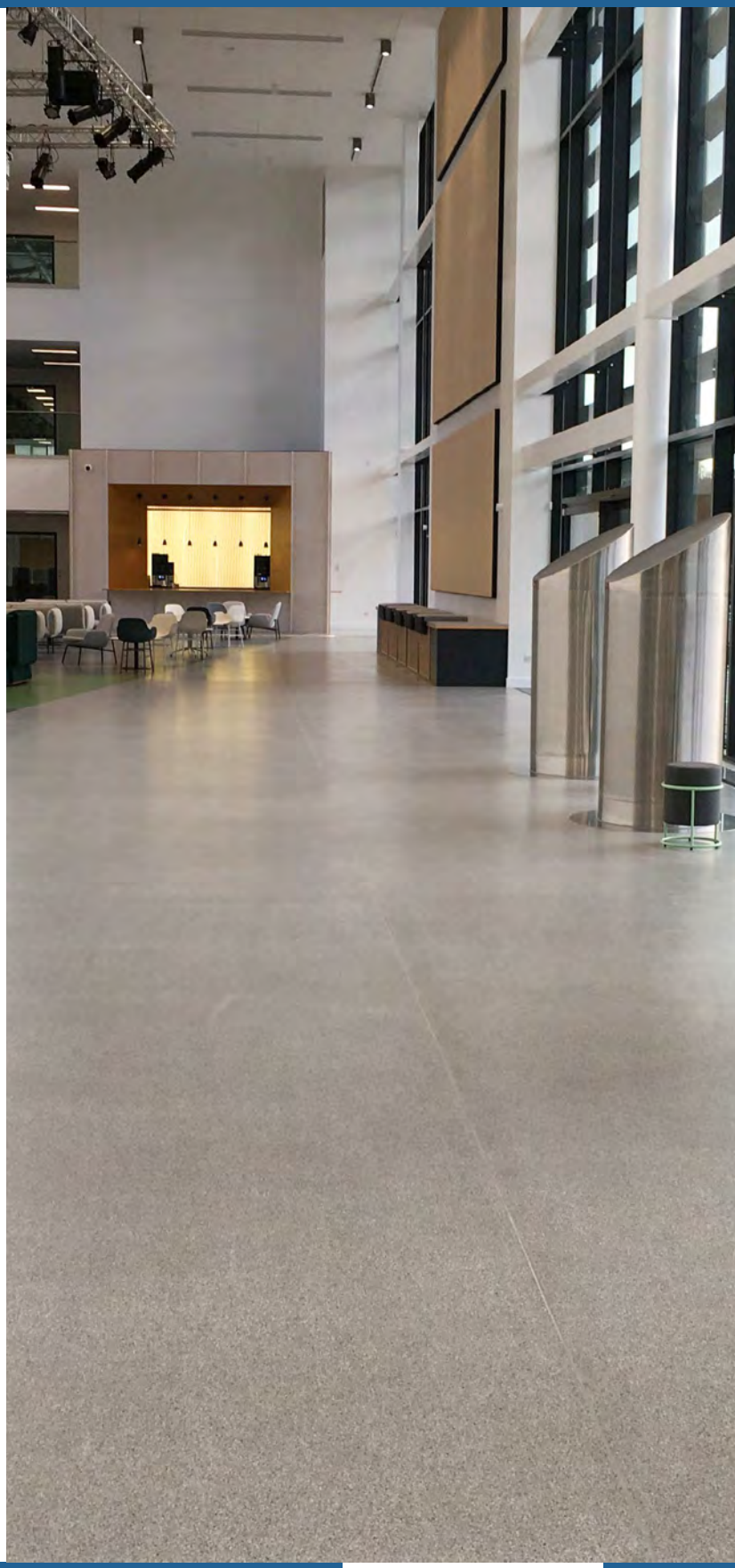
While initially designed for the food and beverage industry, many other sectors such as healthcare are turning to HACCP International-certified building materials, as they need systems that can create a highly-sanitary working environment, able to withstand difficult working conditions.

Products

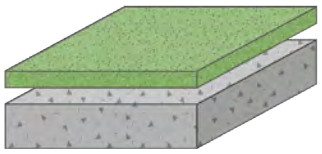
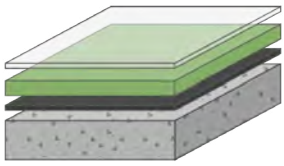
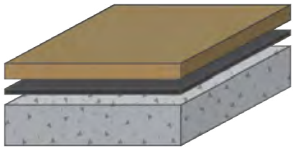
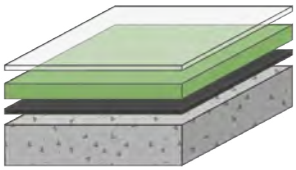


TREMfloor Urethane Cement HF (1/4")

A HACCP International certified urethane cement system with a textured semi-gloss finish, ideal for wet environments prone to spills.



VALUE ADD
FLOWCRETE TREMFLOOR™ URETHANE CEMENT FLOORING

	***TREMfloor Urethane Cement RT (1/4")*** A HACCP certified urethane cement system with a textured matte finish, ideal for areas where high performance is a requirement.
	***TREMfloor Urethane Cement SR (1/4")*** A HACCP certified urethane cement system with a textured matte finish, ideal for wet areas.
	***TREMfloor Urethane Cement MF (3/16")*** A HACCP International certified urethane cement system with a matte finish.
	***TREMfloor Urethane Cement SL (1/8")*** A HACCP International certified urethane cement system with a smooth matte finish. Broadcast and seal for wet areas as well.
	TREMfloor Urethane Cement Cove A HACCP certified urethane cove mortar system, for any TREMfloor™ flooring system. Provides a seamless, hygienic transition between the floor and wall.



VALUE ADD
PUMA TECHNOLOGY SYSTEMS

Vulkem® EWS Traffic Coatings and TREMproof® Below-Grade Waterproofing Membranes with Tremco Polyurethane-Methacrylate (PUMA) Technology

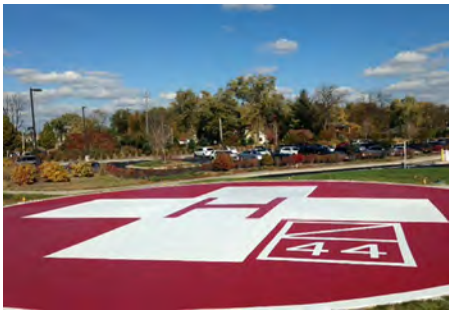
These systems feature superior durability and abrasion resistance, exceptional crack-bridging, tenacious adhesion and fast cure — opening to traffic in as little as one hour after installation. Tremco PUMA technology systems can be applied in temperatures as low as 14°F (-10°C).

- Tremco PUMA Primer - A methyl-methacrylate (MMA), two-component primer for porous and non-porous substrates.
- TREMprime® VB - A two-component, epoxy-based solvent-free vapor barrier primer for concrete surfaces.
- Tremco PUMA Initiator+ - A reactive catalyst in the form of a white powder used to cure all resins of Vulkem® EWS and TREMproof® PUMA.
- Tremco PUMA BC - A polyurethane-methacrylate (PUMA) base coat that bonds firmly to Tremco PUMA Primer and retains its integrity regardless of substrate movement up to 1/16". Available in self-leveling, roller, trowel and low-modulus grade.
- Tremco PUMA Flashing - A polyurethane-methacrylate (PUMA) base coat that bonds firmly to Tremco PUMA Primer, and is compatible with Tremco's TREMproof® 6100.
- Tremco PUMA WC - A polyurethane-methacrylate (PUMA) wear coat, loaded with aggregate to give the system excellent impact, abrasion and chemical resistance.
- Tremco PUMA Filler Powder - A non-reactive, white, filler powder used to thicken Tremco PUMA WC.
- 16 to 20 mesh silica sand, color quartz, aluminum oxide (bauxite) - Used in conjunction with PUMA Primer, PUMA WC and PUMA TC. (Supplied by others.)
- Tremco PUMA TC - A methyl-methacrylate (MMA) top coat that offers excellent abrasion resistance, UV stability and chemical resistance system. Available in variety of colors.

Components of Vulkem® EWS traffic coating systems, and TREMproof® PUMA below-grade waterproofing systems.







HELIPAD SYSTEM

Durable Solution with Custom Color Options

Vulkem EWS is an optimal solution for helipads. Vulkem EWS is a cold-applied, traffic deck coating system designed for waterproofing concrete slabs and protecting occupied areas underneath from water damage.



DECORATIVE WATERPROOFING SYSTEM

Aesthetically Appealing Solution with Extreme Durability

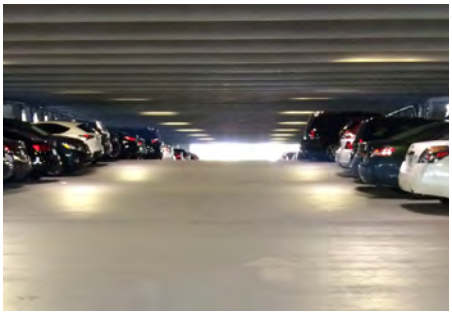
Ideal for pedestrian walkways, balconies, deck and plaza common areas—can match any aesthetic with a variety of UV-stable aggregate or chips.



PEDESTRIAN SYSTEM

Stadiums, Balconies and Pool Decks

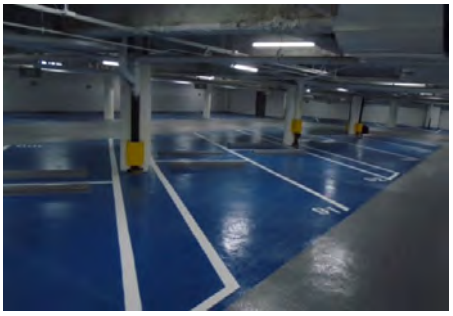
A cold-applied system ideal for stadiums, balconies and pool decks—protecting concrete below from the damaging effects of chloride, deicing salts, chemicals, gasoline, oils, anti freeze and more.



VEHICULAR SYSTEM

Parking Structures, High-Wear Turn and Drive Lanes, Helical Turns,

The ideal system for parking structures, high-wear turn and drive lanes, helical turns, ramps and ticket spitters. Protects from the damaging effects of chloride, deicing salts, chemicals, gasoline, oils and anti-freeze.



HYBRID SYSTEM: EWS

For Helical Turns, Ramps and Ticket Spitters

Our hybrid system incorporates Vulkem EWS for extreme-wear areas such as helical turns, ramps and ticket spitters — with Vulkem Polyurethane Vehicular Systems for drive lanes and parking stalls.



HYBRID SYSTEM: URETHANE

Vulkem Urethanes for Driving Lanes and Parking Stalls

Our hybrid system incorporates Vulkem EWS for extreme-wear areas such as helical turns, ramps and ticket spitters — with Vulkem Polyurethane Vehicular Systems for drive lanes and parking stalls.



THANK YOU

FOR THE OPPORTUNITY TO PROPOSE ON THIS PROJECT

3735 GREEN ROAD, BEACHWOOD, OH 44122
www.tremco.com

1725

Docusign Envelope ID: 53C3565D-5478-83E1-833E-D54B5E0531EE

REGION 4
EDUCATION SERVICE CENTER

May 20, 2026

Mr. Craig Nelson
cnelson@wtiservices.com
VP of WTI GC Strategy
Weatherproofing Technologies Inc.
3735 Green Rd.
Beachwood, OH 44122

Re: Renewal Award of Contract #R230404

Dear Mr. Nelson:

Per official action taken by the Board of Directors of Region 4 Education Service Center on April 28, 2026, Region 4 ESC is pleased to announce that Weatherproofing Technologies Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on June 27, 2023, and subsequent performance thereafter:

Contract

Roofing Products, Services and Job-Order Contracting (JOC) Services

The contract will expire on October 31, 2027, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Fred Flores, at (713) 554-0494 or fred.flores@omniapartners.com.

The partnership between Weatherproofing Technologies Inc., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

Signed by:
Enrique Kladis
184FDFD39CD840F...

Enrique Kladis, MBA, RSTBA
Director of Procurement Services

DS

DocuSign Envelope ID: FEABDA8D-E34D-4846-8488-C12228ED6400

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R180903, R200108, R220904 & R230404 for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, November 06, 2023

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/ Dealers** X Addition –

X – Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**
___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 11/9/2023 | 8:28 AM CST

☐ Denied Date

Region 4 ESC: DocuSigned by: Robert Zingelmann 0B1D33BB0130490...
Robert Zingelmann

DocuSign Envelope ID: E145CA60-2632-4DD7-9EB9-8E37976D2294

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R180903, R200108, R220904 & R230404 for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, December 15, 2023

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/ Dealers** X Addition –

X – Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**
___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 1/2/2024 | 7:39 AM CST

☐ Denied Date

Region 4 ESC: DocuSigned by: Jorgannie Carter 30EE15BFEF1C4C6...

DocuSign Envelope ID: 6C90E722-872A-44B5-B979-1F4A02F3887D

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R200108, R220904 & R230404 for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, May 20, 2024

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/ Dealers** X Addition –

X – Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**
___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 5/21/2024 | 10:03 PM CDT

☐ Denied Date

Region 4 ESC: DocuSigned by: A5A9F62707BB46B...
Adam Tabor

Docusign Envelope ID: A0EFEC56-0B61-4EF4-90D2-8E6029C7A183

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R200108, R220904 & R230404 for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, July 15, 2024

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/ Dealers** X Addition –

X – Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**
___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 7/19/2024 | 2:42 PM CDT

☐ Denied Date

Region 4 ESC: DocuSigned by: A5A9F62707BB40B...

Docusign Envelope ID: 003119BC-9E93-4716-A091-E80378E40130

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R200108, R220904 & R230404 for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, Nov. 19, 2024

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/ Dealers** X Addition –

X – Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**

___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 11/25/2024 | 9:46 AM CST

☐ Denied Date

Region 4 ESC: Signed by: Adam Tabor A5A9F62707BB46B...

DS CW

Docusign Envelope ID: 839DC243-1BD1-4189-B848-D555C601F2C4

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R241608, R220904 & R230404 for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, April 7, 2025

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/ Dealers** X Addition –

X – Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**
___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 4/7/2025 | 2:13 PM CDT

☐ Denied Date

Region 4 ESC: Signed by: Adam Tabor A5A9F62707BB46B... DS

Adam Tabor Director, Procurement

Docusign Envelope ID: 01A869A8-EF6A-4F3F-BC2B-9E57BA7B0288

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R241608, R220904 & R230404 for Roofing, Job Order Contracting, and Exterior Services
Contract Title

on this date, **05.27.2025**

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/ Dealers** X Addition –

X – Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**

___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 5/28/2025 | 1:39 PM CDT

☐ Denied Date

Region 4 ESC: Signed by: Adam Tabor A5A9F62707BB46B... Adam Tabor

Dept. Director, Procurement

DS

Docusign Envelope ID: D1B5B3C0-492D-444A-8BA2-E5A2E48A4590

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R241608, R220904 & R230404 for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, **June 23, 2025**

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/ Dealers**
X Addition and Removal
X Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**
___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).
Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 6/24/2025 | 10:05 AM CDT

☐ Denied Date

Region 4 ESC: Signed by: Adam Tabor A5A9F62707BB40B... DS

Adam Tabor Dept. Director, Procurer

Docusign Envelope ID: 3454CE84-102D-4E8E-BEEC-A2327AA2B241

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R241608, R220904 & R230404 for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, **July 22, 2025**

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/ Dealers** X Addition –

X – Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**
___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 7/29/2025 | 2:57 PM CDT

☐ Denied Date

Region 4 ESC: Signed by: Adam Tabor A5A9F62707BB46B... DS

Adam Tabor

Dept. Director, Procurement

Docusign Envelope ID: 0940F8F0-BCE1-4A51-89D2-83AD93995252

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R230404 for Roofing Products, Services and Job-Order Contracting on this date June 24, 2025.
Contract Title

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/Dealers**
_____Addition
_____Deletion
_____Supporting Documentation

☒ **Price Update**
_____Supporting Documentation

☐ **Products/Services**
_____New Addition
_____Update Only
_____Supporting Documentation

☐ **Discontinued Products/Services**
_____ Supporting Documentation

☐ **States/Territories**
_____Supporting Documentation

☐ **Other**
___X__ Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Submitted By: Craig Nelson

Title: Vice President of WTI GC Strategy

Contact Number: 216-496-0209

Email Address: Cnelson@wtiservices.com

- Approved Date 8/18/2025 | 9:48 AM CDT
- Denied Date _____

Region 4 ESC: Signed by: Adam Tabor A5A9F02707BB40B...

DS CW

Docusign Envelope ID: 776BBA71-30BD-41BD-B091-142CBA128B75

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R241608, R220904 & R230404 for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, **November 13, 2025**

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/ Dealers** X Addition –

X – Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**

___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 11/14/2025 | 9:09 AM CST

☐ Denied Date

DS

Region 4 ESC: Signed by: Adam Tabor A5A9F62707BB46B... Adam Tabor

Dept. Director, Procurement adam.tabor@esc4.net

Docusign Envelope ID: D9EBB131-CE77-44AB-8E74-9E428B55F988

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract numbers: R241608, R220904, R230404, for Roofing, Job Order Contracting, and Exterior Services
Contract Title

on this date, 02.26.2026

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/ Dealers** X Addition –

X – Supporting Documentation

☐ **Price Update**

___ Supporting Documentation

☐ **Products/Services**

☐ **Discontinued Products/Services**

☐ **States/Territories**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 3/4/2026 | 1:40 PM CST

☐ Denied Date

DS

Region 4 ESC: Signed by: Enrique Kladis 184FDFD39CD840F...

Enrique Kladis Procurement Director

Docusign Envelope ID: EE0F94BC-02A0-8899-8133-9B0AAFD4B21A

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R241608, R220904, R230404, for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, 06.04.2026

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☒ **Authorized Distributors/ Dealers** X Addition –

X – Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**

___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 6/15/2026

☐ Denied Date

Region 4 ESC: Signed by: Enrique Kladis 184FDFD39CD840F... Enrique Kladis

Procurement Director

DS

Docusign Envelope ID: 7F7A9637-79DF-8214-823C-5860D8A0CBEF

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R241608, R220904, R230404, for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, 06.18.2026

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/ Dealers** X Addition –

X – Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**

___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 6/22/2026

☐ Denied Date

Region 4 ESC: Signed by: Enrique Kladis 184FDFD39CD840F... Enrique Kladis

Procurement Director

DS

THE CITY OF NEW SMYRNA BEACH - PUBLIC WORKS

CONSIDER THE APPROVAL OF A CONTRACT AGREEMENT WITH ACME ASBESTOS, ABATEMENT AND REMEDIATION FOR ENVIRONMENTAL REMEDIATION ACTIVITIES AT THE CITY GYM.

July 14, 2026

Background:

An environmental evaluation of the City Gym located at 1000 Live Oak Street identified the presence of asbestos-containing materials (ACM), potential lead-based paint hazards, and other environmental concerns requiring corrective action. These conditions present potential health, safety, and regulatory concerns if not addressed. The presence of ACM and possible lead hazards creates a risk of exposure and potential liability.

The City Gym is closed pending completion of the necessary remediation. The remediation work is underway, and staff is seeking retroactive authorization to execute a contract agreement with ACME Asbestos, Abatement and Remediation in the amount of $138,000.

Fiscal Analysis:
A do not exceed cost of $138,000. Funds are available in 00151904-546201.

Strategic Plan Item:
No

Staff Report Created By: David Ray - Director - Public Works

Attachments:

ReccomendationsACME.pdf
NSBCITYGYM_ADDITIONAL_ACM.pdf
COI.pdf

424 Park Place, West Palm Beach, FL 33401
9150 SW 49th Place, Suite A Gainesville, FL 32608
232 S Yonge Street, Suite A Ormond Beach, FL 32174

Main Office: 561-654-3033

Gainesville Office: 352-222-2603

May 18th, 2026
ENVIRONMENTAL RECCOMENDATIONS
FOR THE NSB CITY GYM

To whom it may concern,

Based upon visual observations, ACME Asbestos Abatement recommends the following:

#1) Seal ALL penetrations in floor leading to the crawlspace.
(PHOTO REF 1A & 1B).

#2) Abate additional asbestos from other areas throughout the building.
(ABATEMENT PROPOSAL & PHOTO REF ATTACHED SEPERATELY).

#3) Test painted floors, walls, door jams, & all other painted friction surfaces for Lead Containing Paint. Areas with chipping paint may require further action if found to contain Lead. In the meantime, replace ALL floor brooms and store them in an area with NO visible paint chips and dust. Hazardous lead dust can easily be spread from its source to people's hands. (PHOTO REF 3A-3D).

#4) Cracks in the block bathroom walls may be a sign of foundation issues in this area. (PHOTO REF 4A).

***We highly recommend testing ALL NSB municipal facilities for asbestos, lead paint, and other hazards**.

1A





1743

1B






3A






1745

3B







3C





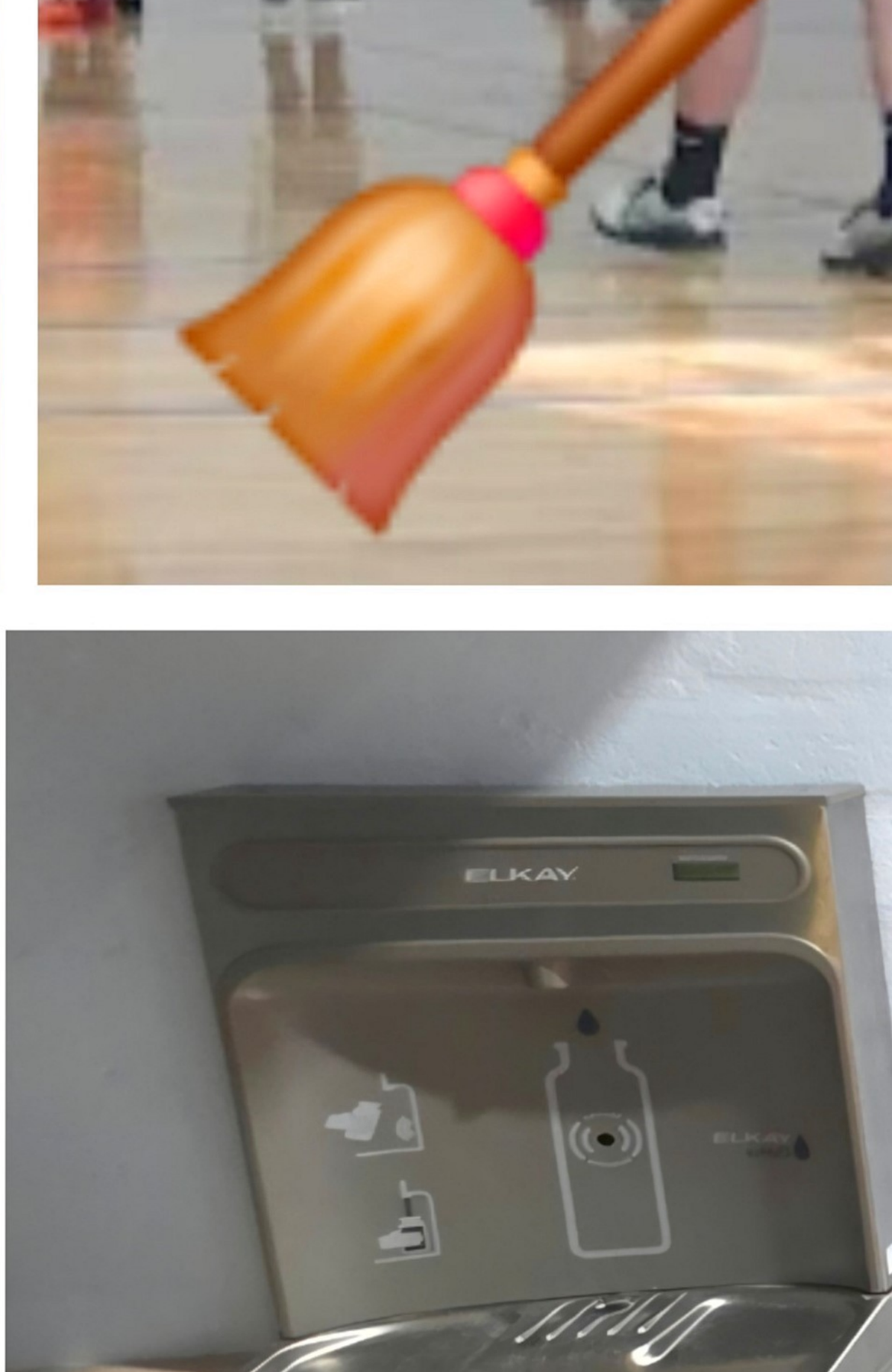


1747


3D






ELKAY

4A

424 Park Place, West Palm Beach, FL 33401
9150 SW 49th Place, Suite A Gainesville, FL 32608
232 S Yonge Street, Suite A Ormond Beach, FL 32174

Main Office: 561-654-3033

Gainesville Office: 352-222-2603

May 18th, 2026
NSB CITY GYM CRAWL SPACE
City of New Smyrna Beach
Attn: Ron Sansaucy
Phone: 386-527-4880
Email: rsansoucy@cityofnsb.com

PROJECT SITE: 1000 Live Oak Street, New Smyrna Beach FL 32168

SCOPE OF WORK MAIN GYM FLOOR: ACME Asbestos Abatement will remove and dispose of all visible white ACM pipe insulation located underneath the 8,080 SF gym floor. Includes removal and disposal of approximately 1050 SF of multi-layered wood subfloor along the North & South interior perimeter walls. (See below exhibit for reference). Additionally, ACME will remove and dispose of approximately 4,400 cubic feet of contaminated soil and debris at a depth of 6 in. All floor joists, foundational supports, electrical conduit and pipes will be cleaned, encapsulated and remain in place.

SCOPE OF WORK NORTH RECEPTION/OFFICES: ACME Asbestos Abatement will remove and dispose of all visible white ACM pipe insulation located underneath the 1,384 SF North reception & office area. Includes removal and disposal of up to 1,384 SF of multi-layered wood subfloor as necessary to access the materials being abated. (See below exhibit for reference). Additionally, ACME will remove and dispose of approximately 700 cubic feet of contaminated soil and debris at a depth of 6 in. All floor joists, foundational supports, electrical conduit and pipes will be cleaned, encapsulated and remain in place. Includes removal and disposal of AACM pipe insulation from the vertical pipe-run pictured in the exhibit below.

SCOPE OF WORK WEST STORAGE & RESTROOMS: ACME Asbestos Abatement will remove and dispose of all visible white ACM pipe insulation located underneath the 1,533 SF West storage & restroom area. Includes removal and disposal of up to 1,533 SF of multi-layered wood & ceramic tiled subfloor as necessary to access the materials being abated. (See below exhibit for reference). Additionally, ACME will remove and dispose of approximately 770 cubic feet of contaminated soil and debris at a depth of 6 in. All floor joists, foundational supports, electrical conduit and pipes will be cleaned, encapsulated and remain in place.

* ALL contents MUST be removed from the immediate abatement areas prior to ACME's arrival onsite. Pricing below includes the cost of Asbestos Project Monitoring by a certified & licensed consultant.

ACME ASBESTOS ABATEMENT WILL PERFORM THE ABOVE SCOPE OF WORK FOR $ 138,000.00

CLARIFICATIONS

1. Our proposal includes one-million-dollar liability insurance coverage.
2. Work to be completed under current Federal and State agency regulations, which include filing of notifications, fees, if any, are an additional charge unless otherwise stated in writing.
3. Asbestos Containing materials removed from job site will be disposed of at an EPA authorized Class 1 landfill and the disposal receipt provided to the customer upon request.
4. Customer to provide access for contractor's vehicles and equipment near the immediate work area.
5. The facility owner must provide electricity and access to clean running water onsite.
6. Any utility disconnects necessary to complete the work are the Owner's responsibility and are to be completed before ACME arrives on site.
7. This proposal is based upon one mobilization to the project site.
8. In the event of a dispute concerning the terms or enforcement of this contract, the venue shall be in Volusia County, Florida. ACME shall be entitled to all reasonable costs and attorney fees incurred in any collection effort on its behalf, whether or not suit is instituted.
9. If payment is not made according to the schedule stated herein, ACME shall be entitled to the maximum allowable interest under the law for the entire period of non-payment.
10. Late payments are subject to a one-time 5% late fee. Interest on past due amounts accrues interest at a rate of 18% per annum.
11. No release shall be granted to any owner or General Contractor until and unless full payment according to the stated schedule has been received. A) Projects under $250,000 require a 40% down payment. Remaining balance due within 30 days of ACME's completion. B) Projects greater than $250,000 require an agreed upon progress payment schedule. DOWN PAYMENT MUST BE RECEIVED PRIOR TO SCHEDULING SERVICE.
12. **This proposal includes filing of the DEP NOTIFICATION OF ASBESTOS REMOVAL as well as filing fee.**

This proposal is valid for thirty days, and we request a Letter of Intent, prior to the elapsed thirty (30) days, if our proposal is accepted. Upon receipt of Your Letter of Intent, the proposal is valid ninety days from the date thereof and is negotiable thereafter.

We appreciate the opportunity to present this proposal and look forward to a favorable reply.

Sincerely,
Adam Bowling
President

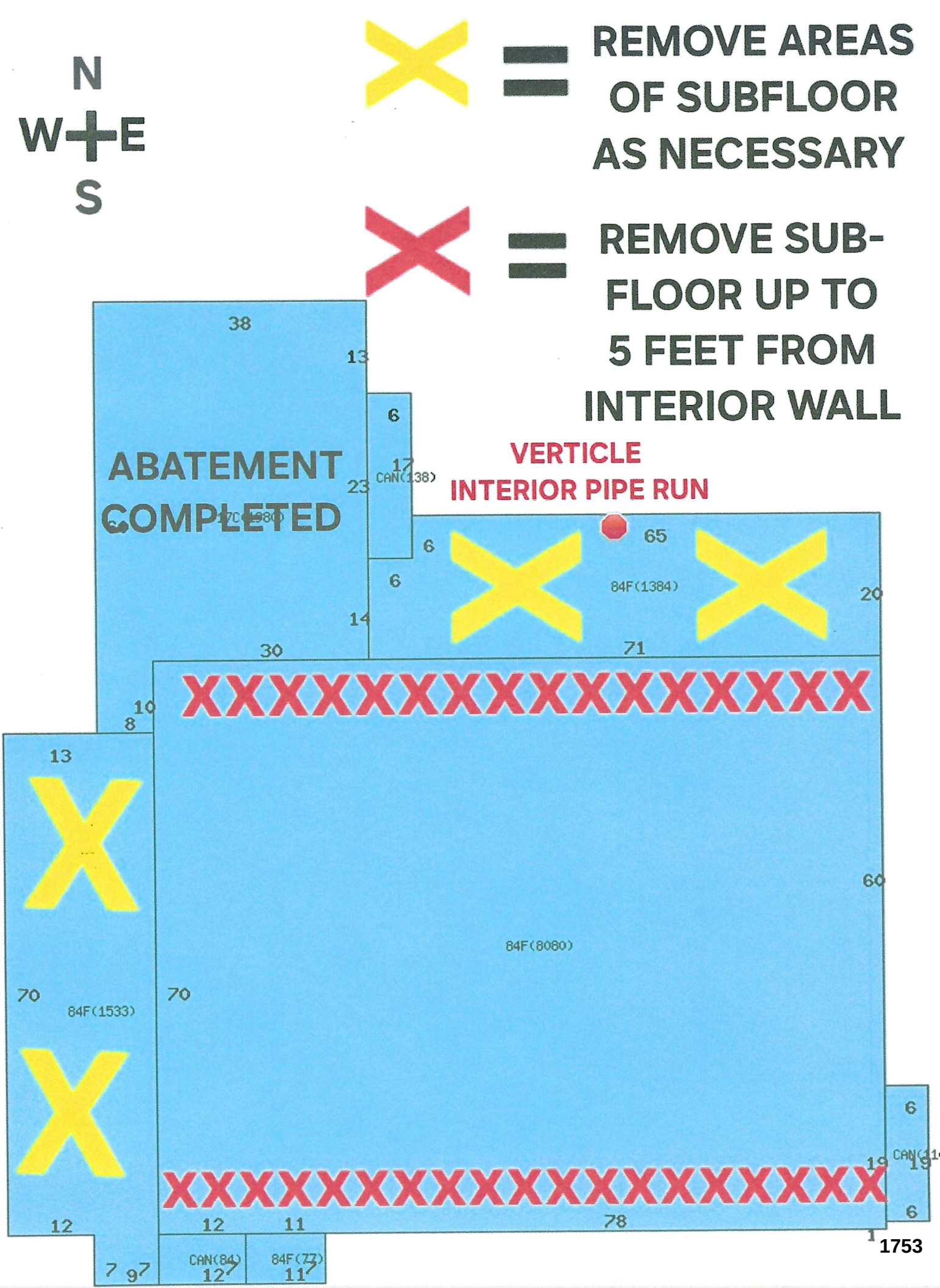
_____

_____
Authorized Signature of Acceptance or PO#

_____
Print Name, Title and Date

Billing contact if different from above

Name/Email _____


N
W
E
S
= REMOVE AREAS OF SUBFLOOR AS NECESSARY
= REMOVE SUB-FLOOR UP TO 5 FEET FROM INTERIOR WALL
ABATEMENT COMPLETED
VERTICLE INTERIOR PIPE RUN
38
13
6
17
CAN(138)
23
6
65
6
84F(1384)
20
14
30
71
10
8
13
60
84F(8080)
70
70
84F(1533)
6
19
CAN(114)
19
6
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12
11
78
1
CAN(84)
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84F(77)
11
7
9
7

1753









CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/18/26

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: Karen LoConti-Diaz	
UNITED NATIONS INSURANCE, LLC 21218 St. Andrews Blvd, Ste #400 Boca Raton, FL 33433	PHONE (A/C, No, Ext): (561)988-2542	FAX (A/C, No): (561)988-2543
	E-MAIL ADDRESS: karen@uniagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CENTURY SURETY COMPANY	36951
INSURED	INSURER B : STAR INSURANCE COMPANY	18023
ACME Asbestos Abatement Remediation LLC 1217 N Flagler Drive West Palm Beach, FL 33401	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 [X] CONTRACTOR'S POLLUTION [X] Blanket, Al, WOS, Primary GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		CCP1345961	09/23/25	09/23/26	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,500
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CCP1345961	09/23/25	09/23/26	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
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		WC0872173 04	09/23/25	09/23/26	[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
A	PROFESSIONAL LIAB. Including Mold.			CCP1345961	09/23/25	09/23/26	Each Wrongful Act Aggregate Limits Prof. Liab. Deductible	$1,000,000 $2,000,000 $2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of New Smyrna Beach is an additional insured on the General Liability only with respects to operations of the Named insured as required by written contract.

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

Karen LoConti-Diaz

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THE CITY OF NEW SMYRNA BEACH - AIRPORT

CONSIDER THE APPROVAL TO WRITE OFF $36,000 IN DEBT OWED TO THE MUNICIPAL AIRPORT BY FORMER TENANT TIGER COMPOSITES.

July 14, 2026

Background:

Tiger Composites was a commercial manufacturing tenant of the New Smyrna Beach Municipal Airport until late 2024. At the time the company vacated the premises, it had an outstanding balance of $36,000 (before tax) for unpaid monthly lease payments. Staff made several attempts to collect the debt before and after the tenant vacated the property; however, those efforts were unsuccessful. The company has now filed bankruptcy which prevents further collection efforts. Based on these circumstances, staff recommends writing off the outstanding debt.

Findings:

Staff recommends writing off the uncollectible debt amount of $36,000 owed to the Municipal Airport by Tiger Composites.

Fiscal Analysis:

Tenant vacated the building 8/31/2024 with an outstanding balance of $37,710.00 The revenue before sales tax is $36,000 which was budgeted to 10430000.36110 for both FY23 and FY24.

Strategic Plan Item:

No

Staff Report Created By: Arvin Weese - Airport Director

Attachments:

TIGER COMPOSITES STATEMENT.pdf
NOTICE OF BANKRUPTCY

City of New Smyrna Beach, New Smyrna Beach, FL 32168

Description		Bill Number	Date	Bill Amount	Bill Adjusted	Paid	Amount Due
AIRPORT BILLING		***13270***	***09/01/2023***				
1	RAMP LEASE - 1531 AIRWAY CIRCLE		09/01/2023	$3,000.00	$0.00	$0.00	$3,000.00
2	SALES TAX RAMP		09/01/2023	$195.00	$0.00	$0.00	$195.00
	Bill Summary			**$3,195.00**	**$0.00**	**$0.00**	**$3,195.00**
AIRPORT BILLING		***13333***	***10/01/2023***				
1	RAMP LEASE - 1531 AIRWAY CIRCLE		10/01/2023	$3,000.00	$0.00	$0.00	$3,000.00
2	SALES TAX RAMP		10/01/2023	$195.00	$0.00	$0.00	$195.00
	Bill Summary			**$3,195.00**	**$0.00**	**$0.00**	**$3,195.00**
AIRPORT BILLING		***13611***	***11/01/2023***				
1	RAMP LEASE - 1531 AIRWAY CIRCLE		11/01/2023	$3,000.00	$0.00	$0.00	$3,000.00
2	SALES TAX RAMP		11/01/2023	$195.00	$0.00	$0.00	$195.00
	Bill Summary			**$3,195.00**	**$0.00**	**$0.00**	**$3,195.00**
AIRPORT BILLING		***13730***	***12/01/2023***				
1	RAMP LEASE - 1531 AIRWAY CIRCLE		12/01/2023	$3,000.00	$0.00	$0.00	$3,000.00
90	SALES TAX RAMP		12/01/2023	$150.00	$0.00	$0.00	$150.00
	Bill Summary			**$3,150.00**	**$0.00**	**$0.00**	**$3,150.00**
AIRPORT BILLING		***13913***	***01/01/2024***				
1	RAMP LEASE - 1531 AIRWAY CIRCLE		01/01/2024	$3,000.00	$0.00	$0.00	$3,000.00
90	SALES TAX RAMP		01/01/2024	$150.00	$0.00	$0.00	$150.00
	Bill Summary			**$3,150.00**	**$0.00**	**$0.00**	**$3,150.00**

1 - 30 Days	31 - 60 Days	61 - 90 Days	Over 90 Days	Interest	Other fees	Total Due
$0.00	$0.00	$0.00	$37,710.00	$0.00	$0.00	$37,710.00

PLEASE RETURN BOTTOM PORTION WITH PAYMENT

Statement

CITY OF NEW SMYRNA BEACH
CITY HALL
210 SAMS AVE
NEW SMYRNA BEACH, FL 32168-9985

Statement Date	Customer Number
05/19/2026	48628
	Statement Total
	$37,710.00

48628
TIGER COMPOSITES INC
1531 AIRWAY CIRCLE
NEW SMYRNA BEACH, FL 32168

Statement Overflow Report

			Invoice Date:			Customer Number:	
AIRPORT BILLING		***14034***	***02/01/2024***				
1	RAMP LEASE - 1531 AIRWAY CIRCLE		02/01/2024	$3,000.00	$0.00	$0.00	$3,000.00
90	SALES TAX RAMP		02/01/2024	$150.00	$0.00	$0.00	$150.00
		Bill Summary		**$3,150.00**	**$0.00**	**$0.00**	**$3,150.00**
AIRPORT BILLING		***14135***	***03/01/2024***				
1	RAMP LEASE - 1531 AIRWAY CIRCLE		03/01/2024	$3,000.00	$0.00	$0.00	$3,000.00
90	SALES TAX RAMP		03/01/2024	$150.00	$0.00	$0.00	$150.00
		Bill Summary		**$3,150.00**	**$0.00**	**$0.00**	**$3,150.00**
AIRPORT BILLING		***14365***	***04/01/2024***				
1	RAMP LEASE - 1531 AIRWAY CIRCLE		04/01/2024	$3,000.00	$0.00	$0.00	$3,000.00
90	SALES TAX RAMP		04/01/2024	$150.00	$0.00	$0.00	$150.00
		Bill Summary		**$3,150.00**	**$0.00**	**$0.00**	**$3,150.00**
AIRPORT BILLING		***14540***	***05/01/2024***				
1	RAMP LEASE - 1531 AIRWAY CIRCLE		05/01/2024	$3,000.00	$0.00	$0.00	$3,000.00
90	SALES TAX RAMP		05/01/2024	$150.00	$0.00	$0.00	$150.00
		Bill Summary		**$3,150.00**	**$0.00**	**$0.00**	**$3,150.00**
AIRPORT BILLING		***14773***	***06/01/2024***				
1	RAMP LEASE - 1531 AIRWAY CIRCLE		06/01/2024	$3,000.00	$0.00	$0.00	$3,000.00
90	SALES TAX RAMP		06/01/2024	$75.00	$0.00	$0.00	$75.00
		Bill Summary		**$3,075.00**	**$0.00**	**$0.00**	**$3,075.00**
AIRPORT BILLING		***15237***	***07/01/2024***				
1	RAMP LEASE - 1531 AIRWAY CIRCLE		07/01/2024	$3,000.00	$0.00	$0.00	$3,000.00
90	SALES TAX RAMP		07/01/2024	$75.00	$0.00	$0.00	$75.00
		Bill Summary		**$3,075.00**	**$0.00**	**$0.00**	**$3,075.00**
AIRPORT BILLING		***15246***	***08/01/2024***				
1	RAMP LEASE - 1531 AIRWAY CIRCLE		08/01/2024	$3,000.00	$0.00	$0.00	$3,000.00
90	SALES TAX RAMP		08/01/2024	$75.00	$0.00	$0.00	$75.00
		Bill Summary		**$3,075.00**	**$0.00**	**$0.00**	**$3,075.00**

RECEIVED
AUG 26 2025
BY CITY ATTORNEY

Information to identify the case:

Debtor: Tiger Composites, Inc. (Name) EIN: 47-1368618

United States Bankruptcy Court Middle District of Florida Date case filed for chapter: 7 8/19/25

Case number: 6:25-bk-05262-LVV Date Notice Issued: **8/21/25**

Official Form 309C (For Corporations or Partnerships)

Notice of Chapter 7 Bankruptcy Case -- No Proof of Claim Deadline

10/20

For the debtor listed above, a case has been filed under chapter 7 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtor or the debtor's property. For example, while the stay is in effect, creditors cannot sue, assert a deficiency, repossess property, or otherwise try to collect from the debtor. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees.

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at https://pacer.uscourts.gov.

The staff of the bankruptcy clerk's office cannot give legal advice.

Do not file this notice with any proof of claim or other filing in the case.

1. Debtor's full name	Tiger Composites, Inc.	
2. All other names used in the last 8 years		
3. Address	425 W Colonial Dr, Suite 303 Orlando, FL 32804	
4. Debtor's attorney Name and address	Walter F Benenati Benenati Law Firm A Professional Association 2702 E Robinson Street Orlando, FL 32803	Contact phone 407-777-7777 Email: wfbenenati@gmail.com
5. Bankruptcy Trustee Name and address	Lori Patton Lori Patton, Trustee 377 Maitland Ave Ste 1002 Altamonte Springs, FL 32701	Contact phone 407-937-0936
6. Bankruptcy Clerk's Office Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at https://pacer.uscourts.gov.	George C. Young Federal Courthouse 400 West Washington Street Suite 5100 Orlando, FL 32801	Office Hours: 8:30 AM to 4:00 PM Monday through Friday Contact phone: 813-301-5319

***You are reminded that Local Rule 5073-1 restricts the entry of personal electronic devices into the Courthouse. ***

Notice is further given that effective on the date of the Petition, the United States Trustee appointed the above named individual as interim trustee pursuant to 11 USC § 701.

For more information, see page 2 >

SAT-33409 113A-6 309C 25-05262
Walter F Benenati
2702 E Robinson Street
Orlando, FL 32803

011045 11045 1 AB 0.636 32168 8 7 10521-1-11306
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168-7040

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THE CITY OF NEW SMYRNA BEACH - POLICE DEPARTMENT

CONSIDER THE APPROVAL OF A RENEWAL OF THE CONTRACT WITH THE VOLUSIA COUNTY SCHOOL BOARD FOR A FULL-TIME POLICE OFFICER AT THE NEW SMYRNA BEACH MIDDLE SCHOOL AND NEW SMYRNA BEACH HIGH SCHOOL FOR FY26-27.

July 14, 2026

Background:

The City has contracted with the Volusia County School Board for a full time officer at the New Smyrna Beach Middle School and New Smyrna Beach High School since June of 2023 and July of 2024 respectively. The terms of the original contracts allow for yearly extensions through 2028.

Findings:

The Police Department seeks to renew the contract between the City of New Smyrna Beach and the Volusia County School Board for a full-time School Resource Officer at both the middle school and high school for FY27.

Fiscal Analysis:

The cost of the time the School Resource Officer spends at the school during the school year (181 days, or 1,448 hrs.) is split with Volusia County per the contract. This contract pays 50% of the officers' salary for the amount of time they spend at the school. This amount paid by the Volusia County School Board is currently $38,835.36 per contract. Should officers get a pay increase moving forward this change will be reflected in an amended MOU with the Volusia County School Board.

Strategic Plan Item:
No

Staff Report Created By: Chris Kirk

Attachments:

Fully Executed SRO for NSB Middle FY 25-26.pdf
Board Signed 6.24.2025.pdf
Board Signed 6.24.2024.pdf
DN-2025-1055-CT_SRO_Renewal_-NSB-HS_FY-26-27.pdf
DN-2025-1056-CT_SRO_Renewal_NSB-MS_FY_26-27.pdf
Original High School Resource Officer Agreement.pdf

The School Board of Volusia County, Florida
200 N. Clara Avenue, DeLand, FL 32720

Agenda Item Details

Meeting	Jun 24, 2025 - Agenda - 4:30 PM Regular Session - The School Board of Volusia County, Florida
Category	13. Consent-Financial Services-Procurement
Subject	~~13.13~~ 13.12 Contract Renewal of SRO Agreement with the City of New Smyrna Beach for New Smyrna Beach Middle School FY 2025 - 2026
Access	Public
Type	Action (Consent)
Preferred Date	Jun 24, 2025
Absolute Date	Jun 24, 2025
Fiscal Impact	Yes
Dollar Amount	38,835.36
Budgeted	Yes
Budget Source	General Fund: Safe Schools Allocation - Project 10860
Recommended Action	The superintendent recommends approval of renewal School Resource Officer agreement between the School Board of Volusia County and the City of New Smyrna Beach for New Smyrna Beach Middle School for fiscal year 2025 - 2026.

Public Content

BACKGROUND:
Requesting approval to renew the School Resource Officer Agreement with the City of New Smyrna Beach - High School for one (1) School Resource Officer (SRO) to provide services totaling 1,448 billable hours for 181 days during FY 2025 - 2026. The second year of the five (5) year term has been completed, and both parties have mutually agreed to renew the Agreement for an additional one (1) year term, leaving two (2) remaining renewal options. There are no changes to the Agreement, and all terms and conditions as approved on June 25, 2024, shall remain in full force and effect. Except as expressly stated herein, the original Agreement shall continue unchanged and binding upon the parties.

TERM:
July 01, 2025 through June 30, 2026 (Year 3 of 5, with two (2) renewal periods remaining).

SUPPLIER:
City of New Smyrna Beach - Middle School (New Smyrna Police Department)

REQUESTED BY:
Mr. John Cash, Chief of Staff

SUBMITTED BY:
Ms. Enid Kunce, Director of Procurement

6-24-2025 Board SRO Renewal NSB-MS.pdf (15,757 KB)

Administrative Content

Executive Content

NEW SMYRNA BEACH – MIDDLE SCHOOL
SRO CONTRACT RENEWAL

This Agreement is made this 20th day of June 2025, between the **CITY OF NEW SMYRNA BEACH**, a Florida municipal corporation with a mailing address of 210 Sams Avenue, New Smyrna Beach, Florida 32168 (hereinafter the "City") and the **SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA** with a mailing address of Post Office Box 2118, DeLand, Florida 32721- 2118 (hereinafter the "School Board").

WHEREAS, the City and the School Board entered into that certain SCHOOL RESOURCE OFFICER AGREEMENT (FY 2023-2028), executed by both parties on August 23, 2023; and Amended on July 15, 2024 (hereinafter the "SRO Contract"); and

WHEREAS, Section 1 of the SRO Contract stated the term would be one (1) base year with four (4), one (1) year renewal options, upon mutual agreement; and

WHEREAS, the City and the School Board desire to renew the SRO Contract for one (1) additional year (FY 2025-2026), with all other provisions of the SRO Agreement remaining unchanged;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. **Section 1, Term** of Agreement shall be amended to: The term of this Agreement is five (5) years with one (1) base year and four (4), one (1) year renewal options starting on July 1, 2023, and ending June 30, 2028, for a total of five (5) years. The second year of the five (5) year term has been completed, and the parties have agreed to renew the contract for one (1) year which leaves two (2) additional renewal options remaining. Automatic renewals are not part of this Agreement, and any renewal must be mutually agreed upon by both parties in writing.

2. Except as herein expressly modified, the Agreement for SRO Contract approved August 23, 2023; and Amended on July 15, 2024 shall otherwise remain in full force and effect, subject to all terms and conditions therein.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have made and executed this instrument in three counterparts for the purpose herein expressed on the dates indicated below.

ATTEST:

By: Sharon Taylor-Harding
Name: Ms. Sharon Taylor - Harding
Title: Interim City Clerk
Date: May 20, 2025

THE CITY OF NEW SYMRNA BEACH

By:
Name: Mr. Kevin Cowper
Title: City Manager
Date: May 20, 2025

By:
Name: Mr. Christopher Kirk
Title: Interim Police Chief
Date: 05/2025

Approved as to form and sufficiency

By: Carrie Avallone
Name: Ms. Carrie Avallone
Title: City Attorney
Date: 5/20/2025

ATTEST:

By:
Name: Dr. Carmen Balgobin
Title: Superintendent of Schools
Date: 6.24.2025

SCHOOL BOARD OF VOLUSIA COUNTY

By: Jamie M. Haynes
Name: Ms. Jamie Haynes
Title: School Board Chair
Date: 6.24.2025

Reviewed for legal sufficiency for reliance only by the District

By:
Name: Gilbert Evans, J.D., Ph. D.
Title: General Counsel
Date: 5/23/25

The School Board of Volusia County, Florida
200 N. Clara Avenue, DeLand, FL 32720

Agenda Item Details

Meeting	Jun 25, 2024 - Agenda - 4:30 PM Regular Session - The School Board of Volusia County, Florida
Category	13. Consent-Financial Services-Procurement
Subject	13.10 Renewal and Amended School Resource Officer (SRO) Agreement with the City of New Smyrna Beach for Middle School
Type	Action (Consent)
Preferred Date	Jun 25, 2024
Absolute Date	Jun 25, 2024
Fiscal Impact	Yes
Dollar Amount	38,835.36
Budgeted	Yes
Budget Source	Safe Schools Allocation - Project 10860 and FTE Distributions
Recommended Action	The superintendent recommends approval of the renewal and amended School Resource Officer (SRO) Agreement with the City of New Smyrna Beach for New Smyrna Beach Middle School.

BACKGROUND:
The purpose of this Agreement is to comply with legislation (SB 7026and SB 7030), mandating armed safe-school officers at district schools; to foster better relations between students and law enforcement personnel; to deter crime on or about school premises by the presence of a law enforcement officer; to enforce local, state, and federal laws, and to have a School Resource Officer available for presentations to the students, faculty, and parents concerning law enforcement and various subjects related to the law. The School Resource Officer will at all times maintain a highly visible uniformed presence while on duty school sites.

The City of New Smyrna Beach agrees to provide a School Officer from the City of New Smyrna Beach Police Department. The term of the Agreement is five (5) years total with one (1) base year and four (4) one (1) year renewal options starting July 01, 2024. The district will pay 50% of the cost for one (1) officer, with the remaining 50% paid by the City of New Smyrna Beach. The School Resource Officer will be assigned to New Smyrna Beach Middle School and will support ongoing efforts for a safe school environment.

TERM:
July 01, 2024 through June 30, 2025 (year 2 of 5, with three renewal periods remaining).

SUPPLIER:
City of New Smyrna Beach (New Smyrna Beach Police Department)

REQUESTED BY:
Ms. Patricia Corr, Chief Operating Officer

SUBMITTED BY:
Ms. Enid Kunce, Director of Procurement

6-25-2024 Board NSB-MS SRO Renewal.pdf (14,682 KB)

Motion & Voting

The superintendent recommends approval of all items in the consent agenda.

Motion by Carl Persis, second by Ruben Colon.
Final Resolution: Motion Carries
Yea: Carl Persis, Jamie Haynes, Ruben Colon, Anita Burnette, Jessica Thompson

VOLUSIA COUNTY SCHOOL BOARD & CITY OF NEW SMYRNA BEACH
AMENDED AND RESTATED
NEW SMYRNA BEACH MIDDLE SCHOOL RESOURCE OFFICER AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT is made and entered into on this 15th day of July 2024, between the School Board of Volusia County, hereinafter referred to as "**School Board**" and the City of New Smyrna Beach, hereinafter referred to as "**City.**"

RECITALS

WHEREAS, the City and the School Board entered into that certain SCHOOL RESOURCE OFFICER AGREEMENT (FY 2023-2028) which was executed by the parties in August 2023 (hereinafter the "SRO Contract"); and

WHEREAS, Section 1 of the SRO Contract stated the term of the agreement would be one base year with four renewal options of one-year each, upon mutual agreement; and

WHEREAS, the City and the School Board desire to renew the SRO Contract for one additional year (FY 2024-2025), with amendments to include increasing the hourly rate of the SRO to $53.64 until July 1, 2025, where such rate will increase to $54.95, and to insert new language regarding FERPA, training, safeguarding of student records, indemnification, notice of arrests and citations, and other general conditions; and

WHEREAS, the parties want to enter into the Amended and Restated Agreement for the performance of law enforcement functions provided by a School Resource Officer hereinafter described; and

WHEREAS, the City is agreeable to provide personnel to perform the duties and responsibilities of a School Resource Officer, as described herein; and

WHEREAS, the School Board agrees to compensate the City for School Resource Officer (SRO) Program costs; and

WHEREAS, the City agrees to receive monies from the School Board and to budget such monies to the City Police Department for services rendered to the School Board; and to budget one (1) School Resource Officer to be jointly funded by the School Board at fifty percent (50%) and the City at fifty percent (50%); and

WHEREAS, the parties have approved the School Resource Officer Program as a viable program and their approval is not construed as a permanent obligation; and

WHEREAS, Florida Statute Sections 1002.22(2) and 1002.221, provide that education records created, maintained or used by public educational institutions and agencies shall be protected in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C.

§ 1232g, and the implementing regulations issues pursuant thereto, and § 1002.221 permits a public school, center, institution, or other entity that is part of Florida's education system to release a student's education records without written consent of the student or parent to parties to an interagency agreement; and

WHEREAS, the Uninterrupted Scholars Act (USA), 20 USC 1221, amending FERPA, permits access to a student's records by an agency caseworker or other representative of a child, who has the right to access a student's case plan, when such agency is legally responsible in accordance with state law for the care and protection of the student, provided that the student records or information will not be disclosed by such agency except to address the student's education needs in accordance with the law; and

WHEREAS, Title 34 CFR §99.31(a)(5)(i)(B) and §99.38(a) and (b) permit an educational agency or institution to disclose personally identifiable information from an education record of a student without written consent of the parent or eligible student if the disclosure is to state and local officials or authorities to whom this information is specifically allowed to be reported or disclosed pursuant to a state statute adopted after November 19, 1974, and concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released; and

WHEREAS, Florida Statute §985.04(1) requires the sheriff, chiefs of police and district school superintendent in each county to enter into an interagency agreement for the purpose of sharing information about juvenile offenders among all parties, to specify the conditions under which summary criminal history information is to be made available to appropriate school personnel, to specify the conditions under which school records are to be made available to appropriate departmental personnel, and to provide for notification to any classroom teacher of assignment to the teacher's classroom of a juvenile who has been placed in a probation or commitment program for a felony offense; and

WHEREAS, Florida Statute §1003.53(6) addresses the exchange of information and/or coordination of services between school districts, and with social service, law enforcement, prosecutorial and juvenile justice agencies and juvenile assessment centers in the school district; and

WHEREAS, Florida Statute §1006.13 (4)(a), (b) and (c), Florida Statutes, requires each district school board to enter into agreements with the county sheriff's office and local police departments specifying guidelines for ensuring that acts that pose a serious threat to school safety, whether committed by a student or adult, are reported to a law enforcement agency, and addressing the role of school resource officers, if applicable, in handling reported incidents, circumstances in which school officials may handle incidents without filing a report with a law enforcement agency, and a procedure for ensuring that school personnel properly report appropriate delinquent acts and crimes; while creating zero tolerance policies that do not require the reporting of petty acts of misconduct and misdemeanors to law enforcement agencies; and

WHEREAS, pursuant to §768.28, Florida Statutes, neither the School Board nor the City waive any defense of sovereign immunity or increase of the limits of its liability upon entering into this Agreement; and

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, the mutual understandings and covenants set forth herein, and other specific considerations, the parties agree as follows:

1. **Term.** The term of this Agreement is from **July 1, 2023 through June 30, 2028,** a total of five years, with one base year and four one-year renewal options. The Performance Base Year starts on July 1, 2023, and ends June 30, 2024, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein. The parties have agreed to the first of of the four renewal options, beginning July 1, 2024 through June 30, 2025.

2. **Purpose.** The purpose of this Agreement is to foster better relations between students and law enforcement personnel, to deter crime on or about school premises by the presence of a law enforcement officer, to enforce local, state and federal laws, and to have a School Safety Officer available for presentations to the students, faculty and parents concerning law enforcement and various subjects related to the law. The School Safety Officer shall, at all times, maintain a highly visible uniformed presence while on duty at school sites.

3. **Termination.** This Agreement may be terminated by either party at any time, with or without cause, upon not less than sixty (60) days written notice delivered by Certified Mail, Return Receipt Requested, or in person to the other party; or, otherwise terminated upon any other manner approved in writing by both parties to this Agreement.

4. **Services.**

(a) The City agrees to provide to the School Board a total of one full-time School Resource Officer, eight hours per day for 181 school contract days, excluding summer school for the compensation described in Paragraph 9 herein. Daily hours for the School Resource Officer will primarily be 8:45 a.m. to 4:45 p.m. for New Smyrna Beach Middle School. The City will make every effort to have a School Resource Officer position filled at the beginning of each school year and throughout the term of this Agreement.

(b) It is agreed that there are occasions when it is not possible to staff the school with a School Resource Officer. This may be due to medical reasons, extended training assignments or termination resulting in a position vacancy. It is also agreed that, whereupon it is determined that filling a temporary School Resource Officer vacancy is critical to maintaining the safe and orderly environment of the School, a School Safety Officer from New Smyrna Beach, Florida may be reassigned by the City in part or in total to fill the vacancy until a replacement can be found.

(c) It is agreed that there are occasions when it is necessary for the School Resource Officer to work hours in excess of his/her normal duty assignment. It is agreed by the City that inclusive of this Agreement will be a maximum of twenty (20) hours of overtime hours authorized per School Resource Officer during each year of the term of the Agreement. The decision regarding the accumulation of this overtime allocation will be at the discretion of the School Board representative, the principal of the effected school and the City's Police Chief's representative. Advanced approval from the School Board representative will be required for a School Resource Officer to earn overtime. The overtime allocation described herein shall be applicable and consistent with the School Resource Officer's daily responsibilities and/or for after school activities which by mutual agreement may be outside the scope of the School Resource Officer's daily activities performed at his/her assigned school. Such outside detail activities and any hours in excess of the twenty (20) hours prescribed herein will be billed at the rate of $55.00 per hour for services provided by the School Resource Officer assigned to New Smyrna Beach Middle School and shall be funded one hundred percent (100%) by the school.

(d) The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of the school administrators, unless the violation or misbehavior involves criminal conduct. The School Board encourages the use of Civil Citations for eligible students. The School Board utilizes the Incident Command structure with established Emergency Operations Plans when responding to an all-hazards approach to emergency management.

(e) The City shall develop and expand crime prevention efforts for students and shall serve as a liaison between the School and other first responders, investigative units and/or juvenile justice authorities when necessary and consistent with applicable civil rights and privacy laws. The School Resource Officer shall be part of the School Multidiscipline School Safety and Security team and shall assist in School responses to emergency issues to include referring students to professional services both within and outside the School Board.

(f) The School Board will share information on an as needed basis to the School Resource Officer to ensure resolution on open investigations being conducted by the School Resource Officer. All Federal privacy laws, including Family Educational Rights and Privacy laws, HIPAA and FERPA, will be followed.

(g) The School Safety Officer will follow the City's Police Department's Chain of Command structure or command staff as designated by the City's Chief of Police.

(h) The City agrees to ensure that all School Resource Officer(s) assigned under the terms of this Agreement will be available for, and participate in, VCS trainings related to the role of law enforcement on campus and working with students with disabilities. VCS required School Safety Officer trainings applicable to School Resource Officer(s) include: "Understanding Autism: SRO/SRD/Guardians" and "Serving Students with Disabilities: SRO/SRD/Guardians" and "Threat Management Training: SROs/SRDs". VCS shall provide as its expense all school-based trainings for serving students with disabilities. School Resource Officers shall participate in said school-based trainings before interacting with students on campus, or in extreme circumstances within 30-days of appointment."

5. **Other Considerations.** The City Commission, its Police Chief, and the School Board recognize that opportunities may materialize whereby it is in the best interest of City and County taxpayers to modify this Agreement for considerations outside the scope of the School Safety Officer Program.

6. **Cooperation.**

(a) It is agreed that the City shall have all reasonable and necessary cooperation and assistance from the School Board, its officers, agents, and employees so as to facilitate the performance of this Agreement.

(b) Although the School Safety Officer has an assigned school site, he/she is subject to temporary relocation on an as-needed basis with the concurrence of the Board Superintendent or his designee, and the City's Police Chief.

7. **Personnel/Equipment.** It is understood that the personnel assigned to perform duties under the terms and conditions of this Agreement is functioning at all times as a member of the City of New Smyrna Beach Police Department and is subject to City's department supervision and regulation in addition to employment regulations governed by the Volusia County Merit System of Rules and Regulations. In addition, all equipment purchased and utilized by the City in performance of this Agreement is and shall remain the property of City of New Smyrna Beach unless otherwise specified within this Agreement. The School Board shall provide the School Safety Officer with office space to include a desk, phone, computer, and two-way radio utilized by the on-site safety and security team members. Access to programs utilized by the School Board shall be provided to ensure

the sharing of critical information and comply with all laws, rules, and regulations to include HIPAA and FERPA.

8. **Off Campus Activities.** It is recognized that during the course of the school year, the School Safety Officer may be required to attend meetings and training that support his/her professional certification and/or the School Safety Officer Program. Where possible, training will take place when school is not in session. A School Safety Officer may not elect to participate in additional training activities or other non-mandatory events that take them away from the campus without the approval of the school principal and City's Police Chief's representative. In these cases, the time away from the school will be deducted from the monthly billing.

9. **Compensations and Payment.** As of July 1, 2024, the School Board hereby agrees to compensate the City at a rate of fifty percent (50%) for all services provided herein at the established rate of $53.64 per billable hour for the School Safety Officer primarily at New Smyrna Beach Middle School, as identified by the City. The School Board's total cost for the first renewal shall be $38,835.36 numerated as follows:

School Safety Officer	
Hourly Rate:	$53.64
Billable Hours:	1,448
One SSO at 8 hours, 181 days	$38,835.36 (50% of 77,670.72)
Total Agreement Price	**$38,835.36**

For the second renewal option beginning July 1, 2025, the parties agree that the hourly rate shall be increased to $54.95 per hour. All payments from the School Board to the City provided herein, for the third renewal option and beyond shall be subject to adjustment, upon written agreement by the parties, dependent upon changes to City's expenses to provide the services herein. Additional payment terms include:

(a) Payment shall be made in ten (10) monthly payments by the School Board upon receipt of the City billing invoice.

(b) Upon the completion of the Agreement year, the City shall reconcile actual costs and remit to the School Board any monies due (i.e. vacancies,) or request an Agreement modification to increase compensation if final costs exceed the amount budgeted. Monthly

City employee time records will be submitted to the School Board Representative for payment processing. If the School Safety Officer is absent, the monthly billing will reflect the absence and the monthly billing will reflect a deduction of the hours not worked prior to the billing being sent to the School Board Representative for payment.

10. **Management Reports.** Any reports required under this Agreement shall be discussed and mutually agreed upon by both parties prior to implementation. The City of New Smyrna Beach shall be responsible for maintaining records related to training in accordance with HB 1473.

11. **Reporting Crimes and Delinquent Acts.** The School Board and the City shall adhere to §1006.12 F.S. titled, School Resource officer and School Safety Officers, and §1006.13 F.S. titled, Policy of Zero Tolerance for Crime and Victimization. Accordingly, it is agreed by the parties that school personnel will report to the School Safety Officer all delinquent acts and crimes occurring whenever students are under the jurisdiction of the school. Where a School Safety Officer is not present or available, a report shall be provided to the appropriate law enforcement agency and a copy of such report shall be provided to the School Safety Officer.

12. **Safeguarding The Confidentiality of Shared Student Records.** The parties acknowledge that Sections 1002.022, 1002.221 and 1002.222, Fla. Stat. and the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The parties further acknowledge that the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") (H1PAA and HITECH Act are collectively referred to herein as "HIPAA") protect the privacy of students' individually identifiable health information ("PHI") and may be applicable to student records in certain circumstances. The student personally identifiable information ("PII") may be disclosed only in compliance with FERPA as it applies to the Parties and PHI may be disclosed only in compliance with HIPAA, where required by law. Pursuant to FERPA, the information provided by VCS shall be limited to that which is necessary to effectively serve the student.

Each party participating in this Agreement agrees to:

(a) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement, or required by law, or when the parent of a student provides prior written consent for its release. All shared student records will be disclosed only

to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.

(b) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect the student information in accordance with FERPA's privacy requirements and the students' PHI in accordance with HIPAA's privacy requirements.

(c) Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Interagency Agreement.

(d) To use the shared information to facilitate the collection and analysis of the data in order to track shared clients, better coordinate individual care, and address barriers and needs across systems to better serve the student. Specifically, by sharing data the parties can identify barriers, leverage existing resources, and coordinate overall care to better serve the student.

(e) Ensure that all employees, appointees or agents of any party who are granted access to shared student records will have successfully completed (1) background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards; and (2) A FERPA training webinar, which is available at the U.S. Department of Education, Privacy Technical Assistance Center website: http://www2.ed.gov/policy/gen/guid/ptac/index.html, http://ptac.ed.gov/ including, http://www2.ed.gov/policy/gen/guid/ptac/pdf/slides.pdf or any other requirements.

(f) Each party agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law. A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement without advance notice.

This Section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such student records are returned to VCS or disposed of in compliance with HIPAA and the applicable Florida Statutes.

13. **Indemnification.** Subject to the limitations contained in Fla. Stat. § 768.28, each party agrees to be responsible, to the extent permitted by law, for its own acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing contained herein shall be construed to extend

liability to the other party for any incidental, consequential, special, exemplary, or punitive damages, however caused under any theory of liability, whether in contract, strict liability, or tort including negligence or otherwise for any matter arising from or relating to the Agreement or the service terms provided herein. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

14. **Notice of Arrests and Citations.**

A. Arrest or Citation of Students or School Employees on School Grounds During Hours of School Operation

When a student or school employee is arrested or receives a citation on school grounds during the time of normal school operation, notification of the arrest or citation will be provided to the building principal or designee on a confidential basis.

B. Arrest or Citation on Non-Students on School Grounds

When a person other than an enrolled student or school employee is arrested or receives a citation on school property, the building principal or designee will be advised of the circumstances of the offense and the identity of the offender.

C. Arrests or Citations of Students or School Employees off School Grounds During School Operation

Where a student or school employee is arrested off of school property during times of normal school operation or under circumstances which would lead the arresting or citing officer to believe that the person arrested is a student or a school employee, and that a school official is responsible for the care or custody of the student at the time of the incident or that the school employee is on duty, the officer shall, as soon as is practicable, provide notification of the incident to the building principal or designee of the school to which the student is enrolled or the school employee is employed.

D. Confidentiality of Information Provided to Building Principal

In all instances of building principal notifications described in the Sections above, the principal or designee shall not disseminate the information received from the arresting or citing officer.

15. **General Conditions.**

A. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability subject to the limited waiver as codified in Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

B. **Statement of Non-Discrimination.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

C. **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, School Board policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

D. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal matters arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventh Judicial Circuit of Volusia County, Florida.

E **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

F. **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement.

G. **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way, define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict

with the provisions of this Agreement.

H. **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

I. **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

J. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

K. **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

16. **Entire Agreement.**

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties, relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provision of the Agreement shall be valid only when expressed in writing and duly signed by the parties.

17. **Notices.** Whenever any party desires to give notice unto the other, notice may be sent to:

For the School Board	**With Copy To**
School Board of Volusia County Office of the Superintendent Post Office Box 2118 DeLand, FL 32721-2118	The General Counsel School Board of Volusia County Post Office Box 2118 DeLand, FL 32721-2118
For the City of New Smyrna Beach	**With Copy To**
The City Manager 210 Sams Avenue New Smyrna Beach, FL 32168	The Police Chief 246 Industrial Park Avenue New Smyrna Beach, FL 32168

Any of the parties may change by written notice the addresses or persons for receipt of notice.

18. **Appropriation Contingency**. Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. If at any time funds are not appropriated for the services provided or to be provided under this Agreement, this Agreement shall be caused to automatically terminate as of the first day following the last month so funded.

19. **Agreements With Other Agencies:** If the School Board executes an Agreement between the School Board and another municipality within the school district for the provision of the same or substantially the same services, terms and conditions provided in this Agreement and that Agreement provides more favorable cost share split than that which is set forth in paragraph 9 (a) above, the School Board shall increase the City's percentage split so as to be equal to that which is provided to the other municipality.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have made and executed this instrument in three counterparts for the purpose herein expressed on the dates indicated below.

ATTEST:

By: Kelly McQuillen
Name: Ms. Kelly McQuillen
Title: City Clerk
Date: 7/15/2024

THE CITY OF NEW SYMRNA BEACH

By: KC
Name: Mr. Khalid Resheidat
Title: City Manager
Date: 7/11/2024

By: EF
Name: Mr. Eric Feldman
Title: Police Chief
Date: 7/14/2024

Approved as to form and sufficiency

By: Carrie Avallone
Name: Carrie Avallone
Title: City Attorney
Date: 7/15/2024

ATTEST:

By:
Name: Dr. Carmen Balgobin
Title: Superintendent of Schools
Date: 6.25.2024

SCHOOL BOARD OF VOLUSIA COUNTY

By: Jamie M. Haynes
Name: Ms. Jamie Haynes
Title: Chairman
Date: 6.25.2024

Reviewed for legal sufficiency for reliance only by the District

By:
Name: Mr. Kevin W. Pendley
Title: General Counsel
Date: 6/5/2024

The School Board of Volusia County, Florida
200 N. Clara Avenue, DeLand, FL 32720

Agenda Item Details

Meeting	Aug 08, 2023 - Agenda - 4:30 PM Regular Session - The School Board of Volusia County, Florida
Category	13. Consent-Operations Services-Purchasing
Subject	13.06 School Safety Officer Agreement Between Volusia County School Board and the City of New Smyrna Beach for Fiscal Years 2023 - 2028
Type	Action (Consent)
Preferred Date	Aug 08, 2023
Absolute Date	Aug 08, 2023
Fiscal Impact	Yes
Dollar Amount	24,442.24
Budgeted	Yes
Budget Source	FEFP Safe Schools Allocation
Recommended Action	The superintendent recommends approval of the School Safety Officer Agreement between Volusia County Schools and the City of New Smyrna Beach for fiscal years 2023 - 2028.

BACKGROUND:
The purpose of this Agreement is to comply with legislation (SB 7026 and SB 7030) mandating armed safe-school officers at District schools; to foster better relations between students and law enforcement personnel; to deter crime on or about school premises by the presence of a law enforcement officer; to enforce local, state, and federal laws, and to have a School Safety Officer available for presentations to the students, faculty, and parents concerning law enforcement and various subjects related to the law. The School Safety Officer will, at all times, maintain a highly visible uniformed presence while on duty a school sites.

The City of New Smyrna Beach agrees to provide one (1) full-time School Safety Officer, eight (8) hours per day for when school is in session. Daily hours for the School Safety Officer will primarily be 8:45 am to 4:45 pm for New Smyrna Beach Middle School. The City will make every effort to have a School Safety Officer position filled at the beginning of the 2023-2024 school year and throughout the term of the Agreement: July 1, 2023 - June 30, 2028. The District will pay fifty percent (50%) for the cost of the officer, with the remaining paid by the City.

SUBMITTED BY:
Maria Kraft, Director, Purchasing and Warehousing

8-08-2023 BOARD SRO- City of New Smyrna Beach.pdf (3,224 KB)

Motion & Voting

The superintendent recommends approval of all items in the consent agenda except items 12.04 Building Replacement: Enterprise Elementary School: approval to request permission from Florida Department of Education (FDOE) to raze all permanent buildings at Enterprise Elementary School and 12.05 Building Replacement: Louise S. McInnis Elementary School: approval to request permission from Florida Department of Education (FDOE) to raze all permanent buildings at Louise S. McInnis Elementary School.

Motion by Carl Persis, second by Ruben Col n.

Final Resolution: Motion Carries
Yea: Carl Persis, Jamie Haynes, Ruben Col n, Anita Burnette, Jessica Thompson

The School Board of Volusia County, Florida
200 N. Clara Avenue, DeLand, FL 32720

Agenda Item Details

Meeting	Aug 08, 2023 - Agenda - 4:30 PM Regular Session - The School Board of Volusia County, Florida
Category	13. Consent-Operations Services-Purchasing
Subject	13.06 School Safety Officer Agreement Between Volusia County School Board and the City of New Smyrna Beach for Fiscal Years 2023 - 2028
Access	Public
Type	Action (Consent)
Preferred Date	Aug 08, 2023
Absolute Date	Aug 08, 2023
Fiscal Impact	Yes
Dollar Amount	24,442.24
Budgeted	Yes
Budget Source	FEFP Safe Schools Allocation
Recommended Action	The superintendent recommends approval of the School Safety Officer Agreement between Volusia County Schools and the City of New Smyrna Beach for fiscal years 2023 - 2028.

Public Content

BACKGROUND:
The purpose of this Agreement is to comply with legislation (SB 7026 and SB 7030) mandating armed safe-school officers at District schools; to foster better relations between students and law enforcement personnel; to deter crime on or about school premises by the presence of a law enforcement officer; to enforce local, state, and federal laws, and to have a School Safety Officer available for presentations to the students, faculty, and parents concerning law enforcement and various subjects related to the law. The School Safety Officer will, at all times, maintain a highly visible uniformed presence while on duty a school sites.

The City of New Smyrna Beach agrees to provide one (1) full-time School Safety Officer, eight (8) hours per day for when school is in session. Daily hours for the School Safety Officer will primarily be 8:45 am to 4:45 pm for New Smyrna Beach Middle School. The City will make every effort to have a School Safety Officer position filled at the beginning of the 2023-2024 school year and throughout the term of the Agreement: July 1, 2023 - June 30, 2028. The District will pay fifty percent (50%) for the cost of the officer, with the remaining paid by the City.

SUBMITTED BY:
Maria Kraft, Director, Purchasing and Warehousing

8-08-2023 BOARD SRO- City of New Smyrna Beach.pdf (3,224 KB)

Administrative Content

Executive Content

Motion & Voting

The superintendent recommends approval of all items in the consent agenda except items 12.04 Building Replacement: Enterprise Elementary School: approval to request permission from Florida Department of Education (FDOE) to raze all permanent buildings at Enterprise Elementary School and 12.05 Building Replacement: Louise S. McInnis Elementary School: approval to request permission from Florida Department of Education (FDOE) to raze all permanent buildings at Louise S. McInnis Elementary School.

Motion by Carl Persis, second by Ruben Col n.
Final Resolution: Motion Carries
Yea: Carl Persis, Jamie Haynes, Ruben Col n, Anita Burnette, Jessica Thompson

VOLUSIA COUNTY SCHOOL BOARD AND CITY OF NEW SMYRNA BEACH SCHOOL SAFETY OFFICER AGREEMENT

THIS AGREEMENT is made and entered into between the School Board of Volusia County, hereinafter referred to as "**School Board**" and the City of New Smyrna Beach, hereinafter referred to as "**City**".

RECITALS

WHEREAS, the parties are desirous of entering into an Agreement for the performance of law enforcement functions provided by a School Safety Officer (or "Officer" or "Officers") hereinafter described; and

WHEREAS, the City is agreeable to provide personnel to perform the duties and responsibilities of a School Safety Officer; and (e.g. the School Safety Officer Program), as described herein; and

WHEREAS, the School Board is agreeable to compensate the City for School Safety Officer Program costs; and

WHEREAS, the City is agreeable to receive monies from the School Board and to budget such monies to the City Police Department for services rendered to the School Board; and to budget one (1) School Safety Officer to be split funded by the School Board at fifty percent (50%) and the City at fifty percent (50%); and

WHEREAS, the parties have approved the School Safety Officer Program as a viable program and their approval is not construed as a permanent obligation;

WHEREAS, pursuant to §768.28, F.S., neither the School Board nor the City waive any defense of sovereign immunity or increase of the limits of its liability upon entering into this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, the mutual understandings and covenants set forth herein, and other specific considerations, the parties agree as follows:

1. **Term.** The term of this Agreement is from **July 1, 2023 through June 30, 2028,** a total of five (5) years, with one (1) Base Year and four (4) one (1) year renewal options. The Performance Base Year starts on July 1, 2023, and ends June 30, 2024, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

2. **Purpose.** The purpose of this Agreement is to foster better relations between students and law enforcement personnel; to deter crime on or about school premises by the presence of a law enforcement officer; to enforce local, state and federal laws, and to have a School Safety Officer available for presentations to the students, faculty and parents concerning law enforcement and various subjects related to the law. The School Safety Officer shall at all times maintain a highly visible uniformed presence while on duty at school sites.

3. **Termination.** This Agreement may be terminated by either party at any time, with or without cause, upon not less than sixty (60) days written notice delivered by Certified Mail, Return Receipt Requested, or in person to the other party; or, otherwise terminated upon any other manner approved in writing by both parties to this Agreement.

4. **Services.**

(a) The City agrees to provide to the School Board a total of one (1) full-time School Safety Officer, eight (8) hours per day for when school is in session. Daily hours for the School Safety Officer will primarily be 8:45 a.m. to 4:45 p.m. for New Smyrna Beach Middle School. The City will make every effort to have a School Safety Officer position filled at the beginning of the 2023 - 2024 school year and throughout the term of this Agreement.

(b) It is agreed that there are occasions when it is not possible to staff the school with a School Safety Officer. This may be due to medical reasons, extended training assignments or termination resulting in a position vacancy. It is also agreed that, whereupon it is determined that filling a temporary School Safety Officer vacancy is critical to maintaining the safe and orderly environment of the School, a School Safety Officer from New Smyrna Beach, Florida may be reassigned by the City in part or in total to fill the vacancy until a replacement can be found.

(c) It is agreed that there are occasions when it is necessary for the School Safety Officer to work hours in excess of his/her normal duty assignment. It is agreed by the City that inclusive of this Agreement will be a maximum of twenty (20) hours of overtime hours authorized per School Safety Officer during each year of the term of the Agreement. The decision regarding the accumulation of this overtime allocation will be at the discretion of the School Board representative, the principal of the effected school and the City's Police Chief's representative. Advanced approval from the School Board representative will be required for a School Safety Officer to earn overtime. The overtime allocation described

herein shall be applicable and consistent with the School Safety Officer's daily responsibilities and/or for after school activities which by mutual agreement may be outside the scope of the School Safety Officer's daily activities performed at his/her assigned school. Such outside detail activities and any hours in excess of the twenty (20) hours prescribed herein will be billed at the rate of $48.00 per hour for services provided by the School Safety Officer assigned to New Smyrna Beach Middle School and shall be funded one hundred percent (100%) by the school.

(d) The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of the school administrators, unless the violation or misbehavior involves criminal conduct. The School Board encourages the use of Civil Citations for eligible students. The School Board utilizes the Incident Command structure with established Emergency Operations Plans when responding to an all hazards approach to emergency management.

(e) The City shall develop and expand crime prevention efforts for students and shall serve as a liaison between the School and other first responders, investigative units and/or juvenile justice authorities when necessary and consistent with applicable civil rights and privacy laws. The School Safety Officer shall be part of the School Multidiscipline School Safety and Security team and shall assist in School responses to emergency issues to include referring students to professional services both within and outside the School Board.

(f) The School Board will share information on an as needed basis to the School Safety Officer to ensure resolution on open investigations being conducted by the School Safety Officer. All Federal privacy laws, including Family Educational Rights and Privacy laws, HIPAA and FERPA, will be followed.

(g) A School Safety Officer will be assigned to all School Board meetings and/or special sessions as published or requested by the School Board. As such, the rate of $40.00 per hour for services provided by the School Safety Officer shall be funded one hundred percent (100%) by the School Board requesting this service. A separate billing will be sent

(h) The School Safety Officer will follow the City's Police Department's Chain of Command structure or command staff as designated by the City's Chief of Police.

(i) The City agrees to ensure that all School Safety Officer(s) assigned under the terms of this Agreement will be available for, and participate in VCS trainings related to the role of law enforcement on campus and working with students with disabilities. VCS required School Safety Officer trainings applicable to School Safety Officer(s) include: "Understanding Autism: SRO/SRD/Guardians" and "Serving Students with Disabilities". VCS shall provide at its expense all school-based trainings for serving students with disabilities. School Safety Officers shall participate in said school-based trainings before interacting with students on campus, or in extreme circumstances within 30-days of appointment."

5. **Other Considerations.** The City Commission, it's Police Chief, and the School Board recognize that opportunities may materialize whereby it is in the best interest of City and County taxpayers to modify this Agreement for considerations outside the scope of the School Safety Officer Program.

6. **Cooperation.**

(a) It is agreed that the City shall have all reasonable and necessary cooperation and assistance from the School Board, its officers, agents, and employees so as to facilitate the performance of this Agreement.

(b) Although the School Safety Officer has an assigned school site, he/she is subject to temporary relocation on an as-needed basis with the concurrence of the Board Superintendent or his designee, and the City's Police Chief.

7. **Personnel/Equipment.** It is understood that the personnel assigned to perform duties under the terms and conditions of this Agreement is functioning at all times as a member of the City of New Smyrna Beach Police Department and is subject to City's department supervision and regulation in addition to employment regulations governed by the Volusia County Merit System of Rules and Regulations. In addition, all equipment purchased and utilized by the City in performance of this Agreement is and shall remain the property of City of New Smyrna Beach unless otherwise specified within this Agreement. The School Board shall provide the School Safety Officer with office space to include a desk, phone, computer, and two-way radio utilized by the on-site safety and security team members. Access to

programs utilized by the School Board shall be provided to ensure the sharing of critical information and comply with all laws, rules, and regulations to include HIPAA and FERPA.

8. **Campus Activities.** It is recognized that during the course of the school year, the School Safety Officer may be required to attend meetings and training that support his/her professional certification and/or the School Safety Officer Program. Where possible, training will take place when school is not in session. A School Safety Officer may not elect to participate in additional training activities or other non-mandatory events that take them away from the campus without the approval of the school principal and City's Police Chief's representative. In these cases, the time away from the school will be deducted from the monthly billing.

9. **Compensations and Payment.** The School Board hereby agrees to compensate the City at a rate of fifty percent (50%) for all services provided herein at the established rate of $33.76 per billable hour for the School Safety Officer primarily at New Smyrna Beach Middle School, as identified by the City. The total Agreement price for the Base Year (the Performance base Period) shall be $24,442.24 numerated as follows:

School Safety Officer	
Hourly Rate:	$33.76
Billable Hours:	1,448
One (1) SSO at 8 hours, 181 days	$24,442.24 (50% of $48,884.48)
Total Agreement Price	**$24,442.24**

All payments from the School Board to the City provided herein, for the Base Year, and each renewal option year thereafter shall be subject to adjustment, upon written agreement by the parties, dependent upon changes to City's expenses to provide the services herein.

(j) Payment shall be made in ten (10) monthly payments by the School Board upon receipt of the City billing invoice.

(k) The monthly rate shall be **$2,444.22** for the term of this Agreement. Upon the completion of the Agreement year, the City shall reconcile actual costs and remit to the School Board

any monies due (i.e. vacancies,) or request an Agreement modification to increase compensation if final costs exceed the amount budgeted. Monthly City employee time records will be submitted to the School Board Representative for payment processing. If the School Safety Officer is absent, the monthly billing will reflect the absence and the monthly billing will reflect a deduction of the hours not worked prior to the billing being sent to the School Board Representative for payment.

10. **Management Reports.** Any reports required under this Agreement shall be discussed and mutually agreed upon by both parties prior to implementation.

11. **Reporting Crimes and Delinquent Acts.** The School Board and the City shall adhere to §1006.12 F.S. titled, Safe-school officers at each public school, and §1006.13 F.S. titled, Policy of zero tolerance for crime and victimization. Accordingly, it is agreed by the parties that school personnel will report to the School Safety Officer all delinquent acts and crimes occurring whenever students are under the jurisdiction of the school. Where a School Safety Officer is not present or available, a report shall be provided to the appropriate law enforcement agency and a copy of such report shall be provided to the School Safety Officer.

12. **Entire Agreement.**

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties, relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provision of the Agreement shall be valid only when expressed in writing and duly signed by the parties.

13. **Notices.** Whenever any party desires to give notice unto the other, notice may be sent to:

For the School Board
School Board of Volusia County
Office of the Superintendent
Post Office Box 2118
DeLand, FL 32721-2118

With Copy To
The General Counsel
School Board of Volusia
County Post Office Box 2118
DeLand, FL 32721-2118

For the City of New Smyrna Beach	**With Copy To**
The City Manager	The Police Chief
210 Sams Avenue New	246 Industrial Park Avenue
Smyrna Beach, FL	New Smyrna Beach, FL
32168	32168

Any of the parties may change by written notice the addresses or persons for receipt of notice.

14. **Appropriation Contingency**. Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. If at any time funds are not appropriated for the services provided or to be provided under this Agreement, this Agreement shall be caused to automatically terminate as of the first day following the last month so funded.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have made and executed this instrument in three (3) counterparts for the purpose herein expressed on the dates indicated below.

ATTEST:

By: _____
Name: Dr. Carmen Balgobin
Title: Superintendent
Date: 8.8.2023

SCHOOL BOARD OF VOLUSIA COUNTY

By: _____
Name: Ms. Jamie Haynes
Title: Chairman
Date: 8.8.2023

ATTEST:

By: _____
Name: Kelly McQuillen
Title: City Clerk
Date: July 26, 2023

CITY OF NEW SMYRNA BEACH

By: _____
Name: Khalid Resheidat
Title: City Manager
Date: July 26, 2023

By: _____
Name: Eric Feldman
Title: Police Chief
Date: 7/26/23

CONTRACT AGREEMENT				
NAME OF AGREEMENT	**EST. ANNUAL EXPENDITURE**	**CONTRACT PERIOD**	**AWARDED VENDOR(S)**	**ADDITIONAL INFORMATION**
School Safety Officer Agreement Between Volusia County School Board and the City of New Smyrna Beach	24,442.24	07/01/2023 - 06/30/2028	CITY OF NEW SMYRNA BEACH	The proposed contract renewal will be utilized for the School Safety Officer in the District to foster better relations between students and law enforcement personnel. In addition, this contract will provide as a means to deter crime, provide safety and security to students, faculty, and parents on or about school premises by the presence of a Law Enforcement Officer.

The School Board of Volusia County, Florida
200 N. Clara Avenue, DeLand, FL 32720

Agenda Item Details

Meeting	Jun 24, 2025 - Agenda - 4:30 PM Regular Session - The School Board of Volusia County, Florida
Category	13. Consent-Financial Services-Procurement
Subject	~~13.13~~ 13.12 Contract Renewal of SRO Agreement with the City of New Smyrna Beach for New Smyrna Beach Middle School FY 2025 - 2026
Access	Public
Type	Action (Consent)
Preferred Date	Jun 24, 2025
Absolute Date	Jun 24, 2025
Fiscal Impact	Yes
Dollar Amount	38,835.36
Budgeted	Yes
Budget Source	General Fund: Safe Schools Allocation - Project 10860
Recommended Action	The superintendent recommends approval of renewal School Resource Officer agreement between the School Board of Volusia County and the City of New Smyrna Beach for New Smyrna Beach Middle School for fiscal year 2025 - 2026.

Public Content

BACKGROUND:
Requesting approval to renew the School Resource Officer Agreement with the City of New Smyrna Beach - High School for one (1) School Resource Officer (SRO) to provide services totaling 1,448 billable hours for 181 days during FY 2025 - 2026. The second year of the five (5) year term has been completed, and both parties have mutually agreed to renew the Agreement for an additional one (1) year term, leaving two (2) remaining renewal options. There are no changes to the Agreement, and all terms and conditions as approved on June 25, 2024, shall remain in full force and effect. Except as expressly stated herein, the original Agreement shall continue unchanged and binding upon the parties.

TERM:
July 01, 2025 through June 30, 2026 (Year 3 of 5, with two (2) renewal periods remaining).

SUPPLIER:
City of New Smyrna Beach - Middle School (New Smyrna Police Department)

REQUESTED BY:
Mr. John Cash, Chief of Staff

SUBMITTED BY:
Ms. Enid Kunce, Director of Procurement

6-24-2025 Board SRO Renewal NSB-MS.pdf (15,757 KB)

Administrative Content

Executive Content

NEW SMYRNA BEACH – MIDDLE SCHOOL
SRO CONTRACT RENEWAL

This Agreement is made this 20th day of June 2025, between the **CITY OF NEW SMYRNA BEACH**, a Florida municipal corporation with a mailing address of 210 Sams Avenue, New Smyrna Beach, Florida 32168 (hereinafter the "City") and the **SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA** with a mailing address of Post Office Box 2118, DeLand, Florida 32721- 2118 (hereinafter the "School Board").

WHEREAS, the City and the School Board entered into that certain SCHOOL RESOURCE OFFICER AGREEMENT (FY 2023-2028), executed by both parties on August 23, 2023; and Amended on July 15, 2024 (hereinafter the "SRO Contract"); and

WHEREAS, Section 1 of the SRO Contract stated the term would be one (1) base year with four (4), one (1) year renewal options, upon mutual agreement; and

WHEREAS, the City and the School Board desire to renew the SRO Contract for one (1) additional year (FY 2025-2026), with all other provisions of the SRO Agreement remaining unchanged;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. **Section 1, Term** of Agreement shall be amended to: The term of this Agreement is five (5) years with one (1) base year and four (4), one (1) year renewal options starting on July 1, 2023, and ending June 30, 2028, for a total of five (5) years. The second year of the five (5) year term has been completed, and the parties have agreed to renew the contract for one (1) year which leaves two (2) additional renewal options remaining. Automatic renewals are not part of this Agreement, and any renewal must be mutually agreed upon by both parties in writing.

2. Except as herein expressly modified, the Agreement for SRO Contract approved August 23, 2023; and Amended on July 15, 2024 shall otherwise remain in full force and effect, subject to all terms and conditions therein.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have made and executed this instrument in three counterparts for the purpose herein expressed on the dates indicated below.

ATTEST:

By: Sharon Taylor-Harding
Name: Ms. Sharon Taylor - Harding
Title: Interim City Clerk
Date: May 20, 2025

THE CITY OF NEW SYMRNA BEACH

By:
Name: Mr. Kevin Cowper
Title: City Manager
Date: May 20, 2025

By:
Name: Mr. Christopher Kirk
Title: Interim Police Chief
Date: 05 2025

Approved as to form and sufficiency

By: Carrie Avallone
Name: Ms. Carrie Avallone
Title: City Attorney
Date: 5/20/2025

ATTEST:

By:
Name: Dr. Carmen Balgobin
Title: Superintendent of Schools
Date: 6.24.2025

SCHOOL BOARD OF VOLUSIA COUNTY

By: Jamie M. Haynes
Name: Ms. Jamie Haynes
Title: School Board Chair
Date: 6.24.2025

Reviewed for legal sufficiency for reliance only by the District

By:
Name: Gilbert Evans, J.D., Ph. D.
Title: General Counsel
Date: 5/23/25

VOLUSIA COUNTY SCHOOLS

The School Board of Volusia County, Florida
200 N. Clara Avenue, DeLand, FL 32720

Agenda Item Details

Meeting	Jun 24, 2025 - Agenda - 4:30 PM Regular Session - The School Board of Volusia County, Florida
Category	13. Consent-Financial Services-Procurement
Subject	13.11 ~~13.13~~ Contract Renewal of SRO Agreement with the City of New Smyrna Beach for New Smyrna Beach High School FY 2025 - 2026
Access	Public
Type	Action (Consent)
Preferred Date	Jun 24, 2025
Absolute Date	Jun 24, 2025
Fiscal Impact	Yes
Dollar Amount	38,835.36
Budgeted	Yes
Budget Source	General Fund: Safe Schools Allocation - Project 10860
Recommended Action	The superintendent recommends approval of renewal School Resource Officer Agreement with the City of New Smyrna Beach for New Smyrna Beach High School FY 2025 - 2026.

Public Content

BACKGROUND:
Requesting approval to renew the School Resource Officer Agreement with the City of New Smyrna Beach for New Smyrna Beach High School's School Resource Officer (SRO) to provide services totaling 1,448 billable hours at $53.64/hour for 181 days during FY 2025 -2026. There are no changes to the Agreement, and all terms and conditions as approved at the June 25, 2024 board meeting shall remain in full force and effect. The district will continue to pay 50% of the cost for one (1) officer, with the remaining 50% paid by the City of New Smyrna Beach.

TERM:
July 01, 2025 through June 30, 2026 (Year 2 of 4, with two (2) renewal periods remaining).

SUPPLIER:
City of New Smyrna Beach (New Smyrna Police Department)

REQUESTED BY:
Mr. John Cash, Chief of Staff

SUBMITTED BY:
Ms. Enid Kunce, Director of Procurement

6-24-2025 Renewal to SRO Contract NSB-HS 2025-2026.pdf (10,453 KB)

Administrative Content

NEW SMYRNA BEACH – HIGH SCHOOL
SRO CONTRACT RENEWAL

This Agreement is made this 20th day of June 2025, between the **CITY OF NEW SMYRNA BEACH**, a Florida municipal corporation with a mailing address of 210 Sams Avenue, New Smyrna Beach, Florida 32168 (hereinafter the "City") and the **SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA** with a mailing address of Post Office Box 2118, DeLand, Florida 32721- 2118 (hereinafter the "School Board").

WHEREAS, the City and the School Board entered into that certain SCHOOL RESOURCE OFFICER AGREEMENT (FY 2024-2028), executed by both parties on June 25, 2024 (hereinafter the "SRO Contract"); and

WHEREAS, Section 1 of the SRO Contract stated the term would be one (1) base year with three (3), one (1) year renewal options, upon mutual agreement; and

WHEREAS, the City and the School Board desire to renew the SRO Contract for one (1) additional year (FY 2025-2026), with all other provisions of the SRO Agreement remaining unchanged;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. **Section 1, Term** of Agreement shall be amended to: The term of this Agreement is four (4) years with one (1) base year and three (3), one (1) year renewal options starting on July 1, 2024, and ending June 30, 2028, for a total of four (4) years. The first year of the four (4) year term has been completed, and the parties have agreed to renew the contract for one (1) year which leaves two (2) additional renewal options remaining. Automatic renewals are not part of this Agreement, and any renewal must be mutually agreed upon by both parties in writing,

2. Except as herein expressly modified, the Agreement for SRO Contract approved June 25, 2024, shall otherwise remain in full force and effect, subject to all terms and conditions therein.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have made and executed this instrument in three counterparts for the purpose herein expressed on the dates indicated below.

ATTEST:

By: Sharon Taylor-Harding
Name: Ms. Sharon Taylor - Harding
Title: Interim City Clerk
Date: May 29 2025

THE CITY OF NEW SYMRNA BEACH

By:
Name: Mr. Kevin Cowper
Title: City Manager
Date: May 20, 2025

By:
Name: Mr. Christopher Kirk
Title: Interim Police Chief
Date: 05 20 25

Approved as to form and sufficiency

By: Carrie Avallone
Name: Ms. Carrie Avallone
Title: City Attorney
Date: 5/20/2025

ATTEST:

By:
Name: Dr. Carmen Balgobin
Title: Superintendent of Schools
Date: 6.24.2025

SCHOOL BOARD OF VOLUSIA COUNTY

By: Jamie M. Haynes
Name: Ms. Jamie Haynes
Title: School Board Chair
Date: 6.24.2025

Reviewed for legal sufficiency for reliance only by the District

By:
Name: Gilbert Evans, J.D., Ph. D.
Title: General Counsel
Date: 5/22/25

VOLUSIA COUNTY SCHOOL BOARD & CITY OF NEW SMYRNA BEACH – HIGH SCHOOL

SCHOOL RESOURCE OFFICER (SRO) CONTRACT RENEWAL

This Agreement is made this _____day of _____2026, between the **CITY OF NEW SMYRNA BEACH**, a Florida municipal corporation with a mailing address of 210 Sams Avenue, New Smyrna Beach, Florida 32168 (hereinafter the "City") and the **SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA** with a mailing address of Post Office Box 2118, DeLand, Florida 32721- 2118 (hereinafter the "School Board").

WHEREAS, the City and the School Board entered into that certain SCHOOL RESOURCE OFFICER AGREEMENT (2024-2028), executed by both parties on June 25, 2024 (hereinafter the "SRO Contract"); and

WHEREAS, Section 1 of the SRO Contract stated the term would be a total of four (4) years with one (1) base year with three (3), one (1) year renewal options, upon mutual agreement; and

WHEREAS, the City and the School Board desire to renew the SRO Contract for one (1) additional year (2026-2027), with all other provisions of the SRO Agreement remaining unchanged;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. **Section 1, Term** of Agreement shall be amended to: The term of this Agreement is four (4) years with one (1) base year and three (3), one (1) year renewal options starting on July 1, 2024, and ending June 30, 2028, for a total of four (4) years. The second year of the four (4) year term has been completed, and the parties have agreed to renew the contract for one (1) year, 2026-2027, which leaves one (1) additional renewal option remaining. Automatic renewals are not part of this Agreement, and any renewal must be mutually agreed upon by both parties in writing.

2. Except as herein modified, the Agreement for SRO Contract approved on June 25, 2024, shall otherwise remain unchanged and subject to the terms and conditions of the original Agreement.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have made and executed this instrument in three counterparts for the purpose herein expressed on the dates indicated below.

ATTEST:

By:_____
Name: Sharon Taylor - Harding
Title: Interim City Clerk
Date: _____

THE CITY OF NEW SYMRNA BEACH

By:_____
Name: Kevin Cowper
Title: City Manager
Date:_____

By: _____
Name: Christopher Kirk
Title: Police Chief
Date:_____

Approved as to form and sufficiency

By: _____
Name: Carrie Avallone
Title: City Attorney
Date: _____

ATTEST:

By: _____
Name: Carmen Balgobin
Title: Superintendent
Date: _____

SCHOOL BOARD OF VOLUSIA COUNTY

By: _____
Name: Ruben Colón
Title: School Board Chair
Date: _____

Reviewed for legal sufficiency for reliance only by the District

By: _____
Name: Gilbert Evans, J.D., Ph. D.
Title: General Counsel
Date: _____

NEW SMYRNA BEACH – MIDDLE SCHOOL RESOURCE OFFICER (SRO) RENEWAL

This Agreement is made this _____day of _____2026, between the **CITY OF NEW SMYRNA BEACH**, a Florida municipal corporation with a mailing address of 210 Sams Avenue, New Smyrna Beach, Florida 32168 (hereinafter the "City") and the **SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA** with a mailing address of Post Office Box 2118, DeLand, Florida 32721- 2118 (hereinafter the "School Board").

WHEREAS, the City and the School Board entered into that certain SCHOOL RESOURCE OFFICER AGREEMENT (2023-2028), executed by both parties on August 23, 2023; and amended on July 15, 2024, (hereinafter the "SRO Contract"); and

WHEREAS, Section 1 of the SRO Contract stated the term would be one (1) base year with four (4), one (1) year renewal options, upon mutual agreement; and

WHEREAS, the City and the School Board desire to renew the SRO Contract for one (1) additional year (2026-2027), with all other provisions of the SRO Agreement remaining unchanged;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. **Section 1, Term** of Agreement shall be amended to: The term of this Agreement is five (5) years with one (1) base year and four (4), one (1) year renewal options starting on July 1, 2023, and ending June 30, 2028, for a total of five (5) years. The third year of the five (5) year term has been completed, and the parties have agreed to renew the contract for one (1) year, 2026-2027, which leaves one (1) additional renewal option remaining. Automatic renewals are not part of this Agreement, and any renewal must be mutually agreed upon by both parties in writing.

2. Except as herein expressly modified, the Agreement for SRO Contract approved on August 23, 2023, and amended on July 15, 2024, shall otherwise remain unchanged and subject to the terms and conditions of the original agreement.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have made and executed this instrument in three counterparts for the purpose herein expressed on the dates indicated below.

ATTEST:

By:_____
Name: Sharon Taylor - Harding
Title: Interim City Clerk
Date: _____

THE CITY OF NEW SYMRNA BEACH

By:_____
Name: Kevin Cowper
Title: City Manager
Date:_____

By: _____
Name: Christopher Kirk
Title: Police Chief
Date:_____

Approved as to form and sufficiency

By: _____
Name: Carrie Avallone
Title: City Attorney
Date: _____

ATTEST:

By: _____
Name: Carmen Balgobin
Title: Superintendent of Schools
Date: _____

SCHOOL BOARD OF VOLUSIA COUNTY

By: _____
Name: Ruben Colón
Title: School Board Chair
Date: _____

Reviewed for legal sufficiency for reliance only by the District

By: _____
Name: Gilbert Evans, J.D., Ph. D.
Title: General Counsel
Date: _____

Volusia County Schools

Memo

To: City of New Smyrna Beach

Captain Reve

From: Sharon Hovis

cc:

Date: 6-27-2024

Re: Contracts HIGH SCHOOL

Hello Captain Reve,

Attached is the SRO contract with Volusia County Schools. Please mail the attached contract back to me and keep the loose copy for your agency.

Thank you,

Sharon Hovis

Mail this attached contract to:

Volusia County Schools
200 North Clara Avenue
Attn: Sharon Hovis
Deland, FL 32720

CONTRACT AGREEMENT				
NAME OF AGREEMENT	**EST. ANNUAL EXPENDITURE**	**CONTRACT PERIOD**	**AWARDED VENDOR(S)**	**ADDITIONAL INFORMATION**
Volusia County School Board and City of New Smyrna Beach High School Resource Agreement	$38,835.36	07/01/2024-06/30/2025	CITY OF NEW SMYRNA BEACH	The proposed contract will be utilized for the School Resource Officer in the District for FY 2024 - 2025 to foster better relations between students and law enforcement personnel. In addition, this contract will provide as a means to deter crime, provide safety and security to students, faculty, and parents on or about school premises by the presence of a Law Enforcement Officer. This is the base year performance period of the four (4)-year contract term.

VOLUSIA COUNTY SCHOOL BOARD & CITY OF NEW SMYRNA BEACH
HIGH SCHOOL
SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into on this 15th day of July 2024, between the School Board of Volusia County, hereinafter referred to as "**School Board**" and the City of New Smyrna Beach, hereinafter referred to as "**City.**"

RECITALS

WHEREAS, the City and the School Board are desirous of entering into an Agreement hereinafter the ("SRO High School Contract") for the performance of law enforcement functions provided by a School Resource Officer; (or "Officer" or "Officers") hereinafter described; and

WHEREAS, the City is agreeable to provide personnel to perform the duties and responsibilities of a School Resource Officer; and (e.g. the School Resource Officer Program), as described herein; and

WHEREAS, the parties want to enter into the Agreement for the performance of law enforcement functions at New Smyrna Beach High School provided by a School Resource Officer hereinafter described; and

WHEREAS, the City is agreeable to provide personnel to perform the duties and responsibilities of a School Resource Officer, as described herein; and

WHEREAS, the School Board agrees to compensate the City for School Resource Officer (SRO) Program costs; and

WHEREAS, the City agrees to receive monies from the School Board and to budget such monies to the City Police Department for services rendered to the School Board; and to budget one (1) School Resource Officer to be jointly funded by the School Board at fifty percent (50%) and the City at fifty percent (50%); and

WHEREAS, the parties have approved the School Resource Officer Program as a viable program and their approval is not construed as a permanent obligation; and

WHEREAS, Florida Statute Sections 1002.22(2) and 1002.221, provide that education records created, maintained or used by public educational institutions and agencies shall be protected in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and the implementing regulations issues pursuant thereto, and § 1002.221 permits a public school, center, institution, or other entity that is part of Florida's education system to release a student's education records without written consent of the student or parent to parties to an interagency agreement; and

WHEREAS, the Uninterrupted Scholars Act (USA), 20 USC 1221, amending FERPA,

permits access to a student's records by an agency caseworker or other representative of a child, who has the right to access a student's case plan, when such agency is legally responsible in accordance with state law for the care and protection of the student, provided that the student records or information will not be disclosed by such agency except to address the student's education needs in accordance with the law; and

WHEREAS, Title 34 CFR §99.31(a)(5)(i)(B) and §99.38(a) and (b) permit an educational agency or institution to disclose personally identifiable information from an education record of a student without written consent of the parent or eligible student if the disclosure is to state and local officials or authorities to whom this information is specifically allowed to be reported or disclosed pursuant to a state statute adopted after November 19, 1974, and concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released; and

WHEREAS, Florida Statute §985.04(1) requires the sheriff, chiefs of police and district school superintendent in each county to enter into an interagency agreement for the purpose of sharing information about juvenile offenders among all parties, to specify the conditions under which summary criminal history information is to be made available to appropriate school personnel, to specify the conditions under which school records are to be made available to appropriate departmental personnel, and to provide for notification to any classroom teacher of assignment to the teacher's classroom of a juvenile who has been placed in a probation or commitment program for a felony offense; and

WHEREAS, Florida Statute §1003.53(6) addresses the exchange of information and/or coordination of services between school districts, and with social service, law enforcement, prosecutorial and juvenile justice agencies and juvenile assessment centers in the school district; and

WHEREAS, Florida Statute §1006.13 (4)(a), (b) and (c), Florida Statutes, requires each district school board to enter into agreements with the county sheriff's office and local police departments specifying guidelines for ensuring that acts that pose a serious threat to school Resource, whether committed by a student or adult, are reported to a law enforcement agency, and addressing the role of school Resource officers, if applicable, in handling reported incidents, circumstances in which school officials may handle incidents without filing a report with a law enforcement agency, and a procedure for ensuring that school personnel properly report appropriate delinquent acts and crimes; while creating zero tolerance policies that do not require the reporting of petty acts of misconduct and misdemeanors to law enforcement agencies; and

WHEREAS, pursuant to §768.28, Florida Statutes, neither the School Board nor the City waive any defense of sovereign immunity or increase of the limits of its liability upon entering into this Agreement; and

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, the mutual understandings and covenants set forth herein, and other specific considerations, the parties agree as follows:

1. **Term.** The term of this Agreement is from **July 1, 2024 through June 30, 2028,** a total of four years, with one base year and three one-year renewal options. The Performance Base

Year starts on July 1, 2024, and ends June 30, 2025, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

2. **Purpose.** The purpose of this Agreement is to foster better relations between students and law enforcement personnel, to deter crime on or about school premises by the presence of a law enforcement officer, to enforce local, state and federal laws, and to have a School Resource Officer available for presentations to the students, faculty and parents concerning law enforcement and various subjects related to the law. The School Resource Officer shall, at all times, maintain a highly visible uniformed presence while on duty at school sites.

3. **Termination.** This Agreement may be terminated by either party at any time, with or without cause, upon not less than sixty (60) days written notice delivered by Certified Mail, Return Receipt Requested, or in person to the other party; or, otherwise terminated upon any other manner approved in writing by both parties to this Agreement.

4. **Services.**

(a) The City agrees to provide to the School Board a total of one full-time School Resource Officer, eight hours per day for 181 school contract days, excluding summer school for the compensation described in Paragraph 9 herein. Daily hours for the School Resource Officer will primarily be 8:00 a.m. to 4:00 p.m. for New Smyrna Beach High School. The City will make every effort to have a School Resource Officer position filled at the beginning of each school year and throughout the term of this Agreement.

(b) It is agreed that there are occasions when it is not possible to staff the school with a School Resource Officer. This may be due to medical reasons, extended training assignments or termination resulting in a position vacancy. It is also agreed that, whereupon it is determined that filling a temporary School Resource Officer vacancy is critical to maintaining the safe and orderly environment of the School, a School Resource Officer from New Smyrna Beach, Florida may be reassigned by the City in part or in total to fill the vacancy until a replacement can be found.

(c) It is agreed that there are occasions when it is necessary for the School Resource Officer to work hours in excess of his/her normal duty assignment. It is agreed by the City that inclusive of this Agreement will be a maximum of twenty (20) hours of overtime hours authorized per School Resource Officer during each year of the term of the Agreement. The decision regarding the accumulation of this overtime allocation will be at

the discretion of the School Board representative, the principal of the effected school and the City's Police Chief's representative. Advanced approval from the School Board representative will be required for a School Resource Officer to earn overtime. The overtime allocation described herein shall be applicable and consistent with the School Resource Officer's daily responsibilities and/or for after school activities which by mutual agreement may be outside the scope of the School Resource Officer's daily activities performed at his/her assigned school. Such outside detail activities and any hours in excess of the twenty (20) hours prescribed herein will be billed at the rate of $55.00 per hour for services provided by the School Resource Officer assigned to New Smyrna Beach High School and shall be funded one hundred percent (100%) by the school.

(d) The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of the school administrators, unless the violation or misbehavior involves criminal conduct. The School Board encourages the use of Civil Citations for eligible students. The School Board utilizes the Incident Command structure with established Emergency Operations Plans when responding to an all-hazards approach to emergency management.

(e) The City shall develop and expand crime prevention efforts for students and shall serve as a liaison between the School and other first responders, investigative units and/or juvenile justice authorities when necessary and consistent with applicable civil rights and privacy laws. The School Resource Officer shall be part of the School Multidiscipline School Resource and Security team and shall assist in School responses to emergency issues to include referring students to professional services both within and outside the School Board.

(f) The School Board will share information on an as needed basis to the School Resource Officer to ensure resolution on open investigations being conducted by the School Resource Officer. All Federal privacy laws, including Family Educational Rights and Privacy laws, HIPAA and FERPA, will be followed.

(g) The School Resource Officer will follow the City's Police Department's Chain of Command structure or command staff as designated by the City's Chief of Police.

(h) The City agrees to ensure that all School Resource Officer(s) assigned under the terms of this Agreement will be available for, and participate in, VCS trainings related

to the role of law enforcement on campus and working with students with disabilities. VCS required School Resource Officer trainings applicable to School Resource Officer(s) include: "Understanding Autism: SRO/SRD/Guardians" and "Serving Students with Disabilities: SRO/SRD/Guardians" and "Threat Management Training: SROs/SRDs". VCS shall provide as its expense all school-based trainings for serving students with disabilities. School Resource Officers shall participate in said school-based trainings before interacting with students on campus, or in extreme circumstances within 30-days of appointment."

5. **Other Considerations.** The City Commission, its Police Chief, and the School Board recognize that opportunities may materialize whereby it is in the best interest of City and County taxpayers to modify this Agreement for considerations outside the scope of the School Resource Officer Program.

6. **Cooperation.**

(a) It is agreed that the City shall have all reasonable and necessary cooperation and assistance from the School Board, its officers, agents, and employees so as to facilitate the performance of this Agreement.

(b) Although the School Resource Officer has an assigned school site, he/she is subject to temporary relocation on an as-needed basis with the concurrence of the Board Superintendent or his designee, and the City's Police Chief.

7. **Personnel/Equipment.** It is understood that the personnel assigned to perform duties under the terms and conditions of this Agreement is functioning at all times as a member of the City of New Smyrna Beach Police Department and is subject to City's department supervision and regulation in addition to employment regulations governed by the Volusia County Merit System of Rules and Regulations. In addition, all equipment purchased and utilized by the City in performance of this Agreement is and shall remain the property of City of New Smyrna Beach unless otherwise specified within this Agreement. The School Board shall provide the School Resource Officer with office space to include a desk, phone, computer, and two-way radio utilized by the on-site Resource and security team members. Access to programs utilized by the School Board shall be provided to ensure the sharing of critical information and comply with all laws, rules, and regulations to include HIPAA and FERPA.

8. **Off Campus Activities.** It is recognized that during the course of the school year, the School Resource Officer may be required to attend meetings and training that support his/her

professional certification and/or the School Resource Officer Program. Where possible, training will take place when school is not in session. A School Resource Officer may not elect to participate in additional training activities or other non-mandatory events that take them away from the campus without the approval of the school principal and City's Police Chief's representative. In these cases, the time away from the school will be deducted from the monthly billing.

9. **Compensations and Payment.** As of July 1, 2024, the School Board hereby agrees to compensate the City at a rate of fifty percent (50%) for all services provided herein at the established rate of $53.64 per billable hour for the School Resource Officer primarily at New Smyrna Beach High School, as identified by the City. The School Board's total cost for the base year shall be $38,835.36 numerated as follows:

School Resource Officer	
Hourly Rate:	$53.64
Billable Hours:	1,448
One SSO at 8 hours, 181 days	$38,835.36 (50% of 77,670.72)
Total Agreement Price	**$38,835.36**

For the first renewal option beginning July 1, 2025, the parties agree that the hourly rate shall be increased to $54.95 per hour. All payments from the School Board to the City provided herein, for the second renewal option and beyond shall be subject to adjustment, upon written agreement by the parties, dependent upon changes to City's expenses to provide the services herein. Additional payment terms include:

(a) Payment shall be made in ten (10) monthly payments by the School Board upon receipt of the City billing invoice.

(b) Upon the completion of the Agreement year, the City shall reconcile actual costs and remit to the School Board any monies due (i.e. vacancies,) or request an Agreement modification to increase compensation if final costs exceed the amount budgeted. Monthly City employee time records will be submitted to the School Board Representative for payment processing. If the School Resource Officer is absent, the monthly billing will reflect the absence and the monthly billing will reflect a deduction of the hours not worked prior to the billing being sent to the School Board Representative for payment.

10. **Management Reports.** Any reports required under this Agreement shall be discussed

and mutually agreed upon by both parties prior to implementation. The City of New Smyrna Beach shall be responsible for maintaining records related to training in accordance with HB 1473.

11. **Reporting Crimes and Delinquent Acts.** The School Board and the City shall adhere to §1006.12 F.S. titled, School Resource officer and School Resource Officers, and §1006.13 F.S. titled, Policy of Zero Tolerance for Crime and Victimization. Accordingly, it is agreed by the parties that school personnel will report to the School Resource Officer all delinquent acts and crimes occurring whenever students are under the jurisdiction of the school. Where a School Resource Officer is not present or available, a report shall be provided to the appropriate law enforcement agency and a copy of such report shall be provided to the School Resource Officer.

12. **Safeguarding The Confidentiality of Shared Student Records.** The parties acknowledge that Sections 1002.022, 1002.221 and 1002.222, Fla. Stat. and the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The parties further acknowledge that the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") (H1PAA and HITECH Act are collectively referred to herein as "HIPAA") protect the privacy of students' individually identifiable health information ("PHI") and may be applicable to student records in certain circumstances. The student personally identifiable information ("PII") may be disclosed only in compliance with FERPA as it applies to the Parties and PHI may be disclosed only in compliance with HIPAA, where required by law. Pursuant to FERPA, the information provided by VCS shall be limited to that which is necessary to effectively serve the student.

Each party participating in this Agreement agrees to:

(a) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement, or required by law, or when the parent of a student provides prior written consent for its release. All shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.

(b) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect the student information in

accordance with FERPA's privacy requirements and the students' PHI in accordance with HIPAA's privacy requirements.

(c) Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Interagency Agreement.

(d) To use the shared information to facilitate the collection and analysis of the data in order to track shared clients, better coordinate individual care, and address barriers and needs across systems to better serve the student. Specifically, by sharing data the parties can identify barriers, leverage existing resources, and coordinate overall care to better serve the student.

(e) Ensure that all employees, appointees or agents of any party who are granted access to shared student records will have successfully completed (1) background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards; and (2) A FERPA training webinar, which is available at the U.S. Department of Education, Privacy Technical Assistance Center website: http://www2.ed.gov/policy/gen/guid/ptac/index.html, http://ptac.ed.gov/ including, http://www2.ed.gov/policy/gen/guid/ptac/pdf/slides.pdf or any other requirements.

(f) Each party agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law. A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement without advance notice.

This Section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such student records are returned to VCS or disposed of in compliance with HIPAA and the applicable Florida Statutes.

13. **Indemnification.** Subject to the limitations contained in Fla. Stat. § 768.28, each party agrees to be responsible, to the extent permitted by law, for its own acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing contained herein shall be construed to extend liability to the other party for any incidental, consequential, special, exemplary, or punitive damages, however caused under any theory of liability, whether in contract, strict liability, or tort including negligence or otherwise for any matter arising from or relating to the Agreement or the service terms provided herein. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this

Agreement is barred by any applicable statute of limitations.

14. **Notice of Arrests and Citations.**

A. Arrest or Citation of Students or School Employees on School Grounds During Hours of School Operation

When a student or school employee is arrested or receives a citation on school grounds during the time of normal school operation, notification of the arrest or citation will be provided to the building principal or designee on a confidential basis.

B. Arrest or Citation on Non-Students on School Grounds

When a person other than an enrolled student or school employee is arrested or receives a citation on school property, the building principal or designee will be advised of the circumstances of the offense and the identity of the offender.

C. Arrests or Citations of Students or School Employees off School Grounds During School Operation

Where a student or school employee is arrested off of school property during times of normal school operation or under circumstances which would lead the arresting or citing officer to believe that the person arrested is a student or a school employee, and that a school official is responsible for the care or custody of the student at the time of the incident or that the school employee is on duty, the officer shall, as soon as is practicable, provide notification of the incident to the building principal or designee of the school to which the student is enrolled or the school employee is employed.

D. Confidentiality of Information Provided to Building Principal

In all instances of building principal notifications described in the Sections above, the principal or designee shall not disseminate the information received from the arresting or citing officer.

15. **General Conditions.**

A. No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability subject to the limited waiver as codified in Section 768.28, Florida Statutes. This section

shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

B. **Statement of Non-Discrimination.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

C. **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, School Board policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

D. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal matters arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventh Judicial Circuit of Volusia County, Florida.

E **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

F. **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement.

G. **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way, define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

H. **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of

competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

I. **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

J. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

K. **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

16. **Entire Agreement.**

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties, relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provision of the Agreement shall be valid only when expressed in writing and duly signed by the parties.

17. **Notices.** Whenever any party desires to give notice unto the other, notice may be sent to:

For the School Board	**With Copy To**
School Board of Volusia County	The General Counsel
Office of the Superintendent	School Board of Volusia
Post Office Box 2118	County Post Office Box 2118
DeLand, FL 32721-2118	DeLand, FL 32721-2118
For the City of New Smyrna Beach	**With Copy To**
The City Manager	The Police Chief
210 Sams Avenue	246 Industrial Park Avenue
New Smyrna Beach,	New Smyrna Beach, FL
FL 32168	32168

Any of the parties may change by written notice the addresses or persons for receipt of notice.

18. **Appropriation Contingency**. Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. If at any time funds are not appropriated for the services provided or to be provided under this Agreement, this Agreement shall be caused to automatically terminate as of the first day following the last month so funded.

19. **Agreements With Other Agencies:** If the School Board executes an Agreement between the School Board and another municipality within the school district for the provision of the same or substantially the same services, terms and conditions provided in this Agreement and that Agreement provides more favorable cost share split than that which is set forth in paragraph 9 (a) above, the School Board shall increase the City's percentage split so as to be equal to that which is provided to the other municipality.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have made and executed this instrument in three counterparts for the purpose herein expressed on the dates indicated below.

ATTEST:

By: _____
Name: Ms. Kelly McQuillen
Title: City Clerk
Date: 7/15/2024

THE CITY OF NEW SYMRNA BEACH

By: _____
Name: Mr. Khalid Resheidat
Title: City Manager
Date: 7/11/2024

By: _____
Name: Mr. Eric Feldman
Title: Police Chief
Date: 7/15/24

Approved as to form and sufficiency

By: _____
Name: Carrie Avallone
Title: City Attorney
Date: 7/15/2024

ATTEST:

By: _____
Name: Dr. Carmen Balgobin
Title: Superintendent of Schools
Date: 6.25.2024

SCHOOL BOARD OF VOLUSIA COUNTY

By: _____
Name: Ms. Jamie Haynes
Title: Chairman
Date: 6.25.2024

Reviewed for legal sufficiency for reliance only by the District

By: _____
Name: Mr. Kevin W. Pendley
Title: General Counsel
Date: 6/5/2024

THE CITY OF NEW SMYRNA BEACH - POLICE DEPARTMENT

CONSIDER THE APPROVAL OF A RENEWAL OF THE CONTRACT WITH SACRED HEART CATHOLIC SCHOOL FOR A FULL-TIME POLICE OFFICER AT SACRED HEART CATHOLIC SCHOOL FOR FY27.

July 14, 2026

Background:

The City has contracted with Sacred Heart Catholic School for a full time officer since June of 2023. The base term beginning from the effective date of this Agreement through June 15, 2025, followed by four (4) one (1) year annual renewal options to begin on June 16, 2026. Terms of the original contracts allow for yearly extensions through 2028.

Findings:

The Police Department seeks to renew the contract between the city of New Smyrna Beach and Sacred Heart Catholic School for a full-time School Resource Officer for FY27.

Fiscal Analysis:

The cost of the time the School Resource Officer spends at the school during the school year (181 days, or 1,448 hrs.) is split with Volusia County per the contract. This contract pays 45% of the officers' salary for the amount of time they spend at the school. This amount paid by Sacred Heart Catholic School is currently $26,886.46 per contract. Should a pay increase be needed moving forward this change will be reflected in an amended MOU with Sacred Heart Catholic School.

Strategic Plan Item:

No

Staff Report Created By: Chris Kirk

Attachments:

Memorandum of Understanding - Sacred Heart.pdf
Sacred_heart_2027.pdf

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), is entered into and made effective the 4 day of JANUARY, 2024, by and between **SACRED HEART CATHOLIC SCHOOL**, a not-for-profit corporation organized and existing under the laws of the state of Florida, (hereinafter referred to as the "**School**"), and **CITY OF NEW SMYRNA BEACH**, a municipal corporation existing under the laws of the State of Florida, (hereinafter referred to as the "**City**"). The School and the City are herein collectively referred to as the "Parties" and individually referred to as a "Party."

WHEREAS, the School finds and determines that a Safe School Security Program provided and coordinated by the City, through the New Smyrna Beach Police Department is in the best interest of the School; and

WHEREAS, the School believes that this MOU with the City will provide a safe and secure environment for the School while fostering a better relationship between citizens, students and law enforcement, and will result in a diminution of crime and delinquency; and

WHEREAS, the School requests and the City desires to establish a partnership to provide experienced law enforcement leadership and services for the School, where the New Smyrna Beach Police Department shall work in coordination with the School to direct and provide consistent law enforcement direction, guidance and leadership; and

WHEREAS, in accordance with the provisions of Section 1006.12 Florida Statutes, enacted as part of Chapters 2018-3 and 2019-22, Laws of Florida as the Marjory Stoneman Douglas High School Public Safety Act and its subsequent amendments, the School shall partner with the City to assign a certified law enforcement officer assigned as a School Safety Officer at the Sacred Heart Catholic School, facilities; and

WHEREAS, in accordance with the Marjory Stoneman Douglas High School Public Safety Act, the School and the City believe that this partnership will improve communication among local law enforcement entities, the Florida Department of Juvenile Justice, the Florida Department of Children and Families, the Florida Department of Law Enforcement, community behavioral health providers and the Volusia Public School District, to increase school and district security efforts and services, provide prevention/intervention strategies and provide/expand

opportunities for safety and security training and awareness for the School's staff members, as well as the faculty and students attending the schools under the jurisdiction of the School and the parents of such students.

NOW, THEREFORE, in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated into this MOU.

2. **Term.** The term of this Agreement is for a base term beginning from the effective date of this Agreement through June 15, 2025, followed by four (4) one (1) year annual renewal options to begin on June 16, 2025. The renewals are subject to the agreement of the Parties. The performance periods of the Agreement shall begin and end on dates separately outlined by the Parties, unless earlier terminated as provided herein.

3. **Performance Period.** The performance period outline for the remainder of the 2023/2024 (January 4th-May 31st, 2024)school year and beginning of the 2024/2025 (August 7th – October 31st, 2024 school year, prior to the City of New Smyrna Beach enacting their fiscal year (for a total of 150 school contract days) and November 1st, 2024 through May 31st, 2025 (for a total of 125 school contract days) shall be provided to the City by the School and finalized by the Parties in conjunction with the effective date of this Agreement. The performance period outline for each of the subsequent school years (for a total of 181 school contract days per year) shall be finalized by the Parties no later than 60 days prior to the beginning of each school year.

4. **Services.**

   (a) The City shall assign to the School one (1) Full- time School Safety Officer (the "SSO"), a sworn and certified law enforcement officer, to work full-time at the School, through the last day of the 2023/2024 school year and August 7th- October 31st, 2024, eight (8) hours per day, for a total of 150 school contract days, the performance of which shall be set forth by the parties in the performance period outline.

   (b) Thereafter, the City shall assign one (1) Full- time School Safety Officer (the "SSO"), a sworn and certified law enforcement officer, to work full-

time at the School for eight (8) hours per day, beginning on the first day of City's fiscal year and ending on the last day of the school year for a total of 125 school contract days, the performance of which will be set forth by the parties in the annual performance period outline.

(c) Thereafter, the City shall assign one (1) Full- time School Safety Officer (the "SSO"), a sworn and certified law enforcement officer, to work full-time at the School for eight (8) hours per day, beginning on the first day of school and ending on the last day of the school year for a total of 181 school contract days, the performance of which will be set forth by the parties in the annual performance period outline.

(d) The SSO is assigned to provide security, preparation drills, safety training and safety awareness related programs to the school campus, students, employees, volunteers and visitors. The City shall notify the School of the name and contact information of the SSO assigned to the Sacred Heart Catholic School.

(e) The City, through the City's Chief of Police, shall be responsible for providing law enforcement services as outlined in this MOU, and Appendix "A" to this MOU.

(f) The School and the City shall renegotiate the Consideration Clause of this MOU each renewal term of this MOU.

(g) At all material times, the SSO shall be an employee and agent of the City, subject exclusively to the supervision and control of the City of New Smyrna Beach Police Department Commend Staff as designated by the City's Chief of Police. The Chief of Police or designee will consult with the School President or designee, who is employed by the School relative to the selection of the SSO to be assigned to provide the services set forth in this MOU and as further described in Appendix A, Job Description, attached to this MOU as Appendix A and by this reference incorporated herein. A request of the School to remove a selection by the Chief of Police for the positions of SSO shall not be arbitrary or capricious, and may not be based upon any motivation that relates to the candidate's race, sex, religion or the existence of any physical handicap, it being the express intent that the rejection of any candidate proposed by the City shall not constitute a violation of any state or federal law. The SSO is to consider

the input he or she receives from the School or designee and the City, but in no event shall the SSO take any action or refrain from taking any action that is contrary to the policies and procedures of the New Smyrna Beach Police Department or any provision of Florida or Federal law.

(h) The School shall be provided with an opportunity for input in the evaluation of the SSO, which may cause the City to reassign the SSO if the School reasonably believes that the retention of an SSO is not in the best interest of the School; provided, however, that no such reassignment may be predicated upon any arbitrary, capricious, or discriminatory reason, nor may such reassignment violate any state or federal law.

5. **Consideration Clause:**

(a) The School agrees to reimburse the City a flat rate of $25,387.52, rate of $270.08 per day ($33.76 per hour x 8 hours) per SSO for services to be rendered, which includes the salary, benefits and associated costs of the City for the 150 school contract days remaining in the 2023/2024 school year of January 4th, 2024 - May 31st, 2024 and the start of the 2024/2025 school calendar year until the City has started a new fiscal year; August 7th- October 31st, 2024 to be payable to the City in monthly installments.

School Safety Officer	
Hourly Rate:	$33.76
Billable Hours:	1,200
One (1) SSO at 8 hours, 150 days	$40,512
Total Agreement Flat Rate	$40,512

(b) The School agrees to reimburse the City a discounted rate of $148.54 per day ($18.56 per hour x 8 hours) per SSO for services to be rendered, which includes the salary, benefits and associated costs of the City starting on November 1, 2024 through the remainder of the 2024/2025 school year (125 school contract days), to be payable to the City in monthly installments for service days provided with the City contributing $148.54 per day for agreed upon shared cost for such services.

School Safety Officer	
Hourly Rate:	$33.76

Billable Hours:	1,000
One (1) SSO at 8 hours, 125 days	$33,760
School flat rate reimbursement to City (55% of $33,760)	$18,568
Flat Rate City shared cost contribution (45% of $33,760)	$15,192
Total cost to School	$18,568

(c) Thereafter, the School agrees to reimburse the City a discounted flat rate of $26,886.46 of $26,886.46 per school year with the City contributing $21,998.02, per year, per SSO, for services to be rendered for 181 school contract days, which includes the salary, benefits, and associated costs of the City for, each subsequent school year, as follows:

School Safety Officer	
Hourly Rate:	$33.76
Billable Hours:	1,448
One (1) SSO at 8 hours, 181 days	$48,884.48
School flat rate reimbursement to City (55% of $48,884.48)	$26,886.46
City shared cost contribution (45% of $48,884.48)	$21,998.02
Total annual cost to School	$26,886.46

(d) The City shall be responsible for making salary payments and providing benefits to the SSO as an employee of the City.

(e) The School shall reimburse the City on the last day of each month.

(f) The School shall provide the SSO with appropriate work space, as needed and as-available, clerical support and supplies necessary to perform the assigned duties to support the Safe School Program in accordance with the Marjory Stoneman Douglas High School Public Safety Act, to included programs utilized by the School Board shall be provided to ensure the sharing of critical information and comply with all laws, rules, regulations to include HIPAA and FERPA.

6. **City Responsibilities.**

(a) The City shall provide the SSOs with all law enforcement equipment and training related to the services to be provided. All equipment issued to the SSO shall be the sole property of the City.

(b) The SSO shall be responsible for the duties as approved by the Chief and the School as referenced within this MOU.

(c) The SSO shall comply with the provisions specified in Section 1006.12, Florida Statutes (the School Safety Officer Program).

7. **Reporting Crimes and Delinquent Acts.** The School and the City shall adhere to § 1006.12 F.S. titled, School Safety Officer, and § 1006.13 F.S. titled Policy of Zero Tolerance for Crime and Victimization. Accordingly, it is agreed by the parties that school personnel will report to the School Safety Officer all delinquent acts and crimes occurring whenever students are under the jurisdiction of the school. Where a SSO is not present or available, a report shall be provided to the appropriate law enforcement agency and a copy of such report shall be provided to the School Safety Officer.

8. **Discipline:** School members or any employee under the jurisdiction of the School shall not conduct an internal or administrative investigation, inquiry of alleged improper conduct or maintain a database of any such concerns or allegations regarding any employee of the City. Any performance complaints, concerns or allegations of improper conduct shall be forwarded immediately upon receipt by the School or designee to the City's Chief of Police. At no time shall the School delay such conduct allegation notification for more than five (5) days.

9. **Schedule.** After consultation and approval of the City, the School Principal, may request an SSO to adjust their respective schedule as appropriate and may assign an SSO to duties outside of regular school hours, such as participating in extracurricular school events, chaperoning school field trips, project graduation, Student Council, graduation ceremonies or other after school activities, collectively referred to as the "School Activities." Any such request shall not conflict with City of New Smyrna Beach Policies, the SSO's respective Collective Bargaining Agreement, or result in overtime expenses to either the City or the School other than those contemplated in the Consideration clause of this MOU. Such requests require authorization by the City or designee prior to implementation. The School will not compensate an SSO in any capacity outside of the Consideration Clause as otherwise referenced within this MOU. School Activities will be under the supervision of School personnel. School Activities do not include "Additional Events" such as, but

not limited to: basketball games, soccer games, baseball games, softball games, track events, band competitions, dances, Parent Teacher Organization meetings, or Faculty meetings, etc. Additional Events shall be considered outside of the scope of this MOU. If security services are desired at any Additional Event, a separate Off-Duty detail agreement for specific security services is required unless otherwise authorized by the City or designee.

Outside detail activates such as after-hours sporting events or extracurricular activities will be billed as the rate of $48.00 per hour for services provided by Officers and shall be funded one hundred (100%) by the school, for a minimum. of three (3) hours.

It is agreed that during a natural disaster or anytime the State Governor or the Office of the Superintendent of School declares an emergency for public safety and the suspension of the schools for the duration of time and the school chooses to close, The SSO services shall deduct the days from the billable hours to the school.

10. **Emergency Circumstances.** During critical incidents, such as, but not limited to, natural disasters or declared emergencies by the federal government, Governor of Florida, Volusia County Commission, Volusia County Emergency Operations Center Policy Group, or City of New Smyrna Beach City Commission; the Parties shall discuss the specific role and activities of the SSO to accomplish the needs of the School and the City throughout the time period of the critical incident, but at no time can either Party fail to fulfill the respective obligations by each Party as contained in this MOU and Appendix "A" to include funding, without a mutually agreed written agreement.

11. **Alternative assignments.** At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SSO may be assigned other law enforcement duties by the Chief of Police or designee. The Chief shall direct that such School Safety Officer works a full-time schedule on all days that school is in session, subject to illness, training, court appearances, and vacation entitlements of such SSO. The City reserves the right to direct school safety officer to perform emergency functions off of the campus of the School, but the City shall not exercise said right unless an emergency exists wherein there is imminent danger of bodily injury or death, necessitating the intervention of the SSO. To ensure student safety and uninterrupted coverage, the Chief of Police shall assign a replacement law enforcement officer, on a temporary, as-needed basis, in the event of any absence of the SSO, for the duration of the period of absence. The Chief of Police or Designee shall advise the School President of the name of any replacement SSO assigned to provide services under this Agreement.

12. **Uniform.** At all material times, the SSO shall wear the City of New Smyrna Beach Officer uniform and assigned equipment as designated by the New Smyrna Beach Police Department. No other clothing is permitted while performing the duties as approved by the City and the School and referenced in this MOU or the appendices attached to this MOU unless specifically authorized by the Chief of Police or designee.

13. **Liability.** The Parties agree that each Party shall be responsible for any economic damages that result from the negligence or intentional acts of such Party or such Party's employees, officers, agents or attorneys. Each party agrees to be fully responsible for its own acts or omissions and its own agents, contractors, servants, employees, licensees, or invitees, and any acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Each Party shall indemnify and save the other Party harmless from and against, and shall reimburse the indemnified Party for, all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, whether founded in tort, contract, or otherwise, including attorney's fees and costs for any act or neglect of the indemnifying Party in connection with the respective Party's obligation under this Agreement.

14. **Sovereign Immunity.** The provisions of this MOU are in no event intended to constitute a waiver of, or in any way affect or impinge, the rights, privileges and immunities of any Party provided or arising pursuant to the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any corresponding provisions of law.

15. **Entire Agreement.** This MOU and respective Appendix "A" constitute the entire agreement between the Parties and contains all of the agreements described herein between the Parties with respect to the subject matter contained herein. This MOU supersedes all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this MOU and respective Appendix "A".

16. **Modification of Agreement**. No provision of this MOU may be changed or modified except by written agreement signed by the Parties.

17. **Authority to enter into Agreement.** The Parties acknowledge that, by the signing of this MOU, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this MOU, and no

approvals or consents of any persons other than the Parties are necessary in connection with this MOU.

18. **Assignment.** The Parties shall not assign nor transfer their respective obligations under this MOU, but this MOU shall continue in full force and effect notwithstanding the appointment of who may succeed the Chief of Police in office. This MOU shall be binding on the Parties' respective successors.

19. **Severability.** To the extent that any provision of this MOU shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this MOU, and the validity and enforceability of the remainder of such provision, if any, and of this MOU shall be unaffected.

20. **Venue.** This MOU shall be subject to and governed by the laws of the State of Florida, without regard to that state's conflict of laws principles. Venue for any action to interpret or enforce this MOU or that otherwise arises out of this MOU, shall lie exclusively in the appropriate state court in and for Volusia County, Florida.

21. **Execution in Counterparts.** This MOU may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

22. **Failure to deliver funds.** Notwithstanding any provisions in this MOU to the contrary, if the School does not provide funding to the City to provide services pursuant to this MOU or any appendix contained or referenced, the City may terminate this MOU without incurring any further liability or obligations of the City to the School.

23. **Termination.** Either Party may terminate this MOU, with or without cause, upon sixty (60) days' written notice to the other Party of its desire to terminate this MOU. Any termination of this MOU that results in overpayment to the City will result in the return of funds to the School equal to the proportionate amount of time remaining in the MOU. Any termination of this MOU that results in an underpayment to the City will result in the payment of funds to the City equal to the proportionate amount of time remaining in the MOU.

24. **Notice.** Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement (collectively a "notice") shall be (a) in writing; and (b) personally delivered or mailed by certified or registered U.S. Mail, postage prepaid, return receipt requested, or by a nationally

recognized overnight delivery service, such as Federal Express, DHL or UPS, addressed by the sender to the other party at address in the manner set forth below:

If to CITY:
City Manager
210 Sams Avenue
New Smyrna Beach, Florida 32168

With a copy to:
Carrie Avallone, Esq.
City Attorney
210 Sams Avenue.
New Smyrna Beach, FL 32118

If to SCHOOL:
Sacred Heart Catholic School
Attn: Principal, Elizabeth Labreche
1003 Turnbull St.
New Smyrna Beach, FL 32168

25. **Public Record.** The Parties acknowledge that many of their communications and documentation pertaining to this MOU may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this MOU, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.

If the School has questions regarding the application of Chapter 119 and 281, Florida Statutes, to the School's duty to provide public records relating to this MOU, the School shall contact the City Clerk Custodian of Records Kelly McQuillen) at 386-410-2630, kmcquillen@cityofnsb.com. City Clerk Office, Attention: Records, 210 Sams, New Smyrna, Florida 32168.

If the City has questions regarding the application of Chapter 119 and 281, Florida Statutes, to the City's duty to provide public records relating to this MOU, the City shall contact the School's Custodian of Records.

IN WITNESS WHEREOF, the authorized representatives of the each of the Parties hereto sign this MOU below on the date specified below, but in all events effective on the date of the last signature.

SACRED HEART CATHOLIC SCHOOL, INC., OF VOLUSIA COUNTY, FLORIDA

Fred E. Cleveland, Mayor

Labreche
, Principal Beth Labreche

Dated: _____, 2023

Dated: 12-4, 2023

Approved as to form:

Carrie Avallone, Esq.
City Attorney

Education Service Provider

Dated: _____, 2023

Dated: _____, 2023

Appendix-A

School Safety Officer (SSO)

ESSENTIAL JOB FUNCTIONS:

Below are examples and are intended only as illustration of the various types of work performed in positions allocated to this class. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or logical assignment to the position.

- Serve as a law enforcement officer of the State of Florida as authorized by F.S. 943.13, to include the pursuit, apprehension, and arrest of law violators or suspected law violators.
- To enhance the security, protection, and safety of school personnel, property, students, and visitors at the School and improve the security of school campuses.
- Maintain a presence, and monitor traffic control, during the mornings for student arrival and during the afternoons for student dismissal, assisting as needed.
- To develop and promote positive relationships between students and law enforcement officers.
- To foster a better understanding of law enforcement officers in the community.
- To develop positive concepts of law enforcement.
- To identify and prevent delinquent behavior through counseling and referral.
- To aid and support for victims of crime identified within the school setting, including abused children.
- To develop a better appreciation of citizenship, citizens' rights, obligations, and responsibilities.
- To provide information about crime prevention.
- To enhance knowledge of the fundamental concepts and structure of the law.
- To provide materials and consultative assistance to teachers and parents on various law education topics.
- Perform the assigned law enforcement duties to support the Safe School Program in accordance with the Marjory Stoneman Douglas High School Public Safety Act including aiding in the prevention or abatement of active assailant incidents on school premises.
- SSO shall participate as a Behavioral Threat Assessment Team Member at all threat assessment meetings located at the school. As a Behavioral Threat Assessment Team member, the SSO may assist the school in gathering

information, evaluating facts, and helping to make institutional determinations, such as whether a health or safety emergency exists, and how the school should respond.

- Shall report to the School President or designee immediately, any acts which pose a threat to school safety or any crime which the SSO has direct knowledge of, or later becomes aware of.
- School President or designee and SSO shall work cooperatively to promote a safe and supportive learning environment in the School by protecting students and staff from conduct that poses a threat to school safety.
- The SSO will engage with students in the following ways: before school during student arrival, between class breaks and during lunch periods, after school during student dismissal.
- The SSO shall report to the School President daily. The SSO shall be assigned specifically to the school during all regular school days. If the SSO is called away from the school for a substantial portion of the school day, the SSO shall notify the School President and provide the School President or designee with a means of contacting the SSO or the appropriate law enforcement agency.
- If the SSO witnesses inappropriate or unacceptable activity on campus, they will report the incident to the school administration and as appropriate, take law enforcement action. Both Police Department and school administrative procedures shall be followed. In the event of a policy conflict, Police Department's policy and procedure shall prevail. If arrest is necessary, the SSO will be called to execute proper law enforcement procedure. If possible, the SSO should coordinate arrest and other operational strategies with the School President.
- Should it become necessary for the SSO to conduct a formal law enforcement interview with a student, the School President and parents shall be notified and Florida State Statutes and Police Department policy shall be followed.
- The SSO will attend parent, faculty, and staff meetings, as a part of the school administrative team, and to develop support and cultivate an understanding of the SSO program and to provide education and awareness of the safety and security measures available.
- As determined by the Chief of Police, the SSO shall submit activity reports to be reviewed by the School President and the Chief of Police.
- If, in the opinion of the School President, the SSO is no longer effective in his or her role as an SSO, the School President may request the reassignment of the school resource officer from their duties at school. In such cases, the following procedure should be followed:

A. The School President shall notify the Chief or designee of the concerns and meet with the SSO, and the SSO's direct law enforcement supervisor (Sergeant) and express the concerns and needs of the school. The School President will work collaboratively with the SSO and SSO's law enforcement supervisor to clearly identify in writing the expectations, as well as the SSO's related duties and responsibilities. As appropriate, the SSO's law enforcement supervisor (Sergeant) may implement a written improvement action plan.

B. If, after reasonable review and discussion between the SSO, the SSO's law enforcement supervisor, the Chief of Police and the School President has occurred, and in the opinion of the School President the SSO's effectiveness remains questionable, the School President shall notify the Chief of Police or designee to request the SSO be reassigned from their position at their assigned school.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), is entered into and made effective the 10 day of August, 2026 6, by and between **SCARED HEART CATHOLIC SCHOOL, a** not-for-profit corporation organized and existing under the laws of the state of Florida, (hereinafter referred to as the "School"), and **CITY OF NEW SMYRNA BEACH, a** municipal corporation existing under the laws of the State of Florida, (hereinafter referred to as the **"City").** The School and the City are herein collectively referred to as the "Parties" and individually referred to as a "Party."

WHEREAS, the School finds and determines that a Safe School Security Program provided and coordinated by the City, through the New Smyrna Beach Police Department is in the best interest of the School; and

WHEREAS, the School believes that this MOU with the City will provide a safe and secure environment for the School while fostering a better relationship between citizens, students and law enforcement, and will result in a diminution of crime and delinquency; and

WHEREAS, the School requests and the City desires to establish a partnership to provide experienced law enforcement leadership and services for the School, where the New Smyrna Beach Police Department shall work in coordination with the School to direct and provide consistent law enforcement direction, guidance and leadership; and

WHEREAS, in accordance with the provisions of Section 1006.12 Florida Statutes, enacted as part of Chapters 2018-3 and 2019-22, Laws of Florida as the Marjory Stoneman Douglas High School Public Safety Act and its subsequent amendments, the School shall partner with the City to assign a certified law enforcement officer assigned as a School Safety Officer at the Sacred Heart Catholic School, facilities; and

WHEREAS, in accordance with the Marjory Stoneman Douglas High School Public Safety Act, the School and the City believe that this partnership will improve communication among local law enforcement entities, the Florida Department of Juvenile Justice, the Florida Department of Children and Families, the Florida Department of Law Enforcement, community behavioral health providers and the Volusia Public School District, to increase school and district security efforts and services, provide prevention/intervention strategies and provide/expand

opportunities for safety and security training and awareness for the School's staff members, as well as the faculty and students attending the schools under the jurisdiction of the School and the parents of such students.

NOW, THEREFORE, in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated into this MOU.

2. **Term.** The term of this Agreement is for a base term beginning from the effective date of this Agreement through June 15, 2025, followed by four (4) one (1) year annual renewal options to begin on June 16, 2026. The renewals are subject to the agreement ofthe Parties. The performance periods of the Agreement shall begin and end on dates separately outlined by the Parties, unless earlier terminated as provided herein.

3. **Performance Period.** The performance period the school year and beginning of the 2026/2027 (August 10th – May 30, 2027 school year). The performance period outline for each of the subsequent school years (for a total of 181 school contract days per year) shall be finalized by the Parties no later than 60 days prior to the beginning of each school year.

4. **Services.**

(a) The City shall assign to the School one (1) Full- time School Safety Officer (the "SSO"), a sworn and certified law enforcement officer, to work full time at the School, through the school year and August 10th- May 30th 2027, eight (8) hours per day, for a total of 181 school contract days, the performance of which shall be set forth by the parties in the performance period outline.

(b) Thereafter, the City shall assign one (1) Full- time School Safety Officer (the "SSO"), a sworn and certified law enforcement officer, to work full-time at the School for eight (8) hours per day, beginning on the first day of City's fiscal year and ending on the last day of the school year for a total of 181 school contract days, the performance of which will be set forth by the parties in the annual performance period outline.

(c) Thereafter, the City shall assign one (1) Full- time School Safety Officer (the "SSO"), a sworn and certified law enforcement officer, to work full-time at the School for eight (8) hours per day, beginning on the first day of school and ending on the last day of the school year for a total of 181 school contract days, the performance of which will be set forth by the parties in the annual performance period outline with the principal approval and coordination.

(d) The SSO is assigned to provide security, preparation drills, safety training and safety awareness related programs to the school campus, students, employees, volunteers and visitors. The City shall notify the School of the name and contact information of the SSO assigned to the Sacred Heart Catholic School.

(e) The City, through the City's Chief of Police, shall be responsible for providing law enforcement services as outlined in this MOU, and Appendix "A" to this MOU.

(f) The School and the City shall renegotiate the Consideration Clause of this MOU each renewal term of this MOU.

(g) At all material times, the SSO shall be an employee and agent of the City, subject exclusively to the supervision and control of the City of New Smyma Beach Police Department Commend Staff as designated by the City's Chief of Police. The Chief of Police or designee will consult with the School President or designee, who is employed by the School relative to the selection of the SSO to be assigned to provide the services set forth in this MOU and as further described in Appendix A, Job Description, attached to this MOU as Appendix A and by this reference incorporated herein. A request of the School to remove a selection by the Chief of Police for the positions of SSO shall not be arbitrary or capricious, and may not be based upon any motivation that relates to the candidate's race, sex, religion or the existence of any physical handicap, it being the express intent that the rejection of any candidate proposed by the City shall not constitute a violation of any state or federal law. The SSO is to consider the input he or she receives from the School or designee and the City, but in no event shall the SSO take any action or refrain from taking any action that is contrary to the policies and procedures of the New Smyrna Beach Police Department or any provision of Florida or Federal law.

(h) The School shall be provided with an opportunity for input in the evaluation of the SSO, which may cause the City to reassign the SSO if the School reasonably believes that the retention of an SSO is not in the best interest of the School; provided, however, that no such reassignment may be predicated upon any arbitrary, capricious, or discriminatory reason, nor may such reassignment violate any state or federal law.

5. <u>Consideration Clause:</u>

(a) the School agrees to reimburse the City a discounted flat rate of $26,886.46 of $26,886.46 per school year with the City contributing $21,998.02, per year, per SSO, for services to be rendered for 181 school contract days, which includes the salary, benefits, and associated costs of the City for, each subsequent school year, as follows:

School Safety Officer	
Hourly Rate:	$33.76
Billable Hours:	1,448
One (1) SSO at 8 hours, 181 days	$48,884.48
School flat rate reimbursement to City (55% of $48,884.48)	$26,886.46
City shared cost contribution (45% of $48.884.48)	$21,998.02
Total annual cost to School	$26,886.46

(b) The City shall be responsible for making salary payments and providing benefits to the SSO as an employee of the City.

(c) The City shall be responsible for payment request on the last day of each month.

(d) The School shall provide the SSO with appropriate work space, as needed and as-available, clerical support and supplies necessary to perform the assigned duties to support the Safe School Program in accordance with the Marjory Stoneman Douglas High School Public Safety Act, to included programs utilized by the School Board shall be provided to ensure the

sharing of critical information and comply with all laws, rules, regulations to include HIPAA.

6. **City Responsibilities.**

(a) The City shall provide the SSOs with all law enforcement equipment and training related to the services to be provided. All equipment issued to the SSO shall be the sole property of the City.

(b) The SSO shall be responsible for the duties as approved by the Chief and the School as referenced within this MOU.

(c) The SSO shall comply with the provisions specified in Section 1006.12, Florida Statutes (the School Safety Officer Program).

7. **Reporting Crimes and Delinquent Acts.** The School and the City shall adhere to § 1006.12 F.S. titled, School Safety Officer, and§ 1006.13 F.S. titled Policy of Zero Tolerance for Crime and Victimization. Accordingly, it is agreed by the parties that school personnel will report to the School Safety Officer all delinquent acts and crimes occurring whenever students are under the jurisdiction of the school. Where a SSO is not present or available, a report shall be provided to the appropriate law enforcement agency and a copy of such report shall be provided to the School Safety Officer.

8. **Discipline:** School members or any employee under the jurisdiction of the School shall not conduct an internal or administrative investigation, inquiry of alleged improper conduct or maintain a database of any such concerns or allegations regarding any employee of the City except the School may fulfill its obligation to investigate improper conduct of the SRO in relation to students or staff of the School. Any performance complaints, concerns or allegations of improper conduct shall be forwarded immediately upon receipt by the School or designee to the City's Chief of Police. At no time shall the School delay such conduct allegation notification for more than five (5) days.

9. **Schedule.** After consultation and approval of the City, the School Principal, may request an SSO to adjust their respective schedule as appropriate and may assign an SSO to duties outside of regular school hours, such as participating in extracurricular school events, chaperoning school field trips, project graduation, Student Council, graduation ceremonies or other after school activities, collectively referred to as the "School Activities." Any such request shall not conflict with City of New Smyrna Beach Policies, the SSO's respective Collective Bargaining Agreement, or result in overtime expenses to either the City or the School other than those contemplated in the Consideration clause of this MOU. Such requests require

authorization by the City or designee prior to implementation. The School will not compensate an SSO in any capacity outside of the Consideration Clause as otherwise referenced within this MOU. School Activities will be under the supervision of School personnel. School Activities do not include "Additional Events" such as, but not limited to: basketball games, soccer games, baseball games, softball games, track events, band competitions, dances, Parent Teacher Organization meetings, or Faculty meetings, etc. Additional Events shall be considered outside of the scope of this MOU. If security services are desired at any Additional Event, a separate Off-Duty detail agreement for specific security services is required unless otherwise authorized by the City or designee.

Outside detail activates such as after-hours sporting events or extracurricular activities will be billed as the rate of $48.00 per hour for services provided by Officers and shall be funded one hundred (100%) by the school, for a minimum. of three (3) hours.

It is agreed that during a natural disaster or anytime the State Governor or the Office of the Superintendent of School declares an emergency for public safety and the suspension of the schools for the duration of time and the school chooses to close, The SSO services shall deduct the days from the billable hours to the school.

10. **Emergence' Circumstances.** During critical incidents, such as, but not limited to, natural disasters or declared emergencies by the federal government, Governor of Florida, Volusia County Commission, Volusia County Emergency Operations Center Policy Group, or City of New Smyrna Beach City Commission; the Parties shall discuss the specific role and activities of the SSO to accomplish the needs of the School and the City throughout the time period of the critical incident, but at no time can either Party fail to fulfill the respective obligations by each Party as contained in this MOU and Appendix "A" to include funding, without a mutually agreed written agreement.

11. **Alternative assignments.** At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SSO may be assigned other law enforcement duties by the Chief of Police or designee. The Chief shall direct that such School Safety Officer works a full-time schedule on all days that school is in session, subject to illness, training, court appearances, and vacation entitlements of such SSO. The City reserves the right to direct school safety officer to perform emergency functions off of the campus of the School, but the City shall not exercise said right unless an emergency exists wherein there is imminent danger of bodily injury or death, necessitating the intervention of the SSO. To ensure student safety and uninterrupted coverage, the Chief of Police shall assign a replacement law enforcement officer, on a temporary, as-needed basis, in the event

of any absence of the SSO, for the duration of the period of absence. The Chief of Police or Designee shall advise the School President of the name of any replacement SSO assigned to provide services under this Agreement.

12. **Uniform.** At all material times, the SSO shall wear the City of New Smyrna Beach Officer uniform and assigned equipment as designated by the New Smyrna Beach Police Department. No other clothing is permitted while performing the duties as approved by the City and the School and referenced in this MOU or the appendices attached to this MOU unless specifically authorized by the Chief of Police or designee.

13. **Liability.** The Parties agree that each Party shall be responsible for any economic damages that result from the negligence or intentional acts of such Party or such Party's employees, officers, agents or attorneys. Each party agrees to be fully responsible for its own acts or omissions and its own agents, contractors, servants, employees, licensees, or invitees, and any acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence with the exception that the SCHOOL will not be responsible for any injury suffered by SRO or any other employee, agent, contractor, servant, employee, licensee, or invitee acting on behalf of CITY resulting from aiding in the prevention or abatement of active assailant incidents on or immediately surrounding school premises. Each Party shall indemnify and save the other Party harmless from and against, and shall reimburse the indemnified Party for, all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, whether founded in tort, contract, or otherwise, including attorney's fees and costs for any act or neglect of the indemnifying Party in connection with the respective Party's obligation under this Agreement with the exception that the SCHOOL will not be responsible for any injury suffered by SRO or any other employee, agent, contractor, servant, employee, licensee, or invitee acting on behalf of CITY resulting from aiding in the prevention or abatement of active assailant incidents on or immediately surrounding school premises.

14. **Sovereign Immunity.** The provisions of this MOU are in no event intended to constitute a waiver of, or in any way effect or impinge the rights, privilages and immunities of any party provided or arisiing pursuant to the provision of Section 768.28, Florida Statutes, as amednded, from time to time, or any corresponding provisions of law.

15. This MOU supersedes all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this MOU and respective Appendix "A".

16. **Modification of Agreement.** No provision of this MOU may be changed or modified except by written agreement signed by the Parties.

17. **Authority to enter into Agreement.** The Parties acknowledge that, by the signing of this MOU, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this MOU, and no approvals or consents of any persons other than the Parties are necessary in connection with this MOU.

18. **Assitinment.** The Parties shall not assign nor transfer their respective obligations under this MOU, but this MOU shall continue in full force and effect notwithstanding the appointment of who may succeed the Chief of Police in office. This MOU shall be binding on the Parties' respective successors.

19. **Severabilit›'.** To the extent that any provision of this MOU shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this MOU, and the validity and enforceability of the remainder of such provision, if any, and of this MOU shall be unaffected.

20. **Venue.** This MOU shall be subject to and governed by the laws of the State of Florida, without regard to that state's conflict of laws principles. Venue for any action to interpret or enforce this MOU or that otherwise arises out of this MOU, shall lie exclusively in the appropriate state court in and for Volusia County, Florida.

21. **Execution in Counterparts.** This MOU may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

22. **Failure to deliver funds.** Notwithstanding any provisions in this MOU to the contrary, if the School does not provide funding to the City to provide services pursuant to this MOU or any appendix contained or referenced, the City may terminate this MOU without incurring any further liability or obligations of the City to the School.

23. **Termination.** Either Party may terminate this MOU, with or without cause, upon sixty (60) days' written notice to the other Party of its desire to terminate this MOU. Any termination of this MOU that results in overpayment to the City will result in the return of funds to the School equal to the proportionate amount of time remaining in the MOU. Any termination of this MOU that results in an underpayment to the City will result in the payment of funds to the City equal to the proportionate amount of time remaining in the MOU.

24. **Notice.** Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement (collectively a "notice") shall be (a) in writing; and (b) personally delivered or mailed by certified or registered U.S. Mail, postage prepaid, return receipt requested, or by a nationally recognized overnight delivery service, such as Federal Express, DHL or UPS, addressed by the sender to the other party at address in the manner set forth below:

If to CITY:
City Manager
210 Sams Avenue
New Smyrna Beach, Florida 32168

With a copy to:
Carrie Avallone, Esq.
City Attorney
210 Sams Avenue.
New Smyrna Beach, FL 32118

If to SCHOOL:
Sacred Heart Catholic School
Attn: Principal, Elizabeth Labreche
1003 Turnbull St.
New Smyrna Beach, FL 32168

25. Public Record. The Parties acknowledge that many of their communications and documentation pertaining to this MOU may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this MOU, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.

If the School has questions regarding the application of Chapter 119 and 281, Florida Statutes, to the School's duty to provide public records relating to this MOU, the School shall contact the City Clerk Custodian of Records Sharon Taylor-Harding at 386- 410-2630, staylor-harding@cityofnsb.com. City Clerk Office, Attention: Records, 210 Sams, New Smyrna, Florida 32168.

If the City has questions regarding the application of Chapter 119 and 281, Florida Statutes, to the City's duty to provide public records relating to this MOU, the City shall contact the School's Custodian of Records.

IN WITNESS WHEREOF, the authorized representatives of the each ofthe Parties hereto sign this MOU below on the date specified below, but in all events effective on the date of the last signature.

SCARED HEART CATHOLIC SCHOOL, INC., OF VOLUSIA COUNTY, FLORIDA

Fred E. Cleveland, Mayor

Mrs. Beth Labreche, Principal

Blabreche 6/18/2026

Approved as to form:

Carrie Avallone, Esq.
City Attorney

Blabreche
Education Service Provider

Dated:

Dated: 6/18/2026

Appendix-A

School Safety Officer (SSO)

ESSENTIAL JOB FUNCTIONS:

Below are examples and are intended only as illustration of the various types of work performed in positions allocated to this class. The omission of specific statements of duties does not exclude them from the position ifthe work is similar, related or logical assignment to the position.

- Serve as a law enforcement officer of the State of Florida as authorized by F.S. 943.13, to include the pursuit, apprehension, and arrest of law violators or suspected law violators.
- To enhance the security, protection, and safety of school personnel, property, students, and visitors at the School and improve the security of school campuses.
- Maintain a presence, and monitor traffic control, during the mornings for student arrival and during the afternoons for student dismissal, assisting as needed.
- To develop and promote positive relationships between students and law enforcement officers.
- To foster a better understanding of law enforcement officers in the community.
- To develop positive concepts of law enforcement.
- To identify and prevent delinquent behavior through counseling and referral in coordination with the Principal.
- To aid and support for victims of crime identified within the school setting, including abused children.
- To develop a better appreciation of citizenship, citizens' rights, obligations, and responsibilities.
- To provide information about crime prevention.
- To enhance knowledge of the fundamental concepts and structure of the law.
- To provide materials and consultative assistance to teachers and parents on various law education topics.
- Perform the assigned law enforcement duties to support the Safe School Program in accordance with the Marjory Stoneman Douglas High School Public Safety

Act including aiding in the prevention or abatement of active assailant incidents on school premises.

- SSO shall participate as a Behavioral Threat Assessment Team Member at all threat assessment meetings located at the school. As a Behavioral Threat Assessment Team member, the SSO may assist the school in gathering information, evaluating facts, and helping to make institutional determinations, such as whether a health or safety emergency exists, and how the school should respond.
- Shall report to the School President or designee immediately, any acts which pose a threat to school safety or any crime which the SSO has direct knowledge of, or later becomes aware of.
- School President or designee and SSO shall work cooperatively to promote a safe and supportive learning environment in the School by protecting students and staff from conduct that poses a threat to school safety.
- The SSO will engage with students in the following ways: before school during student arrival, between class breaks and during lunch periods, after school during student dismissal.
- The SSO shall report to the School President daily. The SSO shall be assigned specifically to the school during all regular school days. If the SSO is called away from the school for a substantial portion of the school day, the SSO shall notify the School President and provide the School President or designee with a means of contacting the SSO or the appropriate law enforcement agency.
- If the SSO witnesses inappropriate or unacceptable activity on campus, they will report the incident to the school administration and as appropriate, take law enforcement action. Both Police Department and school administrative procedures shall be followed. If arrest is necessary, the SSO will be called to execute proper law enforcement procedure. If possible, the SSO should coordinate arrest and other operational strategies with the School President.
- Should it become necessary for the SSO to conduct a formal law enforcement interview with a student, the School President and parents shall be notified and Florida State Statutes and Police Department policy shall be followed.
- The SSO may attend parent, faculty, and staff meetings, as a part of the school administrative team, and to develop support and cultivate an understanding of the SSO program and to provide education and awareness of the safety and security measures available.
- As determined by the Chief of Police, the SSO shall submit activity reports to be reviewed by the School Principal and the Chief of Police.
- If, in the opinion of the School President, the SSO is no longer effective in his or her role as an SSO, the School President may request the reassignment of the

school resource officr from their duties at school. In such cases, the following procedure should be followed:

A. The School President shall notify the Chief or designee of the concerns and meet with the SSO, and the SSO's direct law enforcement supervisor (Sergeant) and express the concerns and needs of the school. The School President will work collaboratively with the SSO and SSO's law enforcement supervisor to clearly identify in writing the expectations, as well as the SSO's related duties and responsibilities. As appropriate, the SSO's law enforcement supervisor (Sergeant) may implement a written improvement action plan.

B. If, after reasonable review and discussion between the SSO, the SSO's law enforcement supervisor, the Chief of Police and the School President has occurred, and in the opinion of the School President the SSO's effectiveness remains questionable, the School President shall notify the Chief of Police or designee to request the SSO be reasslgned from their position at their assigned school.

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENTS: CONSIDER THE APPROVAL OF THE SPECIAL EVENT CHALK IT UP TO BE HELD ON SATURDAY, FEBRUARY 27, 2027, AND HOSTED BY THE HUB ON CANAL.

July 14, 2026

Background:

Annual chalk artists event on the sidewalks and artisan vendors on the street. Canal Street road closure between Faulkner Street and Riverside Drive and Magnolia Street closure from Jane's Art to Canal Street. Event start time is 9:00am and end time is 4:00pm with setup beginning at 7:00am and breakdown at 5:00pm.

Fiscal Analysis:

Special Event Fee $500.

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

SPECIAL EVENT APPLICATION - CHALK IT UP! 022727.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: Chalk it Up!

Event Date: 2/27/2027

Contact Information: Jennifer Marano 386-451-3392/Zosia Lucas 386-957-3424

Brief Event Description: Chalk artists on the sidewalks and vendors on the street. Road closure between Faulkner and Riverside Dr.

Staff Reviewed:

Name	Department	Ext.	E-mail	Signature	Date
Rob Salazar	Leisure Services	2890	rsalazar@cityofnsb.com		6/8/26
~~Kevin Piscart~~ ~~John Haverly~~	Public Works	2205	jhaverly@cityofnsb.com		4-21-26
Stephanie Doster	Planning & Dev.	2800	sdoster@cityofnsb.com		4/21/26
Don Wiech	Fire Department	7631	dwiech@cityofnsb.com		4-21-26
William Helms	Police Department	2297	whelms@cityofnsb.com	Sgt.	5-5-26
Barbara Bobelak	Code Enforcement	2800	bbobelak@cityofnsb.com		4-21-26
Lauren Gawel	Bldg. Department	2800	lgawel@cityofnsb.com		5/11/26
Steven Mendygral	Parking	2609	smendygral@cityofnsb.com		4/21/26

Conditions of Approval:

***Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled**

LS Major Special Event

PD- Complete ODM request, requiring 1 officer and CORs.

Banner Request: Yes ☑ No ☐ **Entered into RecTrac** _____ **Agenda Item Complete** _____

Road Closures:

N Canal St - Faulkner to Riverside

Magnolia - Canal to Sam's

City Commission Approval Required? Yes ☑ No ☐ **Agenda Date** 7-14-26 **City Event?** Yes ☐ No ☑

Special Event Application

Form Submission ID: 27366555
Submission Date/Time: 04/11/2026 at 4:46 pm
Form Status: New
Patron Email Address: jennifermarano@thehuboncanal.org
Name: Jennifer Marano

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

Chalk it Up!

Name of Producer and/or Promoter

The Hub on Canal

Type of Organization

Non-Profit

Address

132 Canal Street

City

New Smyrna Beach

State

FL

Zip Code

32168

Work Phone

(386)451-3392

Home Phone

(386)957-3924

Website

thehuboncanal.org

Special Event Application

Billing Information:

Is the party responsible for billing the same as above?

Yes

If no, please provide the proper information below.

Name

Address

EVENT INFORMATION:

Event Date:

02/27/2027

Location of Event

Canal Street

Description of Event

Chalk artists on the sidewalks and vendors on the street. Closed down between Faulkner and riverside

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 Start Time:

09:00 am

Event End Time:

04:00 pm

Set Up Start Time:

07:00 am

Special Event Application

Breakdown End Time:

05:00 pm

Alternative Date:

How will the general public be notified about a cancellation/ postponement of the event?

Email, social media

Anticipated number of attendees?

1500

Have you held this event in the City of New Smyrna Beach previously?

Yes

If yes, when?

Annually in February

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.

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

Special Event Application

<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?

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

In house

Type of System:

Just for announcements at 330 pm

Sound Start Time:

03:30 pm

Sound End Time:

04:30 pm

Will there be carnival games and/or rides?

No

If yes, please describe the types of games and/or rides.

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

Special Event Application

<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?

35

Type of vending (including number of each): Clothing, Food/Beverage, Jewelry, Other (describe)

artisans

Will there be food trucks at this event?

No

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)

8

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?

Regional

What type of publicity will be used?

Newspaper,Radio,Internet

Telephone number to be released for public information

386-957-3924

Special Event Application

<b> SIGNS; </B>

Will you be using signs at your event?

Yes

How many signs and what dimensions?

a frame signs, 5

Will you use temporary structures?

Yes

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?

<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):

Canal Street , Faulkner to Riverside Drive and Magnolia up to Janes Art Center

Will public parking areas, streets, sidewalks, etc., be restricted or obstructed?

Yes

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 police

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.

Contact Name & Phone Number (1):

Jennifer Marano 386 451 3392

Contact Name & Phone Number (2):

Zosia Lucas 386 957-3924

Upload Site Map

\Question Answers Only\795\CHALK IT UP MAP CITY.pdf

Upload Documents

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.

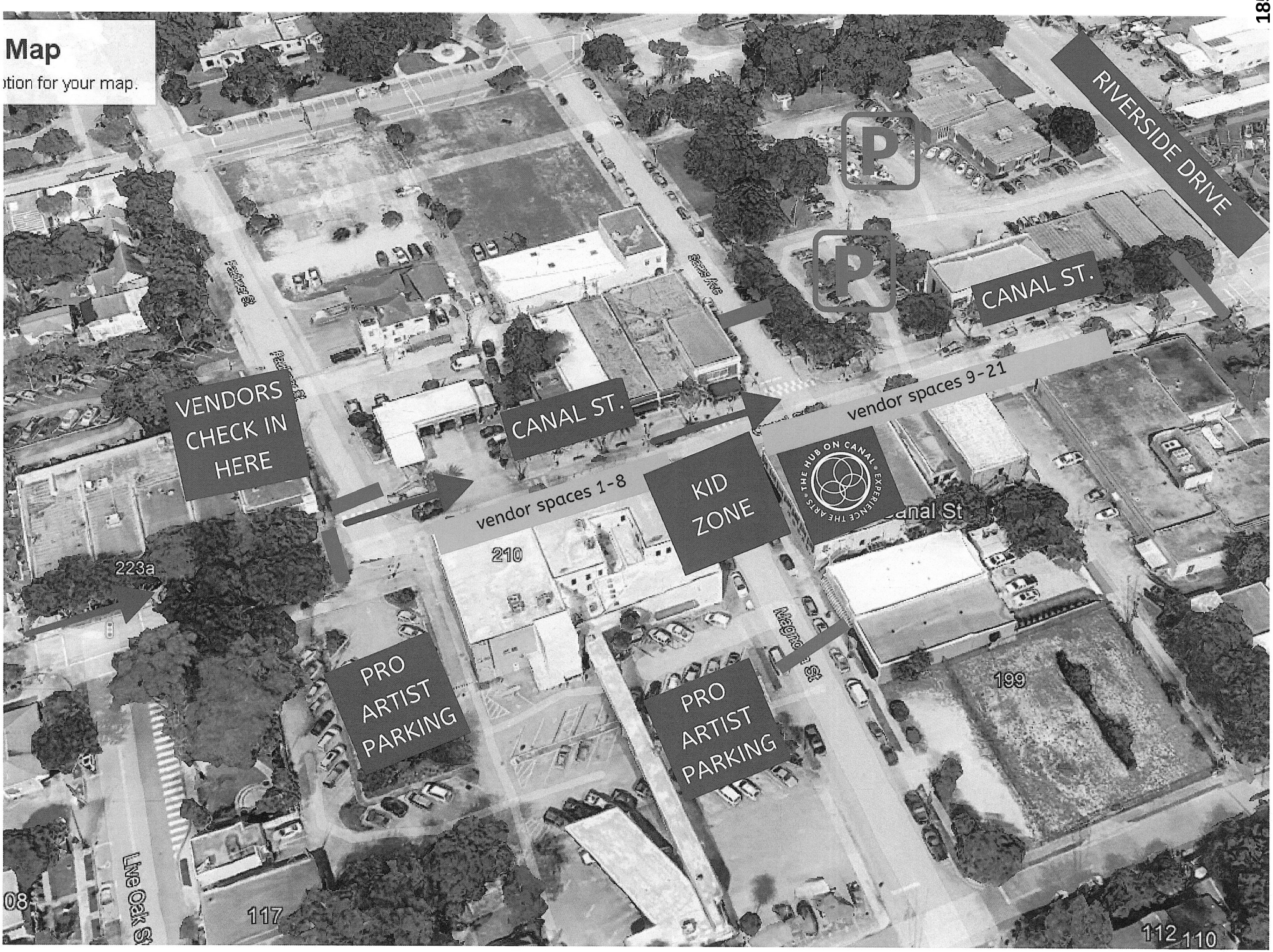
Printed Name:

Special Event Application

Jennifer Marano

Date:

04/11/2026


Map
tion for your map.
RIVERSIDE DRIVE
P
P
CANAL ST.
CANAL ST.
VENDORS CHECK IN HERE
vendor spaces 1-8
vendor spaces 9-21
KID ZONE
THE HUB ON CANAL
EXPERIENCE THE ARTS
Canal St
210
223a
PRO ARTIST PARKING
PRO ARTIST PARKING
199
117
112
110
Live Oak St

THE CITY OF NEW SMYRNA BEACH - PARKING MOBILITY

CONSIDER THE APPROVAL OF AN INTERLOCAL AGREEMENT FOR RECIPROCAL PARKING AND PARKING DATABASE INFORMATION SHARING WITH VOLUSIA COUNTY AND PARK VOLUSIA.

July 14, 2026

Background:

Paid beach parking and annual resident parking passes were introduced in the City in 2013. Since then, residents wishing to park in beach parking areas have been required to pay a fee because those parking facilities are owned and operated by Volusia County.

In October 2024, Volusia County launched the Park Volusia program, which allows county residents to register for a free parking pass for beach and county-owned off-beach parking lots. While this program provided an additional benefit for residents, it also created confusion because parking passes were not reciprocal between City and County parking facilities.

In the final report from the New Smyrna Beach Parking Task Force, it was recommended that the City work with partner agencies to improve the overall parking experience for both residents and visitors. This new agreement is intended to accomplish that goal.

Highlights of the Agreement

County Permit Additions – To ensure a smooth transition, existing City parking pass holders who do not already have a Park Volusia permit will be grandfathered into the Park Volusia system through December 31, 2026.

Park Volusia Registration – Individuals who do not already have a Park Volusia account will be required to register with the County.

Reciprocal Parking Access – City parking passes will be valid in County parking areas, and County parking passes will be valid in City parking areas. (Note: The County Parks Pass will remain a separate program.)

Unified Pass Issuance – All new parking passes (excluding FIND Boat Ramp passes) will be issued through the Park Volusia system and will be valid in both City and County parking areas.

County Renewal Policy – The County's renewal policy will apply, allowing for two automatic renewals before a pass must be re-registered.

Findings:
Staff recommends the approval of a Interlocal Agreement for Reciprocal Parking and Parking Database Information Sharing with Volusia County and Park Volusia.

Agreement will also need to be approved by Volusia County Commission.

Fiscal Analysis:

There are no direct costs to the City associated with entering into this agreement. There may be a slight reduction in parking citation revenue, as individuals with a County parking pass occasionally receive citations because they are unaware that a separate New Smyrna Beach parking pass is required to park in City-owned lots. By combining the permit databases and creating reciprocal parking privileges, these citations would largely be eliminated.

In addition, the City would discontinue the sale of non-resident annual parking passes. Non-residents wishing to purchase an annual parking pass would instead be directed to the Park Volusia program. So far in FY26, the City sold 170 non-resident annual passes, generating approximately $17,000 in revenue. While this would result in a loss of revenue, the amount is relatively small when weighed against the benefits of providing residents and visitors with a single, unified parking pass system and eliminating confusion regarding where parking is permitted.

There will be no changes to the Boat Ramp Permit program. The City will continue to sell annual boat ramp permits and collect applicable daily fees. Individuals with the new combined City and County parking pass will be able to access the boat ramps at no additional cost.

There will also be no changes to the collection of daily parking fees. The City will continue to manage its parking facilities and retain all revenue generated from daily parking fees and fines.

Strategic Plan Item:
Yes

Staff Report Created By: Steven Mendygral - Mobility & Parking Director

Attachments:

Parking Permit Integration-co.pptx
Interlocal_VC_NSB_Parking_Sharing_Information_-_finala.docx

Interlocal Agreement for Reciprocal Parking

Between New Smyrna Beach and Volusia County

A streamlined permit process to reduce confusion and improve reciprocal access.

Prepared for presentation

Background

Residents are currently navigating two separate parking systems.

- Since the rollout of paid parking, residents have been required to obtain separate permits for City and County locations.
- This has created confusion and frustration as users navigate different systems, rules, and policies.
- The Parking Task Force recommended that the City and County work more closely together to simplify the process.

Objective: create a more seamless parking experience for residents and visitors.

Partnership

Representatives from both the City and County met to determine a better, unified process.

New Smyrna Beach + **Volusia County**

Key point

- The agreement is intended to align parking access between the City and County.
- Key implementation details are outlined in the following slides.

Agreement: reciprocal access

The City and County will share parking databases to support reciprocal parking access.

- Individuals with a City parking permit may park in County-owned lots and on-beach parking locations.
- Individuals with a County parking permit may park in City-owned lots and Boat Ramps.
- This eliminates the need for two separate passes for covered locations.
- Through December 31, 2026, City accounts will be manually added to the Park Volusia system.
- Individuals without a County parking account will need to create one before or by January 1, 2027.

Exclusions: Smyrna Dunes Park and Lighthouse Point Park are not included.

Agreement: permit issuance

Both resident and non-resident permit issuance will shift toward Park Volusia while minimizing action for current County permit holders.

City-only annual permits

City-only annual parking permits will be phased out

Current County permits

No action is needed for those who already have a County parking permit. Current renewal dates will stand.

Park Volusia

All annual parking permits will be issued through Park Volusia.

Daily parking passes and FIND Boat Permits issuance are excluded.

Agreement: responsibilities and public information

The agreement keeps operational responsibilities clear while updating public-facing information.

Each entity remains responsible for:

- Enforcement
- Collection of fines
- Daily parking fees

Public information will be updated:

- Signage
- Websites
- Public communications

Intent: keep the new process clear and easy to follow.

Benefits

The agreement is intended to simplify the process and reduce avoidable issues for permit holders.

- A single, unified process for local parking permit needs.
- City permit holders will no longer need to renew at the end of each calendar year.
- Users will receive two automatic renewals, consistent with current County policy.
- Fewer citations for County pass holders who were unaware that a separate City parking pass was required.

Bottom line: a clearer path from permit to parking space.

Rollout

Pending final approvals, the rollout is planned for late Summer / early Fall

- Public communication will be handled by both the City and County.
  - Emails will be sent out to all City Permit holders alerting them of the change.
- Signage, websites, and related public information will be updated to reflect the new process.
- Launch target: late Summer / early Fall 2026

Questions?

Thank you

INTERLOCAL AGREEMENT FOR
RECIPROCAL PARKING AND
PARKING DATABASE INFORMATION SHARING

THIS INTERLOCAL AGREEMENT FOR RECIPROCAL PARKING AND PARKING DATABASE INFORMATION SHARING (hereinafter "Agreement") is entered into between the COUNTY OF VOLUSIA, (hereinafter "COUNTY"), a body corporate and political subdivision of the State of Florida, whose address is 123 W. Indiana Ave., DeLand, FL 32720 and the CITY OF NEW SMYRNA BEACH, (hereinafter "CITY"), a municipal corporation whose address is 210 Sams Avenue, New Smyrna Beach, FL 32168.

RECITALS

COUNTY has entered into an agreement with Park Volusia for Park Volusia to operate a paid parking system on County-owned or operated properties in the Coastal Areas of Volusia County consisting of vehicle registries and automatic license plate readers (the "Park Volusia System"); and

COUNTY possesses a data base (the "County data base") of users who have registered for either a residential annual pass or a nonresidential annual pass for use on County properties using the Park Volusia system; and

CITY possesses a data base (the "City data base) of users who have registered with the CITY for either a residential annual pass or a nonresidential annual pass for parking on City properties; and

It is the intent of this interlocal agreement for shared application/renewal license plate information and documentation provided by persons to proof of residency, between the CITY and the COUNTY, such that a person who is currently registered for an annual pass with the COUNTY may use the CITY parking areas and a person who is currently registered for an annual pass with the CITY may use COUNTY parking areas; and

The COUNTY's annual pass program provides two automatic renewals before the pass must be re-registered; and

It is the intent of this Agreement that persons, whether resident or non-resident, that wish to receive an annual pass to park in either a CITY parking area or COUNTY parking area register with the COUNTY's parking program; and

This Agreement does not apply to the City of New Smyrna Beach boat ramp passes or allow annual passes or daily parking fees to count towards boat ramp passes; and

This Agreement allows for a more efficient method of providing services to CITY and COUNTY residents.

NOW THEREFORE, the CITY and COUNTY agree as follows:

1. RECITALS. The above recitals are hereby adopted by both parties as statements of purpose and intent.

2. DEFINITIONS. The following terms as used in this Agreement, regardless of how they are described in the CITY's or COUNTY's parking program:
    a. 'Annual pass' means those vehicles, whether owned by a resident or non-resident of the CITY or COUNTY, that are validly registered with either the CITY or COUNTY's parking program for a period of at least one year.
    b. 'Daily parking fee' means the required payment for a vehicle to park in a parking area
    c. 'Parking areas' means those public parking lots and beach approaches designated by the CITY or COUNTY that requires either payment of a daily parking fee or annual pass.
    d. 'Parking permit data' means real time access to query the validity of a parking permit, including necessary license plate information. This definition does not include access the Park Volusia parking permit software, customer personal data, or access to various payment, permit and enforcement software systems.
    e. Park Volusia means the COUNTY's current selected contractor providing the COUNTY with automated paid parking services for off-beach parking, including providing automatic license plate reader technology, as well as managing the COUNTY's paid parking program.

3. CITY Responsibilities:
    a. CITY shall provide COUNTY access to the parking permit data information from for each vehicle that has an annual pass with the CITY.CITY shall allow, or amend CITY's parking program to allow, those vehicles that have an annual pass with the COUNTY's parking program to park in all CITY parking areas during the normal hours of operation where parking is permitted.
    b. CITY shall update language on CITY's websites regarding registration of Annual passes.
    c. CITY shall update existing CITY parking signage to provide that Park Volusia permits are accepted in CITY lots.
    d. CITY will address and be responsible for all citations for parking violations within CITY parking areas.
    e. CITY shall be responsible for selecting the parking payment solution for its parking program. CITY agrees to inform COUNTY of any changes, or additions, to its parking payment solution ensuring that any new payment

solution provider can provide an efficient API for payment validation using license plate data.

4. COUNTY Responsibilities:
    a. COUNTY shall provide CITY with access to parking permit data information from each vehicle that has an annual pass with the COUNTY
    b. COUNTY shall allow, or amend COUNTY's parking program to allow, those vehicles that have an annual pass with the CITY's parking program to park in all COUNTY parking areas during the normal hours of operation where parking is permitted.
    c. COUNTY shall ensure Park Volusia notifies unregistered CITY Annual Pass Holder of the need to create online Park Volusia accounts prior to January 1, 2027. Through December 31, 2026, individual license plates of CITY Annual Pass Holder will be manually added to the Park Volusia system based on a manual review of the CITY records.
    d. COUNTY shall update language on Volusia.org, parkvolusia.org, and permits.parkvolusia.org websites regarding Annual Pass Holders.
    e. COUNTY shall address and be responsible for all citations of parking violations within COUNTY parking areas.
    f. COUNTY shall be responsible for selecting the parking payment solution for its parking program. COUNTY agrees to inform CITY of any changes, or additions, to its parking payment solution ensuring that any new payment solution provider can provide an efficient API for payment validation using license plate data.

5. PROTECTION OF CONFIDENTIAL INFORMATION
    a. Access to parking permit and payment data shall be used solely for the purpose of parking enforcement by current ordinance. Access to the data shall not be shared with any other entity without prior written permission.
    b. CITY and COUNTY shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

6. TERM AND EFFECTIVE DATE
    a. The effective date of this Agreement is upon the execution of this agreement by the last party.
    b. The Agreement shall remain in effect until terminated pursuant to Section 7 of this Agreement.

7. TERMINATION
    a. This Agreement may be terminated by a party providing one-hundred and eighty (180) days' written notice of termination to the other party.
    b. Those vehicles registered with an annual pass may continue to use the annual pass until the expiration of the pass; provided no renewals or automatic renewals are permitted. This sub-section survives termination of the Agreement.

8. NON-EMPLOYMENT
    a. Nothing in this agreement creates an employment or agency relationship between the COUNTY or the CITY.

9. SOVEREIGN IMMUNITY AND LIABILITY.
    a. NO WAIVER OF IMMUNITY. Pursuant to Section 768.28(19), Florida Statutes, neither the COUNTY nor CITY waives any defense of sovereign immunity, or increase of the limits of their liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence or to assume any liability for the other party's negligence. Each party to the Agreement expressly retains all rights, benefits, and immunities of the State of Florida, and particular with respect to Chapter 768, Florida Statutes.
    b. LIMITATION OF LIABILITY. Notwithstanding anything set forth in any article of this Agreement to the contrary, nothing in this Agreement shall be deemed a waiver of immunity or limits of liability of either party beyond any statutory limited wavier of immunity or limits of liability which may have been adopted by the Florida Legislature and any liability of either party for damages shall not exceed the statutory limits of liability regardless of the number or nature of any claim which may arise, including but not limited to, a claim sounding in tort, equity, or contract.
    c. NON-GUARANTEE OF UNINTERRUPTED ACCESS. Neither party can guarantee real time uninterrupted access to parking permit and payment data. The technology systems may experience periodic downtime where systems will be off-line or disruption of internet service will impact the ability to access data from time to time. Neither party shall be liable for any resulting loss of income as a result thereof.

10. INTERLOCAL AGREEMENT.
    a. STATUTE. Pursuant to Section 163.01, Florida Statutes, units of local government have the authority to enter interlocal agreements and exercise

jointly with any other public agency of the state any power, privilege, or authority which they share in common and which each might exercise separately.

b. INTERLOCAL AGREEMENT. This Agreement is deemed an interlocal agreement for purposes of section 163.01, Florida Statutes.

11. MULTIPLE-PARTS.
    a. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one in the same instrument.

12. MISCELLANEOUS.
    a. GOVERNING LAW AND VENUE. The Laws of the State of Florida shall govern this Agreement, and venue for any action to enforce the provision of this Agreement shall only be in the Circuit Court in and for Volusia County, Florida. Federal jurisdiction and venue, if applicable, shall only be in the Middle District of Florida, Orlando Division.
    b. NON-WAIVER. Nothing herein shall be construed as waiving any liability limits or other protections or immunities provided by common law or Florida law.
    c. MODIFICATIONS. No provision in this Agreement may be changed, altered, modified, or waived except in writing signed by both parties, which writing shall specifically reference this Agreement and the specific provision which the parties intend to modify or waive.
    d. COMPLETE AGREEMENT. This Agreement sets forth the entire understanding related to the matters set forth herein between the parties and supersedes any and all prior oral or written agreements, understanding, representations, or warranties between the parties, except as specified herein.
    e. SEVERABILITY AND ENFORCEABILITY. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction, such that it cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.
    f. TERMS. Common nouns and pronouns refer to the singular and plural, identity of the person or persons, firm, or corporation as the context requires. Any reference to statutes or laws will include all amendments, modifications, or replacements of the specific sections and provisions concerned.

g. HEADINGS. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

h. RECITALS. The paragraphs outlined in the Recitals are true and correct and made a part of this Agreement.

i. NOTICES. Notices, consents, and approvals, which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed addressed as follows:

County:	City:
County of Volusia ATTN: County Manager 123 West Indiana Avenue, Room 301 DeLand, Florida 32720-4613 With Copies to: County of Volusia ATTN: County Attorney 123 West Indiana Avenue, Room 301 Coastal Division Director 515 S. Atlantic Ave. Daytona Beach, Florida 32118 386-248-8072	City of New Smyrna Beach ATTN: City Manager 210 Sams Ave , New Smyrna Beach, Fl 32168 With Copies to: City of New Smyrna Beach ATTN: City Attorney 210 Sams Ave New Smyrna Beach Parking and Mobility Director 120 Flagler Ave New Smyrna Beach, FL 32168

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Agreement

ATTEST:

_____
George Recktenwald
County Manager

COUNTY OF VOLUSIA

_____
Jeffrey S. Brower
County Chair

Approved by:

_____
County Attorney's Office

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____, 20__, by Jeffrey S. Brower and George Recktenwald, as County Chair and County Manager, respectively, on behalf of the County of Volusia, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the county. They are [ ] personally known to me, or [ ] have produced _____ _____ as identification.

_____

Notary Public

ATTEST:

CITY OF NEW SMYRNA BEACH

_____
Kevin Cowper
City Manager

_____
Fred E. Cleveland
Mayor

Approved by:

_____
City Attorney's Office

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____, 20__, by _____ and _____, as Mayor and City Manager, respectively, on behalf of the City of New Smyrna Beach, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the city. They are [ ] personally known to me, or [ ] have produced _____ _____ as identification.

_____

Notary Public

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

CONSIDER THE APPROVAL OF A REAL ESTATE PURCHASE AGREEMENT FOR TURNBULL CREEK CONSERVATION LANDS OWNED BY JAMES E. STEWART REVOCABLE TRUST.

July 14, 2026

Background:

As part of the Turnbull Creek Master Plan and in an effort to meet the objectives of the 2018 $15 million Bond Referendum to acquire conservation properties within the Turnbull Creek Study area, Staff has negotiated and is presenting the attached purchase agreement for consideration. The property, owned by the James E. Stewart Revocable Trust, James E. Stewart, trustee, is located on the north side of Jungle Road, approximately 770 feet east of Turnbull Creek. The property consists of a single, 1.65-acre parcel that is an outparcel to the Turnbull Trace properties that were the first properties purchased through the Turnbull Creek Conservation Program in August 2019. A 2006 phasing plan for Turnbull Trace included this parcel, but it was excluded from later development plans. This parcel remained under separate ownership during the City's acquisition of the Turnbull Trace properties. See attached Exhibits 1 and 2.

The property was identified as Property #68 in the 2019 Turnbull Creek Parcel Evaluation and Prioritization Memo from S&ME, where it was ranked 19 out of 112 for Environmental Significance and 31/112 for Economic Development Potential. It was identified as a Priority 1 for acquisition by the Turnbull Creek Land Preservation Committee at their January 2026 special meeting.

The City had two independent appraisers appraise the property, Heffington & Associates of Daytona Beach, Florida, and Ronald Crouse of Edgewater, Florida. Heffington & Associates initially appraised the property at $6,930, based on the National Wetland Inventory map, which indicated that approximately 79% of the property is wetlands with the uplands behind the wetland, requiring crossing the wetland to develop the uplands (see attached Exhibit 3). Ronald Crouse appraised the property at $236,000, based on the approved Formal Wetland Determination for the adjacent Turnbull Trace Properties, which indicated that the National Wetland Inventory overestimated the wetlands on these properties (again, please refer to attached Exhibit 3). The City's Natural Resource Manager reviewed the property and found it indistinguishable from the adjacent properties, supporting the assumption that the National Wetland Inventory does not accurately map the wetlands on this property. Because of the discrepancy between appraised values and appraisal assumptions, a re-appraisal was requested from Heffington & Associates using the assumption that there are no wetlands on the parcel. The re-appraised value is$200,000, giving an average appraised value of $147,643

between the three appraisals and an average of $218,000 for the two appraisals that assumed no wetlands.

Mr. Stewart has agreed to a purchase price of $150,000.00.

The City's Natural Resource Manager conducted an environmental assessment of the site and observed no indications that there is more than a low probability that Recognized Environmental Conditions are present. The agreement contains provisions that the sellers will pay for the required Title Insurance. The City has the ability to terminate the agreement should the title be unsatisfactory.

Findings:

The property is located within the Turnbull Creek Study area. The agreed upon purchase price ($150,000.00) is 2% above the average of all three appraised value of ($147,643) and 31% below the average of the two appraisals that assumed no wetlands. Acquisition of this property will bring the total acreage of lands acquired through the Turnbull Acquisition program to 233.12 acres. Staff recommends approval of the agreement and authorization for the City Manager to execute all documents necessary to effectuate the acquisition of the properties.

Approve purchase of Turnbull Creek Property #68 (PID 7343-04-19-0130).

Fiscal Analysis:

The $150,000.00 purchase price will be paid from Turnbull Land Acquisition Bond Reserves. After this purchase there will be approximately $3.78 million in cash reserves.

Strategic Plan Item:

Yes

Staff Report Created By: Ralph Miller - Natural Resource Manager

Attachments:

James E. Stewart Revocable Trust 2-19-25 - Purchase and Sale Agreement.pdf
Exhibit 1 - Location.pdf
Exhibit 2 - Aerial Photo.pdf
Exhibit 3 - Wetlands.pdf

PURHASE AND SALE AGREEMENT

THIS AGREEMENT entered into this 15 day of May 2026, between James E. Stewart Revocable Trust 2-19-25, James E. Stewart, Trustee, whose mailing address is 3034 Orange Tree Drive, Edgewater, Florida 32141-6216 ("Seller"), and **CITY OF NEW SMRYNA BEACH**, whose address is 210 Sams Avenue, New Smyrna Beach, Florida 32168, ("Buyer").

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are as follows:

SELLER

James E. Stewart Revocable Trust 2-19-25
James E. Stewart, Trustee
3034 Orange Tree Drive
Edgewater, Florida 32141-6216

BUYER:

City of New Smyrna Beach
Kevin A. Cowper, City Manager
210 Sams Avenue
New Smyrna Beach, Florida 32168
Telephone: (386) 410-2600

With a copy to:

Carrie Avallone, City Attorney
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168
Telephone: (386) 410-2600
Email: cavallone@cityofnsb.com

Sharon Taylor-Harding, CMC, City Clerk
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168
Telephone: (386) 410-2631
Email: staylor-harding@cityofnsb.com

B. The property is more particularly described in Exhibit "A" attached hereto and incorporation herein by this reference (hereinafter referred to as the "Property"). The Property includes any and all improvements, fixtures, timber, water and minerals located thereon, and any and all appurtenant rights, including but not limited to, riparian rights, timber rights access rights and mineral rights.

C. Seller wishes to sell the Property to Buyer and Buyer wishes to purchase the property from Seller on the terms and conditions set forth in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **Purchase and Sale**. In consideration of an earnest money deposit by Buyer to Seller in the amount of One Hundred and 00/100 Dollars ($100.00) (the "Deposit") and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the Property on the terms and conditions set

forth in this Agreement. The Deposit paid above shall be credit toward the Purchase Price (as defined below). Seller shall return the Deposit to Buyer if the sale of the Property is not completed under this Agreement because of Seller's failure, refusal or inability to perform any of Seller's obligations under this Agreement.

2. **Inspection Period**. The period of time from the effective date of this Agreement through 11th day of August, 2026, shall constitute Buyer's inspection period (the "Inspection Period"). During the Inspection Period, Buyer, through its employees, agents and contractors may enter upon the Property for the purpose of making any inspections and investigations, as Buyer deems appropriate in order to assess the condition of the Property. During the Inspection Period, Buyer may, in its sole discretion, terminate this Agreement by delivering written notice to Seller, prior to the end of the Inspection Period if it deems the survey, status of title, or physical or environmental condition to be unacceptable to Buyer.

3. **Purchase Terms**.

   a. Price. The purchase price for the Property shall be One Hundred and Fifty Thousand and 00/100 Dollars ($150,000.00) (the "Purchase Price") minus any offset applied to surveys and/or environmental inspection completed by buyer.

   b. Method of Payment. The Purchase Price shall be paid at closing by cashier's or bank check or by wire transfer of immediately available funds, subject to credits, prorations and adjustments as provided in this Agreement.

4. **Closing**. In the event Buyer does not terminate this Agreement as permitted herein, the Closing shall take place on or before 28th of August, 2026, at a time and place mutually agreeable to the parties. The closing agent shall be Professional Title Agency, 313 Julia Street, New Smyrna Beach, Florida 32168.

The parties may arrange to close by mail.

Seller shall deliver to Buyer at closing the following documents prepared by Seller's counsel:

a. A special warranty deed to the Property meeting the requirements as to title of Section 6 below, together with a bill of sale for the personal property appurtenant to the Property, if any; and

b. An owner's affidavit attesting to the absence of mechanic's or materialmen's liens, boundary line disputes, proceedings involving Seller which might affect title to the Property, or parties in possession other than the Seller and such lessees or licensees as may be in possession pursuant to ground leases or licenses and meeting the requirements of Section 6, below; and

c. Such other instruments and documents as Buyer's counsel may reasonably request for the purpose of confirming proper and lawful execution and delivery of closing documents and conveyance of the Property to Buyer in accordance with this Agreement, and any of the requirements of the title insurer, including, without limitation, assignments of surviving leases and contracts affecting the Property; and

d. The closing statement.

Possession of the Property shall pass to Buyer at time of closing.

5. **Closing Expenses and Prorations**:

a. Buyer's expenses:

i. Buyer's attorney's fees;

ii. If Buyer obtains financing for this transaction, including financing by the Seller, Buyer shall pay any documentary or other taxes which may be payable on the promissory note, the mortgage or deed of trust, and the recording costs of UCC statements and other security instruments, if any.

b. Seller's expenses:

i. the cost of title examination, preparation of the title insurance commitment, the owner's title insurance premium, and all other costs associated with the preparation and delivery of the owner's title insurance policy, including the costs or fees of the title insurance agency or attorney;

ii. transfer or documentary taxes, if any, on the deed of conveyance;

iii. recording fees, and the cost of preparing all documents necessary to satisfy the requirements of the title insurance commitment or remove encumbrances on Seller's title; and

iv. Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of closing, based upon the current assessment and millage rates on the Property.

c. All other expenses, including, without limitation, attorneys' fees, shall be paid by the party incurring the same.

6. **Condition of Title**.

a. Within five (5) days of the effective date of this Agreement, Seller shall provide Buyer a commitment for an ALTA Owner's Title Insurance Policy insuring the marketable title of the Property from James E. Stewart Revocable Trust 2-19-25 and James E. Stewart, Trustee in the amount of the Purchase Price. At closing, the premium for the title insurance policy shall be paid by Seller.

b. Buyer may object to any matter of title that, in the opinion of Buyer, would constitute a title defect or render title unmarketable or uninsurable. Such objections to title shall be specified in writing and deliver to Seller with ten (10) days from the date of receipt of the title commitment by Buyer.

c. In the event Buyer timely notifies Seller of objections to title, Seller shall cure such title defects within thirty (30) days from receipt of notice.

d. If after the exercise of reasonable due diligence Seller is unable to make title to the Property such as is required by Buyer by the closing date, then Buyer shall have the right to:

i. terminate this Agreement, in which case all monies paid by Buyer in accordance with this Agreement shall be returned immediately to Buyer and the parties shall be relieved of any further obligations hereunder;

ii. extend the closing date for up to thirty (30) days to allow Seller additional time to make title to the Property such as is required by the terms of this Agreement; or

iii. elect to accept title to the Property in its existing condition.

7. **Buyer's Right of Entry and Survey**. Buyer may survey the property as it deems necessary, at its sole expense. The legal description in Exhibit "A" shall be changed, if necessary, to conform to the survey and to the requirements of the title commitment. If an accurate boundary survey by Buyer's surveyor discloses any state of facts which materially or adversely affect the insurability of marketability of the title to the Property, same shall be treated in the same manner as a title defect under Section 6 above.

8. **Hazardous Materials and Audit Remediation.** Buyer may conduct any environmental and hazardous materials surveys as it deems necessary, at its sole expense. In the event that a Phase 1 Audit final report states that there is more than a low probability that Recognized Environmental Conditions are present on or beneath the surface of the Property, or further investigation are necessary to determine whether Recognized Environmental Conditions are present ("Unsatisfactory Report"), Buyer may elect to terminate this Agreement by giving notice as required herein, in which event the Seller agrees to return to Buyer the Deposit, and thereafter the parties shall have no further obligations under this Agreement.

   Notwithstanding the foregoing, such notice of termination may be suspended by Buyer if Seller gives notice with ten (10) days of receipt of Buyer's notice of termination, that Seller agrees to promptly carry out, at Seller's sole expense, and with contractors selected or approved by Buyer, all further investigations and remediation of the Property as is necessary to make the Property acceptable to Buyer within a time period acceptable to Buyer. If Seller elects to carry out such further investigation or remediation, the inspection period shall be automatically extended until fifteen (15) days following Buyer's receipt of information from contractors that is satisfactory to Buyer, or letters of "no further action required" from the applicable regulatory agencies, indicating that either there is no more than a low probability that Recognized Environmental Conditions are present on or beneath the surface of the Property, or that the Property has been remediated to Buyer's satisfaction and complies with all governmental regulations.

9. **Representations and Warranties of Seller**. Seller represents and warrants to Buyer that Seller shall have good and marketable fee simple title to the Property by the time of closing. Seller has full power and authority to enter into this Agreement and to convey title to the Property in accordance with this Agreement. No one other than Seller will be in possession of, nor have any right of possession of, any portion of the Property at the time of conveyance to Buyer. If, before the conveyance to Buyer, Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to Buyer of those facts and information. If the facts which cause any warranty or representation to be inaccurate are not remedied before the date of conveyance to Buyer, Buyer may elect to either:

   a. Terminate this Agreement, in which case Buyer shall have no obligation to accept title to the Property, or

   b. Defer the closing date for a period of up to Thirty (30) days to permit Seller to remedy the problem.

10. **Seller's Promise to Remove Personal Property**. Prior to closing Seller promises to remove or cause to be removed from the Property, at Seller's sole cost and expense, any and all personal property and/or trash, rubbish or any other unsightly or offensive materials thereon, including, but not limited to, any tanks and hazardous substance in tanks, barrels, equipment, pipelines or other containers on the Property, provided that the cost of such removal does not exceed $1,000.

11. **Notices**. All notices pertaining to this Agreement shall be in writing delivered to the parties hereto by hand, email, first class mail, or courier service, in accordance with the information set forth in Recital "A."

12. **Binding on Successors**. This Agreement shall be binding not only upon the parties but also upon their respective heirs, personal representatives, assigns and other successors in interest.

13. **Remedies upon Default**. In the event that Seller defaults in the performance of any of Seller's obligations under this Agreement, Seller shall pay to Buyer the sum of One Thousand and 00/100 Dollars ($1,000.00) as full liquidated damages for Seller's default. In the event that Buyer defaults in the performance of any of Buyer's obligations under this Agreement, Buyer shall pay to Seller the sum of One Thousand and 00/100 Dollars ($1,000.00) as full liquidated damages for Buyer's default.

14. **Entire Agreement/Modification**. This Agreement shall not be modified or amended except by an instrument in writing, signed by or on behalf of both parties.

15. **Counterparts**. The Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall be deemed an original and which, together, shall constitute one and the same agreement.

16. **Effective Date**. As used herein, the terms "date of this Agreement," "date hereof," and "effective date of this Agreement" shall mean the date on which the last of the parties signs this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and sealed by its duly authorized signatory(ies) on he dates set forth below.

SEE FOLLOWING PAGES FOR SIGNATURES

SELLER:

Witness

James E. Stewart

Witness

05/18/2026

Date

BUYER:

_____
Witness

_____
Kevin Cowper, City Manager

_____
Date

_____
Witness

Approved as to form and legality

_____
By:

EXHIBIT "A'

LEGAL DESCRIPTION

Parcel ID Number: 7343-04-19-0130

Lots 13 through 18 inclusive, and Lots 31 through 37 inclusive, Block S, OLDFIELD MANOR, according to the plat thereof as recorded in Map Book 10, Page 243 of the Public Records of Volusia County, Florida.



8.B.

EXHIBIT 1 - LOCATION

Stewart

State of Florida, M



Legend

Acquired Parcels

Pending Acquisition

N
W E
S

0 10 20 40 Feet

8.B.

EXHIBIT 2 - AERIAL PHOTO

Stewart

State of Florida, M

NEW SMYRNA BEA



Legend

- Acquired Parcels
- Pending Acquisition
- NWI Wetland
- Turnbull Trace Flagged Wetland

N
W E
S

0 25 50 100 Feet

8.B.

EXHIBIT 3 - WETLANDS
Stewart

State of Florida, M

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

CONSIDER THE APPROVAL OF A REAL ESTATE PURCHASE AGREEMENT FOR TURNBULL CREEK CONSERVATION LANDS OWNED BY MICHAEL POLCZYNSKI AND ANN LISK [POLCYNSKI].

July 14, 2026

Background:

As part of the Turnbull Creek Master Plan and in an effort to meet the objectives of the 2018 $15 million Bond Referendum to acquire conservation properties within the Turnbull Creek Study area, Staff has negotiated and is presenting the attached purchase agreement for consideration. The property, owned by Michael Polczynski and Ann Lisk [Polcynski], is located at 835 Bay Drive, between Bay Drive and Turnbull Creek on the west side of Turnbull Creek. The property consists of a single, 2.59-acre parcel with approximately 2.00 acres landward of the creek, measuring approximately 444 feet (east/west) by approximately 188 feet (north/south) with an additional approximately 0.58 acres within the river. The property has approximately 222 linear feet of Turnbull Creek shoreline and 235 linear feet of Bay Drive Frontage. This parcel represents the first parcel to be purchased north of Pioneer Trail. See attached Exhibits 1 and 2.

The property was identified as Property #37 in the 2019 Turnbull Creek Parcel Evaluation and Prioritization Memo from S&ME, where it was ranked 28 out of 112 for Environmental Significance and 63/112 for Economic Development Potential. It was identified as a Priority 2 for acquisition by the Turnbull Creek Land Preservation Committee at their January 2026 special meeting. Because of its location along the creek with a relatively clean edge along the creek, this property is being prioritized as a site for potential kayak/canoe/paddleboard launch for public access to the braided reach of the Turnbull Creek. Because the property historically was used as a mobile home site, it is largely sodded with little biodiversity. In conjunction with construction of a kayak/canoe/paddleboard launch, it is anticipated that much of the property will be restored as wetlands and reforested as uplands, please refer to the conceptual plan attached as Exhibit 3.

The City had two independent appraisers appraise the property, Heffington & Associates of Daytona Beach, Florida, and Ronald Crouse of Edgewater, Florida. Heffington & Associates appraised the property at $400,000 and Ronald Crouse assessed it at $539,000, for an average appraised value of $469,500.

Mr. Polczynski and Ms. Lisk have agreed to a purchase price of $450,000.

The City's Natural Resource Manager conducted an environmental assessment of the site and observed no indications that there is more than a low probability that Recognized Environmental Conditions are present. The agreement contains provisions that the sellers will pay for the required Title Insurance. The City has the ability to terminate the agreement should the title be unsatisfactory.

There is an existing mobile home on the property. The Public Works Director and Leasure Services Director have evaluated the mobile home for possible relocation for use on another city property.

Findings:

The property is located within the Turnbull Creek Study Area. The proposed purchase price ($450,000) is 4.2% below the average value of the appraisals ($469,500). Acquisition of this property will bring the total acreage of lands acquired through the Turnbull Acquisition program to 235.71 acres. Staff recommends approval of the agreement and authorization for the City Manager to execute all documents necessary to effectuate the acquisition of the properties.

Fiscal Analysis:
The $450,000.00 purchase price will be paid from Turnbull Land Acquisition Bond Reserves. After the acquisition of this property, there will be approximately $3.33 million in cash reserves.

There are state and federal grants available to construct the kayak/canoe/paddleboard launch/chute and tree mitigation funds along with potential Soil and Water Conservation District funding in conjunction with their Urban Reforestation Initiative to restore the wetland and to reforest the uplands.

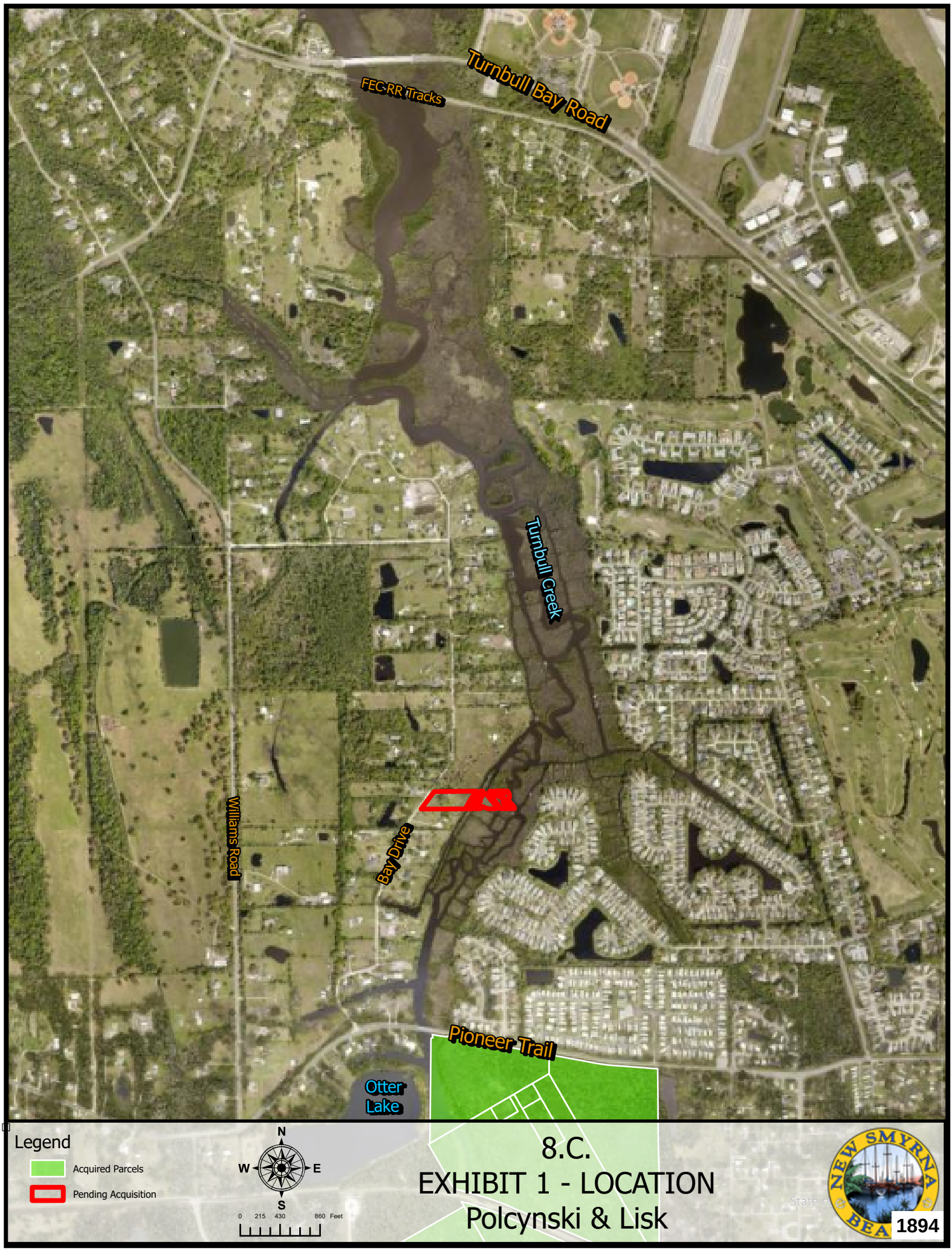
Approve purchase of Turnbull Creek Property #37 (PID 7313-00-00-0195).

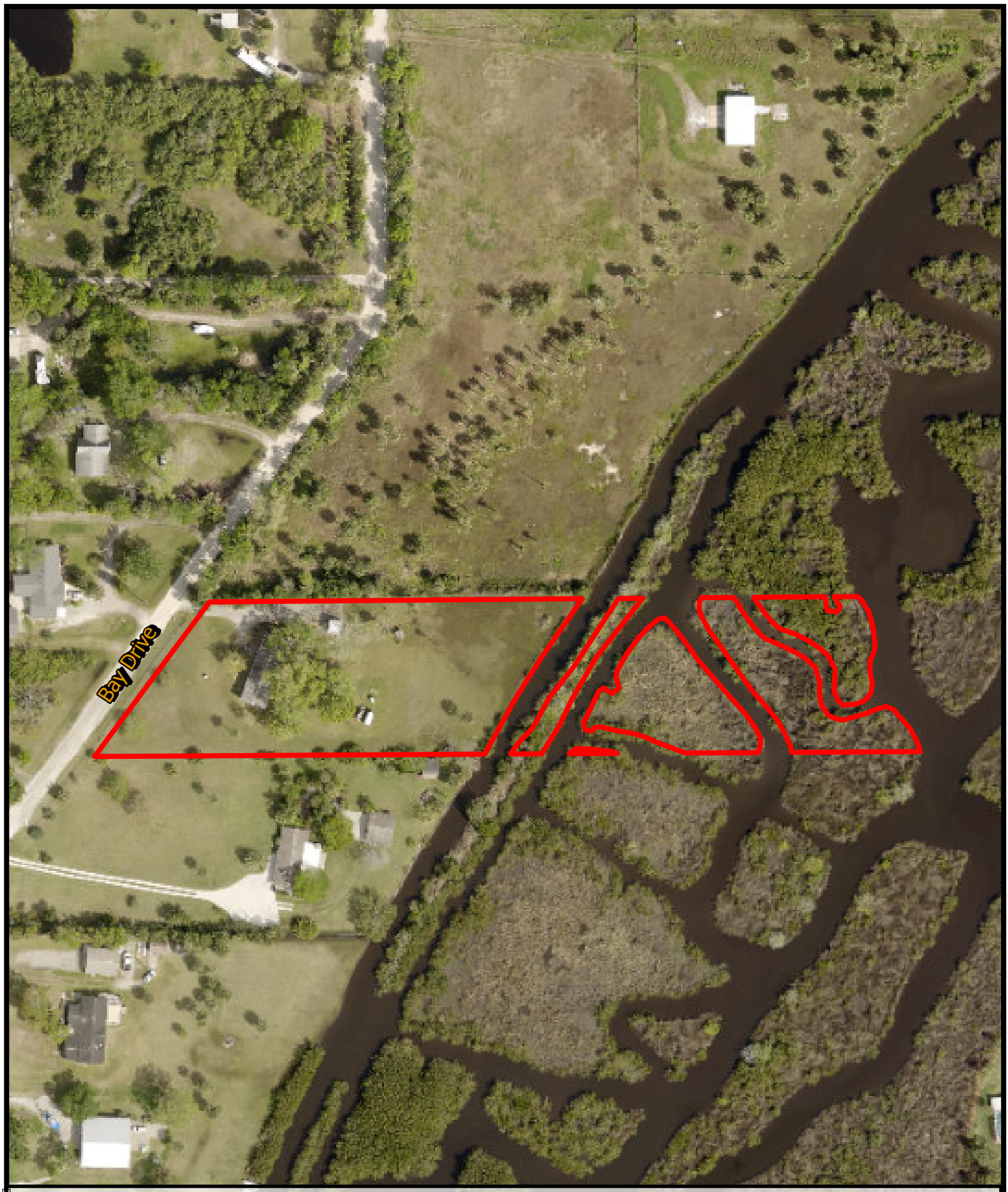
Strategic Plan Item:
Yes

Staff Report Created By: Ralph Miller - Natural Resource Manager

Attachments:

Exhibit 1 - Location.pdf
Exhibit 2 - Aerial Photo.pdf
Exhibit 3 - Conceptual Plan.pdf
2026-05-29 Purchase & Sale Agreement (Michael Polczynski and Ann Lisk).pdf


Turnbull Bay Road
FEC-RR Tracks
Turnbull Creek
Williams Road
Bay Drive
Pioneer Trail
Otter Lake
Legend
Acquired Parcels
Pending Acquisition
N
W
E
S
0 215 430 860 Feet
8.C.
EXHIBIT 1 - LOCATION
Polcynski & Lisk
NEW SMYRNA BEACH
1894



Legend

Acquired Parcels

Pending Acquisition

N

W E

S

0 25 50 100 Feet

8.C.

EXHIBIT 2 - AERIAL PHOTO

Polcynski & Lisk

State of Florida, M

NEW SMYRNA BEA

1895



8.C.
EXHIBIT 3 - CONCEPTUAL PLAN
Polcynski & Lisk

1896

PURHASE AND SALE AGREEMENT

THIS AGREEMENT entered into this 29 day of May 2026, between Michael Polczynski and Ann Lisk, whose mailing address is 2609 Clemson Road, Jacksonville, Florida 32217 ("Seller"), and **CITY OF NEW SMRYNA BEACH**, whose address is 210 Sams Avenue, New Smyrna Beach, Florida 32168, ("Buyer").

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are as follows:

SELLER

Michael Polczynski and Ann Lisk
2609 Clemson Road
Jacksonville, Florida 32217

BUYER:

City of New Smyrna Beach
Kevin A. Cowper, City Manager
210 Sams Avenue
New Smyrna Beach, Florida 32168
Telephone: (386) 410-2600

With a copy to:

Carrie Avallone, City Attorney
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168
Telephone: (386) 410-2600
Email: cavallone@cityofnsb.com

Sharon Taylor-Harding, CMC, City Clerk
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168
Telephone: (386) 410-2631
Email: staylor-harding@cityofnsb.com

B. The property is more particularly described in Exhibit "A" attached hereto and incorporation herein by this reference (hereinafter referred to as the "Property"). The Property includes any and all improvements, fixtures, timber, water and minerals located thereon, and any and all appurtenant rights, including but not limited to, riparian rights, timber rights access rights and mineral rights.

C. Seller wishes to sell the Property to Buyer and Buyer wishes to purchase the property from Seller on the terms and conditions set forth in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **Purchase and Sale**. In consideration of an earnest money deposit by Buyer to Seller in the amount of One Hundred and 00/100 Dollars ($100.00) (the "Deposit") and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the Property on the terms and conditions set

forth in this Agreement. The Deposit paid above shall be credit toward the Purchase Price (as defined below). Seller shall return the Deposit to Buyer if the sale of the Property is not completed under this Agreement because of Seller's failure, refusal or inability to perform any of Seller's obligations under this Agreement.

2. **Inspection Period**. The period of time from the effective date of this Agreement through 11th day of August, 2026, shall constitute Buyer's inspection period (the "Inspection Period"). During the Inspection Period, Buyer, through its employees, agents and contractors may enter upon the Property for the purpose of making any inspections and investigations, as Buyer deems appropriate in order to assess the condition of the Property. During the Inspection Period, Buyer may, in its sole discretion, terminate this Agreement by delivering written notice to Seller, prior to the end of the Inspection Period if it deems the survey, status of title, or physical or environmental condition to be unacceptable to Buyer.

3. **Purchase Terms**.

   a. Price. The purchase price for the Property shall be Four Hundred and Fifty Thousand and 00/100 Dollars ($450,000.00) (the "Purchase Price") minus any offset applied to surveys and/or environmental inspection completed by buyer.

   b. Method of Payment. The Purchase Price shall be paid at closing by cashier's or bank check or by wire transfer of immediately available funds, subject to credits, prorations and adjustments as provided in this Agreement.

4. **Closing**. In the event Buyer does not terminate this Agreement as permitted herein, the Closing shall take place on or before 28th of August, 2026, at a time and place mutually agreeable to the parties. The closing agent shall be Coronado Law Group, PLLC, 221 N. Causeway, Ste. A, New Smyrna Beach, Florida 32169.

The parties may arrange to close by mail.

Seller shall deliver to Buyer at closing the following documents prepared by Seller's counsel:

a. A special warranty deed to the Property meeting the requirements as to title of Section 6 below, together with a bill of sale for the personal property appurtenant to the Property, if any; and

b. An owner's affidavit attesting to the absence of mechanic's or materialmen's liens, boundary line disputes, proceedings involving Seller which might affect title to the Property, or parties in possession other than the Seller and such lessees or licensees as may be in possession pursuant to ground leases or licenses and meeting the requirements of Section 6, below; and

c. Such other instruments and documents as Buyer's counsel may reasonably request for the purpose of confirming proper and lawful execution and delivery of closing documents and conveyance of the Property to Buyer in accordance with this Agreement, and any of the requirements of the title insurer, including, without limitation, assignments of surviving leases and contracts affecting the Property; and

d. The closing statement.

Possession of the Property shall pass to Buyer at time of closing.

5. **Closing Expenses and Prorations**:

a. Buyer's expenses:

i. Buyer's attorney's fees;

ii. If Buyer obtains financing for this transaction, including financing by the Seller, Buyer shall pay any documentary or other taxes which may be payable on the promissory note, the mortgage or deed of trust, and the recording costs of UCC statements and other security instruments, if any.

b. Seller's expenses:

i. the cost of title examination, preparation of the title insurance commitment, the owner's title insurance premium, and all other costs associated with the preparation and delivery of the owner's title insurance policy, including the costs or fees of the title insurance agency or attorney;

ii. transfer or documentary taxes, if any, on the deed of conveyance**;**

iii. recording fees, and the cost of preparing all documents necessary to satisfy the requirements of the title insurance commitment or remove encumbrances on Seller's title; and

iv. Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of closing, based upon the current assessment and millage rates on the Property.

c. All other expenses, including, without limitation, attorneys' fees, shall be paid by the party incurring the same.

6. **Condition of Title**.

a. Within five (5) days of the effective date of this Agreement, Seller shall provide Buyer a commitment for an ALTA Owner's Title Insurance Policy insuring the marketable title of the Property from Michael Polczynski and Ann Lisk Polczynski in the amount of the Purchase Price. At closing, the premium for the title insurance policy shall be paid by Seller.

b. Buyer may object to any matter of title that, in the opinion of Buyer, would constitute a title defect or render title unmarketable or uninsurable. Such objections to title shall be specified in writing and deliver to Seller with ten (10) days from the date of receipt of the title commitment by Buyer.

c. In the event Buyer timely notifies Seller of objections to title, Seller shall cure such title defects within thirty (30) days from receipt of notice.

d. If after the exercise of reasonable due diligence Seller is unable to make title to the Property such as is required by Buyer by the closing date, then Buyer shall have the right to:

i. terminate this Agreement, in which case all monies paid by Buyer in accordance with this Agreement shall be returned immediately to Buyer and the parties shall be relieved of any further obligations hereunder;

ii. extend the closing date for up to thirty (30) days to allow Seller additional time to make title to the Property such as is required by the terms of this Agreement; or

iii. elect to accept title to the Property in its existing condition.

7. **Buyer's Right of Entry and Survey**. Buyer may survey the property as it deems necessary, at its sole expense. The legal description in Exhibit "A" shall be changed, if necessary, to conform to the survey and to the requirements of the title commitment. If an accurate boundary survey by Buyer's surveyor discloses any state of facts which materially or adversely affect the insurability of marketability of the title to the Property, same shall be treated in the same manner as a title defect under Section 6 above.

8. **Hazardous Materials and Audit Remediation.** Buyer may conduct any environmental and hazardous materials surveys as it deems necessary, at its sole expense. In the event that a Phase 1 Audit final report states that there is more than a low probability that Recognized Environmental Conditions are present on or beneath the surface of the Property, or further investigation are necessary to determine whether Recognized Environmental Conditions are present ("Unsatisfactory Report"), Buyer may elect to terminate this Agreement by giving notice as required herein, in which event the Seller agrees to return to Buyer the Deposit, and thereafter the parties shall have no further obligations under this Agreement.

   Notwithstanding the foregoing, such notice of termination may be suspended by Buyer if Seller gives notice with ten (10) days of receipt of Buyer's notice of termination, that Seller agrees to promptly carry out, at Seller's sole expense, and with contractors selected or approved by Buyer, all further investigations and remediation of the Property as is necessary to make the Property acceptable to Buyer within a time period acceptable to Buyer. If Seller elects to carry out such further investigation or remediation, the inspection period shall be automatically extended until fifteen (15) days following Buyer's receipt of information from contractors that is satisfactory to Buyer, or letters of "no further action required" from the applicable regulatory agencies, indicating that either there is no more than a low probability that Recognized Environmental Conditions are present on or beneath the surface of the Property, or that the Property has been remediated to Buyer's satisfaction and complies with all governmental regulations.

9. **Representations and Warranties of Seller**. Seller represents and warrants to Buyer that Seller shall have good and marketable fee simple title to the Property by the time of closing. Seller has full power and authority to enter into this Agreement and to convey title to the Property in accordance with this Agreement. No one other than Seller will be in possession of, nor have any right of possession of, any portion of the Property at the time of conveyance to Buyer. If, before the conveyance to Buyer, Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to Buyer of those facts and information. If the facts which cause any warranty or representation to be inaccurate are not remedied before the date of conveyance to Buyer, Buyer may elect to either:

   a. Terminate this Agreement, in which case Buyer shall have no obligation to accept title to the Property, or

   b. Defer the closing date for a period of up to Thirty (30) days to permit Seller to remedy the problem.

10. **Seller's Promise to Remove Personal Property**. Prior to closing Seller promises to remove or cause to be removed from the Property, at Seller's sole cost and expense, any and all personal property and/or trash, rubbish or any other unsightly or offensive materials thereon, including, but not limited to, any tanks and hazardous substance in tanks, barrels, equipment, pipelines or other containers on the Property, provided that the cost of such removal does not exceed $1,000.

11. **Notices**. All notices pertaining to this Agreement shall be in writing delivered to the parties hereto by hand, email, first class mail, or courier service, in accordance with the information set forth in Recital "A."

12. **Binding on Successors**. This Agreement shall be binding not only upon the parties but also upon their respective heirs, personal representatives, assigns and other successors in interest.

13. **Remedies upon Default**. In the event that Seller defaults in the performance of any of Seller's obligations under this Agreement, Seller shall pay to Buyer the sum of One Thousand and 00/100 Dollars ($1,000.00) as full liquidated damages for Seller's default. In the event that Buyer defaults in the performance of any of Buyer's obligations under this Agreement, Buyer shall pay to Seller the sum of One Thousand and 00/100 Dollars ($1,000.00) as full liquidated damages for Buyer's default.

14. **Entire Agreement/Modification**. This Agreement shall not be modified or amended except by an instrument in writing, signed by or on behalf of both parties.

15. **Counterparts**. The Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall be deemed an original and which, together, shall constitute one and the same agreement.

16. **Effective Date**. As used herein, the terms "date of this Agreement," "date hereof," and "effective date of this Agreement" shall mean the date on which the last of the parties signs this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and sealed by its duly authorized signatory(ies) on he dates set forth below.

SEE FOLLOWING PAGES FOR SIGNATURES

SELLER:

Witness

Michael Porczynski

5/29/26
Date

Witness

Witness

Ann Lisk

5/29/26
Date

Witness

State of Florida
County of Duval
Sworn to and subscribed to me
by means of X physical presence
or ___ online notarization
this 29th day of May 2026.

Personally Known ___
or Produced I.D. X
Type of I.D. FL Driver License

NOTARY PUBLIC STATE OF FLORIDA

ZACHARY R. WILSON
Commission # HH 638849
Expires February 10, 2029

BUYER:

_____
Witness

_____
Kevin Cowper, City Manager

_____
Date

_____
Witness

Approved as to form and legality

_____
By:

EXHIBIT “A’

LEGAL DESCRIPTION

Parcel ID Number: 7313-00-00-0195

Property in the Northwest one-quarter (1/4) of the Northwest one-quarter (1/4) of Section 13, Township 17 South, Range 33 East, described as follows: Commence at the Northwest corner of said Northwest one-quarter (1/4) of the Northwest one quarter (1/4); thence N 89° 50' 00" E, along the North line of said Northwest one-quarter (1/4) of the Northwest one-quarter (1/4), 743.28 feet; thence South and parallel to the West line of Northwest one-half (1/2) of the Northwest one-quarter (1/4), 650 feet; thence S. 36° 01' 30" W, 385 feet for the Point of Beginning; thence S 36° 01' 00" W, 205.6 feet; thence N 89° 50' E, 780 feet to the centerline of Turnbull Creek; thence Northerly along said centerline to a point which is N 89° 50' E, 791.88 feet from the point of beginning; thence S 89° 30' W, 791.88 feet to the point of beginning.

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

CONDUCT A QUASI-JUDICIAL HEARING TO CONSIDER APPLICATION NO. HTR -3-26. HISTORIC TREE REMOVAL FOR ONE 38.5" LIVE OAK TREE ON A SINGLE FAMILY RESIDENTIAL LOT AT 1206 S. RIVERSIDE DRIVE.

July 14, 2026

Background:

Applicant and Property: Paul O'Donnell, 1121 The Shores Drive Corsicana, TX. 75109

Request: Approval to remove one 38.5" historic tree

Site Information: Single family lot on Riverside Dr. with existing home built in 1940

Tax ID #: 744404000020

Exhibits:

Exhibit A: Location Map
Exhibit B: Aerial Map
Exhibit C: Property Survey
Exhibit D:Arbor Report
Exhibit E:Applicant Request Letter
Exhibit F: Insurance Letter
Exhibit G:Photos

Findings:

Pursuant to Section 604.051, *Tree Preservation*, of the City's Land Development Regulations (LDR), any tree measuring 36 inches diameter at breast height (DBH) or greater is classified as a Historic Tree. Historic Trees in all zoning districts may be removed only upon issuance of a tree removal permit granted by the City Commission at a quasi-judicial public hearing, following a finding that the evidence presented is more compelling for removal than for preservation of the tree. Petitioners wishing to obtain a permit for Historic Tree removal must show the following:

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.

The subject request involves a 38.5-inch DBH Live Oak (*Quercus virginiana*) located in close proximity to the existing single-family residence and leaning over the structure. The applicant recently purchased the property with the intent to renovate and occupy the home. Due to the tree's location and lean over the residence, the applicant retained an arborist to evaluate the tree's condition and associated risk. The arborist report, included as Exhibit D, identifies the tree as presenting an overall moderate risk and provides three potential risk mitigation options.

Arborist Risk Assessment

The arborist report identifies the following risk factors for the subject tree:

Likelihood of Failure: Possible

Likelihood of Impact: High

Consequences of Failure: Significant

Potential Target: Home

Overall Risk Rating: Moderate for the home

Risk Mitigation Options

1. Prune the tree to reduce the length of lateral branches and overall tree height by 30 percent. Reducing the height and lateral branch length over target areas could reduce the risk rating from **Moderate** to **Low**.
2. Take no immediate action and continue to monitor the tree through regular inspections.
3. Remove the tree, which would eliminate the identified risk associated with the tree.

The property owner also provided correspondence from an insurance provider, Exhibit

F, indicating that the current condition of the tree, as documented in the arborist report, would hinder the insurability of the home. Staff contacted the provider to determine whether mitigation option #1, which involves pruning the tree, would create a more favorable circumstance for the property owner. The provider indicated that, due to the tree's amount of lean over the structure and proximity of the tree trunk and root system to the structure, it could not guarantee that pruning would change the determination regarding insurability.

Recommendation:

Based on the arborist's assessment, the tree presents a moderate overall risk to the residence, with a high likelihood of impact and significant consequences of failure. While pruning may reduce the risk rating from moderate to low, the information provided by the insurance provider indicates that pruning may not resolve the owner's insurability concerns. For these reasons, staff determines that criteria number four, other extraordinary circumstance or hardship where the applicant has demonstrated that no other feasible option exists to preserve the tree, has been met.

Staff recommends the the City Commission approve the requested historic tree removal at 1206 S. Riverside Dr.

Fiscal Analysis:
N/A

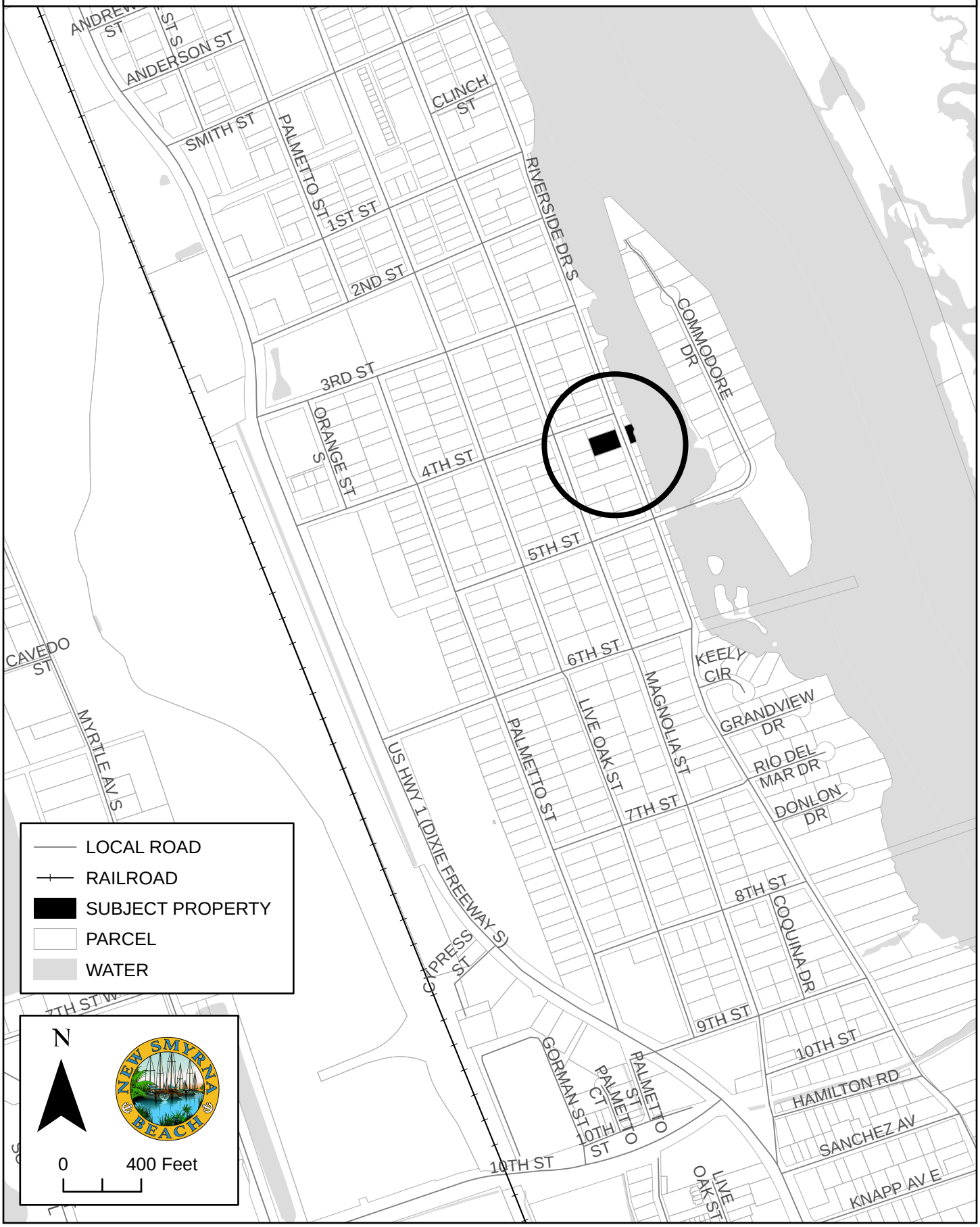
Strategic Plan Item:
No

Staff Report Created By: Stephanie Doster

Attachments:

Exhibit A Location Map
Exhibit B Aerial Map
Exhibit C Property Survey
Exhibit D Arbor Report
Exhibit E Applicant Request Letter
Exhibit F Insurance Letter
Exhibit G Photos

HTR-03-26: 1206 S. RIVERSIDE DRIVE
PARCEL: 7444-04-00-0020 LOCATION MAP



HTR-03-26: 1206 S. RIVERSIDE DRIVE
PARCEL: 7444-04-00-0020 AERIAL MAP



Boundary Survey

LEGAL DESCRIPTION: LOT 2 AND THE NORTH 47.5 FEET OF LOT 3, GRANDVIEW ADDITION, AS PER MAP RECORDED IN MAP BOOK 6, PAGE 115, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH ANY AND ALL RIPARIAN RIGHTS THEREUNTO APPERTAINING.



1206 SOUTH RIVERSIDE DRIVE
NEW SMYRNA BEACH, FL.

GLENN D. STORCH, P.A.

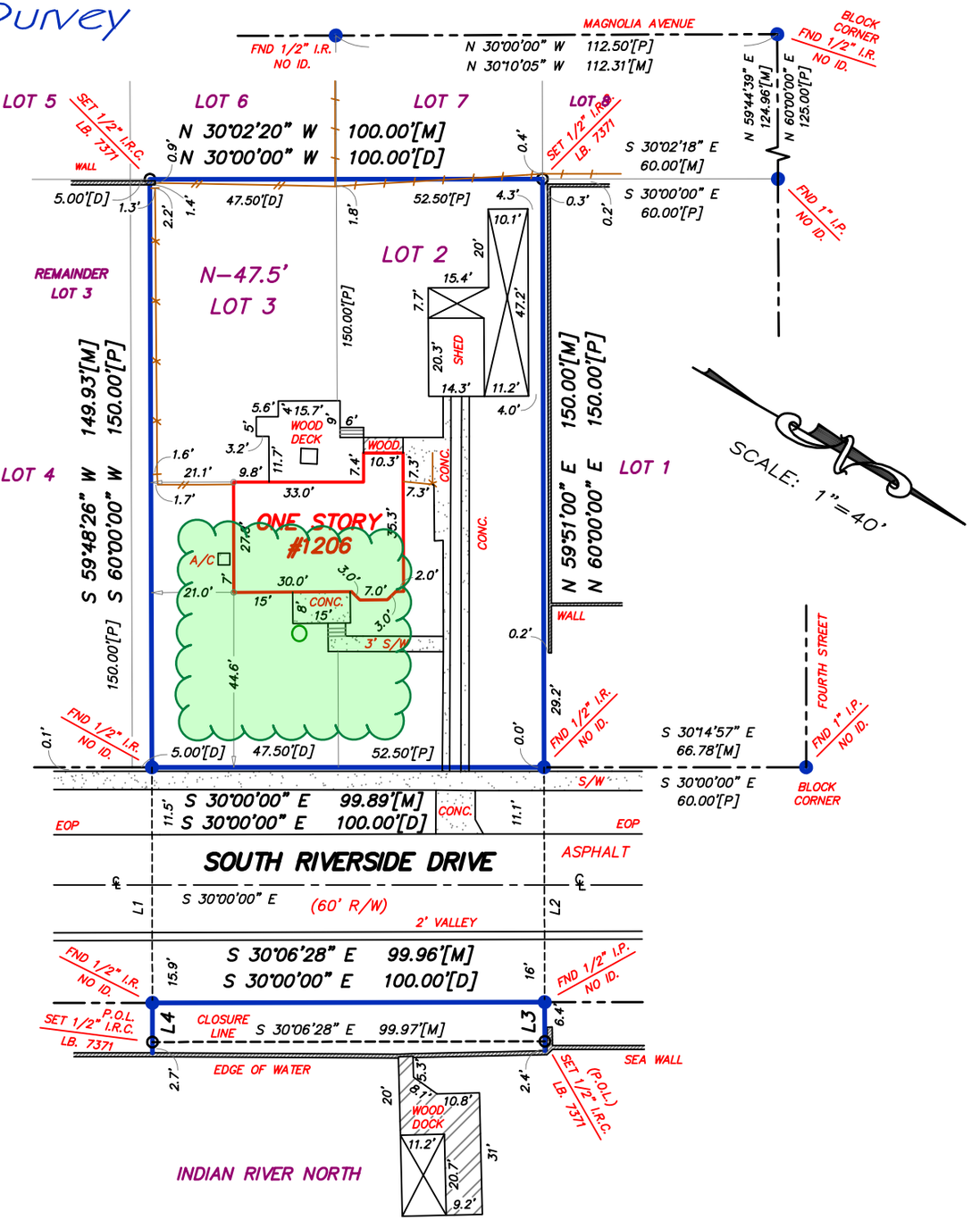
POINTS OF INTEREST

DRAWN BY:	CHECKED BY:
KZR SG	BRETT

CERTIFIED TO:
PAUL G. O'DONNELL, KIMMARIE O'DONNELL
GLENN D. STORCH, P.A.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMUNITY NO: 125132
PANEL: 0543 SUFFIX: J F.I.R.M. DATE: 09/29/17
FLOOD ZONE: X/AE

SURVEY NO. 146255 FIELD DATE: 04/24/26



LINE TABLE [P]		
LINE	LENGTH	BEARING
L1	60.00'	S 60°00'00" W
L2	60.00'	N 60°00'00" E

LINE TABLE [M]		
LINE	LENGTH	BEARING
L1	60.06'	S 59°53'14" W
L2	59.87'	N 59°49'18" E
L3	10.00'	N 59°49'18" E
L4	10.00'	S 59°53'14" W

A/C – AIR CONDITIONER
A.E. – ACCESS EASEMENT
B.C. – BLOCK CORNER
BLK – BLOCK
C.B. – CONCRETE BLOCK
C.B.S. – CONCRETE BLOCK STRUCTURE
C.M. – CONCRETE MONUMENT
CONC. – CONCRETE
D – DEED
D.E. – DRAINAGE EASEMENT
E.O.P. – EDGE OF PAVEMENT
F.C.C. – FOUND CROSS CUT
F.F.E. – FINISHED FLOOR ELEVATION
FND – FOUND
ID. – IDENTIFICATION
I.P. – IRON PIPE
I.R. – IRON ROD
I.R.C. – IRON ROD & CAP
L – ARC LENGTH
L.B. – LAND SURVEYING BUSINESS
L.S. – LAND SURVEYOR
L.E. – LANDSCAPE EASEMENT
M – MEASURED
M.E. – MAINTENANCE EASEMENT
N&D – NAIL AND DISK
P – PLAT
P.E. – PEDESTRIAN EASEMENT
P.C. – POINT OF CURVATURE
P.C.C. – POINT OF COMPOUND CURVATURE
P.C.P. – PERMANENT CONTROL POINT
P.I. – POINT OF INTERSECTION
PK NAIL – PARKER-KALON COMPANY NAIL
P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT
P.O.L. – POINT ON LINE
P.R.C. – POINT OF REVERSE CURVE
P.R.M. – PERMANENT REFERENCE MONUMENT
P.D.A.E. – PRIVATE DRAINAGE AND ALLEY EASEMENT
P.T. – POINT OF TANGENT
R – RADIUS
R.P. – RADIAL POINT
R/W – RIGHT OF WAY
S/W – SIDEWALK
U.E. – UTILITY EASEMENT
W.F.S. – WOOD FRAME STRUCTURE

RIGHT-OF-WAY LINE
℄ CENTERLINE
X BARB WIRE FENCE
// WOOD FENCE
CHAIN LINK FENCE
PLASTIC FENCE

BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF SOUTH RIVERSIDE DRIVE BEING S 30°00'00" E ASSUMED

NOTES:
1) This survey is based on the legal description as provided by the Client
2) This Surveyor has not abstracted the land shown hereon for easements, rights of way or restrictions of record which may affect the title or use of the land
3) Do not reconstruct property lines from building ties
4) No footing or overhangs have been located except as shown
5) No improvements or utilities have been located except as shown
6) Not valid without a signature and the authenticated electronic seal or the original raised seal of a Florida licensed Surveyor and Mapper

Long Surveying, Inc.
1061 S. Sun Dr. Ste. #1113
Lake Mary, FL 32746
Office 407-330-9717 Text 321-245-6342

Certification: I certify that this survey was made under my direction and that it meets the minimum technical standards set forth by the Board of Professional Land Surveyors and Mappers in Chapter 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

LOUIS RAMIREZ CERTIFICATE NO. 6304 STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR & MAPPER

Arbor Report
May 1, 2026

Paul O'Donnell
200 Basin Bayou Dr.
Panama City Beach, Florida

Re: Tree Health and Risk Assessment for one (1) live oak (*Quercus virginiana*).

Scope:

Services were retained to assess the health and risk for one (1) tree located at 1206 S. Riverside Dr., New Smyrna Beach, Fl. (Figure 1).

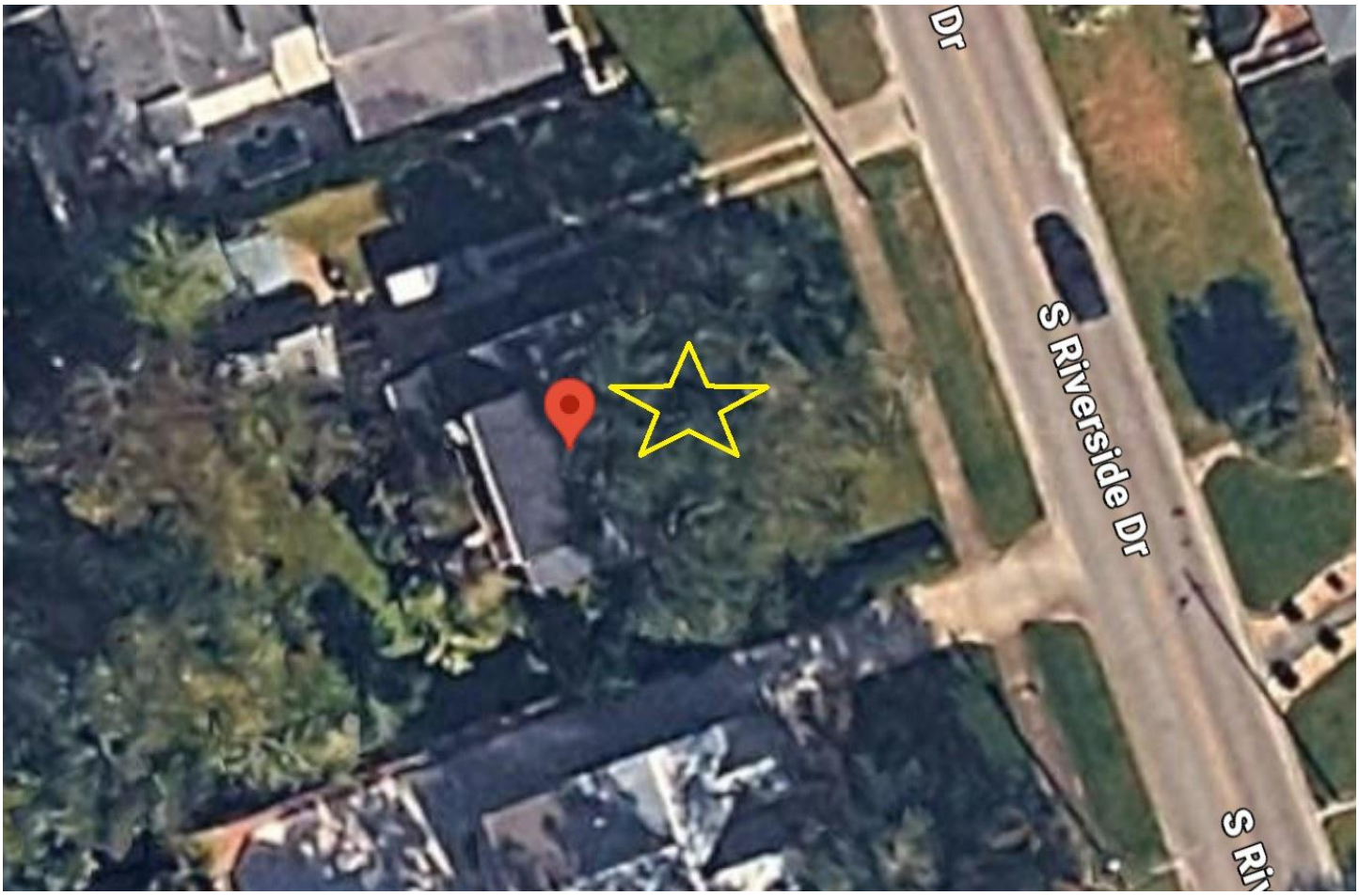


Figure 1. Aerial view and tree location.

This tree was identified to species and visually inspected using a **Level 2, Tree Risk Assessment (Ground Based Visual Inspection)** as defined by the **International Society of Arboriculture (ISA)**. A **Level 2, Tree Risk Assessment** type of evaluation includes an on-site, 360-degree view of the tree from the ground to inspect the trunk, root crown and above-ground roots. This type of assessment looks for visual signs of decay, pests, disease and structural defects.

This tree was measured for Diameter at Breast Height (DBH) using a standard forestry DBH tape or field calipers. Tree height was estimated using a clinometer and / or tangent height gauge. **Live Crown Ratio** (LCR) was estimated using aerial imagery, ground observation and / or a convex spherical densiometer. LCR is a

useful measurement to indicate tree vigor using a ratio of crown length to total tree height or the percentage of a tree's total height that has foliage.

Risk and liability determinations include location to potential targets such as building structures, automobiles, streets, sidewalks, and nearby utilities. The **Level 2 Inspection** is used to help determine three main categories of risk: **Likelihood of Failure** (Imminent, Probable, Possible, and Improbable), **Likelihood of Impact** (High, Medium, Low, Very Low), and **Consequences of Failure** (Severe, Significant, Minor, Negligible). Together, these three risk categories can be used to help the property owners in making decisions for pruning and / or removal.

Observations / Discussion:

This tree is approximately 45' tall with a DBH of 38.5" and a LCR of around 50%. This tree grows directly in front of the home, and the main stem is almost touching the front concrete porch. The tree is heaved over at about 30 degrees. This tree is considered a Historic Tree as defined by the City of New Smyrna Beach code:

> *Historic tree.* Any tree, exclusive of those found on the Florida Exotic Pest Plan Council list, 36 inches DBH or greater or tree in the city selected and duly designated a Florida State Champion, United States Champion or a World Champion by the American Forestry Association shall likewise be considered an historic tree, or any other tree designated by the city commission to be of such unique and intrinsic value to the general public because of its size, age, historic association, or ecological value as to justify classification as a historic tree.

Heaving is the result of a tree being pushed by extreme forces such as wind or by heavy equipment. When the soil becomes over-saturated during heavy rains or tropical storm events, tree roots lose their holding capacity. The root mat and soil around the main stem, opposite of the heaving angle, will have an elevated appearance or is completely separated out of the ground. **Windthrow** are trees that have been completely uprooted.

The new property owner of this home plans to remodel the home and make repairs to the front of the home and wishes to remove this tree to eliminate the risk of it failing and impacting the home during a tropical storm or high wind event. This tree poses an unacceptable risk for the homeowner. Height reduction pruning is not a practical solution for this tree. Reducing the height and lateral limbs to lower the overall risk rating would remove most of the living canopy of the tree. Pruning would not alleviate issues being caused by the roots to the front foundation of the home. The property owner is seeking a permit and / or variance to remove this tree.

Tree risk assessment does not consider root impacts to infrastructure in the ratings and only documents these impacts in this report. Cutting away lateral roots, grinding, and excavating beside this tree could cause it to be poorly anchored and unstable, increasing the overall risk rating. Removing these trees is the only practical solution for the homeowner.

Any tree can fail under extreme weather events such as hurricanes and tornadoes. The following risk categories are standardized ratings that follow the **International Society of Arboriculture, Tree Risk Assessment Guidelines**. These ratings are based on available targets in which the tree could impact if it were to fail. The **Likelihood of Failure** rating in this report is for a 2-year time frame from the date of inspection.

Conclusion / Risk Ratings:
The categories of risk for this tree:
Likelihood of Failure – Possible
Likelihood of Impact – High
Consequences of Failure – Significant
Potential Targets – Home
Overall Risk Rating – Moderate for home

Tree Risk Assessment Evaluation Matrices and Definitions provided by the International Society of Arboriculture, Tree Risk Assessment Qualification Training:

Matrix 1 . **Likelihood Matrix.**

Likelihood of Failure	Likelihood of Impact			
	Very Low	Low	Medium	High
Imminent	Unlikely	Somewhat Likely	Likely	Very Likely
Probable	Unlikely	Unlikely	Somewhat Likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat Likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

Matrix 2 . **Risk Rating Matrix.**

Likelihood of Failure & Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very Likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat Likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Likelihood of Failure	Likelihood of Impact	Consequences of Failure
Imminent: Failure has started or is most likely to occur in the near future, even if there is no significant wind or increased load.	**High:** The failed tree or tree part is likely to impact the target.	**Severe:** Serious personal injury or death, high-value property damage, or major disruption of important activities.
Probable: Failure may be expected under normal weather conditions.	**Medium:** The failed tree or tree part could impact the target but is not expected to do so.	**Significant:** Substantial personal injury, moderate to high-value property damage, or considerable disruption of activities.
Possible: Failure may be expected in extreme weather conditions, but it is unlikely during normal weather	**Low:** There is a slight chance that the failed tree or tree part will impact the target.	**Minor:** Minor personal injury, low to moderate - value property damage, or small disruption of activities.
Improbable: The tree or tree part is not likely to fail during normal weather conditions and may not fail in extreme weather conditions.	**Very Low:** The chance of the failed tree or tree part impacting the specified target is remote.	**Negligible:** No personal injury, low - value property damage, or disruptions that can be replaced or repaired.

Risk Tolerance

Risk tolerance is the amount of risk you are willing to accept. Different people have varying amounts of risk they will tolerate. You will have to decide your own risk tolerance and decide on a course of action for this tree.

Risk Mitigation Options

There are a few options that can be considered for mitigation to lower your risk for this tree.

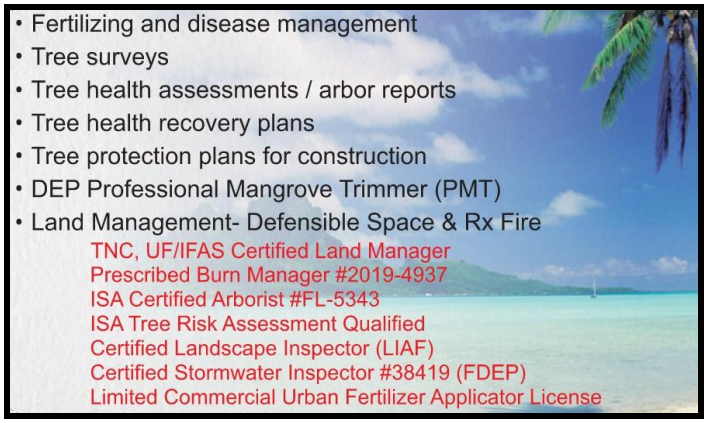
1. Prune to reduce the length of lateral branches and tree height by 30%. Reducing the height and length of lateral branches that cover targets could reduce the risk from **Moderate** to **Low**.
2. Do nothing and continue to monitor the tree with regular inspections.
3. Remove the tree. This would eliminate all risk.

SINCERELY,

Ray Jarrett

Ray Jarrett
Biologist / Arborist
ISA Certified Arborist FL-5343A (Nov 2005)
ISA Tree Risk Assessment Qualified (TRAQ)





ASSUMPTIONS, LIMITING CONDITIONS and DISCLAIMER

My inspection was a ground based visual inspection that sometimes includes a sounding test with a mallet to detect decay. The inspection was limited to defects that can be seen while standing on the ground. There may be defects below ground or in the canopy that were not visible from this perspective. These hidden defects may result in the failure of branches, trunks, or roots. No other trees on this property were inspected other than those specifically addressed in this report. Trees and plants are living things and are subject to an array of potential health problems, abiotic factors and unpredictable weather that can cause healthy trees and plants to fail. Information provided in this report is for consideration; and is based on my professional experience, formal education, and methodologies of the International Society of Arboriculture (ISA). Ultimately the client must make their own judgment and decisions but may consider these recommendations.

Technical Literature References

American National Standard Institute (ANSI) A300 (Part 9) 2017. ***Tree Risk Assessment***, **Tree Care Industry Association, Inc.** (TCIA), Manchester, NH.

American National Standard Institute (ANSI) A300 (Part 8) 2020. ***Tree, Shrub, and Woody Plant Management – Standard Practices (Root Management)***, **Tree Care Industry Association, Inc.** (TCIA), Manchester, NH.

Black, Robert J. and Kathleen C. Ruppert. 1995. ***Your Florida Landscape; A Complete Guide to Planting and Maintenance***. University of Florida.

Council of Tree and Landscape Appraisers.2000. ***Guide for Plant Appraisal, 9th Edition***. International Society of Arboriculture, Champaign, Illinois.

Costello, L.R. and K.S. Jones. 2003. ***Reducing Infrastructure Damage by Tree Roots: A Compendium of Strategies***. Western Chapter of the International Society of Arboriculture) WCISA). Porterville, CA.

Deitz, Katy. ***Field Guide to Diseases on Florida Trees.*** 2025. Florida Chapter, International Society of Arboriculture.

Dunster, Julian A. ***Tree Risk Assessment Manual, Second Edition***. 2017. International Society of Arboriculture, Champaign, Illinois.

Fite, Kelby and E. Thomas Smiley. 2016. Best Management Practices, ***Managing Trees During Construction***. International Society of Arboriculture, Champaign, Illinois.

Fishel, Frederick M., Susan W. Williams and O. Norman Nesheim. 2013. ***Ornamental and Turfgrass Management***. University of Florida.

Florida Exotic Pest Plant Council. 2005. *List of Florida's Invasive Species.* Internet: http://fleppc.org. Florida Exotic Pest Plant Council.

Gilman, Ed. 2012. ***An Illustrated Guide to Pruning***, 3rd Ed. Delmar, Cengage Learning. Clifton Park, NY.

Hodel, Donald R. 2012. ***The Biology and Management of Landscape Palms***. University of California Cooperative Extension. 176pp.

Luley, Christopher J., 2023. ***Wood Decay Fungi Common to Urban Living Trees in the Northeast & Central United States***. Urban Forest Diagnostics LLC in Cooperation with Draves Arboretum. Darien Center NY.

Matheny, N. (2000). ***Trees and development: A technical guide to preservation of trees during land development.*** International Society of Arboriculture.

Matheny, Nelda P., and James R. Clark. ***Evaluation of Hazard Trees in Urban Areas***. 1994. International Society of Arboriculture. Champaign, Illinois.

Merullo, Victor D and Michael J. Valentine. ***Arboriculture & The Law***. 1992. International Society of Arboriculture, Champaign, Illinois.

Purcell, Lindsey. Arboricultural Practices: A Science-Based Approach. 2024.Waveland Press, Inc. Long Grove, Illinois.

Smiley, E. Thomas, Nelda Matheny and Sharon Lil. 2017. Best Management Practices, ***Tree Risk Assessment***. International Society of Arboriculture, Champaign, Illinois.

Watson, Gary. 2014. Best Management Practices, ***Tree Planting***. International Society of Arboriculture, Champaign, Illinois.

Wunderlin, R. P., and B. F. Hansen. 2004. *Atlas of Florida Vascular Plants* (http://www.plantatlas.usf.edu/).[S. M. Landry and K. N. Campbell (application development), Florida Center for Community Design and Research.] Institute for Systematic Botany, University of South Florida, Tampa.

Documentary Photographs:




1206




3 9
3 8
MADE IN GERMANY

Request for Expedited Review – Hazard Tree at 1206 S. Riverside Dr.

To Whom It May Concern,

I am submitting a permit request for the removal of a protected tree located at my property, 1206 S. Riverside Drive, in New Smyrna Beach.

I am writing to respectfully request an expedited staff-level review of this application due to the tree's current condition and the risk it poses to my home. The tree is leaning approximately 30 degrees toward the residence, with the main stem nearly contacting the front porch, and there is visible ground heaving at the base causing foundation damage and indicating potential instability. I have also been denied homeowners insurance due to the risk that this tree represents.

While the arborist report classifies the overall risk as "moderate," it also identifies a high likelihood of impact to the primary structure and significant consequences in the event of failure. Given the tree's proximity to an occupied structure and the observed structural movement, I am concerned about the potential for failure and resulting damage or injury. The arborist stated in his report that the only practical solution is to remove the tree.

Based on these conditions, I would like to request:

- Consideration for administrative (staff-level) approval as a hazard tree, rather than waiting for a board hearing
- Or, alternatively, a site visit by a city arborist or inspector to evaluate whether the tree qualifies for expedited removal due to safety and insurability concerns

I have attached supporting documentation, including the homeowners insurance denial and the arborist report with photographs clearly showing the tree's lean and proximity to the structure.

Given the potential risk to an occupied residence, I would greatly appreciate your guidance on any available options to accelerate review of this request. Please let me know if any additional documentation is needed.

Thank you for your time and consideration.

Sincerely,

Paul O'Donnell

Pgodonnell68@gmail.com

1206 S. Riverside Drive, New Smyrna Beach, FL 32168

Kenny Mims

Agent/Owner

Lic. # W839516

East Florida Insurance LLC

1108 S. Washington St

Titusville Fl 32780

386-314-4763

To whom it may concern,

Due to the Arbor report that was completed on May 1st 2026 in regard to the Historic live oak tree and its proximity to the dwelling it would not be possible to get homeowners/Hazard insurance on this property based on the tree location and canopy overhanging the house due to these reasons from the report:

Conclusion / Risk Ratings:

The categories of risk for this tree:

Likelihood of Failure – Possible

Likelihood of Impact – High

Consequences of Failure – Significant

Potential Targets – Home

Overall Risk Rating – Moderate for home








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1206
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THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 26-26: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD AMEND SECTION 504.02 OF THE LAND DEVELOPMENT REGULATIONS ADDING PARKING LOTS AS A PERMITTED USE.

July 14, 2026

Background:

Applicant: City of New Smyrna Beach, Development Services, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Request: The following amendment to the City Land Development Regulations:

1. Update Section 504.02, I-1, Light Industrial District. To add parking lots as a permitted use.

Exhibits used in the Report:

Exhibit A: Proposed regulations

Findings:

The purpose of the proposed update is to request the City Commission to approve the minor amendments to the Land Development Regulations, (LDR) to add parking lots as a permitted use.

The Planning Department has proposed to amend Section 504.02, I-1, Light Industrial District to add parking lots as a permitted use. By adding parking lots to the I-1, Light Industrial District, this would allow property owners to construct parking lots in area of the city that have a deficiency in parking.

Recommendations:

At its regular scheduled meeting on April 6, 2026, the Planning and Zoning Board voted, 5-0, to give a positive recommendation the City Commission, to approve the requested amendments.

The Planning Department has outlined the reasons to support the proposed amendment to the City's Land Development Regulations. The department would recommend the City Commission, to approve the requested amendments.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Proposed Amendments v7 Article 5.pdf
Business Impact Estimate - Ord 26-26 LDR Parking Lots.pdf
Ord 26-26 LDR Amend I-1 Parking Lots.pdf

504.00. District regulations and requirements.

504.02. *Specific regulations by district.* The regulations for each zoning district are set forth in the following schedule. No lot shall be developed except to conform to the respective district requirements unless a variance has been granted in conformance with this LDR.

I-1, LIGHT INDUSTRIAL DISTRICT

Intent. This district is intended for light manufacturing, assembly, processing raw materials, repairing, research, storage, wholesaling and distribution, retail associated with a principal manufacturing use, and closely related light industrial uses in which all operations other than transportation are performed entirely within enclosed buildings, and are not obnoxious because of dirt, smoke, odor, vibration, radio-activity, or explosive capability. Light manufacturing and light industrial uses are compatible one to another and industrially compatible with nearby residential districts. This district also includes uses that are not compatible with residential or commercial uses.

Permitted uses.

Adult entertainment establishment (subject to restrictions herein)

Animal hospitals, kennels, provided that no hospitals, structures, pens or kennels are located closer than 50 feet to any residential property line.

Automobile leasing and rentals

Automobile repair (indoors only)

Banks or related banking facilities

Boat building, repair and sales

Building material sales for buildings and yards

Cabinet, woodworking shops

Ceramic shops

Cold storage and freezer locker plants

Contractor and construction offices and equipment storage

Farm machinery sales and services

Food and beverage processing and distribution, except the slaughter of animals

Heating, air-conditioning, plumbing equipment

Hydroponic gardening

Industry, light

Machine shops

Medical or dental laboratories

Mobile food dispensing vehicles, located on private property

Mobile homes for security and/or office purposes

Municipal or governmental buildings

Paint and body shops

Parking Lots

Printing, photoengraving, photostating, blueprinting, bookbinding, and publishing establishments

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 26-26, Sec. 504.02, adding parking lots as permitted use in the I-1 Light Industrial Zoning District.

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):

This ordinance amends the LDR to add parking lots as a permitted use to the I-1, Light Industrial Zoning District. Based on the recent planning and parking discussions citywide, this proposed ordinance will allow for more parking flexibility in the city's redevelopment areas including in industrial and fringe areas as well as adds an additional allowable use to industrial areas.

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.

Estimated costs for planning, engineering, survey, permit and construction will remain the same for businesses wishing to construct a parking lot; estimated to be between $17,000 and $43,000 depending on the number of acres. This proposed change does not create new fees or charges. There will be no new revenues to the City of New Smyrna Beach as there are no new charges or fees.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
The proposed ordinance is expected to directly impact a limited subset of businesses- approximately up to 30 businesses citywide, with no mandatory impact on I-1 businesses.

4. Additional information the governing body deems useful (if any):

None

ORDINANCE NO. 26-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE LAND DEVELOPMENT REGULATIONS; AMENDING ARTICLE V, ZONING DISTRICTS, SECTION 504.02, SPECIFIC REGULATIONS BY DISTRICT, TO ADD PARKING LOTS AS A PERMITTED USE IN THE I-1, LIGHT INDUSTRIAL DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; 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 to add parking lots as a permitted use in the I-1, Light Industrial District; and

WHEREAS, the Planning and Zoning Board, at its regular meeting on April 6, 2026, 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 V, Zoning Districts, Section 504.02, Specific regulations by district, is hereby amended to read as follows: **(Note: Deletions from text are indicated by ~~strikeout~~, additions to text are indicated by underline, and omissions in text are indicated by [...].)**

ARTICLE V. ZONING DISTRICTS

504.02. *Specific regulations by district.* The regulations for each zoning district are set forth in the following schedule. No lot shall be developed except to conform to the respective district requirements unless a variance has been granted in conformance with this LDR.

...

I-1, LIGHT INDUSTRIAL DISTRICT

Intent. This district is intended for light manufacturing, assembly, processing raw materials, repairing, research, storage, wholesaling and distribution, retail associated with a principal manufacturing use, and closely related light industrial uses in which all operations other than

transportation are performed entirely within enclosed buildings, and are not obnoxious because of dirt, smoke, odor, vibration, radio-activity, or explosive capability. Light manufacturing and light industrial uses are compatible one to another and industrially compatible with nearby residential districts. This district also includes uses that are not compatible with residential or commercial uses.

Permitted uses.

Adult entertainment establishment (subject to restrictions herein)

Animal hospitals, kennels, provided that no hospitals, structures, pens or kennels are located closer than 50 feet to any residential property line.

Automobile leasing and rentals

Automobile repair (indoors only)

Banks or related banking facilities

Boat building, repair and sales

Building material sales for buildings and yards

Cabinet, woodworking shops

Ceramic shops

Cold storage and freezer locker plants

Contractor and construction offices and equipment storage

Farm machinery sales and services

Food and beverage processing and distribution, except the slaughter of animals

Heating, air-conditioning, plumbing equipment

Hydroponic gardening

Industry, light

Machine shops

Medical or dental laboratories

Mobile food dispensing vehicles, located on private property

Mobile homes for security and/or office purposes

Municipal or governmental buildings

Paint and body shops

Parking lots

Printing, photoengraving, photostating, blueprinting, bookbinding, and publishing establishments

...

SECTION 2: ***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 Land Development Regulations. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved. The provisions of this ordinance are intended to be incorporated into the Code of Ordinances of the City of New Smyrna Beach, Florida, and the sections of this ordinance may be renumbered, relettered, and the word "ordinance" may be changed to "section," "article," or such other word or phrase in order to accomplish such intention.

SECTION 3: ***Public Hearings***. That public hearings considering the adoption of this ordinance were held May 12, 2026, continued to May 26, 2026, and July 14, 2026, at 5:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida after notice is found to comply with §166.041(3)(c), F.S.

SECTION 4: ***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 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: ***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 7: ***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: 5/18/2026

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

ORDINANCE NO. 29-26: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD AMEND SECTION 604.051 OF THE LAND DEVELOPMENT REGULATIONS.

July 14, 2026

Background:

Applicant: City of New Smyrna Beach, Development Services, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Request: The following amendment to the City Land Development Regulations:

1. Update Section 604.051, Tree Preservation. Update language to the Tree Mitigation Fund and modify the requirement to remove a dead trees.
2. Update Section 604.051, Appeals, Violations and Penalties to revise the appeals process for tree related violations and to revise the payments into the tree fund for consistency with federal law.

Exhibits used in the Report:

Exhibit A: Proposed regulations

Findings:

The purpose of the proposed update is to request the City Commission to approve the minor amendments to the Land Development Regulations, (LDR) to improve clarity, consistency with federal, state, and local law, and administrative efficiency.

Over time, the Planning Department has identified small inconsistencies and unclear provisions within the LDR that create operational inefficiencies or uncertainty for applicants, developers, or the department reviewing permit applications. These updates are consistent with best practices for maintaining user friendly development regulations.

The Planning Department has proposed to amend Section 604.051, Tree Preservation. This amendment is intended to enhance the City's ability to responsibly manage and preserve its tree canopy by focusing retention of healthy trees. The proposed changes also establish standards for the removal of dead trees and revises mitigation options applicable to tree removal violations along with the appeals process.

Recommendations:

At its regular scheduled meeting on April 6, 2026, the Planning and Zoning Board voted, 5-0, to give a positive recommendation the City Commission, to approve the requested amendments.

Since the item went to Planning and Zoning, pending litigation prompted additional changes to the replacement costs and fines for consistency with federal law and additional language was added for consistence with state law.

The Planning Department has outlined the reasons to support the proposed amendment to the City's Land Development Regulations. The department would recommend the City Commission, to approve the requested amendment.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Proposed Amendments v11 Article 6.pdf
Business Impact Estimate - Ord 29-26 LDR Sec 604.051 Tree Preservation.pdf
Ord 29-26 LDR Amend - Tree Preservation.pdf

Exhibit A

604.051. *Tree preservation.*

. . .

B. *Replacement trees.*

. . .

(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 of any commercial, industrial, or PUD zoned property 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 in accordance with the amounts set forth in subsection 604.051(G)(1)(a)-(c) 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 and management of environmentally sensitive land for permanent preservation.
- Land management staffing and equipment cost associated with the management of city-owned property in 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.

. . .

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) Trees, on residential property that is actively used for single-family residential purposes and is a conforming use or a legally recognized nonconforming use per the City's regulations, that pose an unacceptable risk to persons or property may be removed without a permit, so long as the property owner possesses documentation from an arborist certified by the ISA or a Florida licensed landscape architect, based on an onsite assessment performed and reviewed in accordance with the procedures set forth Best Management Practices – Tree Risk Assessment, Second Edition (2017) that the tree poses such risk that removal is the only means of practically mitigating its risk below moderate. No replacement trees shall be required if removed in accordance with the provisions of this section. ~~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) Live h~~H~~istoric trees in all zoning districts shall be removed only upon the granting of 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.

c. A tree that has been evaluated by an International Society of Arboriculture (ISA) certified arborist using tree risk assessment evaluation and best management practices and has been deemed a dead tree does not require a tree removal permit.

(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. *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 Development Services Director or his/her designee, be required to replace all removed trees with the number of trees that in total DBH equal 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 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.

(1) Payments into the Tree Mitigation Fund for violations to this code shall be made at the following rates:

(a) The replacement cost of one hundred thirty-five dollars ($135.00) per DBH inch if verified on-site; or

(b) The replacement cost of three hundred twenty-five dollars ($325.00) per DBH inch for impacts to specimen trees if verified on-site; or

(c) The replacement cost of seven hundred fifty dollars ($750.00) per DBH inch for impacts to historic trees if verified on-site; and

(d) 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; additionally

(e) 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.

(2) 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.

~~G~~H. *Appeal.* Within 30 days after any decision made by the Development Services Director~~city manager or his designee~~ in the administration and interpretation of this section, but not thereafter, the applicant may appeal to the Planning and Zoning Board~~city commission~~, who by majority vote may affirm, reverse or modify the decision of the Development Services Director~~city manager or his designee~~. The Planning and Zoning Board~~city commission's~~ review of the of the Development Service Director's~~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 Planning and Zoning Board~~city commission~~ shall constitute final administrative action, and appeals must be filed within 30 days of the written order of rendition to ~~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.)~~

. . .

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 29-26, LDR Amendments - Sec 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 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):

This ordinance amends the LDR Amendments to Sec 604.051, to revise tree preservation requirements for consistency with federal, state, and local laws.

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.

This ordinance revises costs and fees for consistency and should not unduly burden private for-profit business.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Tree removal is not an activity that affects the daily operation of private for-profit business.

4. Additional information the governing body deems useful (if any):

N/A

ORDINANCE NO. 29-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE LAND DEVELOPMENT REGULATIONS; AMENDING ARTICLE VI, DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS, SECTION 604.051, TREE PRESERVATION, TO REVISE THE TREE PRESERVATION STANDARDS; 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 604.51, Tree Preservation to clarify the amounts required for payment into the tree mitigation funds, to expand the use of the tree mitigation funds, to update the regulations for consistency with state law, to remove the requirement to obtain a permit to remove a dead historic tree, to clarify the violations and penalties, and to revise the appeals process for consistency within the code; and

WHEREAS, the Planning and Zoning Board, at its regular meeting on April 6, 2026, by a vote of 5-0, recommended that the City Commission approve the text amendments; and

WHEREAS, litigation has prompted the revisions to the cost of replacement trees and penalties in order to comply with the Eighth Amendment of the U.S. Constitution, as existing regulations are excessive and not proportionate to the gravity of the violation; and

WHEREAS, City staff has consulted with landscape professionals to determine proportionate and fair costs for replacement trees and penalties based on average market costs and actual costs of replacement; 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 604.051, Tree Preservation, is hereby amended 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.)**

ARTICLE VI. DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS

604.051 Tree preservation.

. . .

B. *Replacement trees.*

. . .

(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 of any commercial, industrial, or PUD zoned property 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 in accordance with the amounts set forth in subsection 604.051(G)(1)(a)-(c) 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 and management of environmentally sensitive land for permanent preservation.
- Land management staffing and equipment cost associated with the management of city-owned property in 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.

. . .

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) Trees, on residential property that is actively used for single-family residential purposes and is a conforming use or a legally recognized nonconforming use per the City's regulations, that pose an unacceptable risk to persons or property may be removed without a permit, so long as the property owner possesses documentation from an arborist certified by the ISA or a Florida licensed landscape architect, based on an onsite assessment performed and reviewed in accordance with the procedures set forth in the most recent version of Best Management Practices – Tree Risk Assessment, that the tree poses such risk that removal is the only means of practically mitigating its risk below moderate. No replacement trees shall be required if removed in accordance with the provisions of this section. ~~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.~~

. . .

F. *Permitting.* The tree removal application shall be made in the following manner:

. . .

(6) Live h~~H~~istoric trees in all zoning districts shall be removed only upon the granting of 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.

A tree that has been evaluated by an International Society of Arboriculture (ISA) certified arborist using tree risk assessment evaluation and best management practices and has been deemed a dead tree does not require a tree removal permit.

. . .

G. *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 Development Services Director or designee, be required to replace all removed trees with the number of trees that in total DBH equal the total DBH inches of the tree(s) removed. The violator may, at the discretion of the Development Services Director or designee, pay into the Tree Mitigation Fund at the rates described below, after demonstrating that minimum on-site 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 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.

(1) Payments into the Tree Mitigation Fund for violations to this code shall be made at the following rates:

(a) The replacement cost of one hundred thirty-five dollars ($135.00) per DBH inch if verified on-site; or

(b) The replacement cost of three hundred twenty-five dollars ($325.00) per DBH inch for impacts to specimen trees if verified on-site; or

(c) The replacement cost of seven hundred fifty dollars ($750.00) per DBH inch for impacts to historic trees if verified on-site; and

(d) 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; additionally

(e) 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.

(2) 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 designee.

~~G~~H. *Appeal.* Within 30 days after any decision made by the Development Services Director~~city manager or his designee~~ in the administration and interpretation of this section, ~~but not thereafter,~~ the applicant may appeal to the Planning and Zoning Board~~city commission~~, who by majority vote may affirm, reverse or modify the decision of the

Development Services Director~~city manager or his designee~~. The Planning and Zoning Board~~city commission~~'s review of the of the Development Service Director'~~seity manager's~~ decision shall be de novo with notice to all interested parties at least ten days prior to the hearing on 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 or Ceity Ceommission shall constitute final administrative action, and appeals must be filed within 30 days of the written order of rendition to ~~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.)~~

. . .

SECTION 2: ***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 3: ***Public Hearing.*** That the public hearing considering the adoption of this ordinance shall be held at 5:30 p.m. on July 14, 2026, in the City Commission Chamber, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

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: ***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 6: ***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 7: ***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: 5/20/2026

THE CITY OF NEW SMYRNA BEACH - PARKING MOBILITY

ORDINANCE NO. 30-26: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH , IF ADOPTED, WOULD AMEND SECTIONS CHAPTER 78, TRAFFIC AND PARKING, ARTICLE II PARKING.

July 14, 2026

Background:

The City of New Smyrna Beach Parking and Mobility Department is requesting changes to Chapter 78, Article II, parking ordinances. The purpose of the requested changes is to expand the available methods of collecting parking fees to include payment via a mobile application. In addition, the requested changes remove the requirement to place a parking receipt on one's dashboard, as this will no longer be needed with the enhanced technology. Other changes include adding Grayce Barck Park–Peninsula as a new paid parking area and updating the language regarding who is responsible for reporting violations to the state and recording vehicle immobilizations.

Findings:

The purpose of the proposed changes is to expand the options the Parking and Mobility Department has for collecting fees. By allowing payment through a mobile application, we not only make it more convenient for visitors to pay parking fees, but we also reduce the maintenance and labor costs associated with parking kiosks. In addition, adding Barck Park North Beach Lot–Peninsula as the city's newest paid parking area completes the transformation of the North Beach parking area. Both of these action items were identified by the City's Parking Task Force as ways to improve parking within the city.

Fiscal Analysis:

By expanding payment options to include a mobile application, the Parking and Mobility Department expects to reduce expenses associated with the current parking kiosks. These expenses include the $12,000 annual warranty, transaction fees ($8,500 in FY 2025), and labor costs to manually collect revenue from the kiosks. Adding Grayce Barck Park–Peninsula as a paid parking location will add 12 spaces to the city's inventory of paid parking spaces.

Strategic Plan Item:
Yes

Staff Report Created By: Steven Mendygral - Mobility & Parking Director

Attachments:

Parking Ordinance redline - Updates.docx
Business Impact Estimate - Ord 30-26 COO Chapter 78 Parking.pdf
Ord 30-26 COO Ch 78 Parking.pdf
Parking Ordinance Updates .pptx

ARTICLE II. PARKING

Sec. 78-5. Regulation of off-street parking areas; imposition of ~~metered~~ paid parking.

The city manager, subject to the approval of the city commission, may, from time to time, establish ~~metered~~ paid off-street parking areas and establish time limits, times, and rates for the parking of vehicles in those areas.

(Ord. No. 18-11, § 1, 3-8-2011; Ord. No. 23-23, § 1, 6-13-2023)

Editor's note(s)—Ord. No 23-23, § 1, adopted June, 13, 2023, repealed the former § 78-5, and renumbered §§ 78-6—78-11 as §§ 78-5—78-10. The former 78-5 pertained to definitions and was derived from Ord. No. 18-11 adopted March 3, 2023.

Sec. 78-6. Installation, regulation, control and operation.

The city manager shall provide for the installation, regulation, control, operation, and use of a meter or meters authorized under section 78-5. Or other mobile payment method

(Ord. No. 18-11, § 1, 3-8-2011; Ord. No. 23-23, § 1, 6-13-2023)

Note(s)—Formerly § 78-7. See editors note for § 78-5.

Sec. 78-7. Signage; location of meters.

Off-street ~~metered~~ paid parking area boundaries shall be plainly marked and signage shall be placed at all entrances indicating the area is regulated as a ~~metered~~ paid parking area. The signage shall also provide directions to operators of vehicles for payment of parking fees at a meter or ~~meters~~ or other mobile payment option which shall be located in a convenient location.

(Ord. No. 18-11, § 1, 3-8-2011; Ord. No. 23-23, § 1, 6-13-2023)

Note(s)—Formerly § 78-8. See editors note for § 78-5.

Sec. 78-8. Installation of parking meter or machine.

Each meter or ~~machine~~ mobile payment sign installed within a ~~metered~~ paid parking area for collection of parking fees shall indicate by proper legend the legal parking time and rates and charges, the proper method of payment, ~~and shall issue a receipt upon payment showing an expiration time and date.~~ Mobile payment options should indicate legal parking time, rates and charges and issue a confirmation upon completion of payment

(Ord. No. 18-11, § 1, 3-8-2011; Ord. No. 23-23, § 1, 6-13-2023)

Note(s)—Formerly § 78-9. See editors note for § 78-5.

~~Sec. 78-9. Placement of receipts in vehicle.~~ Remove

~~Each receipt issued to the operator of a vehicle by the meter or machine shall be placed upon the dash of the operator's motor vehicle with the printed information face-up and in a manner that the printed information is~~

~~clearly visible from the outside of the vehicle. The vehicle shall be locked to prevent theft or loss of the parking receipt. A violation of this section shall be punished as provided in section 78-48.~~

(Ord. No. 18-11, § 1, 3-8-2011; Ord. No. 23-23, § 1, 6-13-2023)

Note(s)—Formerly § 78-10. See editors note for § 78-5.

Sec. 78-10. Illegal parking in the city.

(a) If any vehicle shall remain parked in any parking area beyond the parking time limit, or beyond the parking time limit paid for at the rates and charges provided therefore, the vehicle shall be considered as parked overtime and the person committing the infraction shall be punished as provided in section 78-48. In addition to the penalties as provided in section 78-48, the vehicle may be impounded or towed by the police department or designated individual

(b) ~~If any vehicle shall be parked within the designated metered parking area without a receipt, or without a receipt properly displayed as provided in section 78-9, the vehicle shall be considered as parked overtime and a parking fine shall be assessed as provided in section 78-48.~~ Remove

(c) No person shall park or leave unattended any trailer not attached to a towing motor vehicle within any parking area of the city. Any such trailer may be impounded or towed at the direction of a police officer or designated employee by the chief of police, and the owner thereof shall be assessed a parking fine as provided in section 78-48, and all towing fees associated with removal of the trailer.

(d) A vehicle displaying a disabled parking permit or license plate in accordance with Florida Statutes is exempt from subsection (a) ~~and (b)~~ of this section.

(Ord. No. 18-11, § 1, 3-8-2011; Ord. No. 23-23, § 1, 6-13-2023)

Note(s)—Formerly § 78-11. See editors note for § 78-5.

Sec. 78-11. Parking of vehicles without affixed current and valid registration license plate and validation sticker; removal, impoundment, and immobilization of such vehicles.

(a) No person shall stop, stand, or park a vehicle upon any street or in any off-street parking facility in the city unless such vehicle has affixed to it a current and valid license plate and validation sticker.

(b) Any motor vehicle without a current and valid license plate and validation sticker affixed to it found parked at any time upon any street or in any off-street parking facility in the city is subject to the issuance of a parking violation and to the penalties outlined in section 78-48, and shall be immediately immobilized by or at the direction of a parking enforcement specialist or designee of the chief of police. No such vehicle shall be immobilized by any means other than by the use of a device or other mechanism which will not cause damage to such vehicle unless it is moved while such device or mechanism is in place.

(c) It shall be the duty of the parking enforcement specialist immobilizing such motor vehicle, or under whose direction such vehicle is immobilized, to post on such vehicle, in a conspicuous place, notice sufficient to inform the owner or operator of the vehicle that:

(1) The vehicle has been immobilized pursuant to and by the authority of section 78-11 of this Code; and

(2) The owner of such immobilized vehicle, or other duly authorized person, shall be permitted to repossess or to secure the release of the vehicle upon compliance with either of the following procedures:

a. Payment to the parking division of the city police department of the fine prescribed in section 78-48, as amended, of this Code for the offense of parking a vehicle without a current and valid registration license plate and validation sticker affixed to it; or

b. Request a hearing before a designated official, designated by the chief of police to hear such matters, concerning the validity of the issuance of the parking violation for the offense of parking a vehicle without a current and valid license plate and validation sticker affixed to it, and provide the parking division of the city with the vehicle owner's current home address.

(d) It shall be unlawful for anyone, except those persons authorized by the chief of police, to remove or attempt to remove, tamper with, or in any way damage or alter the immobilization device. A violation of this section is punishable pursuit to section 1-14 of this Code, and any cost associated with damage to the immobilization device due to the person actions.

(e) If the owner of the immobilized vehicle, or other duly authorized person, does not make arrangements for removal of the immobilization device in accordance with the foregoing provisions within 24 hours of the time such motor vehicle was immobilized, a police officer is hereby authorized to impound such vehicle.

(Ord. No. 23-23, § 1, 6-13-2023)

Editor's note(s)—Ord. No 23-23, § 1, adopted June, 13, 2023, renumbered the former § 78-11 as § 78-10 and enacted a new § 78-11 as set out herein.

Sec. 78-12. Unattended motor vehicles.

(a) No person driving or in charge of a motor vehicle, shall permit it to stand unattended without first stopping the engine, locking the ignition, and removing the key.

(b) Violations of this section are subject to the penalties outlined in section 78-48, and may be subject to impoundment as set forth in section 78-50.

(Ord. No. 23-23, § 1, 6-13-2023)

Editor's note(s)—Ord. No. 23-23, § 1, adopted June 13, 2023, repealed the former § 78-12, and enacted a new § 78-12 as set out herein. The former § 78-12 pertained to enforcement penalties and was derived from Ord. No. 18-11 adopted on March 8, 2011.

Sec. 78-13. Reserved.

Editor's note(s)—Ord. No. 23-23, § 1, adopted June 13, 2023, repealed § 78-13, which pertained to the prohibition of heavy trucks on Myrtle Avenue and was derived from Ord. No. 42-15 which was adopted on May 12, 2015.

Secs. 78-14—78-39. Reserved.

Sec. 78-40. Delivery vehicles on Flagler Avenue.

(a) Delivery vehicles servicing businesses along Flagler Avenue shall use the designated loading and unloading zones located on Flagler Avenue daily between the posted hours. No delivery vehicles may stop along Flagler Avenue during any other time or in any other public right-of-way.

(b) The exemptions contained in provisions of sections 78-42(e) and 78-43 shall not apply to delivery vehicles servicing businesses along Flagler Avenue.

(c) Any motor vehicle parked in a designated delivery zone, during designated hours, that is not a delivery vehicle, will be towed at owner's expense.

(d) A violation of this section shall be subject to the penalties set forth in section 78-48.

(Ord. No. 51-20, § 1, 6-9-2020; Ord. No. 23-23, § 1, 6-13-2023)

Sec. 78-41. Parking restrictions generally.

(a) The chief of police may request the traffic engineer to erect signs within the city that shall be plainly marked permitting, restricting or prohibiting stopping, standing or parking of vehicles upon streets or portions of streets during certain hours of certain days.

(b) No person shall stop, stand or park a vehicle in any restricted parking zone other than for the purpose indicated on a restricted parking zone sign, except as necessary for delivery vehicles or to pick up or discharge a passenger or passengers.

(c) Whenever any motor vehicle without a driver is parked, stopped or standing in a restricted parking area, a police officer or parking enforcement specialist may mark the vehicle and shall note the time, so that if the vehicle remains parked, stopped or standing in violation of this article, the police officer shall take its registration number and shall take any other information displayed on the vehicle that may identify its user. The police officer or parking enforcement specialist shall then conspicuously affix to such vehicle a parking ticket on a form provided by the city.

(d) When official signs are erected designating a parking space, area or lot for restricted parking or permit parking for authorized vehicles only, no person shall park an unauthorized vehicle in violation of such sign. This provision shall not apply to disabled and handicapped parking. A violation of this section will result in penalties as outlined in sections 78-49 and 78-50.

(Code 1975, § 18-6; Ord. No. 23-23, § 1, 6-13-2023)

Sec. 78-42. Stopping, standing or parking prohibited in specified places.

(a) Police officers or employees designated by the chief of police are hereby authorized to remove any vehicle from any street or other public property within the city by impoundment, under the circumstances hereinafter enumerated:

(1) Alongside any yellow curb.

(2) In front of a public or private driveway.

(3) Within 15 feet of a fire hydrant.

(4) Within 20 feet of crosswalk at an intersection.

(5) Within 30 feet upon the approach to any flashing signal, stop sign or traffic control signal located within or along a roadway.

(6) Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of said entrance (when properly signposted), or in a designated fire lane.

(7) At any place where official signs prohibit standing or parking.

(8) Within the view obstruction zone located 25 feet from an intersection on the road, swale, or right-of-way, as measured below, unless the space is officially marked or designated by the city:

a. Commence at the point of intersection of street right-of-way lines of a corner lot and measure 25 feet along each street right-of-way line and connect the points with a line;

b. Commence at the point of intersection of street and alley right-of-way lines, and measure 25 feet along the street right-of-way line and the alley right-of-way line, and connect these points with a line. See illustration 78-42.

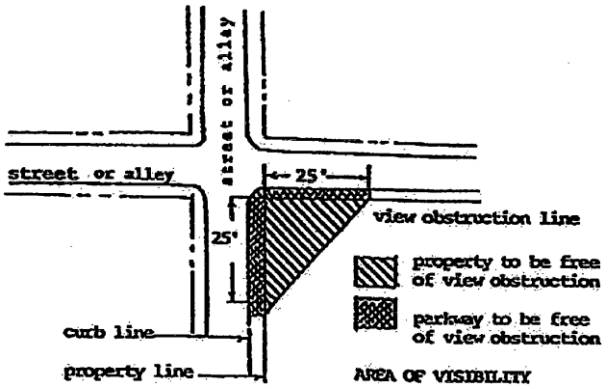


Illustration 78-42

(b) No person shall park a vehicle, whether occupied or not, except temporarily for the purpose of, and while actually engaged in, loading or unloading merchandise or passengers:

(1) Within 50 feet of the nearest rail or a railroad crossing, or bridge.

(2) At any place where official signs prohibit parking.

(c) No person shall move a vehicle not lawfully under such person's control into any such prohibited area.

(d) No person shall drive a vehicle across a raised curb for the purpose of parking, stopping or standing.

(e) No person shall stand or park a vehicle, whether occupied or not, on any sidewalk within a public right-of-way maintained by the city except temporarily for the purpose of and while actually engaged in the delivery of goods and services to an adjoining property, or while performing work authorized by a construction permit.

(f) No person shall park or leave unattended for a period of longer than 24 hours any boat trailer, enclosed trailer, or open trailers of any kind along the city right-of-way. A boat trailer, enclosed trailer, or open trailer in violation of this subsection shall be towed at owner's expense.

(Code 1975, § 18-4; Ord. No. 34-19, § 1, 6-25-2019; Ord. No. 23-23, § 1, 6-13-2023)

Sec. 78-43. Obstruction of traffic by parking and hindering vehicle of another being parked.

(a) No person shall park any vehicle upon a street, except as necessary for delivery vehicles, in such a manner or under such conditions as to leave available less than eight feet of the width for each direction of travel of the travel lane for free movement of vehicular traffic. To determine if a person has violated this section, the distance shall be measured from the outside edge of the vehicle violating this section to the crown of the road.

(b) When the driver of a vehicle has lawfully stopped with the obvious intent of backing or proceeding into a legally designated parking space, it shall be unlawful for any other person to stop a vehicle so as to obstruct

or prevent the driver from completing movement into the parking space. This will constitute an obstruction of a public street.

(Code 1975, § 18-5; Ord. No. 23-23, § 1, 6-13-2023)

Sec. 78-44. Parallel parking.

Except when otherwise provided, every vehicle stopped or parked upon a highway, roadway, street, avenue or alley shall be stopped or parked parallel to the curb or edge of the roadway in the direction of authorized traffic movement.

(Code 1975, § 18-5.5)

Sec. 78-45. Owner of car presumed to be violator.

In the prosecution charging a violation of any ordinance or provision of this Code governing the stopping, standing or parking or operating of a vehicle, proof that the particular vehicle described in the complaint was parked or operated in violation of any such ordinance or regulation, together with proof that the violator named in the complaint was at the time of such parking or operating the registered owner of such vehicle, shall constitute in evidence presumption that the registered owner of such vehicle or a person using the vehicle with the owner's permission was the person who stopped, parked or operated such vehicle at the point where and for the time during which such violation occurred. The owner of a vehicle is not responsible for a parking ticket violation if the vehicle involved was, at the time, stolen or in the care, custody or control of some person who did not have permission of the owner to use the vehicle.

(Code 1975, § 18-8; Ord. No. 23-23, § 1, 6-13-2023)

Editor's note(s)—Ord. No 23-23, § 1, adopted June, 13, 2023, repealed the former § 78-45, and renumbered §§ 78-46—78-49 as §§ 78-45—78-48. The former § 78-45 pertained to the erasure of chalk marks on tires of parked cars and was derived from the 1975 Code § 18-7 adopted March 3, 2023.

Sec. 78-46. Notification to individual charged with a traffic infraction.

(a) The chief of police or employee designated by the chief of police shall issue a parking violation citation or ticket for a violation of this article. The fine schedule, delinquent fee, and instructions for payment of the fine or request for an appeal shall be set forth on the ticket. An individual charged with a traffic parking violation must elect one of the following options within 15 days of the date the ticket is issued. The person charged must:

(1) Pay the fine to the police chief or person designated by the police chief to collect fines; or

(2) Contact the police chief or person designated by the police chief to process matters relating to traffic infractions and request a court hearing.

(b) The person charged may either pay the fine or request an appeal. However, the fine or request for appeal must be received within 15 days from the date the ticket is issued. An appeal may be requested through the city's website. If the person charged chooses to request an appeal, the time to pay the fine shall be stayed to allow for such actions to be heard. The police chief or person designated by the police chief to process matters relating to traffic infractions at the direction of the clerk of the county court, shall issue a summons for each person charged who has requested a court hearing. Any person who fails to satisfy the court's directive and any person who elects to appear in court to present evidence shall be deemed to have waived his right to the civil penalty provisions of the ticket.

(c) If an appeal is requested, the chief of police or employee designated by the chief of police will evaluate the appeal and render a decision as to the violation. If the citation is not dismissed, the violator may choose to pay the citation within ten days of notification of the decision or the violator may choose to request a court hearing. If the violator does not contact the police department to either pay the fine or request a court hearing within ten days of the decision, the fine will double and the violator will be subject to the processes outlined in section 78-47. If the violator requests a court hearing, the clerk of the county court will send a notice to the violator to appear before the county court on a date certain. Any person who fails to satisfy the court's directive and any person who elects to appear in court to present evidence shall be deemed to have waived the right to the civil penalty provisions of the ticket.

(Code 1975, § 18-9; Ord. No. 23-23, § 1, 6-13-2023)

Note(s)—Formerly § 78-47. See editors note for § 78-45.

Sec. 78-47. Failure to comply with citation; warning letter and collection.

(a) *Letter generation phase.* A warning letter, in a form approved by the county court, shall be mailed to the registered owner of a vehicle when a citation has been unpaid or a court hearing has not been requested for a period of ten days. The original fine due shall be doubled upon the mailing of the warning letter. If the fine due is not paid within the ~~ten-day~~ 14 day period specified in the warning letter, a second warning letter will be sent to the violator requesting payment be made immediately, the police chief, at the direction of the clerk of county court, shall issue a summons to the registered owner of the vehicle to appear in court for arraignment unless the fine and delinquent fee are paid within the ten-day period specified in the warning letter. If the fine, delinquent fee and a process charge of $10.00 per summons are paid prior to the court date and hour set forth on the summons, the case will be considered closed. This summons shall be mailed by certified mail with return receipt requested. These summons shall be issued on a weekly basis.

(b) *Submission to collection agency.* If any parking citation remains unpaid ~~30~~ 90 days after the date of the second warning letter, the violator's information will be submitted to a collection agency. If the defendant fails to appear for the arraignment, and the court file reflects the owner has received the certified letter as to the arraignment, the court may issue a warrant for the arrest of the defendant.

(Code 1975, § 18-10; Ord. No. 23-23, § 1, 6-13-2023)

Note(s)—Formerly § 78-48. See editors note for § 78-45.

Sec. 78-48. Fines and penalties for violation of article.

(a) Fines. For a violation of this article, the following applicable fines shall be imposed:

(1) Any overtime parking or any other parking violation not specified below $30.00

(2) Any overtime or parking violation of a vehicle in the following parking lots, including any city-owned parking lots or facilities not listed $50.00

a. 27th Avenue Lot

b. Maryanne Clancy Lot

c. Flagler Avenue Lot

d. ~~Ester~~ Esther Street Lot

e. ~~Grace~~ Grayce Barck North Beach Lot - Atlantic

f. East Boat Ramp

g. West Boat Ramp

h. Swoope Boat Ramp

i. Manatee Park

Grayce Barck North Beach Lot-Peninsula

(3) Handicapped parking violation $250.00

(4) Any parking in the right-of-way along the following boat launch parking lots $100.00

a. East Boat Ramp

b. West Boat Ramp

c. Swoope Boat Ramp

(5) Unauthorized parking in fire lane $30.00

(b) Penalties. Failure to pay any outstanding parking fines will result in suspension of any city issued parking permit to said violator. Further, no new city parking permits will be issued to any person who has outstanding fines owed to the city for any violations contained within this chapter.

(c) For the purpose of this section a handicapped parking violation shall be parking in violation of F.S. § 316.1955. See F.S. §§ 316.008(4), 316.1955 and 553.5041.

(Code 1975, § 18-11(a); Ord. No. 20-04, § 1, 5-25-2004; Ord. No. 34-19, § 2, 6-25-2019; Ord. No. 52-20, § 2, 6-9-2020; Ord. No. 23-23, § 1, 6-13-2023)

Note(s)—Formerly § 78-49. See editors note for § 78-45.

Sec. 78-49. Parking violation information to be furnished to state department of highway safety and motor vehicles.

The police department is hereby authorized and directed to supply the State of Florida Department of Highway Safety and Motor Vehicles with a listing of persons, in a state department of highway safety and motor vehicles approved communications format, who have three or more outstanding parking violations or one or more parking violation(s) of F.S. §§ 316.1955 or 316.1957, or any city ordinances which regulate parking in spaces for persons with disabilities.

(Ord. No. 23-23, § 1, 6-13-2023)

Editor's note(s)—Ord. No 23-23, § 1, adopted June, 13, 2023, renumbered the former § 78-49 as § 78-48 and enacted a new § 78-49 as set out herein.

Sec. 78-50. Immobilization or towing of vehicles.

(a) Any police officer or employee designated by the chief of police is hereby authorized to attach a wheel clamp, parking boot, or other nondestructive device that is capable of immobilizing a motor vehicle under the following conditions:

(1) The registered owner of any motor vehicle which has, on at least three occasions, been found stopped, standing, or parked on any street, alley, thoroughfare, or other public property in violation of state law or city ordinance, and has failed to pay the penalties indicated upon the citations or summons issued by a police officer or parking enforcement specialist of the city, or imposed by order of court; and

(2) The registered owner of a motor vehicle has been given notice by mail or otherwise that the provisions of this section will be enforced against any motor vehicle registered to that owner within ten days of the notice; and

(3) The registered owner of the motor vehicle has failed or refused to respond to the notice described in subsection (2) by paying all such civil penalties. Partial payments shall not prevent immobilization or towing of the vehicle; and

(4) Certification of an attempt to notify the registered owner shall satisfy the requirements of subsection (2).

(b) The ~~police department~~ city shall maintain a current list of all motor vehicles to which an immobilization device may be attached pursuant to this section.

(c) The immobilization device shall be attached to the motor vehicle if located on public right-of-way, public property, or any other place where the public is invited. No motor vehicle shall be immobilized within the traveled portion of any street when immobilization at such place would create a hazard to the public or to traffic.

(d) When an immobilization device is attached to a motor vehicle, a notice shall also be affixed to the left front window stating that the immobilizing device has been attached and cautioning the operator not to attempt to operate the motor vehicle or to attempt to remove the immobilization device. The notice shall inform the owner or operator of the motor vehicle the total amount of penalties assessed under the citations for which the motor vehicle is immobilized, including any late fees or additional penalties, plus the charge for removal of the immobilization device, and the location and manner by which the owner or operator must pay the civil penalties and removal charge in order remove immobilization device from the motor vehicle.

(e) The immobilization device shall be removed from the motor vehicle upon payment of the civil penalties assessed under the citations for which the motor vehicle has been immobilized, plus the removal charge.

(f) The removal charge for the authorized removal of an immobilization device is hereby established in the amount of $50.00.

(g) In the alternative, or as an additional remedy, if an immobilization device remains on a motor vehicle for more than 24 hours, any motor vehicle described in subsection (a) may be towed from any location where it may be found within the city, if the location is in a right-of-way, public property, or place where the public is invited to travel, and shall be impounded until the registered owner pays all outstanding civil penalties, the removal charge, and the costs of towing and impoundment.

(h) This section shall be applied retrospectively, such that an outstanding citation or summons issued prior to the effective date hereof shall be includable in determining whether the requirements of subsection (a)(1) have been met.

(i) It shall be unlawful for the owner or operator of a motor vehicle to remove, damage or otherwise tamper with an immobilization device placed on his/her vehicle without first satisfying all monies owed to the city for any outstanding parking citations. any person who shall remove, damage or otherwise tamper with an immobilization device shall be punished as provided in section 1-14 of this Code.

(Ord. No. 23-23, § 1, 6-13-2023)

Editor's note(s)—Ord. No 23-23, § 1, adopted June, 13, 2023, renumbered the former §§ 78-50—78-63 as § 78-51—78-64 and enacted a new § 78-50 as set out herein.

Sec. 78-51. Civil traffic infraction hearing officer program.

Cases involving the violation of the city's parking ordinances that have been appealed to the county court shall be referred to a hearing officer designated to preside over civil traffic infractions in the county pursuant to F.S. § 318.325, as amended, and rule 6.630, of the Florida Traffic Court Rules, as amended.

(Ord. No. 18-99, § 1, 3-23-1999; Ord. No. 23-23, § 1, 6-13-2023)

Note(s)—Formerly § 78-50. See editors note for § 78-50.

Sec. 78-52. Parking of trucks in residential zones regulated.

(a) It shall be unlawful for any person to park a truck in excess of one ton in capacity for more than one hour in any residential zone or on any street abutting lots so zoned unless the truck shall be parked in an enclosed garage, provided the truck is not making deliveries or providing a service.

(b) For the purpose of this section, the term "residential zone" means any single-family zoning district as set forth in the city's land development regulations.

(Code 1975, § 18-12; Ord. No. 23-23, § 1, 6-13-2023)

Note(s)—Formerly § 78-51. See editors note for § 78-50.

Sec. 78-53. Parking limit imposed in certain areas.

It shall be unlawful for any vehicle to be parked for more than four hours during any 24-hour period within any portion of the following designated areas:

(1) On Canal Street east of U.S. Hwy. No. 1 to Riverside Drive.

(2) On Flagler Avenue from the east end of the North Causeway to Buenos Aires Street.

(Code 1975, § 18-13; Ord. No. 99-15, § 1, 10-27-2015; Ord. No. 23-23, § 1, 6-13-2023)

Note(s)—Formerly § 78-52. See editors note for § 78-50.

Sec. 78-54. Parking vehicles with curtained or obscured windows restricted.

(a) No van, bus, camper or other motor vehicle with curtained or obscured windows shall park upon the beach or on any city park, or within one block of a connecting street to the beach or a city park, after the hour of sundown and before the hour of sunup in any 24-hour period.

(b) No van, bus, camper or other motor vehicle with curtained or obscured windows may be parked and occupied on any street within the city between the hours of sundown and sunup in any 24-hour period.

(c) Any person found within any vehicle as described in subsection (a) and (b) will be given a trespass warning and be asked to remove the vehicle from the location. Failure to remove the vehicle from the area will result in a trespass violation being issued to the occupant(s) of the vehicle and the vehicle being towed. If the vehicle is unoccupied and the owner cannot be located then the vehicle shall be towed from the area.

(d) Any violation of this section shall be subject to the penalties provided in section 1-14.

(Code 1975, § 18-14; Ord. No. 23-23, § 1, 6-13-2023)

Note(s)—Formerly § 78-53. See editors note for § 78-50.

Sec. 78-55. Parking in city facilities.

(a) Motor vehicles, including passenger cars, trucks with a net weight of 9,999 pounds or less, and motorcycles are required to obtain ~~and display~~ a daily or annual permit to park in the following city facilities:

(1) 27th Street Oceanfront Park.

(2) Flagler Avenue Oceanfront Park.

(3) Esther Street Oceanfront Park.

(4) Grayce Barck North Beach ~~Community Park~~ Lot-Atlantic

Grayce Barck North Beach Lot-Peninsula

North Beach Street Parking

(5) Marianne Clancey Park.

(6) Swoope Boat Launch.

(7) East North Causeway Boat Launch.

(8) West North Causeway Boat Launch.

(b) It shall be unlawful for a motor vehicle to remain parked overnight in any city-owned and city-operated park or recreational, sports, leisure or other facility during the hours such facility is closed, unless 24-hour parking at the facility is specifically permitted. A violation of this section shall subject the owner or operator of the motor vehicle to parking fines as outlined in section 78-48, and towing at owner's expense.

(c) No vehicle shall remain in any city-owned and city-operated park or recreational, sports, leisure or other facility regardless of park hours, for the purpose of sleeping in one's vehicle. Residing in one's vehicle and remaining parked in any city-owned or city-operated facility, including but not limited to those listed in subsection (a)(1)—(8), is strictly prohibited. Any violation of this subsection shall subject the violator to a trespass warning. Continued violation after trespass warning shall subject the violator to arrest. If owner or occupier of a vehicle is arrested, the vehicle shall be towed at owner's expense.

(d) No person shall park any vehicle in any of the city facilities identified in section 78-55(a)(1)—(5), without a permit or during closed hours of the facility.

(e) No person shall park any vehicle in any of the city facilities identified in section 78-55(a)(6)—(8), without a permit or for more than 24 continuous hours whether having a daily or annual permit.

(f) Motor homes, recreational vehicle-type vehicles, trailers, trucks with a net vehicle weight of more than 9,999 pounds, truck tractors and buses are prohibited from parking in the city facilities identified in section 78-55(a) at all times, except boat trailers are permitted to park in accordance with section 78-56 at city boat launch facilities.

(g) A vehicle displaying a disabled parking permit or license plate in accordance with Florida Statutes, is exempt from the permit requirement of this section.

(h) Any violation of this section shall be punished as provided in section 78-48 of this chapter.

(Ord. No. 34-19, § 3, 6-25-2019; Ord. No. 52-20, § 3, 6-9-2020; Ord. No. 23-23, § 1, 6-13-2023)

Note(s)—Formerly § 78-54. See editors note for § 78-50.

Sec. 78-56. Boat launch parking.

(a) Except momentarily to pick up or discharge a passenger or passengers, no person shall stop, stand or park any motor vehicle or trailer within or around any city boat launch facility:

(1) At any place where official traffic control signage prohibits parking.

(2) On a sidewalk or a crosswalk or in the adjacent rights-of-way.

(3) Within a travel lane in a manner as to obstruct the free movement of traffic.

(b) No person shall stop, stand or park a vehicle without a trailer in a parking space designated solely for vehicles towing trailers.

(c) All city boat launch facilities, surrounding entryways, and other areas posted within the city, are designated tow-away zones. Any vehicles parked in violation of this section may be removed by a licensed towing contractor at the owner's expense.

(Ord. No. 52-20, § 4, 6-9-2020; Ord. No. 23-23, § 1, 6-13-2023)

Note(s)—Formerly § 78-55. See editors note for § 78-50.

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. No. 30-26 Amending Chapter 78, Traffic and Vehicles, Article II, Parking, to update provisions related to paid off-street parking, mobile payment methods, signage and related enforcement.

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):

Transitioning from metered parking and 30 kiosks to mobile payment methods will provide a more reliable and convenient means for the 31 public to pay parking fees, reduce equipment downtime, and support efficient enforcement of 32 paid parking regulations;

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.

None

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):

The ordinance is expected to result in operational efficiencies and cost reductions, including:

- Reduced maintenance and servicing costs for physical parking kiosks
- Lower labor costs associated with enforcement and collections
- Improved revenue tracking through digital payment systems
- Overall Business Impact Conclusion
- Positive Impact

The proposed ordinance is expected to have a net positive economic effect on the local business environment:

- Improves customer convenience and usability of parking
- Supports tourism and visitor access (critical to NSB economy)
- Enhances parking turnover and availability in high-demand areas
- Reduces outdated administrative requirements (receipt display)
- Introduces technology aligned with current user expectations

ORDINANCE NO. 30-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE CODE OF ORDINANCES; AMENDING CHAPTER 78, TRAFFIC AND VEHICLES, ARTICLE II, PARKING, TO UPDATE PROVISIONS RELATED TO PAID OFF-STREET PARKING, MOBILE PAYMENT METHODS, SIGNAGE, AND RELATED ENFORCEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 316.008(1)(a), Florida Statutes, delegates to local governmental units the authority to reasonably regulate parking with respect to streets and highways under their jurisdiction; and

WHEREAS, the City of New Smyrna Beach experiences significant increases in traffic and parking demand on weekends, holidays, and during the spring and summer seasons, resulting in recurring parking violations and traffic congestion; and

WHEREAS, the City has historically utilized metered parking and/or pay stations (kiosks) within certain paid parking areas; and

WHEREAS, the City Commission finds that parking kiosks and similar equipment located in coastal environments are difficult and costly to maintain due to frequent upkeep requirements and saltwater exposure and corrosion; and

WHEREAS, the City Commission finds that transitioning from metered parking and kiosks to mobile payment methods will provide a more reliable and convenient means for the public to pay parking fees, reduce equipment downtime, and support efficient enforcement of paid parking regulations; and

WHEREAS, in order to accomplish the foregoing objectives, the City Commission finds it is in the best interests of the residents and visitors of the City of New Smyrna Beach to amend Chapter 78 of the City Code of Ordinances as set forth herein, including updates that transition certain paid parking areas from metered parking and kiosks to mobile payment methods.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Amendment.*** That New Smyrna Beach Code of Ordinances, Chapter 78, Traffic and Vehicles, is hereby amended 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.)**

Chapter 78 TRAFFIC AND VEHICLES

ARTICLE II. PARKING

Sec. 78-5. Regulation of off-street parking areas; imposition of ~~metered~~ paid parking.

The city manager, ~~subject to the approval of the city commission,~~ may, from time to time, establish ~~metered~~ paid off-street parking areas and establish time limits, times, and rates for the parking of vehicles in those areas.

Sec. 78-6. Installation, regulation, control and operation.

. The city manager shall provide for the installation, regulation, control, operation, and use of paid parking or other mobile payment methods. ~~a meter or meters authorized under section 78-56~~.

Sec. 78-7. Signage; location of paid parking areas.~~meters.~~

Off-street ~~metered~~paid parking area boundaries shall be plainly marked and signage shall be placed at all entrances indicating the area is regulated as a ~~metered~~paid parking area. The signage shall also provide directions to operators of vehicles for payment of parking fees ~~at a meter or meters~~ which shall be located in a convenient location.

Sec. 78-8. Installation of parking mobile payment signs.~~meter or machine~~.

Each ~~meter or machine~~ installation~~ed~~ of a mobile payment sign within a ~~metered~~paid parking area for collection of parking fees shall indicate by proper legend the legal parking time and rates and charges, and the proper method of payment.~~, and shall issue a receipt upon payment showing an expiration time and date.~~ Mobile payment options should indicate legal parking time, rates and charges and issue a confirmation upon completion of payment.

~~**Sec. 78-9. Placement of receipts in vehicle.**~~

~~Each receipt issued to the operator of a vehicle by the meter or machine shall be placed upon the dash of the operator's towing motor vehicle with the printed information face up and in a manner that the printed information is clearly visible from the outside of the vehicle. The vehicle shall be locked to prevent theft or loss of the parking receipt. A violation of this section shall be punished as provided in section 78-48.~~

Sec. 78-~~10~~9. Illegal parking in city.

(a) If any vehicle shall remain parked in any parking area beyond the parking time limit, or beyond the parking time limit paid for at the rates and charges provided therefore, the vehicle shall be considered as parked overtime and the person committing the infraction shall be punished as provided in section 78-48. In addition to the penalties as provided in Section 78-48, the vehicle may be impounded or towed by the police department or designated individual.

~~(b) If any vehicle shall be parked within the designated metered parking area without a receipt, or without a receipt properly displayed as provided in section 78-9, the vehicle shall be considered as parked overtime and a parking fine as provided in section 78-48.~~

(be) No person shall park or leave unattended any trailer not attached to a towing motor vehicle within any parking area of the city. Any such trailer may be impounded or towed at the direction of a police officer or designated employee by the Chief of Police, and the owner thereof shall be assessed a parking fine as provided in section 78-48, and all towing fees associated with removal of the trailer.

(dc) A vehicle displaying a disabled parking permit or license plate in accordance with Florida Statutes is exempt from section (a) ~~and (b)~~ of this section.

Sec. 78-101. Parking of vehicles without affixed current and valid registration license plate and validation sticker; removal, impoundment, and immobilization of such vehicles.

(a) No person shall stop, stand, or park a vehicle upon any street or in any off-street parking facility in the City unless such vehicle has affixed to it a current and valid license plate and validation sticker.

(b) Any motor vehicle without a current and valid license plate and validation sticker affixed to it found parked at any time upon any street or in any off-street parking facility in the city is subject to the issuance of a parking violation and to the penalties outlined in section 78-48, and shall be immediately immobilized by or at the direction of a parking enforcement specialist or designee of the chief of police. No such vehicle shall be immobilized by any means other than by the use of a device or other mechanism which will not cause damage to such vehicle unless it is moved while such device or mechanism is in place.

(c) It shall be the duty of the parking enforcement specialist immobilizing such motor vehicle, or under whose direction such vehicle is immobilized, to post on such vehicle, in a conspicuous place, notice sufficient to inform the owner or operator of the vehicle that:

(1) The vehicle has been immobilized pursuant to and by the authority of Section 78-11 of the City of New Smyrna Beach's Code of Ordinance; and

(2) The owner of such immobilized vehicle, or other duly authorized person, shall be permitted to repossess or to secure the release of the vehicle upon compliance with either of the following procedures:

a. Payment to the Parking Division of the City of New Smyrna Beach Police Department of the fine prescribed in Section 78-48, as amended, of this Code for the offense of parking a vehicle without a current and valid registration license plate and validation sticker affixed to it; or
b. Request a hearing before a designated official, designated by the chief of police to hear such matters, concerning the validity of the issuance of the parking violation for the offense of parking a vehicle without a current and valid license plate and validation sticker affixed to it, and provide the Parking

Division of the City of New Smyrna Beach with the vehicle owner's current home address.

(d) It shall be unlawful for anyone, except those persons authorized by the chief of police, to remove or attempt to remove, tamper with, or in any way damage or alter the immobilization device. A violation of this section is punishable pursuit to section 1-14 of this Code, and any cost associated with damage to the immobilization device due to the person actions.

(e) If the owner of the immobilized vehicle, or other duly authorized person, does not make arrangements for removal of the immobilization device in accordance with the foregoing provisions within twenty-four (24) hours of the time such motor vehicle was immobilized, a police officer is hereby authorized to impound such vehicle.

Sec. 78-11~~2~~. Unattended Motor Vehicles.

(a) No person driving or in charge of a motor vehicle, shall permit it to stand unattended without first stopping the engine, locking the ignition, and removing the key.

(b) Violations of this section are subject to the penalties outlined in section 78-48 and may be subject to impoundment as set forth in section 78-50.

~~**Sec. 78-13. Reserved.**~~

Sec. 78-12~~3~~ 78-39. – Reserved.

...

Sec. 78-47. - Failure to comply with citation; warning letter and collection.

(a) *Letter generation phase.* A warning letter, in a form approved by the county court, shall be mailed to the registered owner of a vehicle when a citation has been unpaid or a court hearing has not been requested for a period of ten days. The original fine due shall be doubled upon the mailing of the warning letter. If the fine due is not paid within the ~~ten~~14-day-period specified in the warning letter, a second warning letter will be sent to the violator requesting payment be made immediately, the police chief, at the direction of the clerk of county court, shall issue a summons to the registered owner of the vehicle to appear in court for arraignment unless the fine and delinquent fee are paid within the ten-day period specified in the warning letter. If the fine, delinquent fee and a process charge of $10.00 per summons are paid prior to the court date and hour set forth on the summons, the case will be considered closed. This summons shall be mailed by certified mail with return receipt requested. These summons shall be issued on a weekly basis.

(b) *Submission to collection agency.* If any parking citation remains unpaid ~~30~~ 90 days after the date of the second warning letter, the violator's information will be submitted to a collection agency. If the defendant fails to appear for the arraignment, and the court file reflects the

owner has received the certified letter as to the arraignment, the court may issue a warrant for the arrest of the defendant.

Sec. 78-48. - Fines and penalties for violation of article.

(a) Fines. For a violation of this article, the following applicable fines shall be imposed:

(1) Any overtime parking or any other parking violation not specified below $30.00

(2) Any overtime or parking violation of a vehicle in the following parking lots, including any city-owned parking lots or facilities not listed $50.00

a. 27th Avenue Lot
b. Maryanne Clancy Lot
c. Flagler Avenue Lot
d. ~~Ester~~ Esther Street Lot
e. ~~Grace~~ Grayce Barck North Beach Lot - Atlantic
f. East Boat Ramp
g. West Boat Ramp
h. Swoope Boat Ramp
i. Manatee Park
j. Grayce Barck North Beach Lot- Peninsula

(3) Handicapped parking violation $250.00

(4) Any parking in the right-of-way along the following boat launch parking lots $100.00
a. East Boat Ramp
b. West Boat Ramp
c. Swoope Boat Ramp

(5) Unauthorized parking in fire lane $30.00

(b) Penalties. Failure to pay any outstanding parking fines will result in suspension of any city issued parking permit to said violator. Further, no new city parking permits will be issued to any person who has outstanding fines owed to the city for any violations contained within this chapter.

(c) For the purpose of this section a handicapped parking violation shall be parking in violation of F.S. § 316.1955. See F.S. §§ 316.008(4), 316.1955 and 553.5041.

Sec. 78-49. - Parking violation information to be furnished to state department of highway safety and motor vehicles.

The city ~~police department~~ is hereby authorized and directed to supply the State of Florida Department of Highway Safety and Motor Vehicles with a listing of persons, in a state department of highway safety and motor vehicles approved communications format, who have three or more outstanding parking violations or one or more parking violation(s) of F.S. §§

316.1955 or 316.1957, or any city ordinances which regulate parking in spaces for persons with disabilities.

Sec. 78-50. - Immobilization or towing of vehicles.

(a) Any police officer or employee designated by the chief of police is hereby authorized to attach a wheel clamp, parking boot, or other nondestructive device that is capable of immobilizing a motor vehicle under the following conditions:

(1) The registered owner of any motor vehicle which has, on at least three occasions, been found stopped, standing, or parked on any street, alley, thoroughfare, or other public property in violation of state law or city ordinance, and has failed to pay the penalties indicated upon the citations or summons issued by a police officer or parking enforcement specialist of the city, or imposed by order of court; and

(2) The registered owner of a motor vehicle has been given notice by mail or otherwise that the provisions of this section will be enforced against any motor vehicle registered to that owner within ten days of the notice; and

(3) The registered owner of the motor vehicle has failed or refused to respond to the notice described in subsection (2) by paying all such civil penalties. Partial payments shall not prevent immobilization or towing of the vehicle; and

(4) Certification of an attempt to notify the registered owner shall satisfy the requirements of subsection (2).

(b) The ~~police department~~ city shall maintain a current list of all motor vehicles to which an immobilization device may be attached pursuant to this section.

(c) The immobilization device shall be attached to the motor vehicle if located on public right-of-way, public property, or any other place where the public is invited. No motor vehicle shall be immobilized within the traveled portion of any street when immobilization at such place would create a hazard to the public or to traffic.

(d) When an immobilization device is attached to a motor vehicle, a notice shall also be affixed to the left front window stating that the immobilizing device has been attached and cautioning the operator not to attempt to operate the motor vehicle or to attempt to remove the immobilization device. The notice shall inform the owner or operator of the motor vehicle the total amount of penalties assessed under the citations for which the motor vehicle is immobilized, including any late fees or additional penalties, plus the charge for removal of the immobilization device, and the location and manner by which the owner or operator must pay the civil penalties and removal charge in order remove immobilization device from the motor vehicle.

(e) The immobilization device shall be removed from the motor vehicle upon payment of the civil penalties assessed under the citations for which the motor vehicle has been immobilized, plus the removal charge.

(f) The removal charge for the authorized removal of an immobilization device is hereby established in the amount of $50.00

(g) In the alternative, or as an additional remedy, if an immobilization device remains on a motor vehicle for more than 24 hours, any motor vehicle described in subsection (a) may be towed from any location where it may be found within the city, if the location is in a right-of-way, public property, or place where the public is invited to travel, and shall be impounded until the registered owner pays all outstanding civil penalties, the removal charge, and the costs of towing and impoundment.

(h) This section shall be applied retrospectively, such that an outstanding citation or summons issued prior to the effective date hereof shall be includable in determining whether the requirements of subsection (a)(1) have been met.

(i) It shall be unlawful for the owner or operator of a motor vehicle to remove, damage or otherwise tamper with an immobilization device placed on his/her vehicle without first satisfying all monies owed to the city for any outstanding parking citations. any person who shall remove, damage or otherwise tamper with an immobilization device shall be punished as provided in section 1-14 of this Code.

...

Sec. 78-55. - Parking in city facilities.

(a) Motor vehicles, including passenger cars, trucks with a net weight of 9,999 pounds or less, and motorcycles are required to obtain ~~and display~~ a daily or annual permit to park in the following city facilities:

(1) 27th Street Oceanfront Park.

(2) Flagler Avenue Oceanfront Park.

(3) Esther Street Oceanfront Park.

(4) Grayce Barck North Beach ~~Community Park~~ Lot- Atlantic.

(5) Grayce Barck North Beach Lot- Peninsula.

(6) North Beach Street Parking.

(~~5~~7) Marianne Clancey Park.

(~~6~~8) Swoope Boat Launch.

(~~7~~9) East North Causeway Boat Launch.

(~~8~~10) West North Causeway Boat Launch.

...

SECTION 2: ***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 Ordinance. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved. The provisions of this ordinance are intended to be incorporated into the code of Ordnance of the City of New Smyrna Beach, Florida, and the sections of this ordinance may be renumber, re-lettered, and the word "ordinance" may be

changed to "sections, "article," or such other word or phrase in order to accomplish such intention.

SECTION 3: ***Public Hearing.*** That the public hearing considering the adoption of this ordinance shall be held at 5:30 p.m. on July 14, 2026, in the City Commission Chambers at City Hall, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 4: ***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 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: ***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 7: ***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: 6/3/2026

Parking Ordinance Updates

Proposed amendments to modernize parking operations

Steve Mendygral
Director of Mobility and Parking

City of New Smyrna Beach

1971

Why Update the Ordinance?

The update aligns parking rules with future operational improvements and Parking Task Force recommendations.

RECENT UPDATE

Chapter 78, Article II was last updated in June 2023.

MODERNIZATION NEED

The Parking Task Force identified opportunities to modernize the City's parking regulations.

OPERATIONAL BENEFIT

Proposed amendments implement key recommendations and improve parking operations.

Allow payments by mobile app, text-to-pay, or call center.

WHAT CHANGES

- Expand payment options for visitors.
- Improve convenience while reducing City operating costs.
- Remove the current paper receipt requirement.

Annual permit holders are unaffected by this change.

ESTIMATED ANNUAL SAVINGS

Lower operating costs

$12,000	Kiosk warranty
$8,500	Transaction fees
Staff time	Reduced collection effort

The next step is to expand the North Beach paid parking area

IMPROVEMENTS COMPLETED OVER THE PAST YEAR

- Sidewalk expansion
- Parallel parking on Sapphire Road
- Vegetation cleanup
- New no-parking areas

PAID PARKING INVENTORY

20 to 98

paid spaces

Annual permit holders may continue parking in the area at no charge.

Questions?

Thank you.

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

ORDINANCE NO. 31-26: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED, AT A SECOND READING AND PUBLIC HEARING WILL ANNEX APPROXIMATELY 0.34 ± ACRES OF LAND LOCATED AT 2264 DOSTER DRIVE.

July 14, 2026

Background:

Applicant and Property Owners: Brian P. and Raquel Heath, 2264 Doster Drive, New Smyrna Beach, Florida 32168.

Request: Voluntary annexation:

- **From:** Unincorporated Volusia County.
- **To:** City of New Smyrna Beach.

Site Information:

- **Size:** 0.34 ± acres.
- **Location:** Southeast corner of Doster Drive and Bolton Road.

Tax I.D. Number: 7344-03-00-0110

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 of New Smyrna Beach, 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 addressed as 2264 Doster Drive is developed with a single-family house. 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, (FLU), categories and zoning designations that would be as similar as possible to existing County categories and designations. The existing County FLU category is Urban Low Intensity. The existing County zoning designation is R-4, Urban Single Family Residential. The proposed City FLU category is Low 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 located at 2264 Doster Drive has a 6-inch PVC water line in the Doster Drive right-of-way, but central 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 addressed as 2264 Doster Drive is developed with a single-family house 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 4 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 June 1, 2026, the Planning and Zoning Board voted, 7-0, to give a positive recommendation to the City Commission to **approve** the requested annexation application.

The Planning Department also recommends the City Commission to **approve** the requested annexation application.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

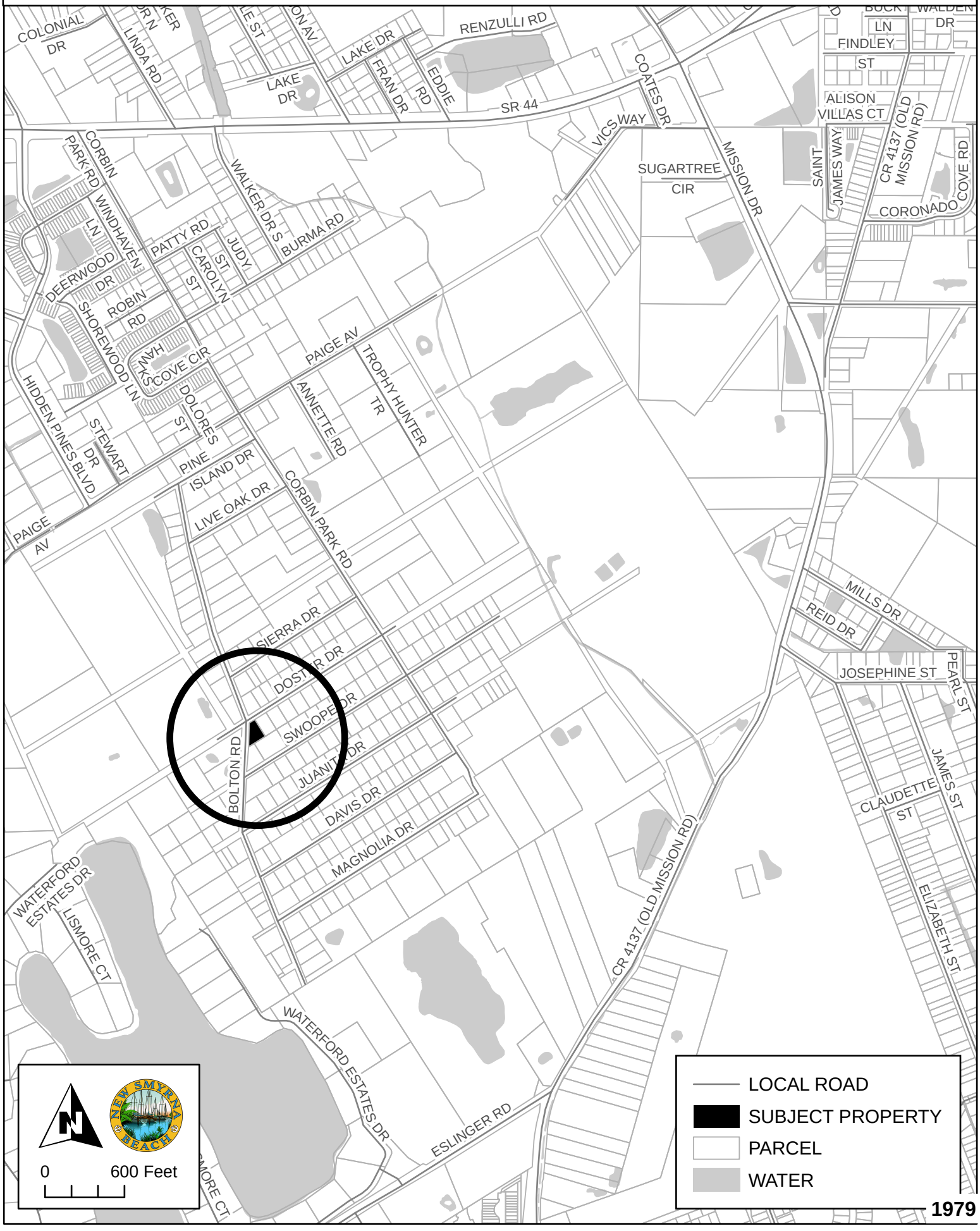
Staff Report Created By: Shane Corbin - Developmental Services Director

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 Warranty Deed.pdf
Business Impact Estimate - Ord 31-26 2264 Doster Dr.pdf
Ord 31-26 Annexation 2264 Doster Dr.pdf

A-1-26: 2264 DOSTER DRIVE
PARCEL: 7344-03-00-0110 LOCATION MAP



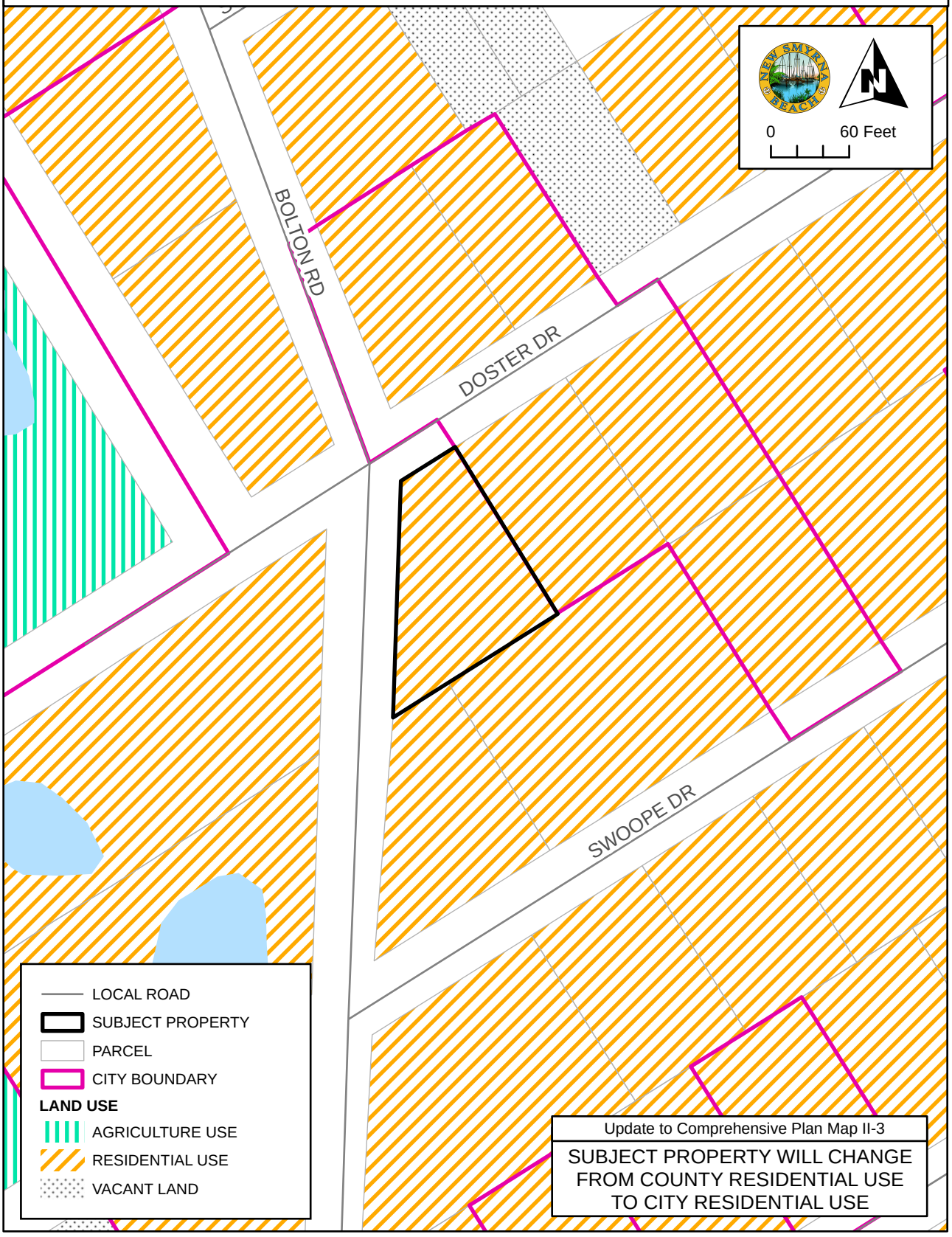
1979

A-1-26: 2264 DOSTER DRIVE
PARCEL: 7344-03-00-0110 AERIAL MAP



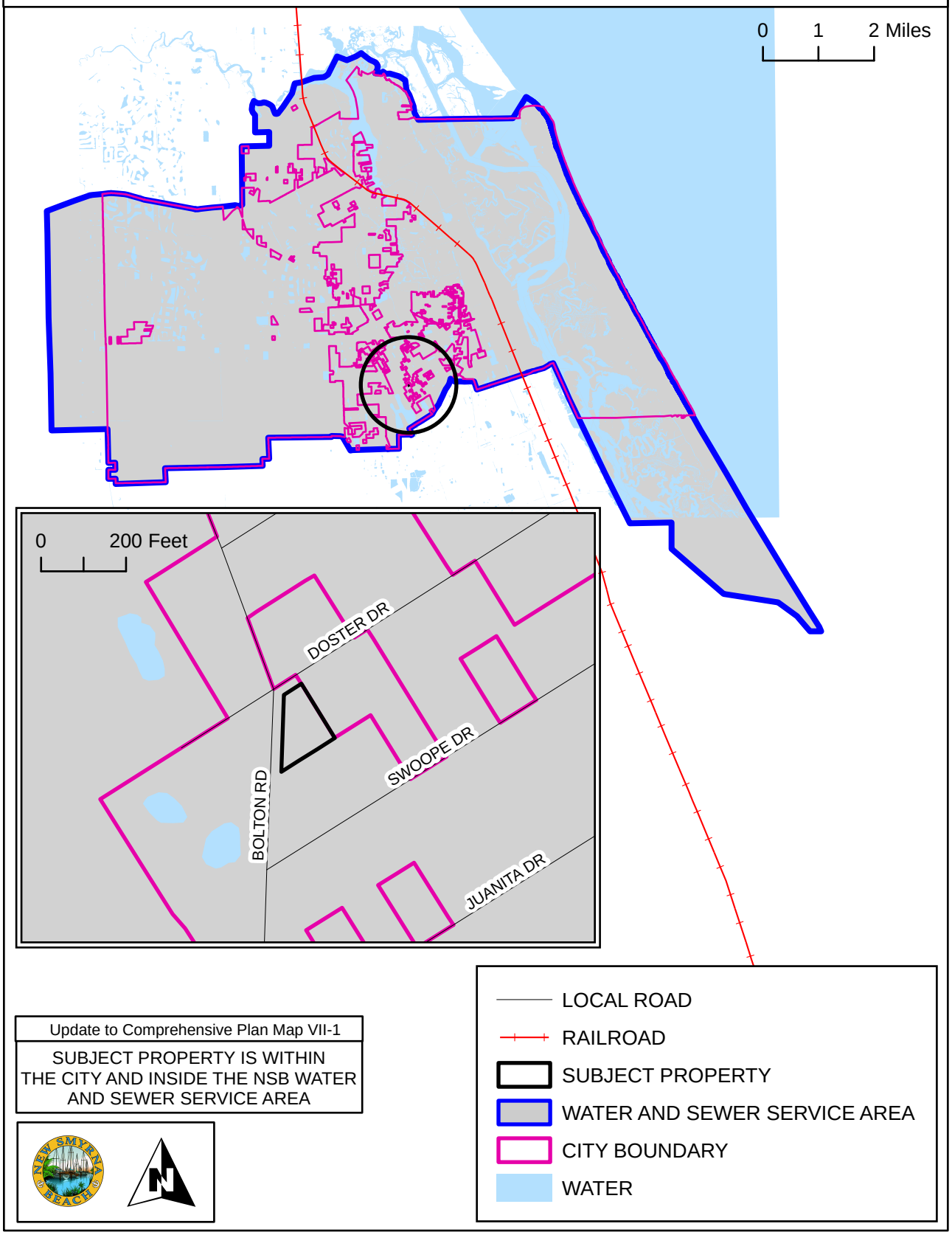
EXISTING LAND USE DESIGNATIONS

A-1-26



WATER AND SEWER SERVICE AREA

A-1-26

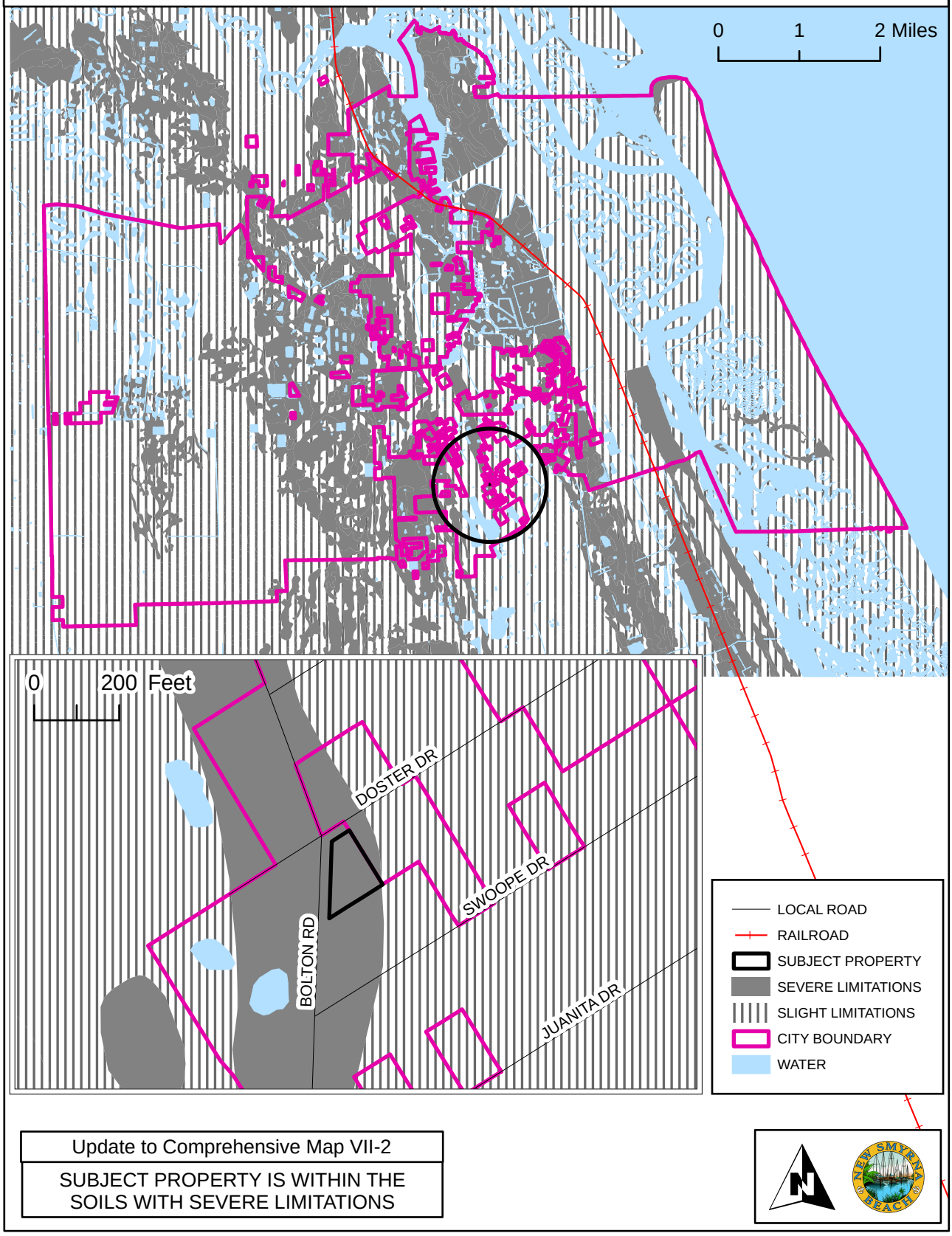


Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-1-26



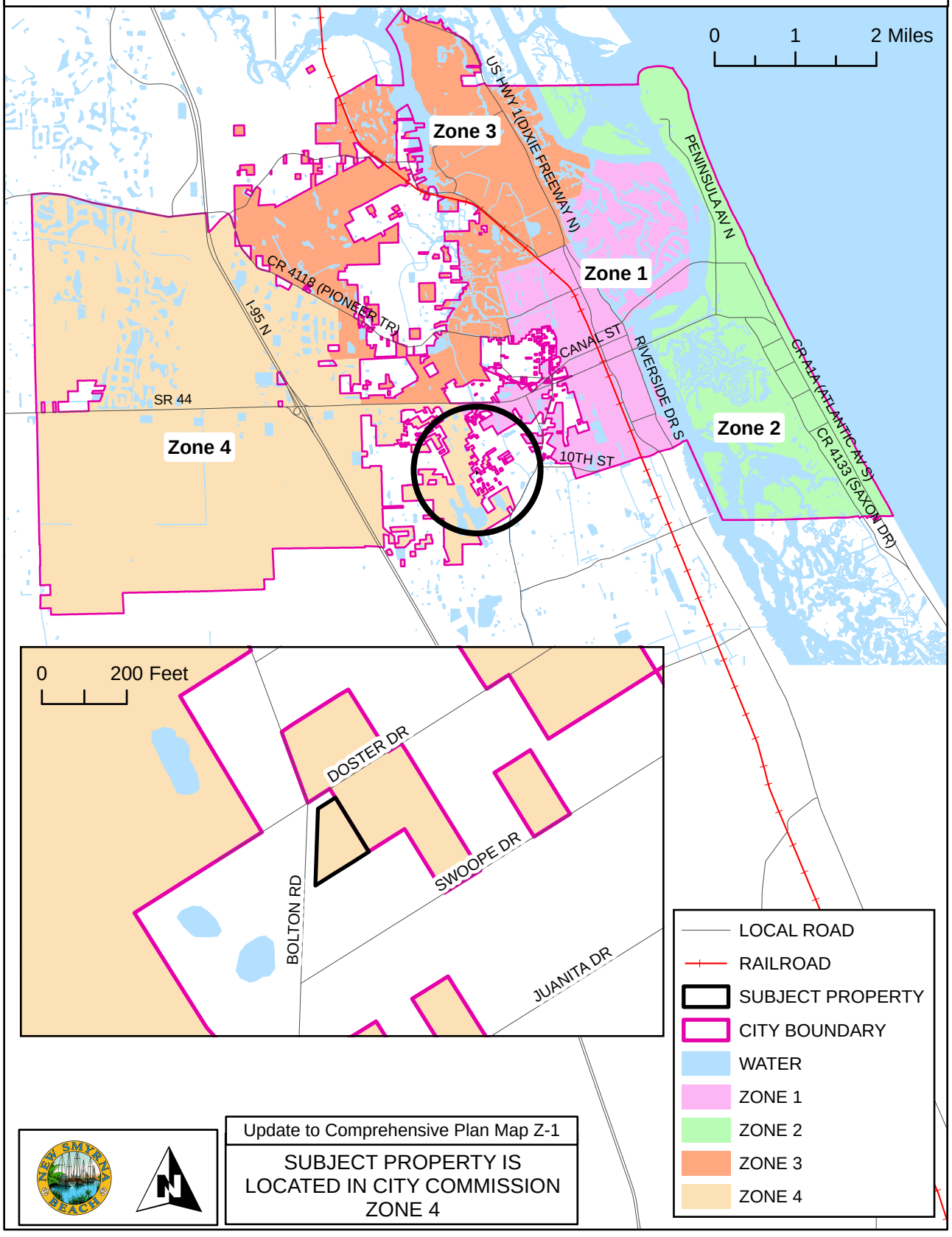
Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE LIMITATIONS

1983

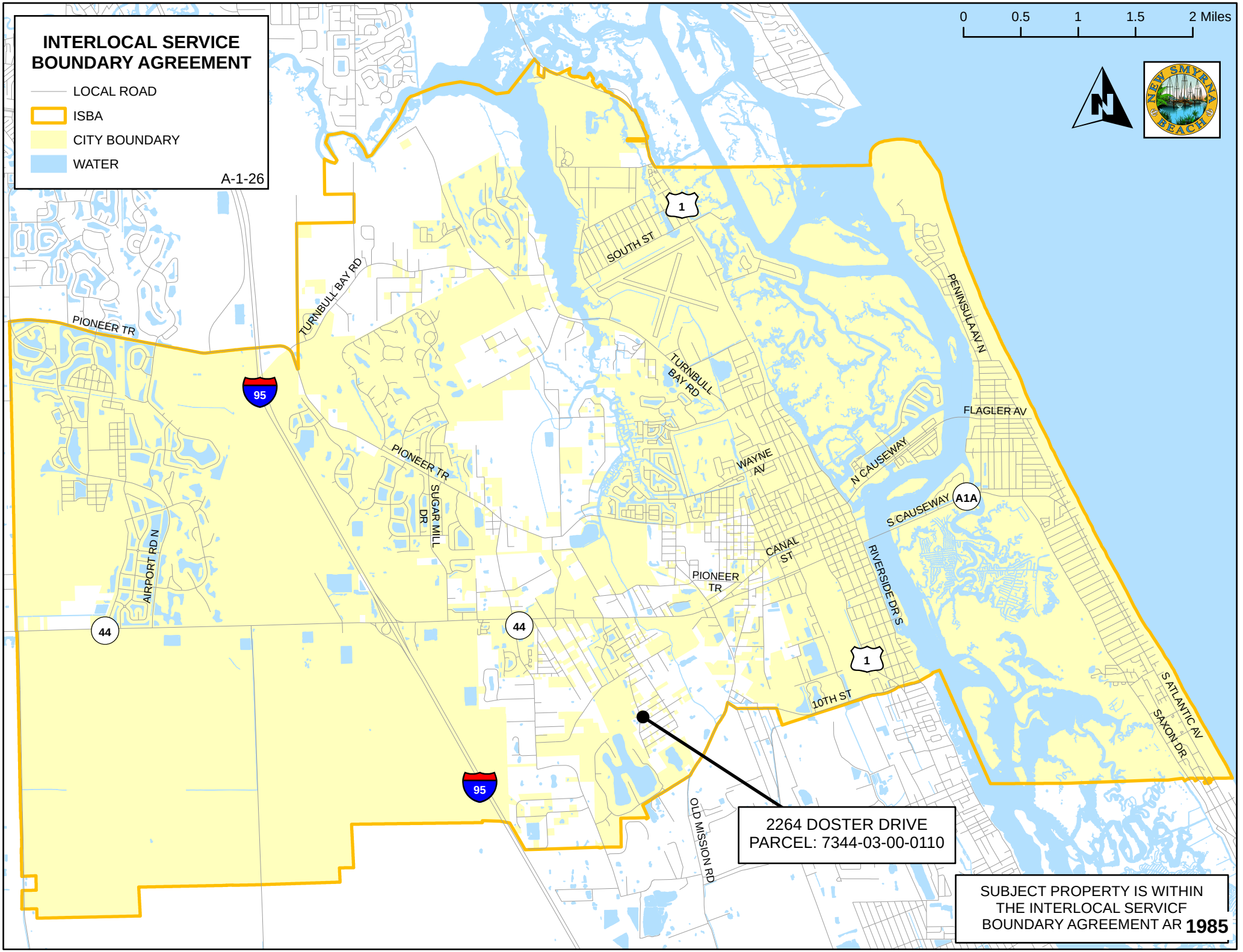
COMMISSION ZONES

A-1-26



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 4


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-1-26
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
WAYNE AV
S CAUSEWAY
A1A
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
SUGAR MILL DR
AIRPORT RD N
OLD MISSION RD
95
44
1
2264 DOSTER DRIVE
PARCEL: 7344-03-00-0110
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 1985

LEGAL DESCRIPTION

Address:
2264 Doster Drive, New Smyrna Beach, Florida 32168

Parcel Number
7344-03-00-0110

AltKey Number:
3734513

Metes and Bounds by Kenneth Bohannon, Esq.

LOTS 11 AND 12 CORBIN PARK SUBDIVISION NUMBER 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 23, PAGE 146, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Prepared By: Teresa A. Prompovitch
Professional Title Agency, Inc.
400 Canal Street
New Smyrna Beach FL 32168
incidental to the issuance of a title insurance policy.
File Number: n4984
Parcel ID# 7344-03-00-0110

Doc stamps 168.00
(Transfer Amt $ 24000)
Instrument# 2003-189616
Book: 5131
Page: 3810
Diane M. Matousek
Volusia County, Clerk of Court

WARRANTY DEED
(INDIVIDUAL)

This *WARRANTY DEED*, dated **07/29/2003** by
BILL B. FARMER and JEAN D. FARMER, husband and wife
whose post office address is:
1206 Live Oak Street, New Smyrna Beach FL 32168
hereinafter called the GRANTOR, to
BRIAN P. HEATH and RAQUEL HEATH, husband and wife
whose post office address is:
2813 Unity Tree Drive, Edgewater, FL 32141
hereinafter called the GRANTEE:
(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of $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, viz:

Lots 11 and 12, CORBIN PARK SUB NO. 3, according to the plat thereof, recorded in Map Book 23, Page 146 of the Public Records of Volusia County, Florida.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year **2003** and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, 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.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Witness #1 Signature: _____
Witness #1 Print Name: Teresa A. Prompovitch

Witness #2 Signature: _____
Witness #2 Print Name: CHERYL J. SECKI

Bill B. Farmer
BILL B. FARMER

Jean D. Farmer
JEAN D. FARMER

State of **Florida**
County of **Volusia**

I am a notary public of the state of **Florida** and my commission expires: **March 12, 2006**
THE FOREGOING INSTRUMENT was acknowledged before me on **07/29/2003** by:
BILL B. FARMER and JEAN D. FARMER, husband and wife
who is personally known to me or who has produced drivers license as identification.

Notary Seal

Signature: _____
Teresa A. Prompovitch Notary Public

TERESA A. PROMPOVITCH
MY COMMISSION # DD [illegible]
EXPIRES March 12, 2006

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 31-26 Annexing 2264 Doster Dr.

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. 31-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH ANNEXING 0.34± ACRES OF PROPERTY GENERALLY LOCATED ON THE SOUTHEAST CORNER OF DOSTER DRIVE AND BOLTON ROAD, ADDRESSED AS 2264 DOSTER DRIVE; PROVIDING FOR REDEFINING BOUNDARIES OF THE CITY; DESIGNATING THE PROPERTY WITHIN COMMISSION ZONE 4; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR REQUIRED FILINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Brian P. Heath and Raquel Heath, 2264 Doster Drive, New Smyrna Beach, Florida 32168, applicants and property owners, have requested the annexation of 0.34± acres of property generally located on the southeast corner of Doster Drive and Bolton Road, addressed as 2264 Doster Drive; and

WHEREAS, the Planning and Zoning Board, at its regularly scheduled meeting on June 1, 2026, by a vote of 7-0, 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 4. 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 July 28, 2026, at 5:30 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: 6/19/2026

EXHIBIT "A"

LEGAL DESCRIPTION

Address:
2264 Doster Drive, New Smyrna Beach, Florida 32168

Parcel Number
7344-03-00-0110

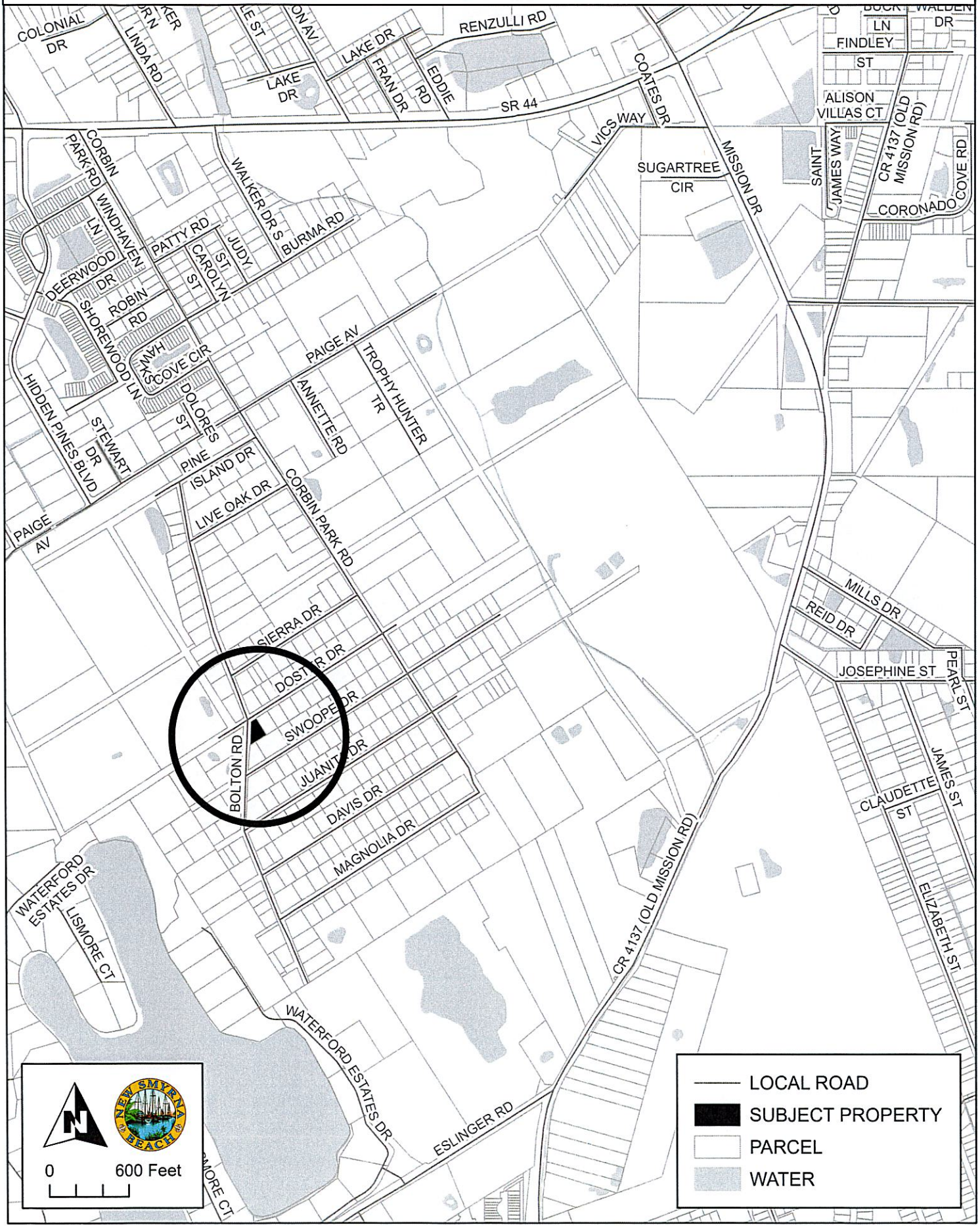
AltKey Number:
3734513

Metes and Bounds by Kenneth Bohannon, Esq.

LOTS 11 AND 12 CORBIN PARK SUBDIVISION NUMBER 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 23, PAGE 146, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT "A"

A-1-26: 2264 DOSTER DRIVE
PARCEL: 7344-03-00-0110 LOCATION MAP



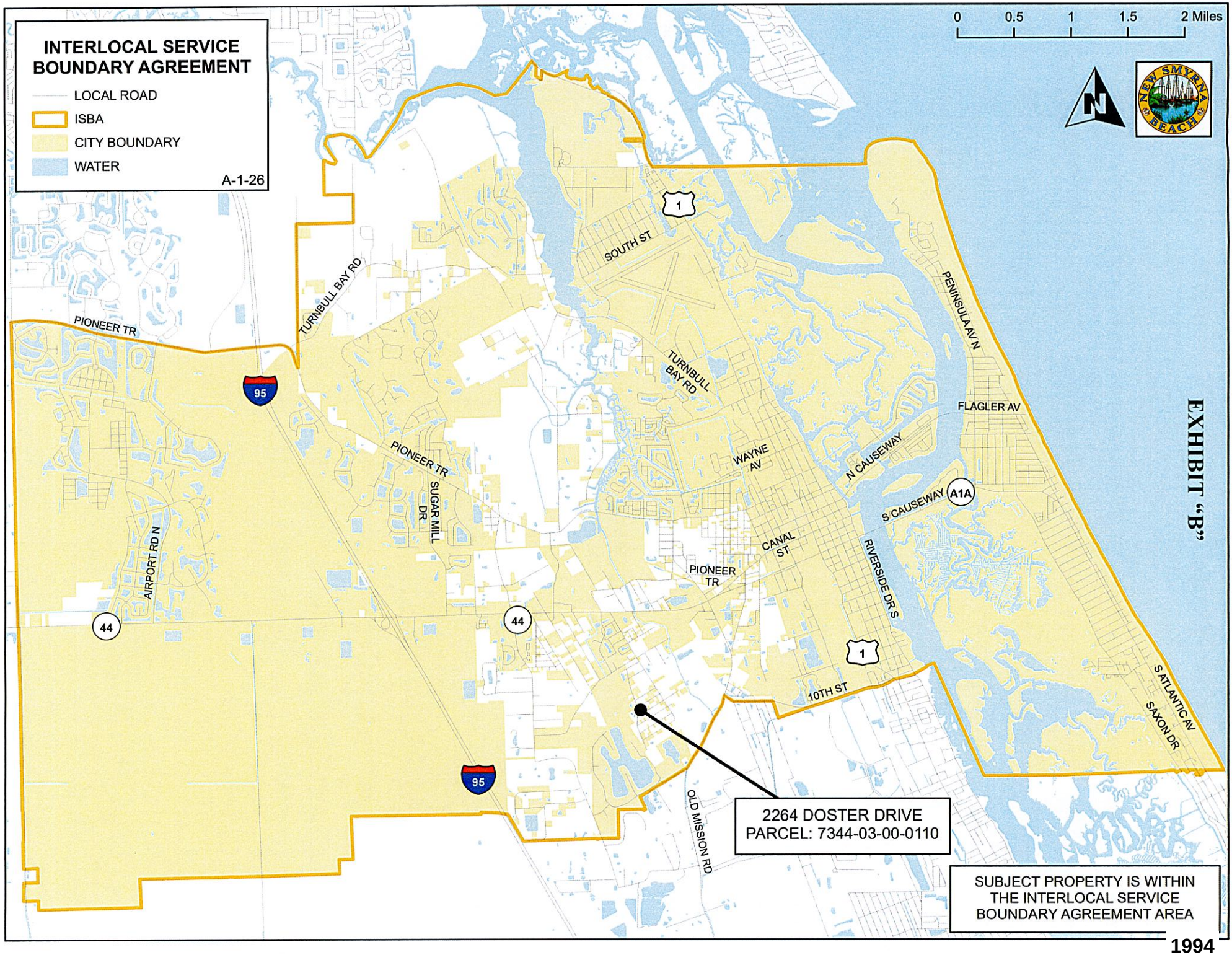
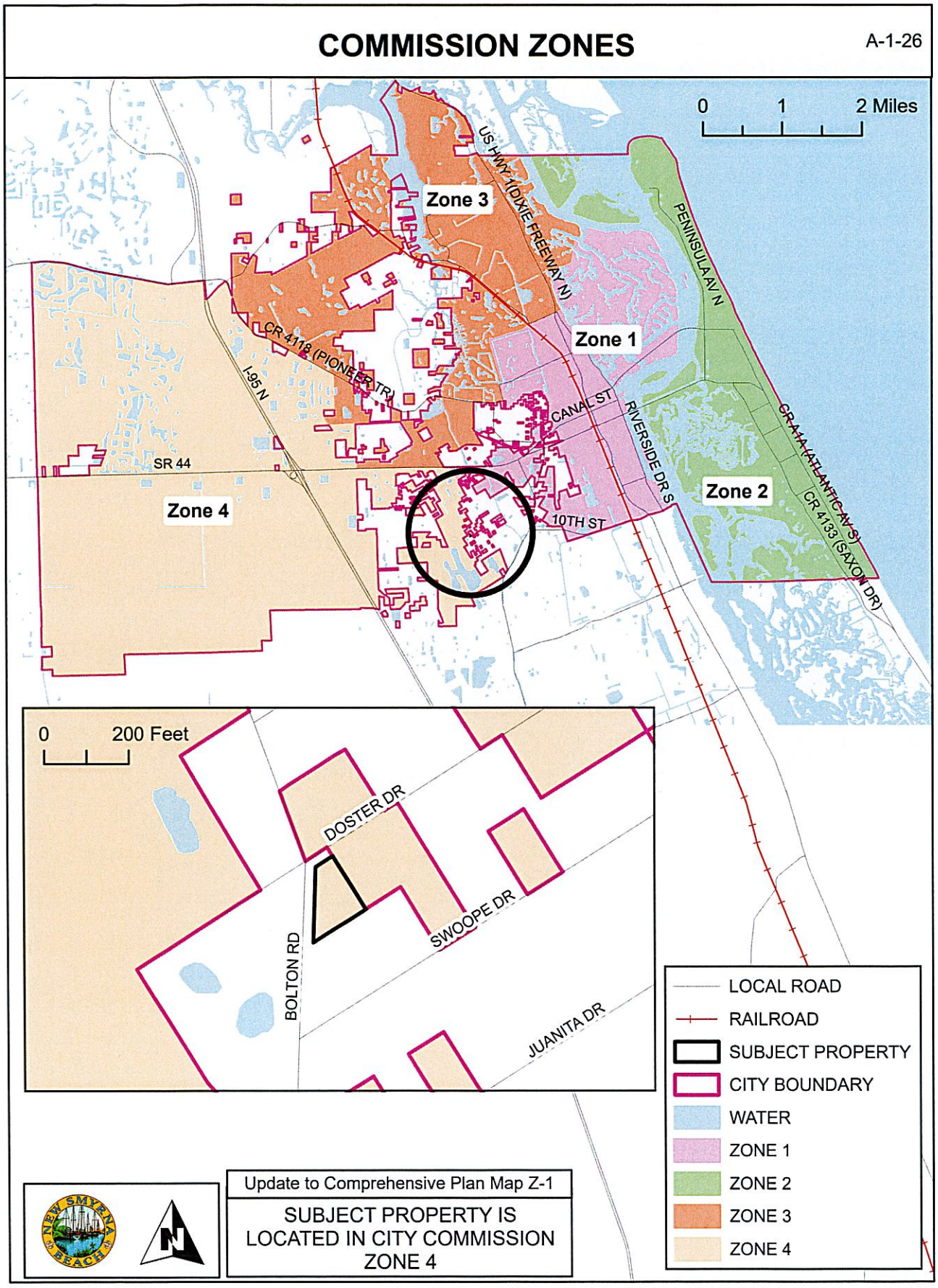

INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-1-26
0 0.5 1 1.5 2 Miles
EXHIBIT "B"
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
S CAUSEWAY
A1A
WAYNE AV
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
95
44
1
2264 DOSTER DRIVE
PARCEL: 7344-03-00-0110
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA
1994

EXHIBIT "C"


COMMISSION ZONES
A-1-26
0 1 2 Miles
Zone 3
Zone 1
Zone 2
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 4133 (SAXON DR)
0 200 Feet
DOSTER DR
SWOOPE DR
BOLTON RD
JUANITA DR
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 4

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

ORDINANCE NO. 32-26: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED AT A SECOND READING AND PUBLIC HEARING, WOULD APPROVE A SMALL-SCALE *COMPREHENSIVE PLAN* AMENDMENT CHANGING THE FUTURE LAND USE MAP ON A PROPERTY LOCATED AT 2264 DOSTER DRIVE AS PART OF AN OVERALL ANNEXATION APPLICATION.

July 14, 2026

Background:

Applicant and Property Owners: Brian P. and Raquel Heath, 2264 Doster Drive, New Smyrna Beach, Florida 32168.

Request: Small-Scale *Comprehensive Plan* amendment:

- **From:** Volusia County Future Land Use (FLU) category of Urban Low Intensity.
- **To:** City Future Land Use category of Low Density Residential.

Site Information:

- **Size:** 0.34 ± acres.
- **Location:** Southeast corner of Doster Drive and Bolton Road.

Tax I.D. Number: 7344-03-00-0110

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 of New Smyrna Beach, 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 addressed as 2264 Doster Drive is developed with a single-family house. 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, (FLU), categories and zoning designations that would be as similar as possible to existing County categories and designations. As discussed above, the existing County FLU category is Urban Low Intensity. The proposed City FLU category is Low Density Residential. A text description of the proposed City Low 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 located at 2264 Doster Drive has a 6-inch PVC water line in the Doster Drive right-of-way, but central 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 addressed as 2264 Doster Drive is developed with a single-family house 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 4 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:

At its regular scheduled meeting on June 1, 2026, the Planning and Zoning Board voted, 7-0, to give a positive recommendation to the City Commission to **approve** the requested Small-Scale *Comprehensive Plan* amendment amending the Future Land Use map to City Low Density Residential as part of an overall annexation application.

The Planning Department also recommends the City Commission to **approve** the requested Small-Scale *Comprehensive Plan* amendment amending the Future Land Use to City Low Density Residential as part of an overall annexation application.

Fiscal Analysis:
N/A

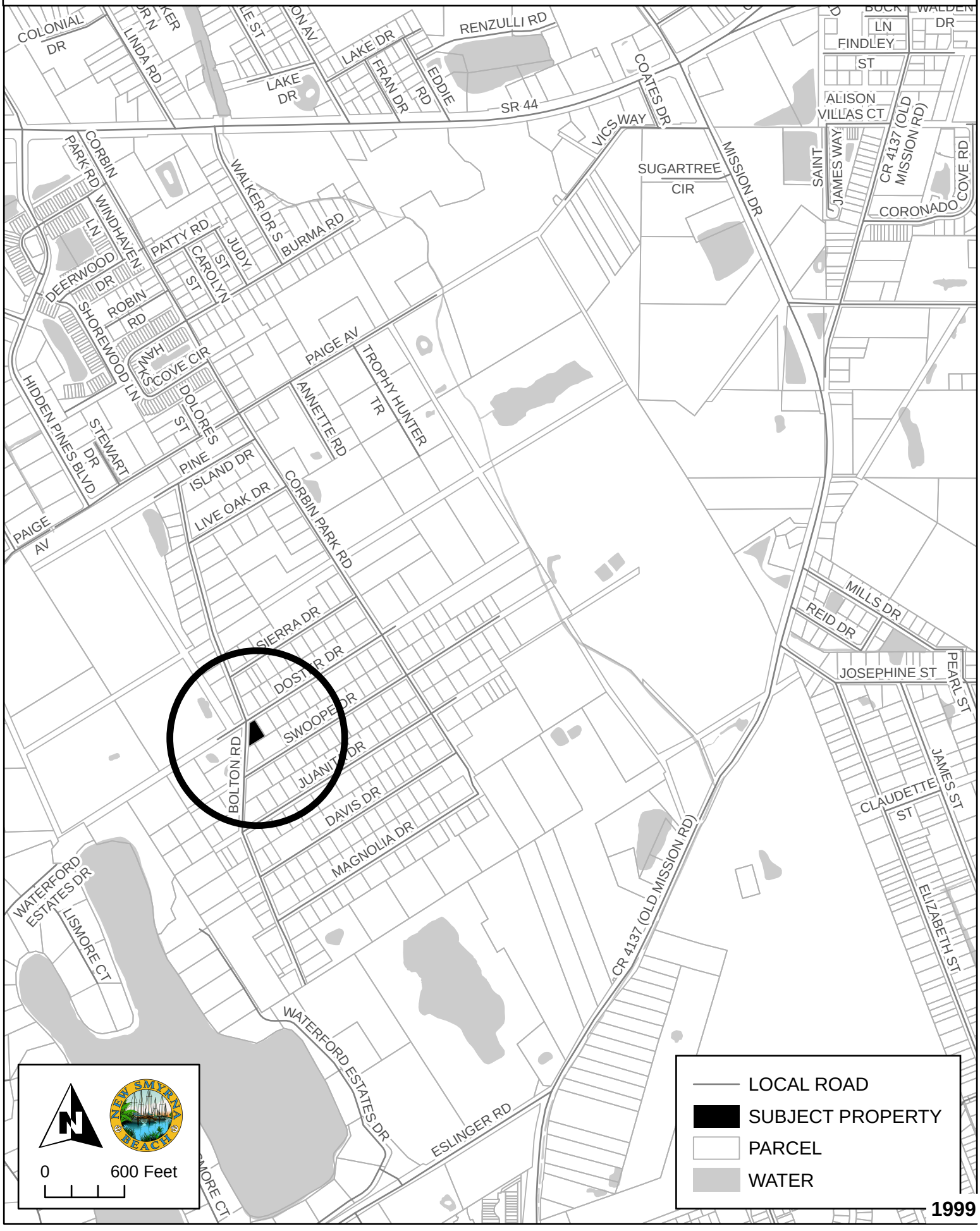
Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing FLU Map.pdf
Exhibit D County Urban Low Intensity FLU Text.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City Low-Density Residential FLU Text.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 Warranty Deed.pdf
Business Impact Estimate - Ord 32-26 2264 Doster Dr.pdf
Ord 32-26 Small Scale 2264 Doster Dr.pdf

A-1-26: 2264 DOSTER DRIVE
PARCEL: 7344-03-00-0110 LOCATION MAP



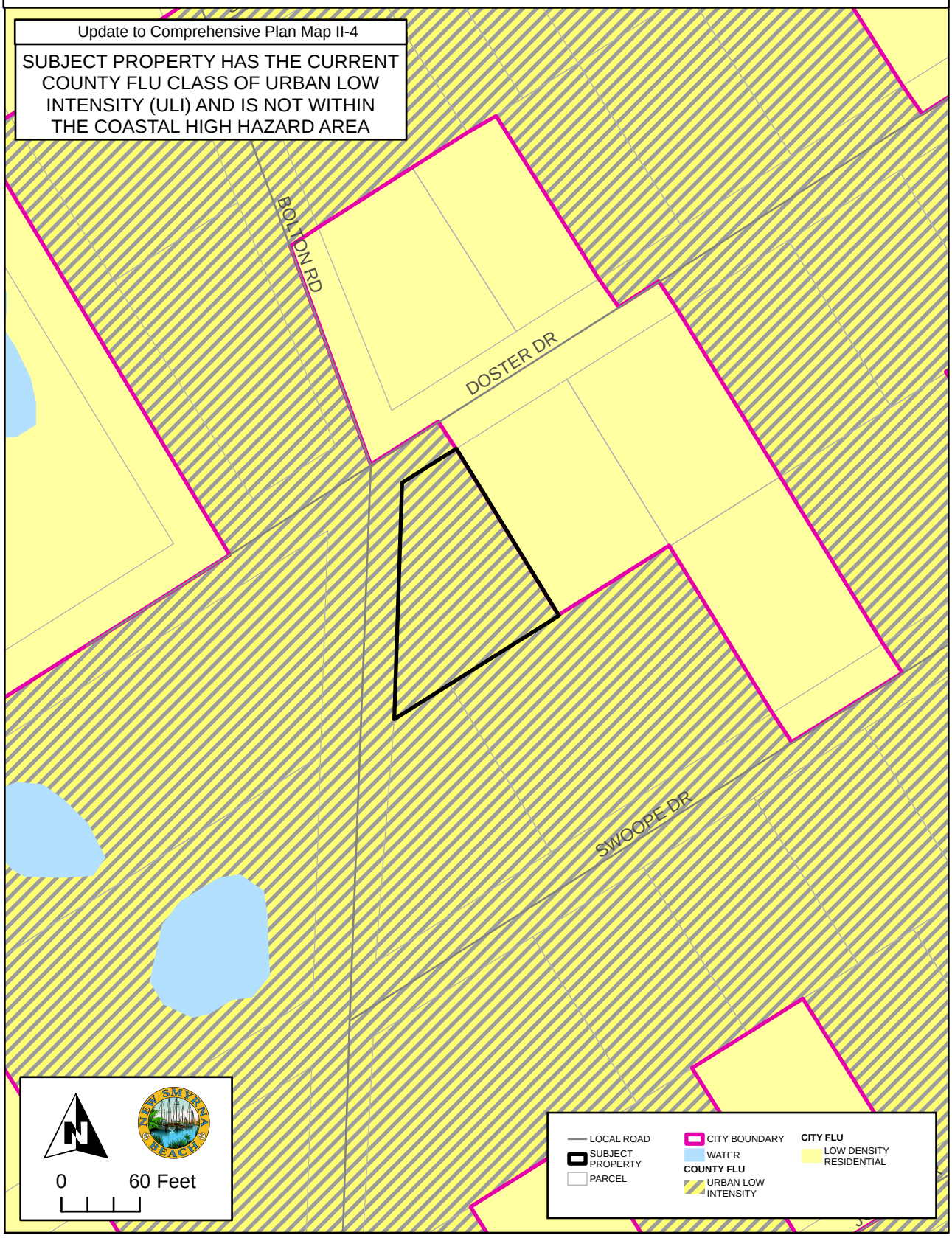
1999

A-1-26: 2264 DOSTER DRIVE
PARCEL: 7344-03-00-0110 AERIAL MAP



EXISTING FUTURE LAND USE DESIGNATIONS

A-1-26



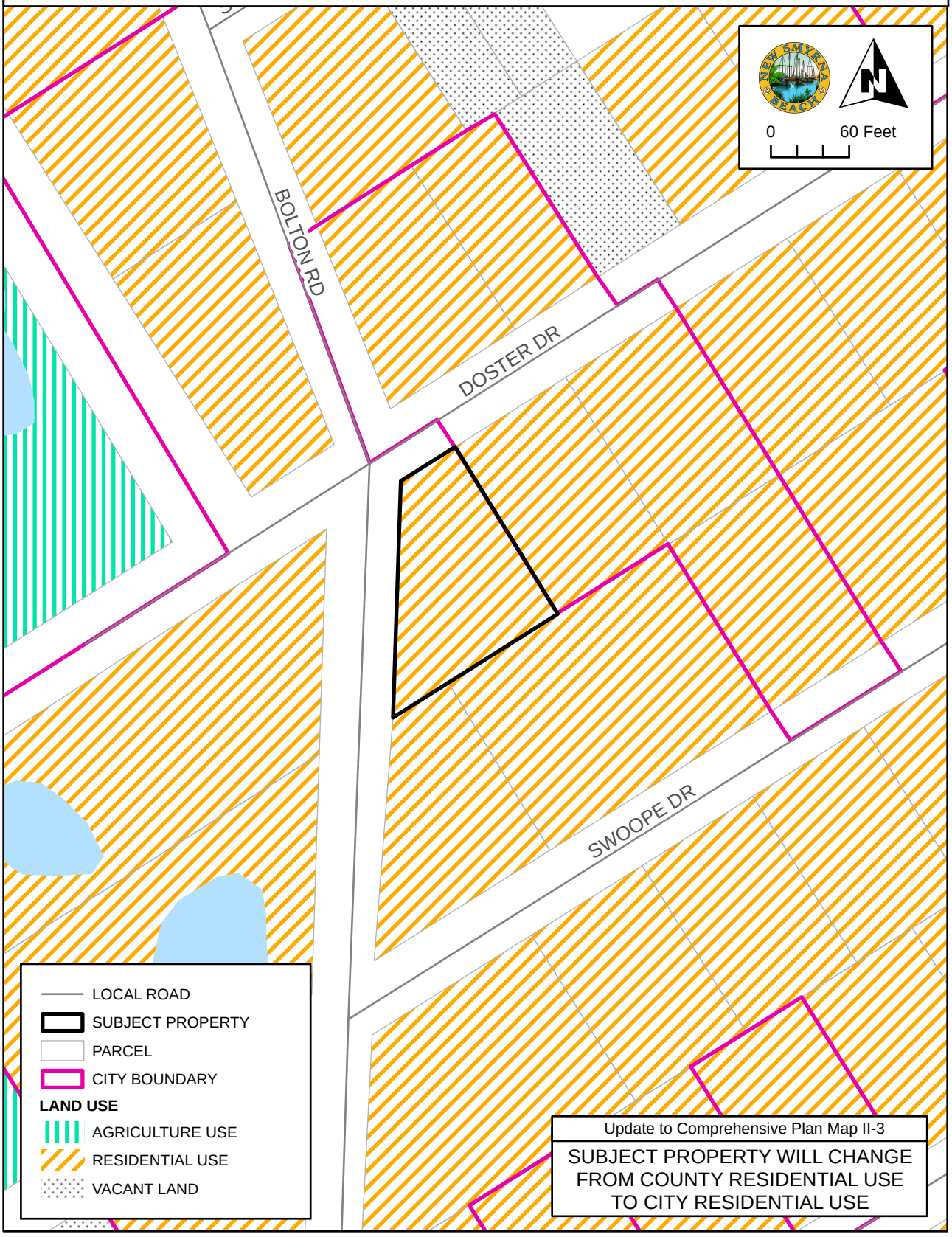
Urban Low Intensity (ULI) – Areas for low density residential dwelling units of up to four (4) dwelling units per acre. In reviewing rezoning requests, the specific density will depend on locational factors, particularly compatibility with adjacent uses and availability of public facilities. This residential designation is generally characterized by single family type housing, e.g., single family detached and attached, cluster and zero lot line. This designation will allow existing agricultural zoning and uses to continue.

The ULI designation is primarily a residential designation but may also allow neighborhood convenience uses (see Shopping Center definition in Chapter 20) and individual office buildings as transitional uses that meet the Comprehensive Plan's location criteria. The commercial intensity shall be limited to no more than a fifty percent Floor Area Ratio (0.50 FAR) and in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should be oriented to serve adjacent neighborhoods, reflect comparable traffic generation, similar traffic patterns, building scale, landscaping and open space and buffers. Due to the nature of some of the commercial uses, additional landscaping and visual screening shall be provided through the BPUD process when adjacent to low density residential in order to preserve the character of the neighborhood. More intensive neighborhood commercial use 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-1-26



FUTURE LAND USE

LOW-DENSITY RESIDENTIAL

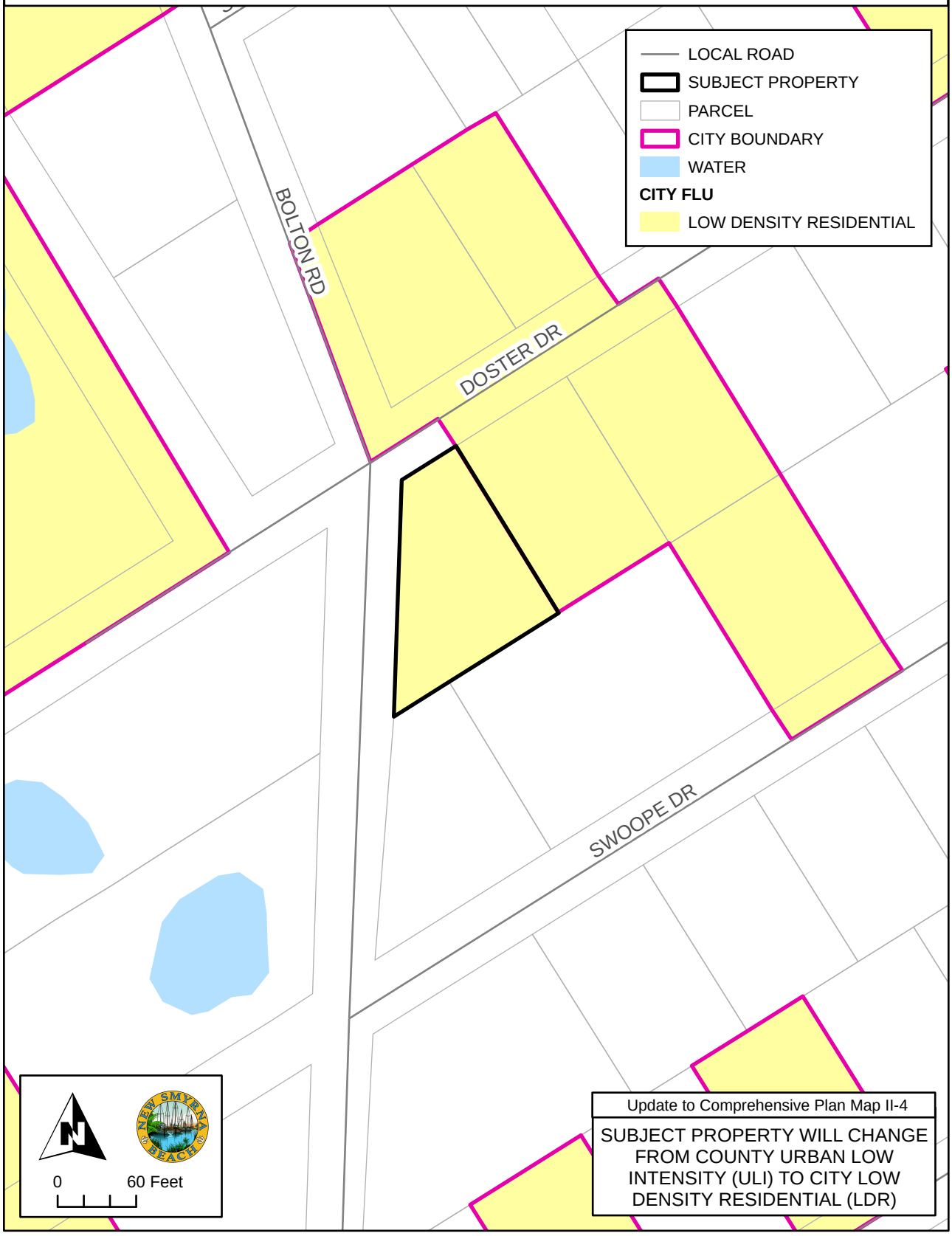
Maximum allowed density: Up to five [5] dwelling units per acre

Non-residential development permitted by special exception shall be at a maximum Floor Area Ratio (FAR) of 0.5.

Intent:
This use is appropriate where a more suburban development pattern exists or is desired and where urban services are to be kept to a minimum.

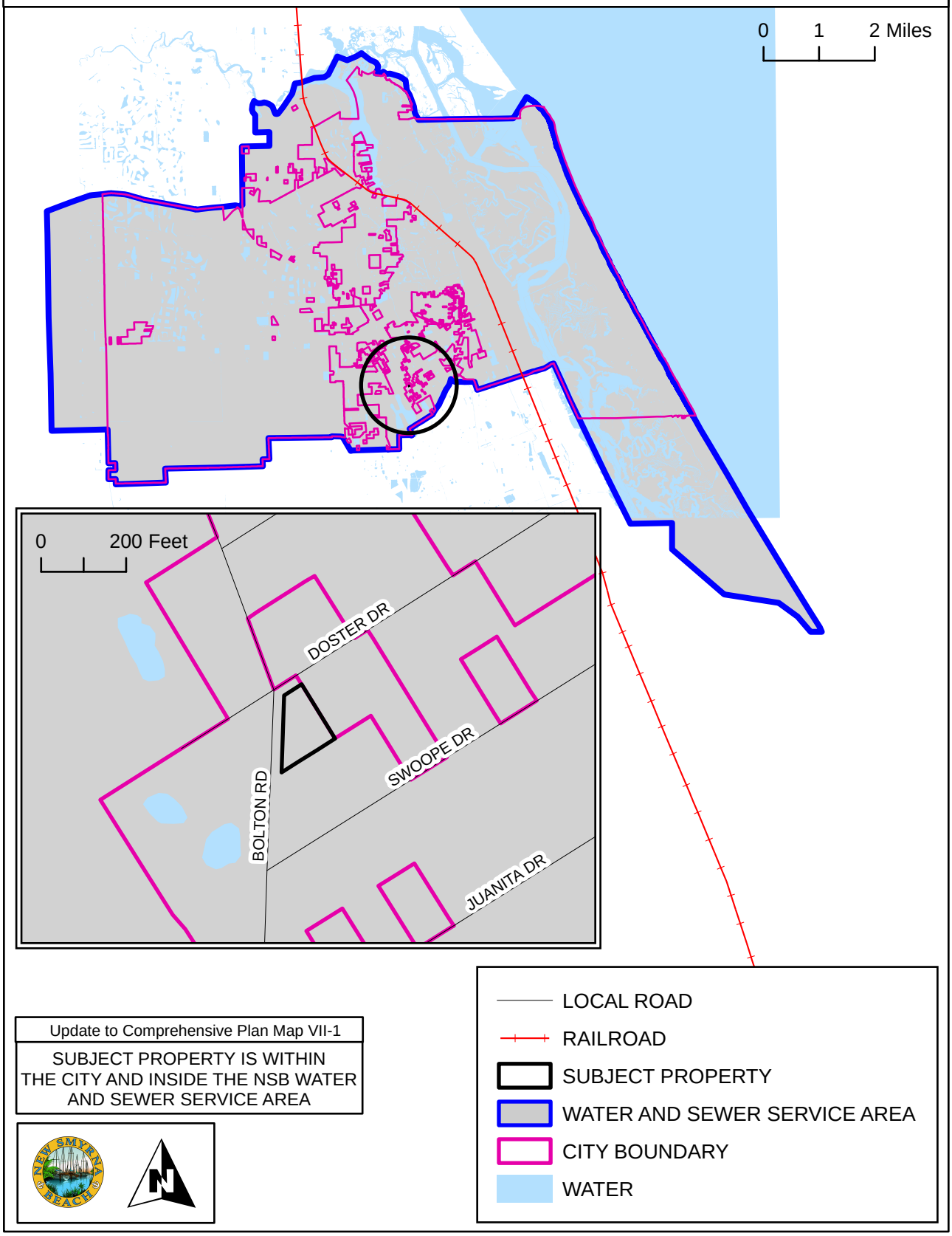
PROPOSED FUTURE LAND USE DESIGNATIONS

A-1-26



WATER AND SEWER SERVICE AREA

A-1-26



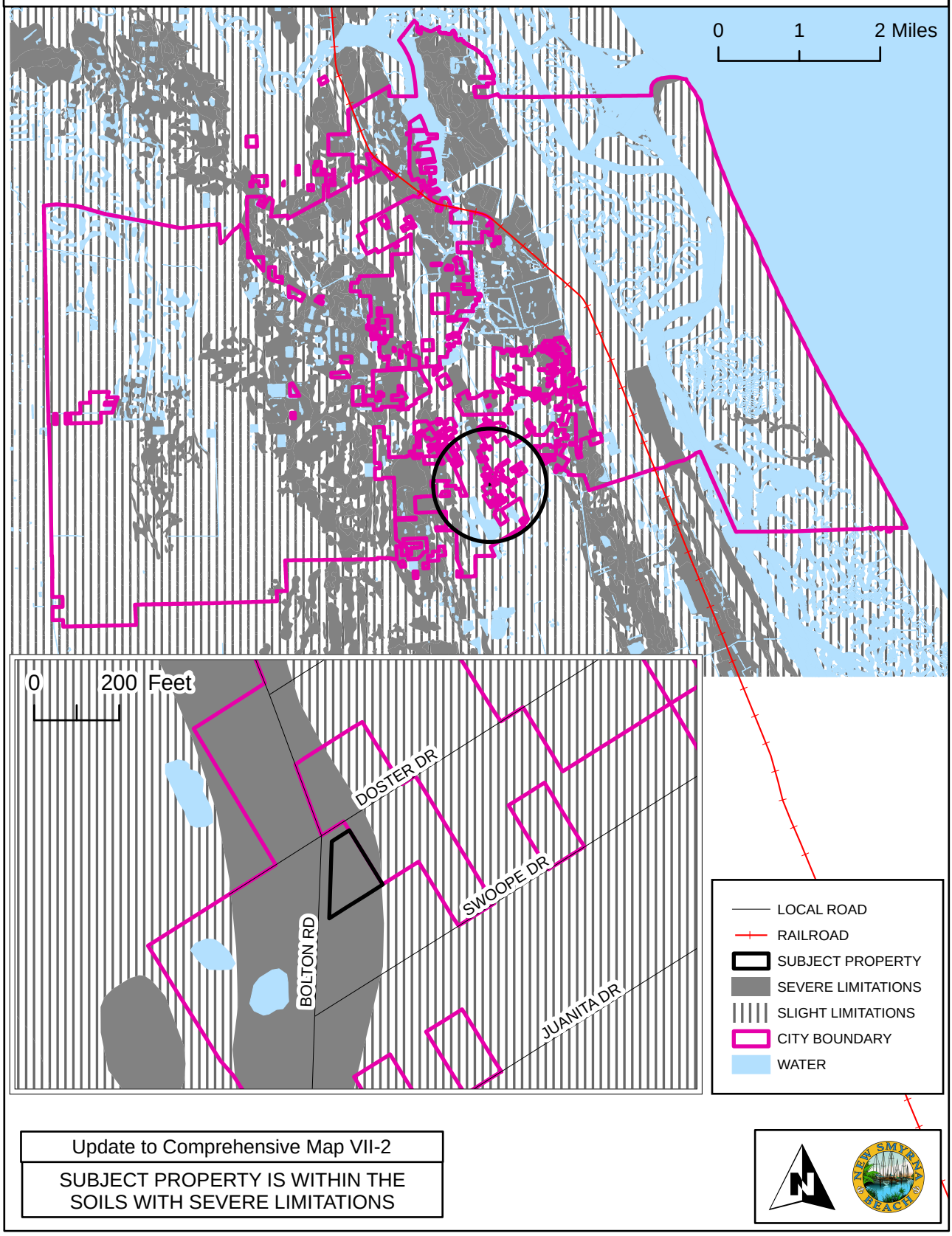
Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

2006

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-1-26



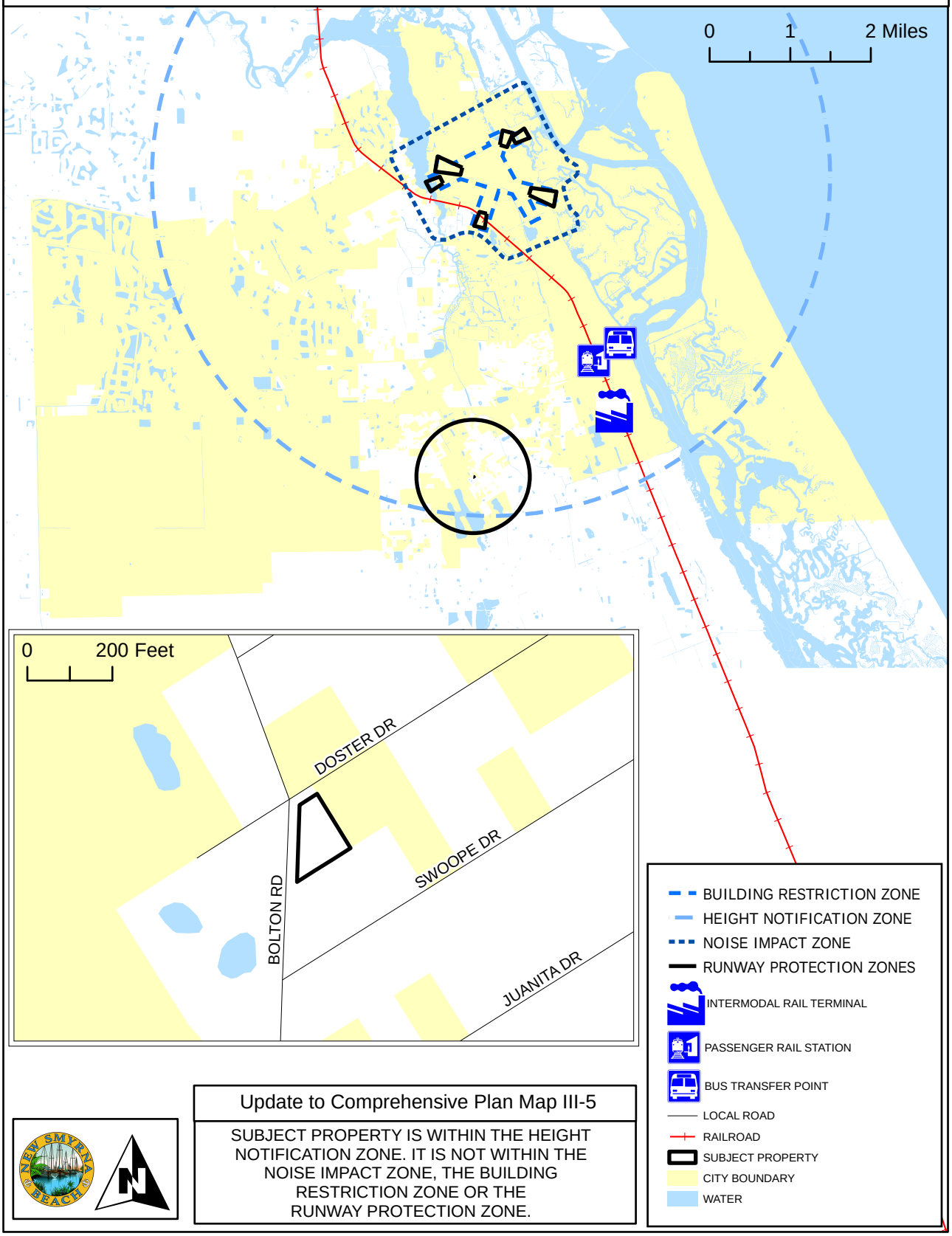
Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE LIMITATIONS

2007

AIRPORT RUNWAY PROTECTION ZONES

A-1-26



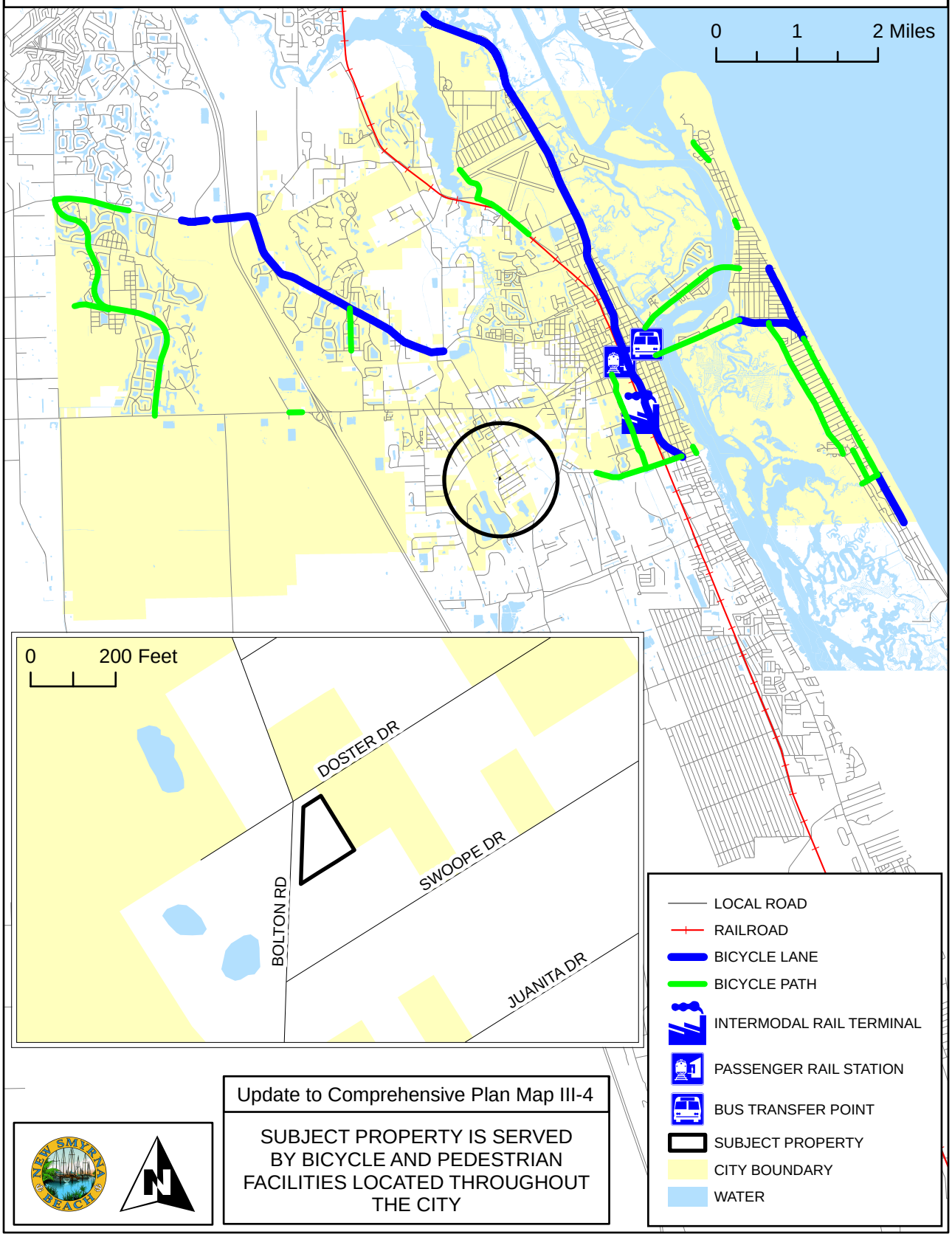
Update to Comprehensive Plan Map III-5

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.

2008

BICYCLE AND PEDESTRIAN FACILITIES

A-1-26

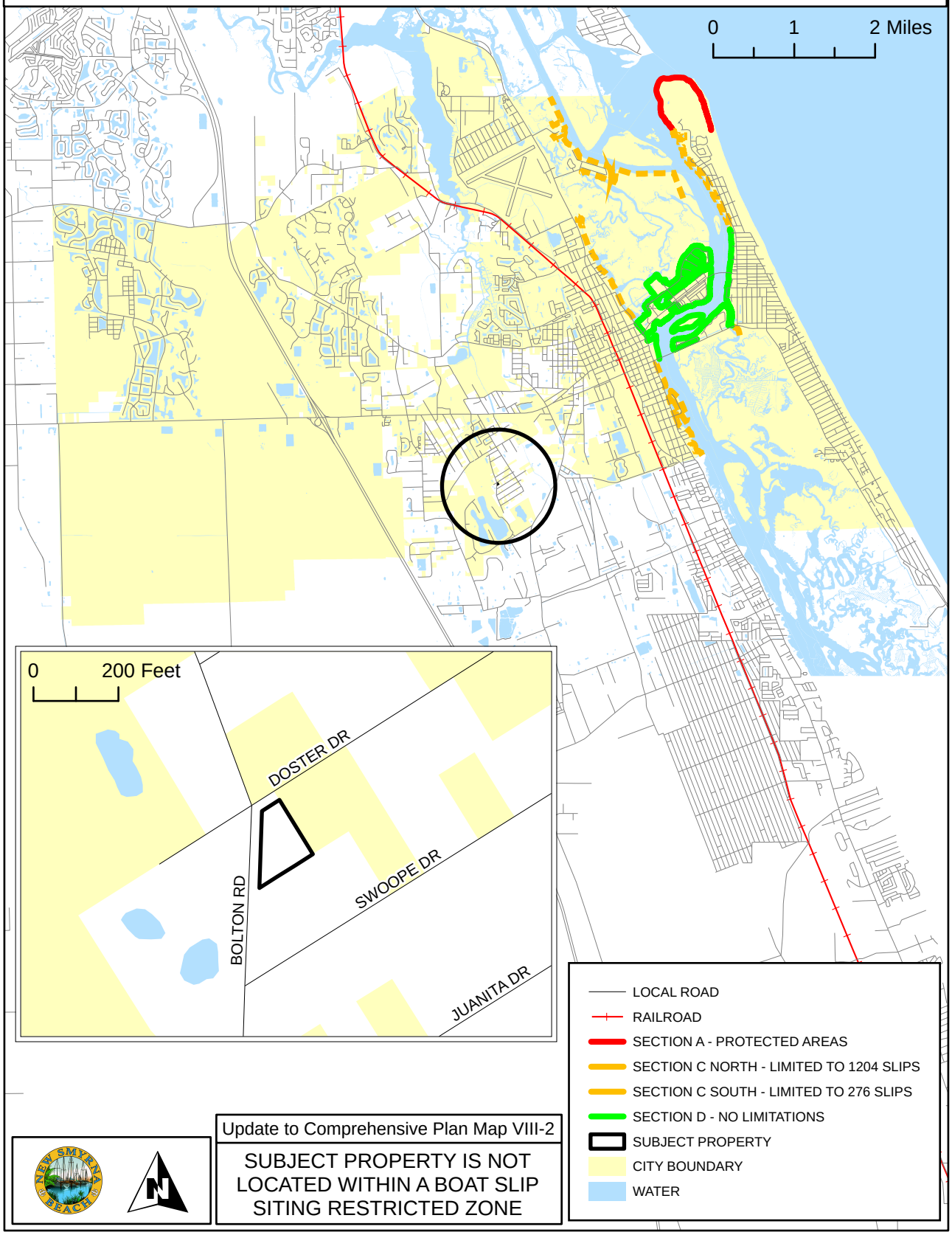


Update to Comprehensive Plan Map III-4

SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

BOAT SLIP SITING

A-1-26

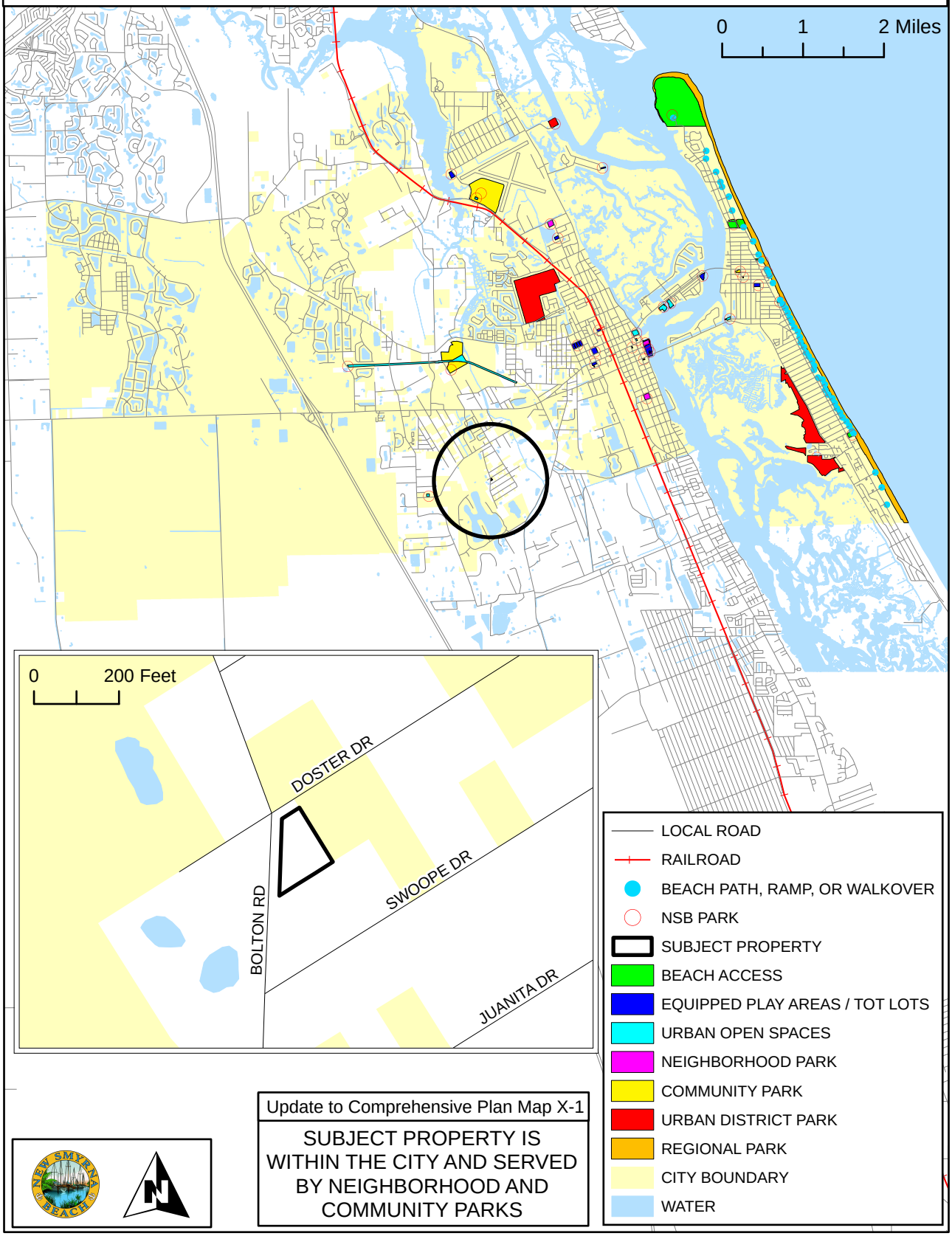


Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

CITY PARKS

A-1-26

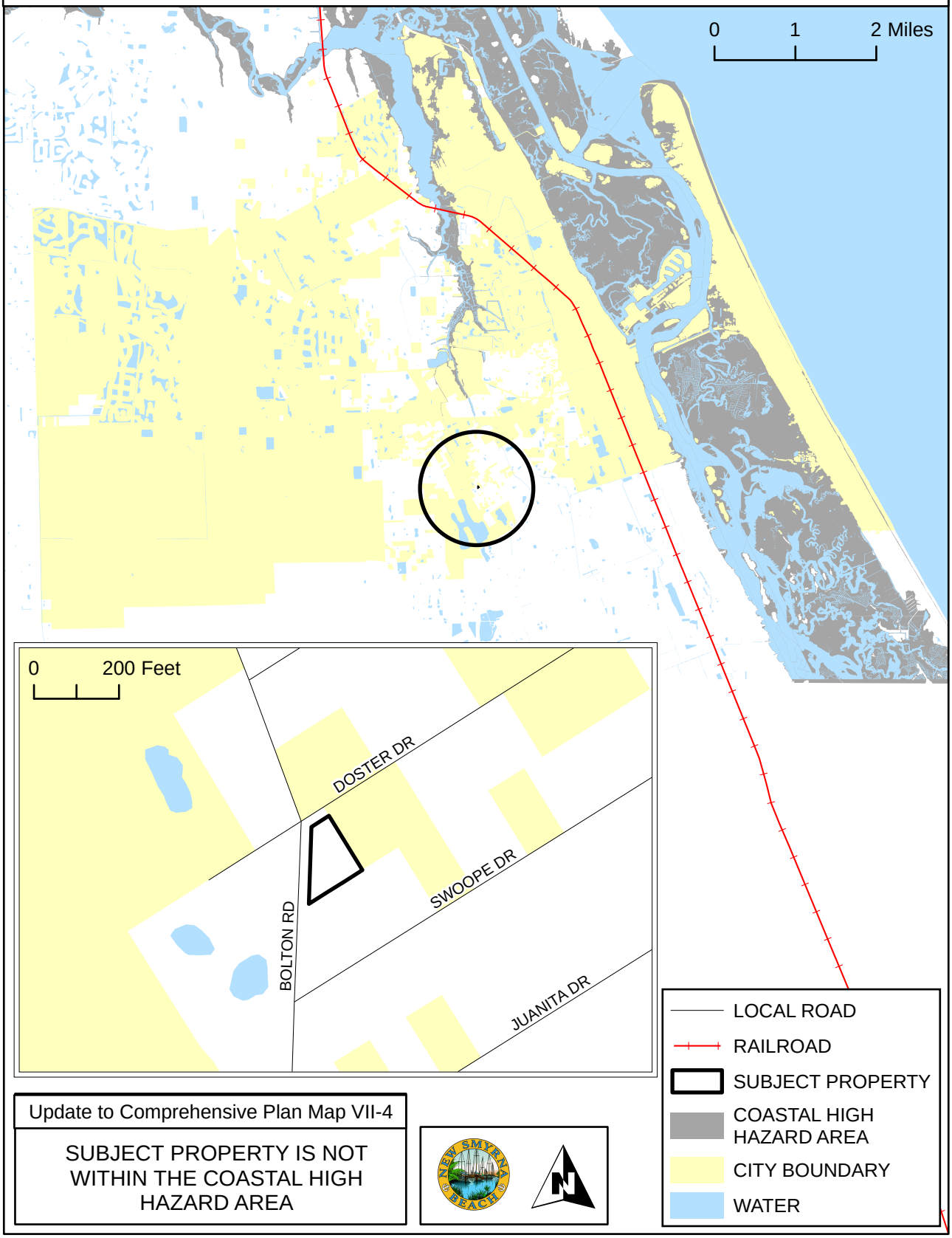


Update to Comprehensive Plan Map X-1

SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

COASTAL HIGH HAZARD AREAS

A-1-26



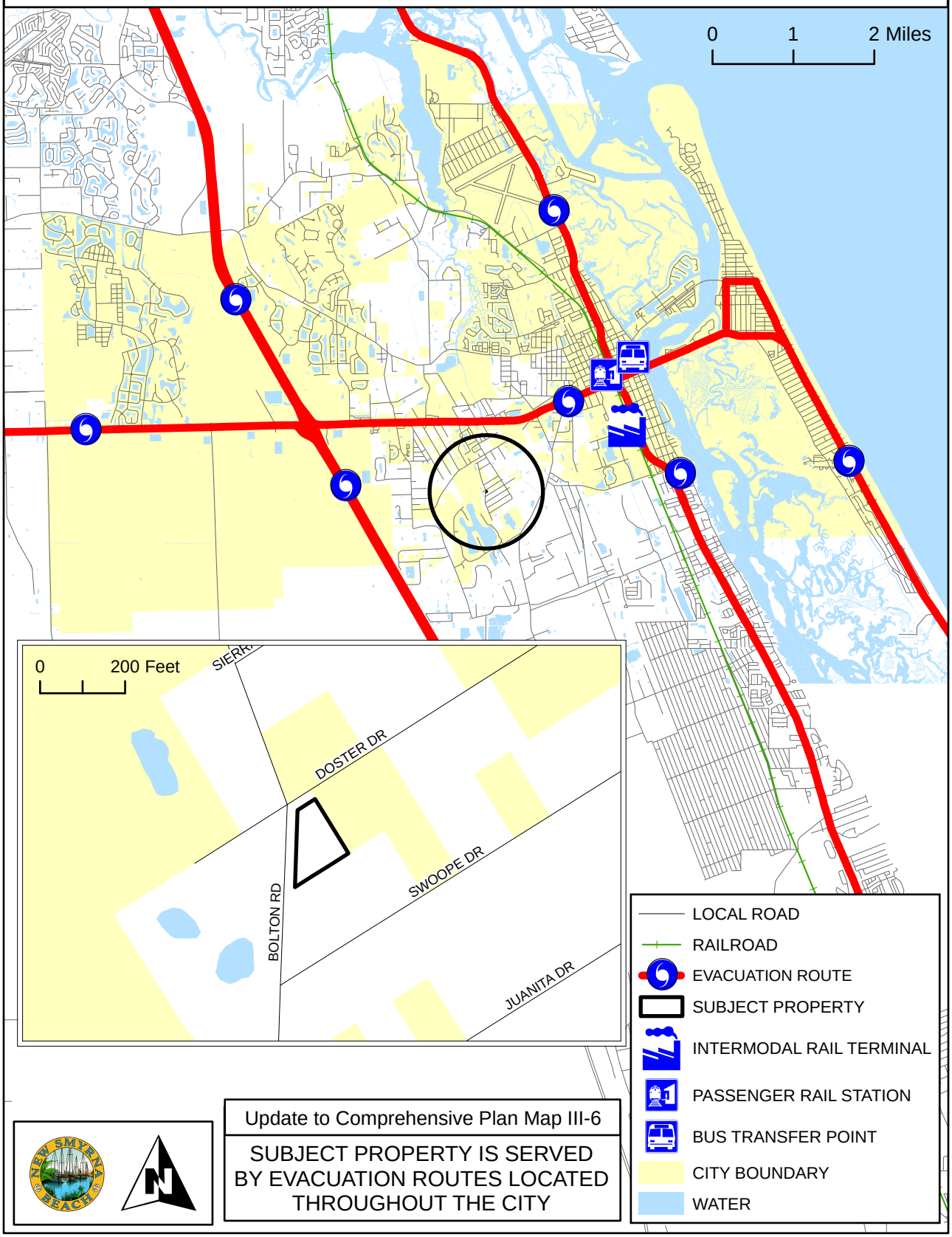
Update to Comprehensive Plan Map VII-4

SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

2012

EVACUATION ROUTES

A-1-26

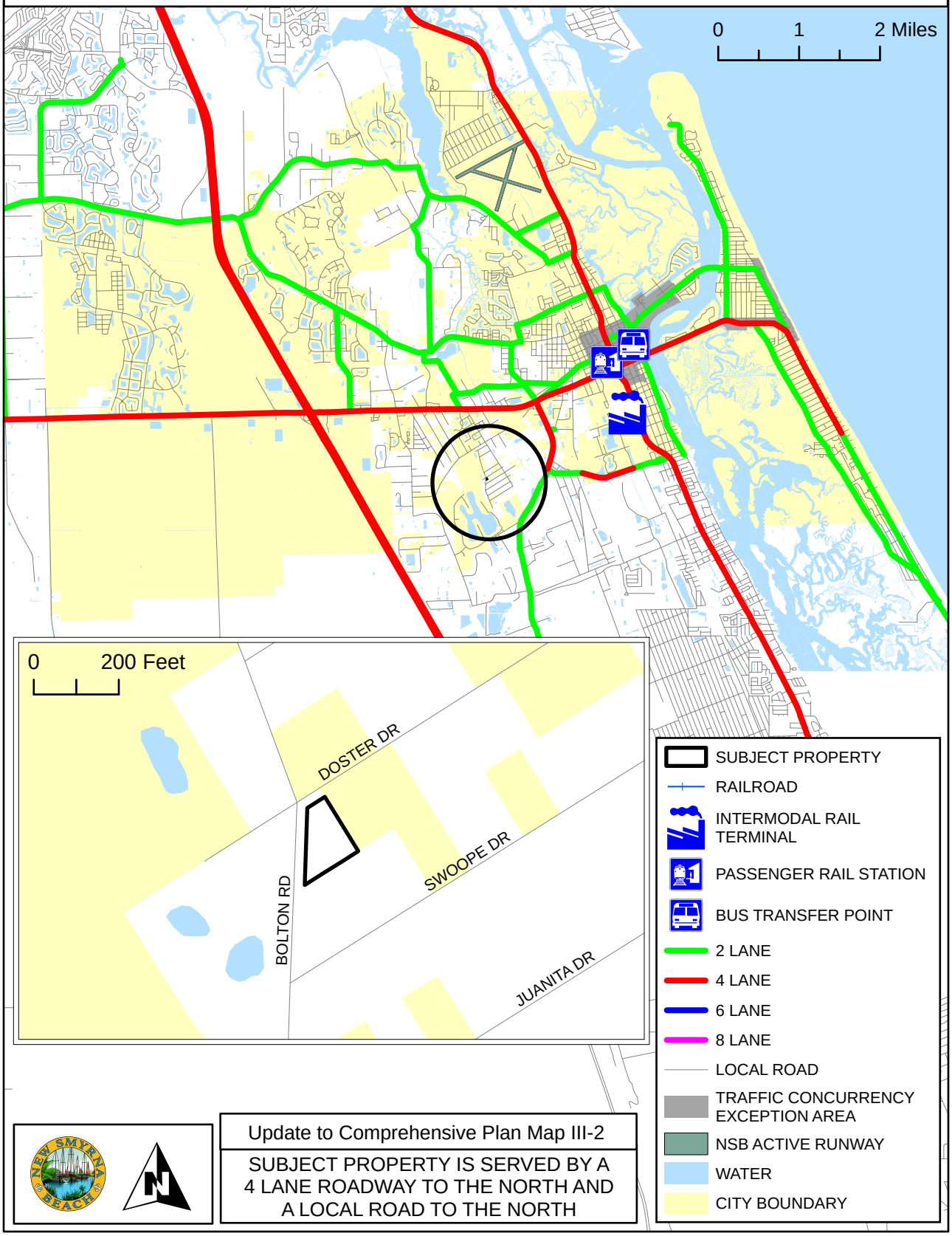


Update to Comprehensive Plan Map III-6

SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXISTING TRAFFIC LANES - 2009

A-1-26

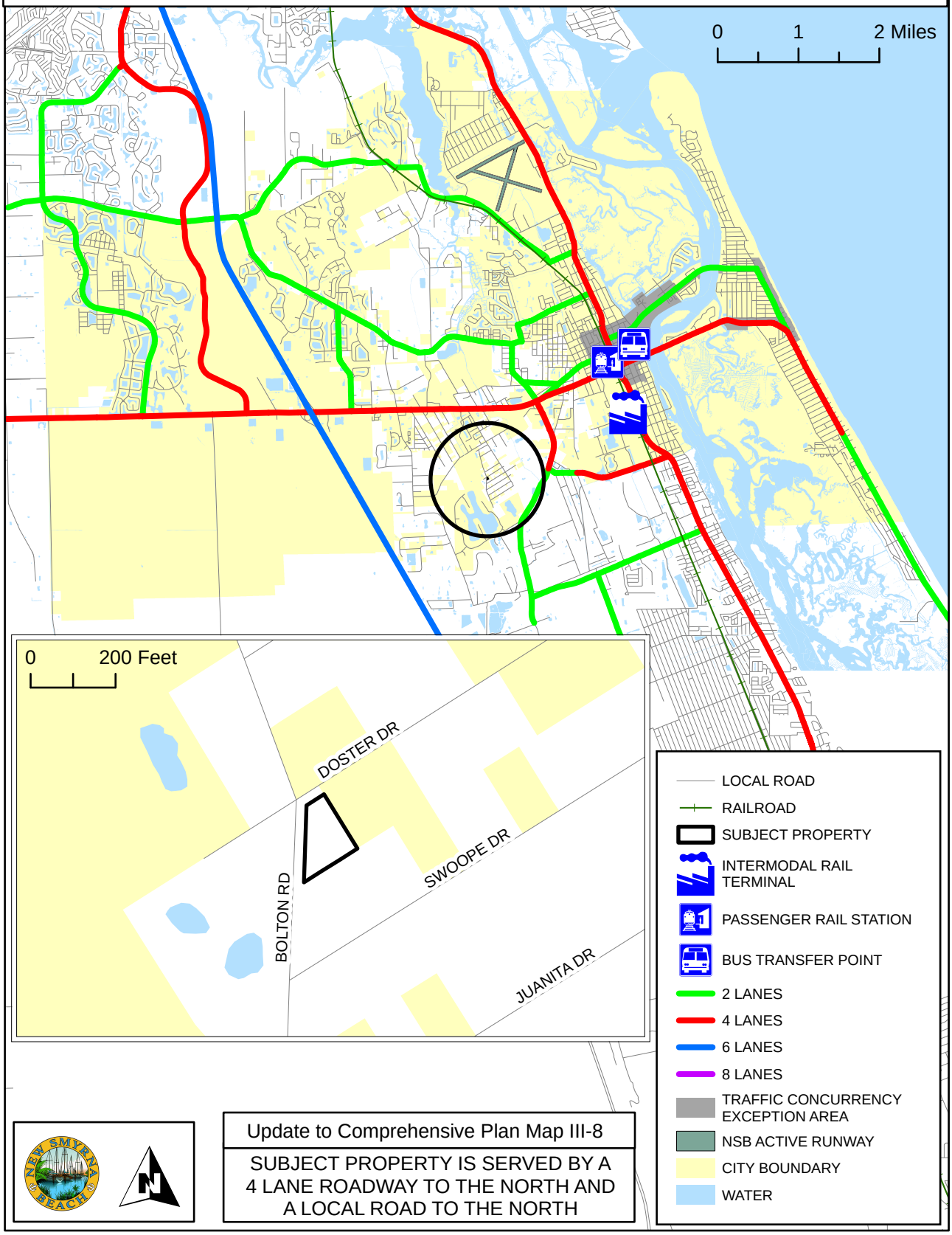


Update to Comprehensive Plan Map III-2

SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH

NUMBER OF TRAFFIC LANES - 2025

A-1-26

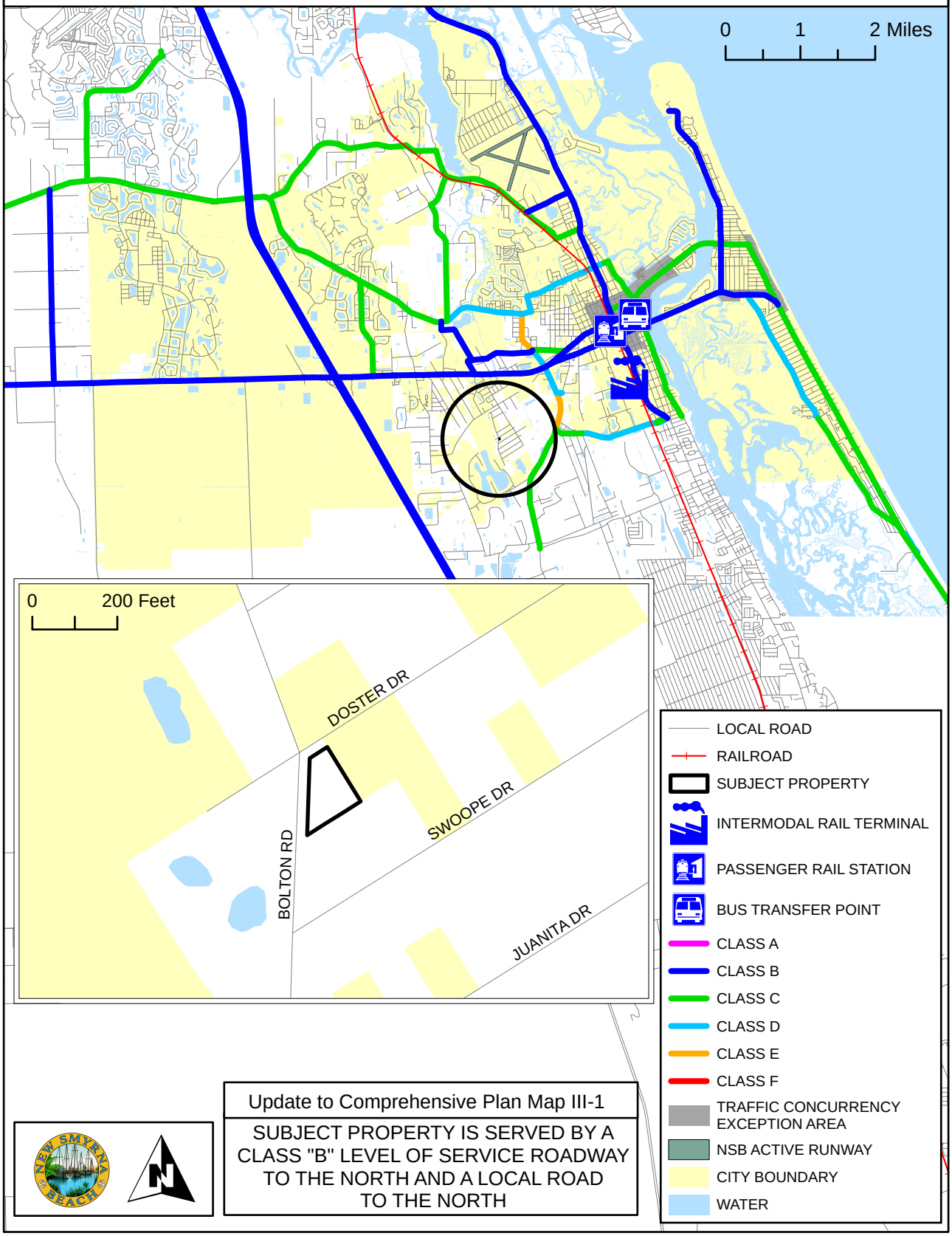


Update to Comprehensive Plan Map III-8

SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH

EXISTING LEVEL OF SERVICE - 2009

A-1-26

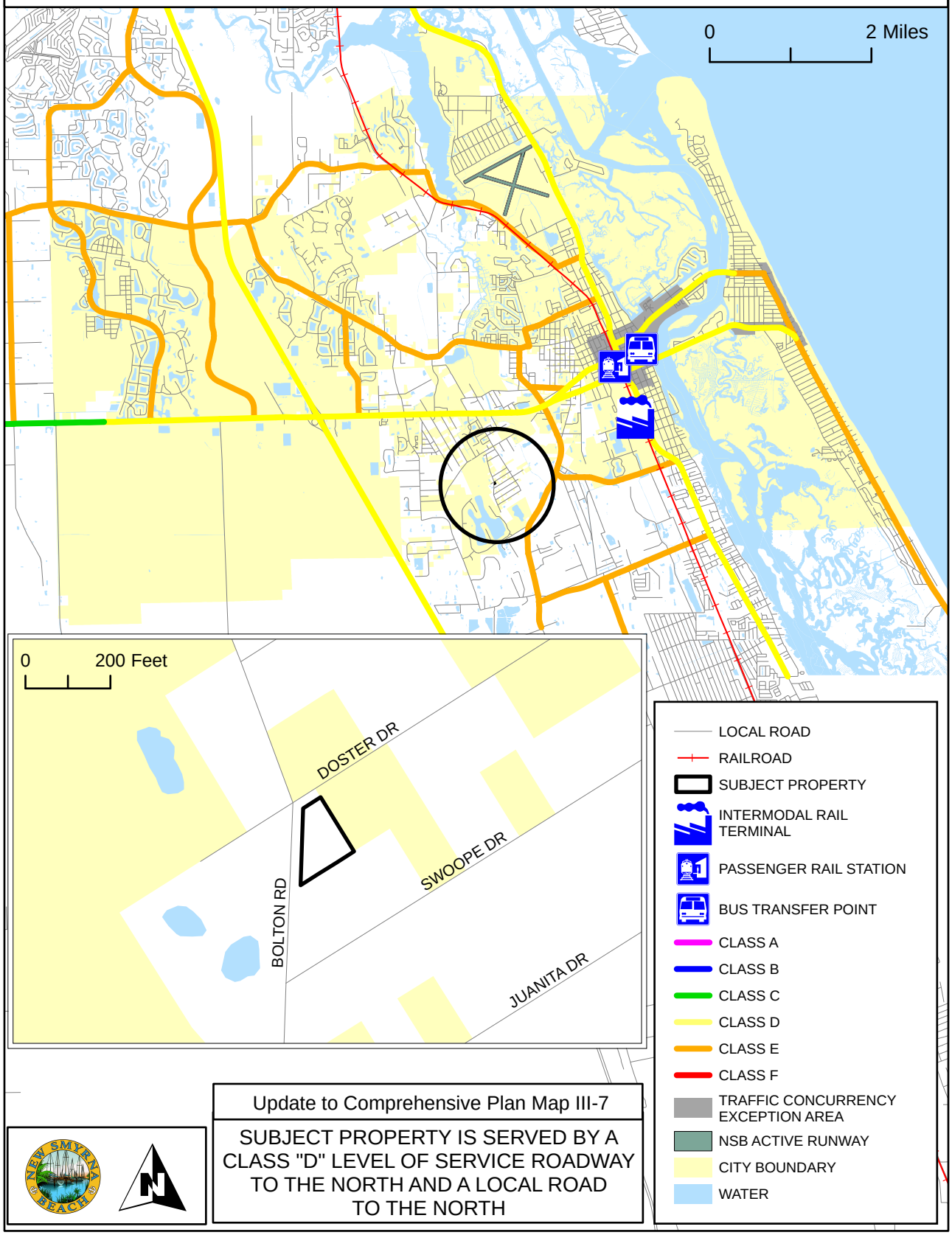


Update to Comprehensive Plan Map III-1

SUBJECT PROPERTY IS SERVED BY A CLASS "B" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH

LEVEL OF SERVICE - 2025

A-1-26

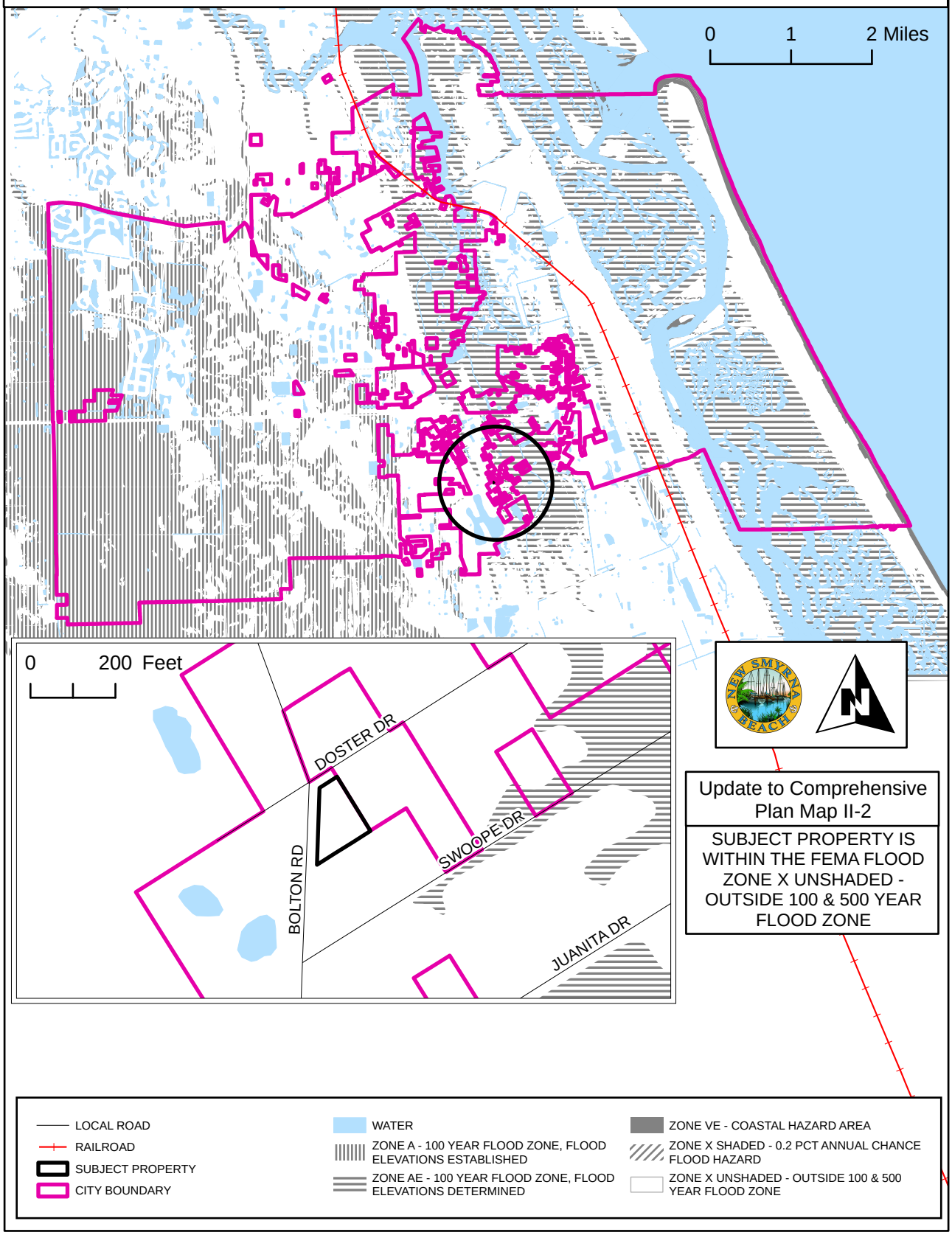


Update to Comprehensive Plan Map III-7

SUBJECT PROPERTY IS SERVED BY A CLASS "D" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH

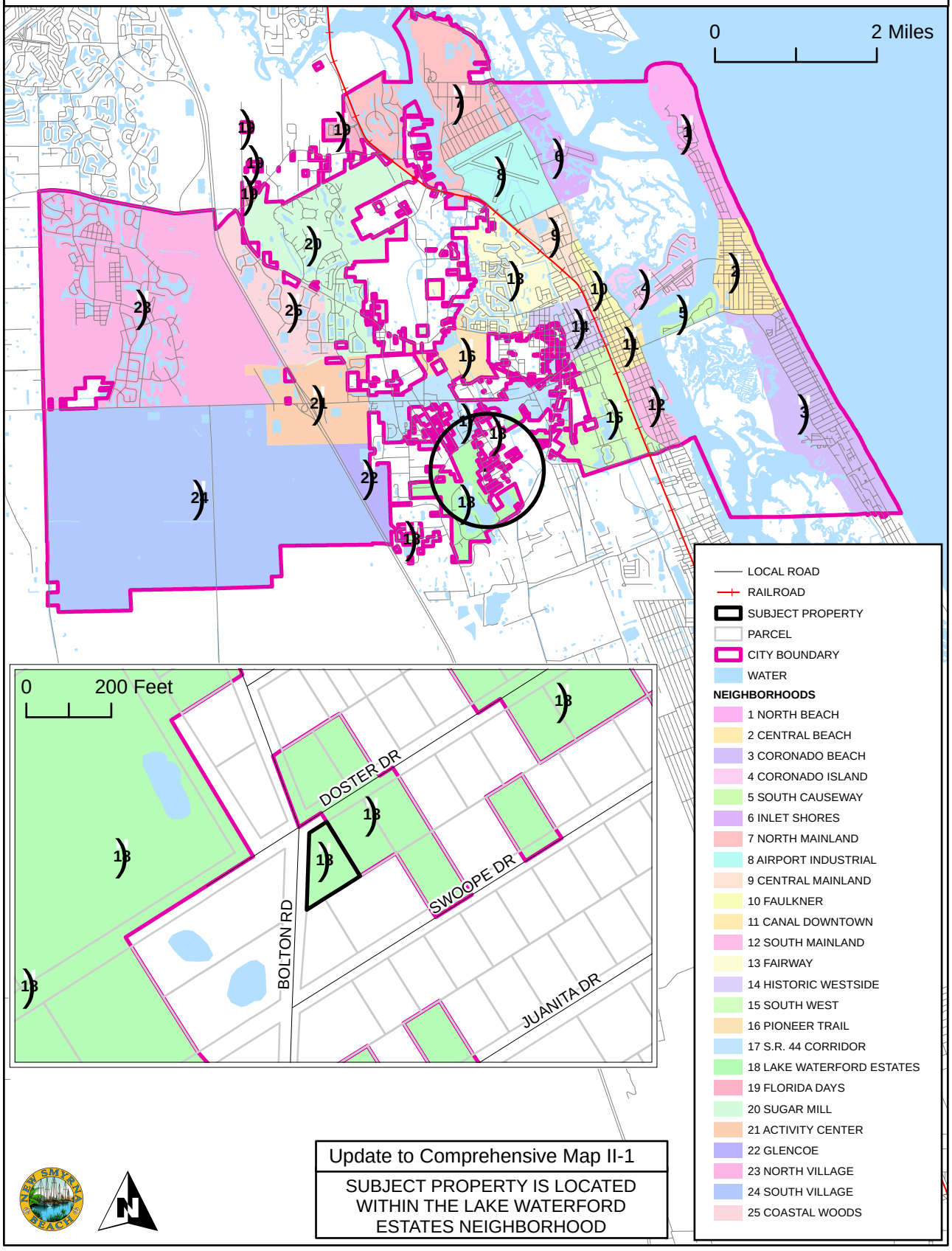
FLOOD PRONE AREAS

A-1-26



NEIGHBORHOODS

A-1-26



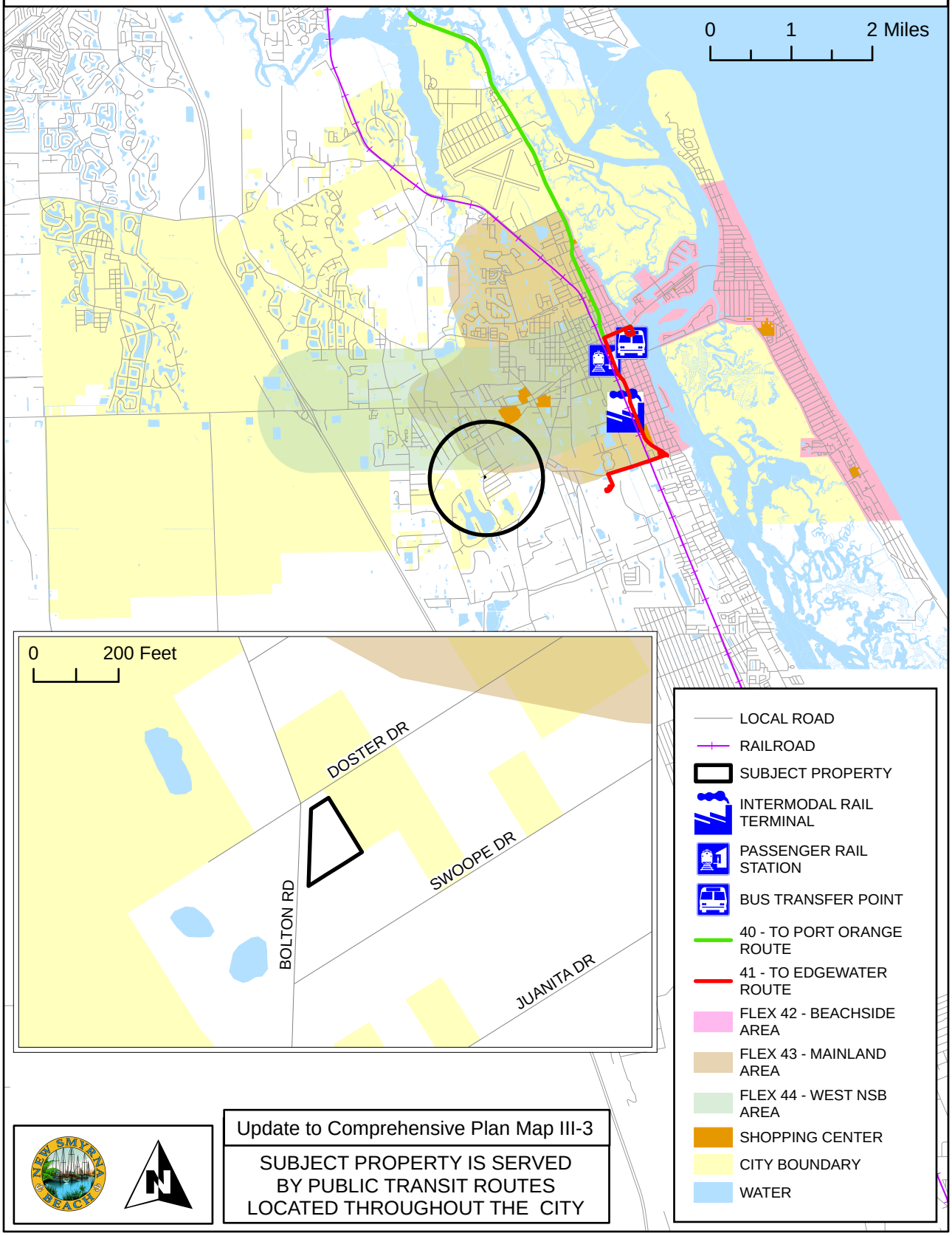
Update to Comprehensive Map II-1

SUBJECT PROPERTY IS LOCATED WITHIN THE LAKE WATERFORD ESTATES NEIGHBORHOOD

2019

PUBLIC TRANSIT ROUTES

A-1-26



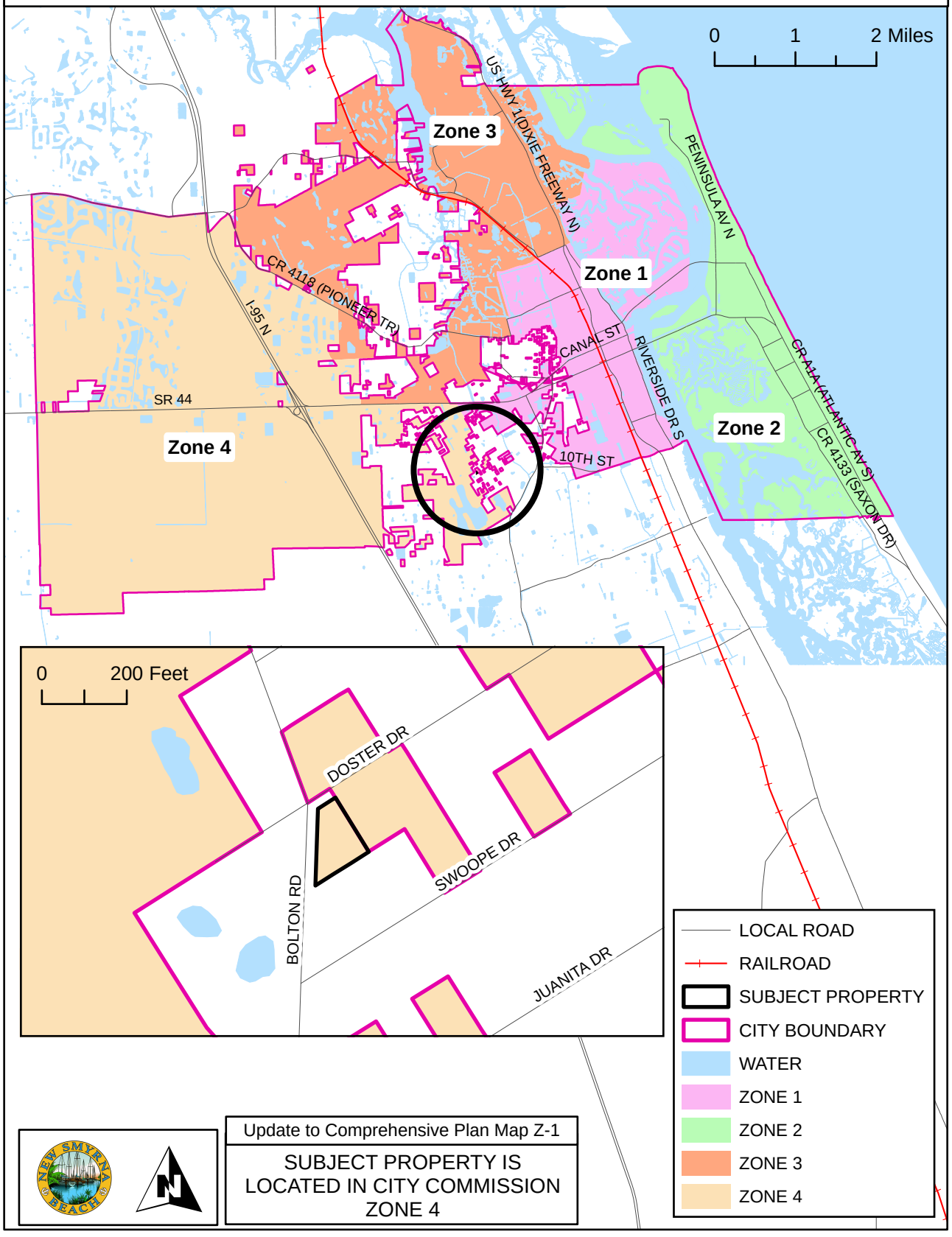
Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

2020

COMMISSION ZONES

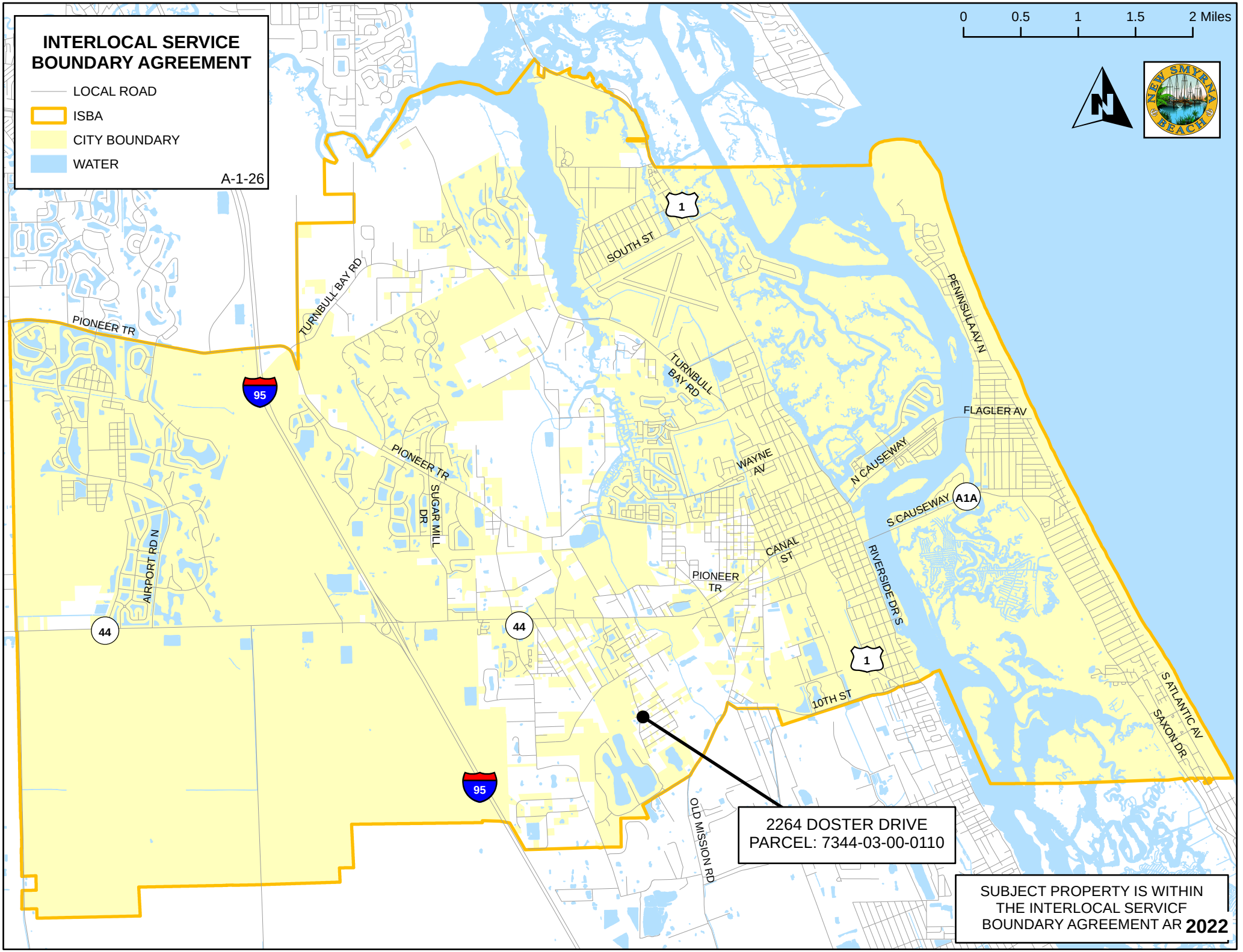
A-1-26



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 4

2021


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-1-26
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
WAYNE AV
S CAUSEWAY
A1A
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
AIRPORT RD N
SUGAR MILL DR
OLD MISSION RD
95
44
1
2264 DOSTER DRIVE
PARCEL: 7344-03-00-0110
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 2022

LEGAL DESCRIPTION

Address:
2264 Doster Drive, New Smyrna Beach, Florida 32168

Parcel Number
7344-03-00-0110

AltKey Number:
3734513

Metes and Bounds by Kenneth Bohannon, Esq.

LOTS 11 AND 12 CORBIN PARK SUBDIVISION NUMBER 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 23, PAGE 146, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Prepared By: Teresa A. Prompovitch
Professional Title Agency, Inc.
400 Canal Street
New Smyrna Beach FL 32168
incidental to the issuance of a title insurance policy.
File Number: n4984
Parcel ID# 7344-03-00-0110

Doc stamps 168.00
(Transfer Amt $ 24000)
Instrument# 2003-189616
Book: 5131
Page: 3810
Diane M. Matousek
Volusia County, Clerk of Court

WARRANTY DEED
(INDIVIDUAL)

This *WARRANTY DEED*, dated **07/29/2003** by
BILL B. FARMER and JEAN D. FARMER, husband and wife
whose post office address is:
1206 Live Oak Street, New Smyrna Beach FL 32168
hereinafter called the GRANTOR, to
BRIAN P. HEATH and RAQUEL HEATH, husband and wife
whose post office address is:
2813 Unity Tree Drive, Edgewater, FL 32141
hereinafter called the GRANTEE:
(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of $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, viz:

Lots 11 and 12, CORBIN PARK SUB NO. 3, according to the plat thereof, recorded in Map Book 23, Page 146 of the Public Records of Volusia County, Florida.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year **2003** and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, 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.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Witness #1 Signature: _____
Witness #1 Print Name: Teresa A. Prompovitch

Witness #2 Signature: _____
Witness #2 Print Name: CHERYL J. SECKI

Bill B. Farmer
BILL B. FARMER

Jean D. Farmer
JEAN D. FARMER

State of **Florida**
County of **Volusia**

I am a notary public of the state of **Florida** and my commission expires: **March 12, 2006**
THE FOREGOING INSTRUMENT was acknowledged before me on **07/29/2003** by:
BILL B. FARMER and JEAN D. FARMER, husband and wife
who is personally known to me or who has produced drivers license as identification.

Notary Seal

Signature: _____
Teresa A. Prompovitch Notary Public

TERESA A. PROMPOVITCH
MY COMMISSION # DD [illegible]
EXPIRES March 12, 2006

2024

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 32-26 Small Scale 2264 Doster Dr.

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. 32-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF 0.34± ACRES OF PROPERTY GENERALLY LOCATED ON THE SOUTHEAST CORNER OF DOSTER DRIVE AND BOLTON ROAD, ADDRESSED AS 2264 DOSTER DRIVE, FROM VOLUSIA COUNTY *URBAN LOW INTENSITY* TO CITY *LOW 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, Brian P. Heath and Raquel Heath, 2264 Doster Drive, New Smyrna Beach, Florida 32168, 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 0.34± acres of property generally located on the southeast corner of Doster Drive and Bolton Road, addressed as 2264 Doster Drive, from Volusia County *Urban Low Intensity* to City *Low Density Residential*; to amend City Neighborhood Map II-1 to show the subject property is located within the Lake Waterford Estates Neighborhood; to amend Flood Prone Areas Map II-2 to show the subject property is within the FEMA Flood Zone X Unshaded; 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 north; 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 north; 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 north; 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 north; 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 soils with serve 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 4; 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 June 1, 2026, and by a vote of 7-0 recommended that the City Commission approve the proposed Plan Amendment; and

WHEREAS, the proposed Amendment is from Volusia County *Urban Low Intensity* to City *Low 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 Low Intensity* to City *Low 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 Lake Waterford Estates 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 X Unshaded.

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 north.

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 north.

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 north.

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 north.

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 serve 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 4.

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 July 28, 2026, at 5:30 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: 6/19/2026

EXHIBIT "A"

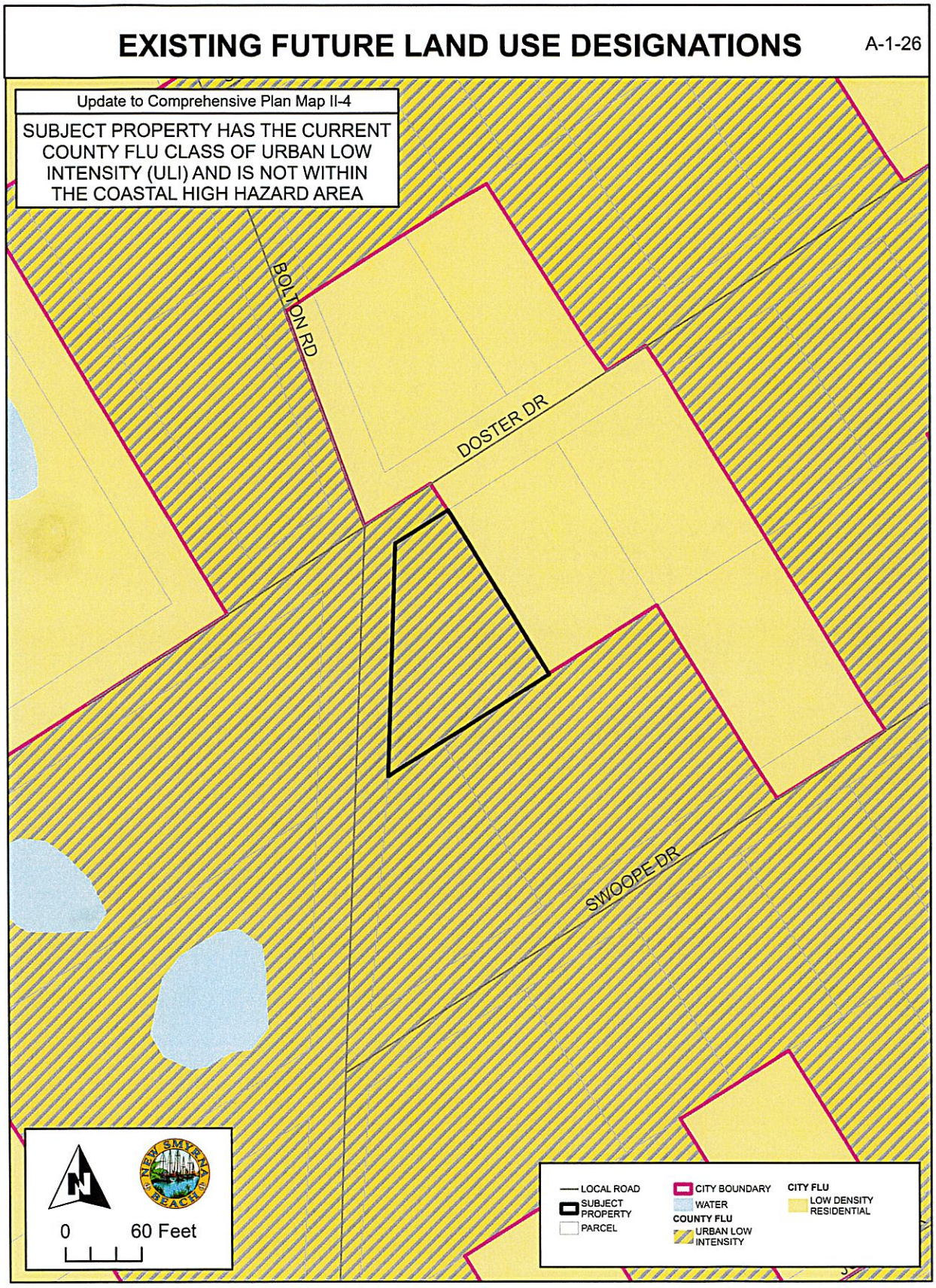

EXISTING FUTURE LAND USE DESIGNATIONS
A-1-26
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY HAS THE CURRENT COUNTY FLU CLASS OF URBAN LOW INTENSITY (ULI) AND IS NOT WITHIN THE COASTAL HIGH HAZARD AREA
BOLTON RD
DOSTER DR
SWOOPE DR
N
NEW SMYRNA BEACH
0
60 Feet
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
COUNTY FLU
URBAN LOW INTENSITY
CITY FLU
LOW DENSITY RESIDENTIAL

EXHIBIT "A"

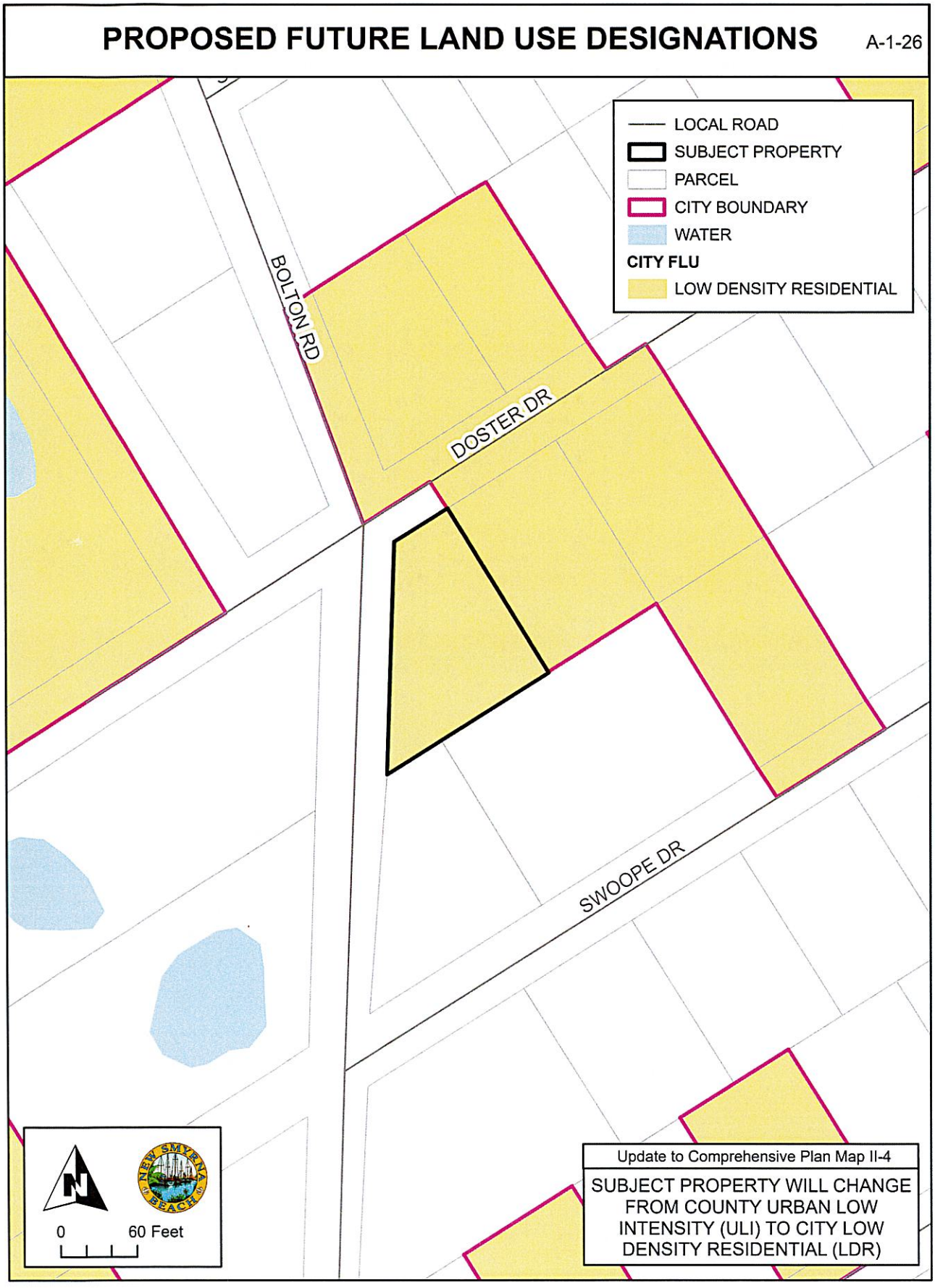
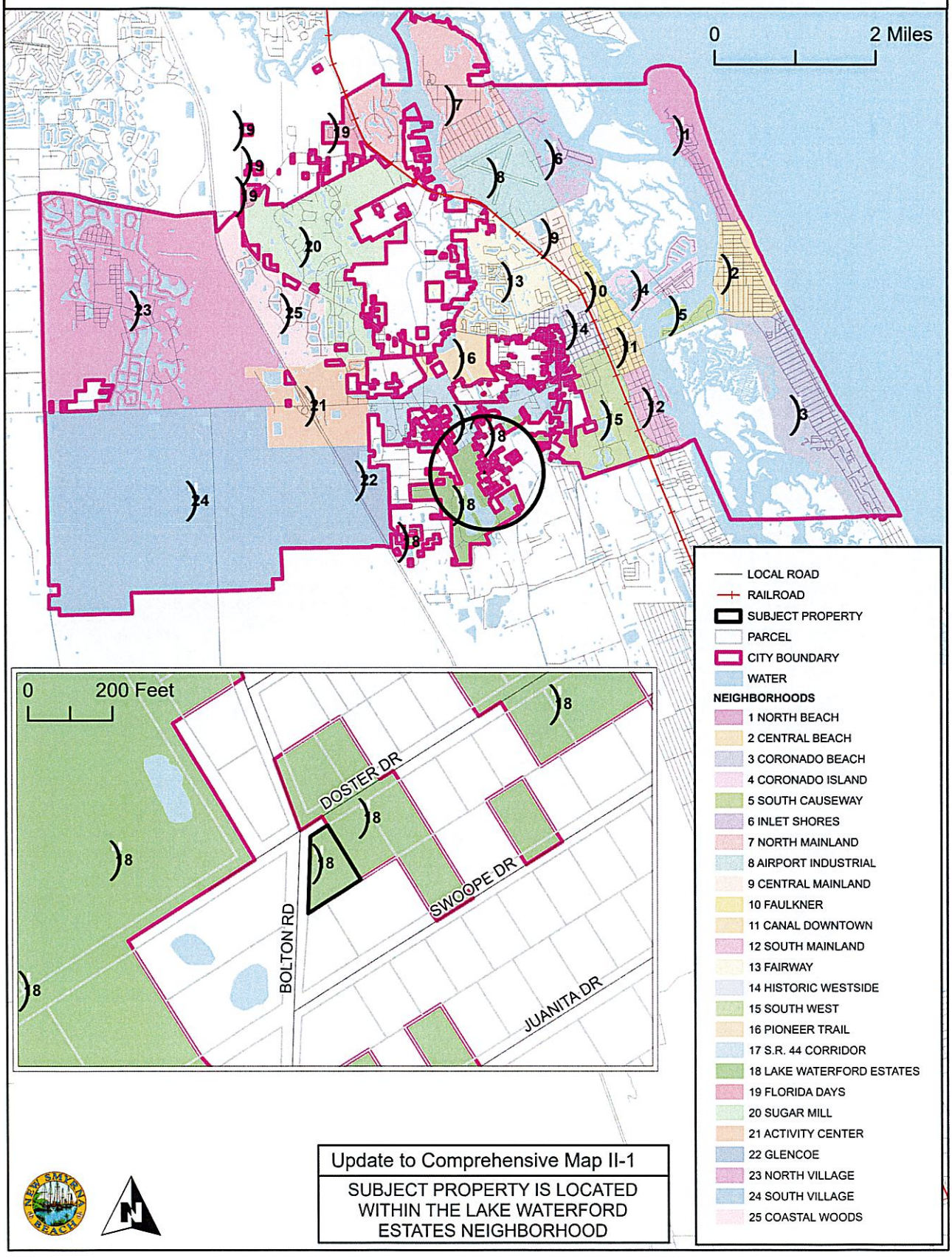

PROPOSED FUTURE LAND USE DESIGNATIONS
A-1-26
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
CITY FLU
LOW DENSITY RESIDENTIAL
BOLTON RD
DOSTER DR
SWOOPE DR
N
0
60 Feet
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY WILL CHANGE FROM COUNTY URBAN LOW INTENSITY (ULI) TO CITY LOW DENSITY RESIDENTIAL (LDR)

EXHIBIT "B"

NEIGHBORHOODS

A-1-26



Update to Comprehensive Map II-1

SUBJECT PROPERTY IS LOCATED WITHIN THE LAKE WATERFORD ESTATES NEIGHBORHOOD

EXHIBIT "C"

FLOOD PRONE AREAS

A-1-26

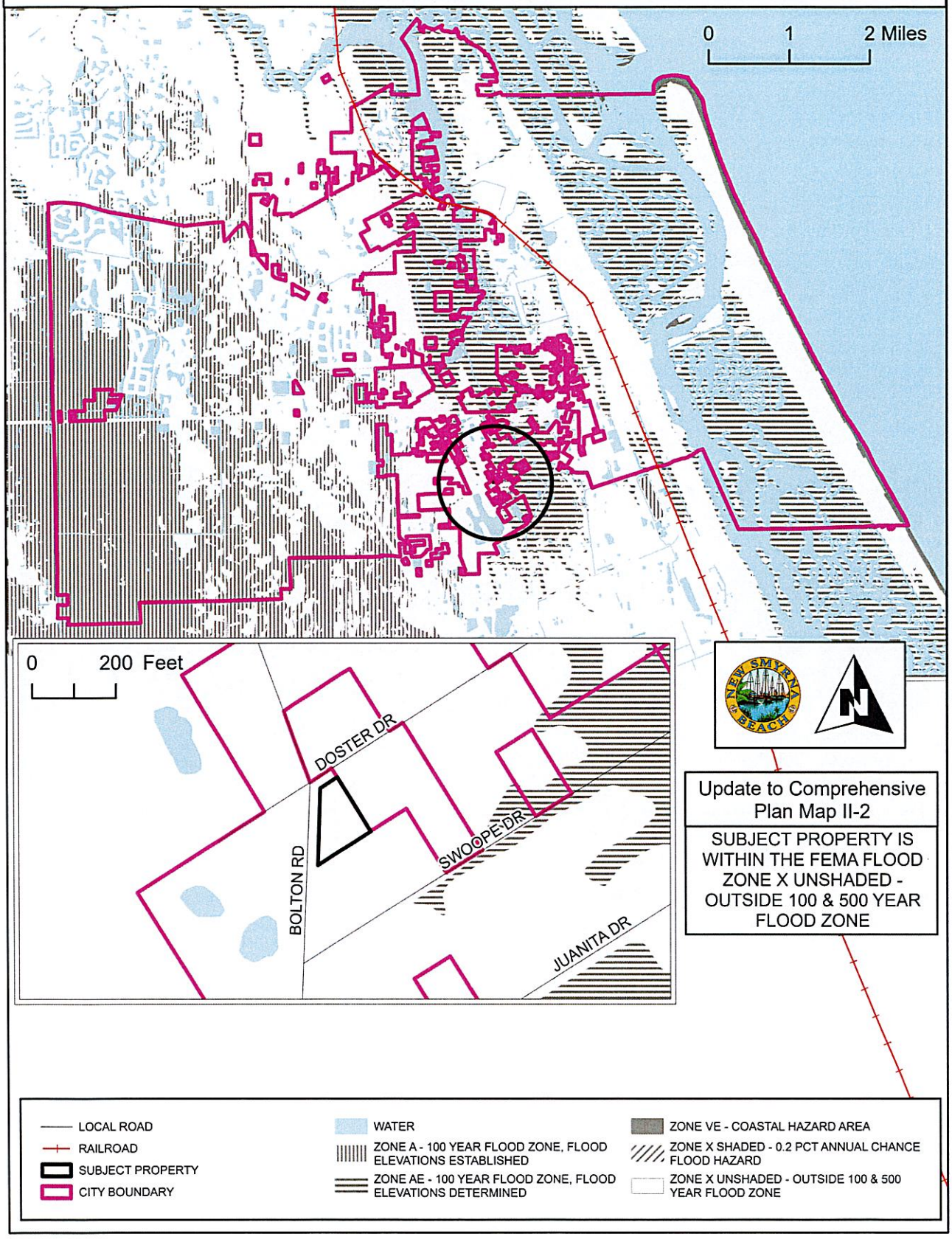


EXHIBIT "D"

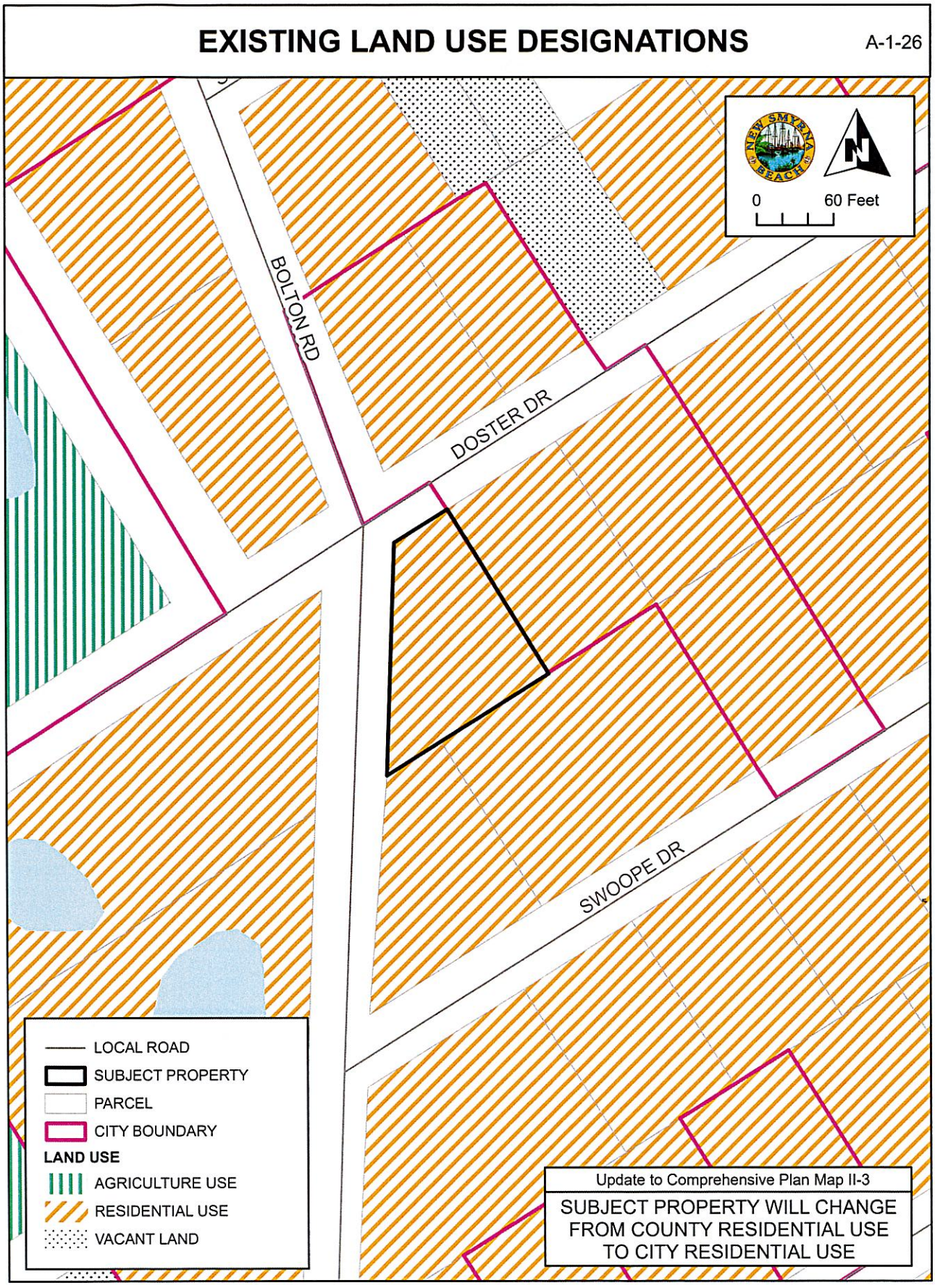

EXISTING LAND USE DESIGNATIONS
A-1-26
NEW SMYRNA BEACH
N
0
60 Feet
BOLTON RD
DOSTER DR
SWOOPE DR
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
LAND USE
AGRICULTURE USE
RESIDENTIAL USE
VACANT LAND
Update to Comprehensive Plan Map II-3
SUBJECT PROPERTY WILL CHANGE FROM COUNTY RESIDENTIAL USE TO CITY RESIDENTIAL USE

EXHIBIT "E"

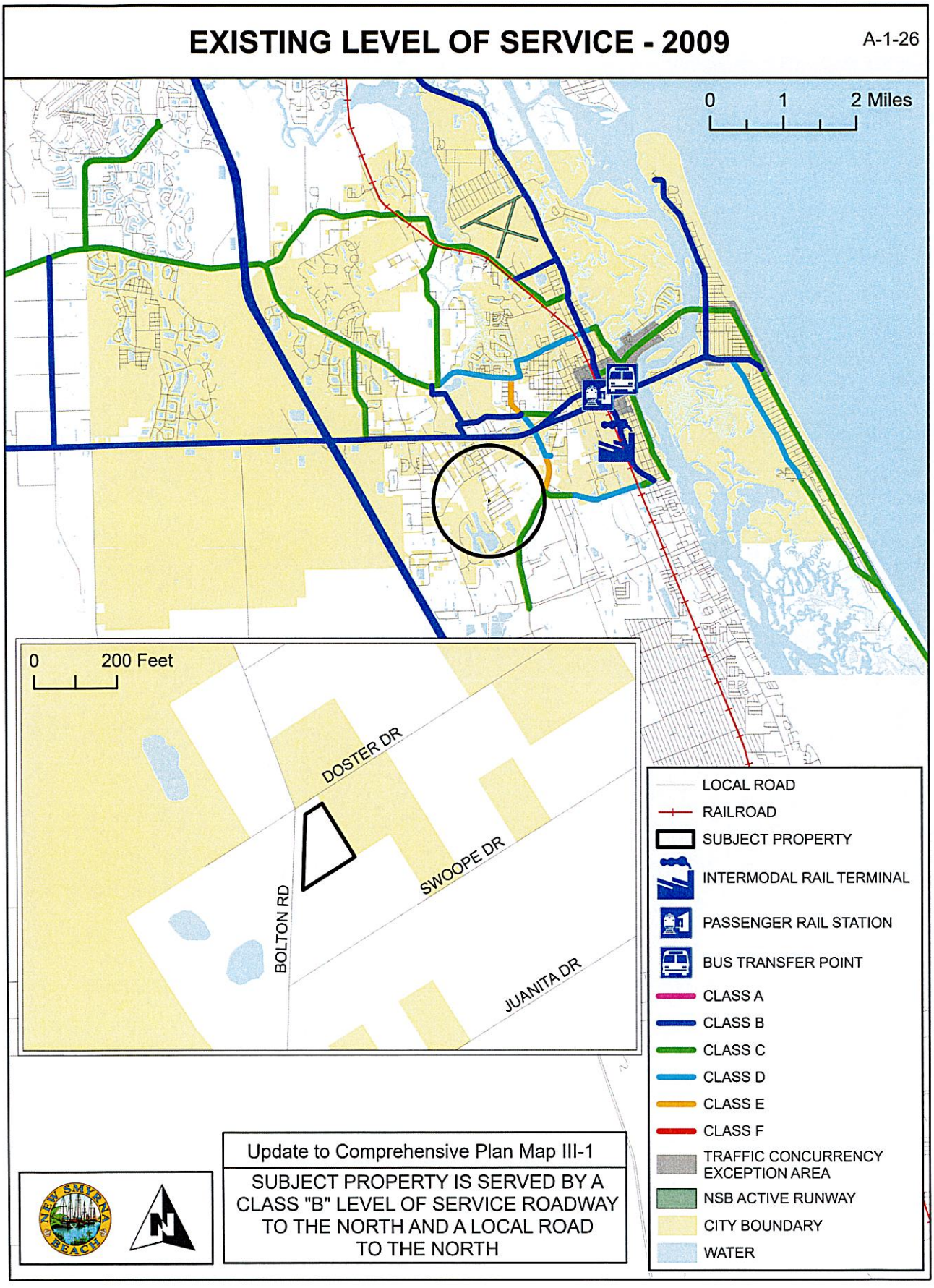

EXISTING LEVEL OF SERVICE - 2009
A-1-26
0 1 2 Miles
0 200 Feet
DOSTER DR
SWOOPE DR
BOLTON RD
JUANITA DR
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE 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 NORTH

EXHIBIT "F"

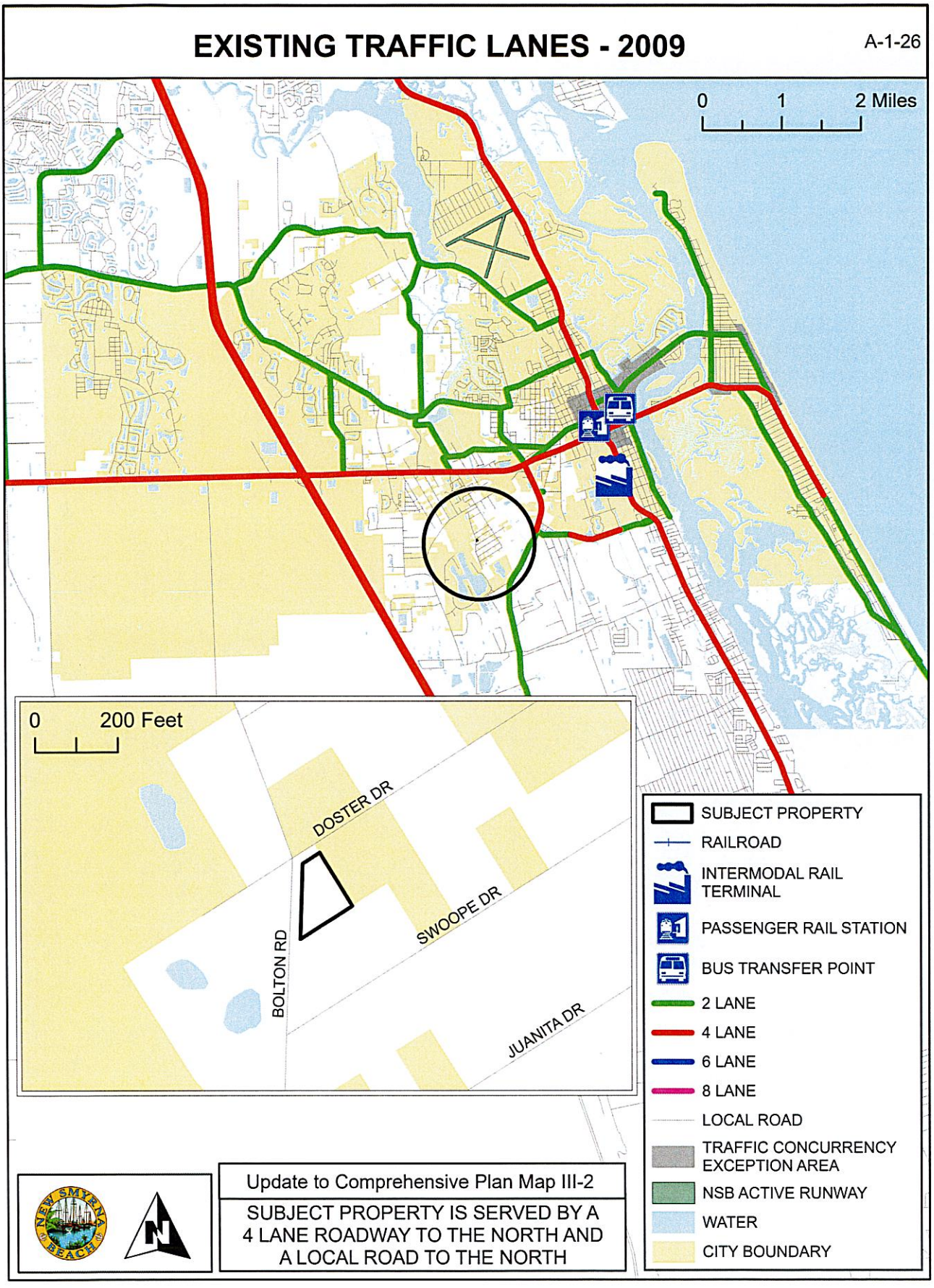
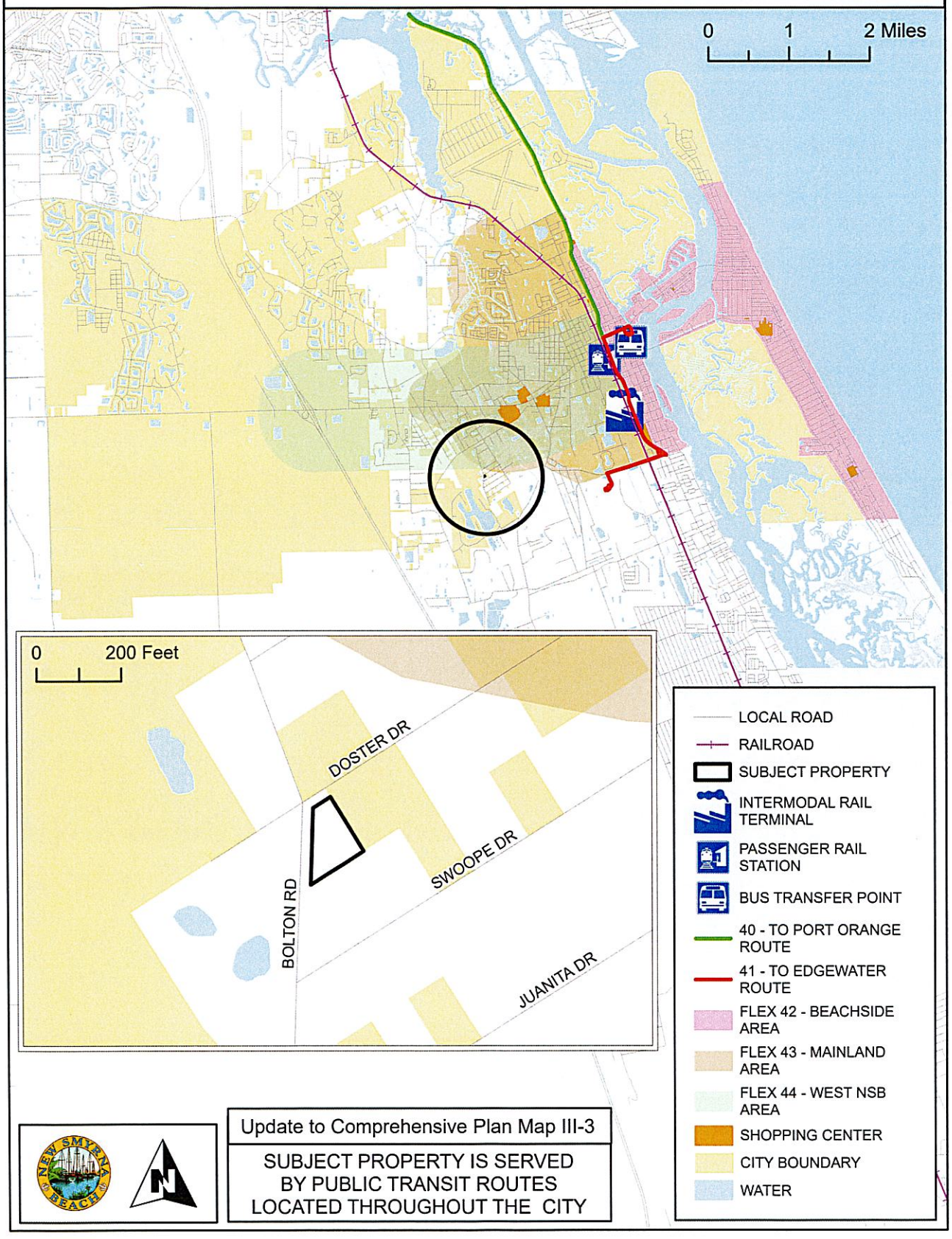

EXISTING TRAFFIC LANES - 2009
A-1-26
0 1 2 Miles
0 200 Feet
DOSTER DR
SWOOPE DR
BOLTON RD
JUANITA DR
SUBJECT PROPERTY
RAILROAD
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANE
4 LANE
6 LANE
8 LANE
LOCAL ROAD
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
WATER
CITY BOUNDARY
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 NORTH

EXHIBIT "G"

PUBLIC TRANSIT ROUTES

A-1-26



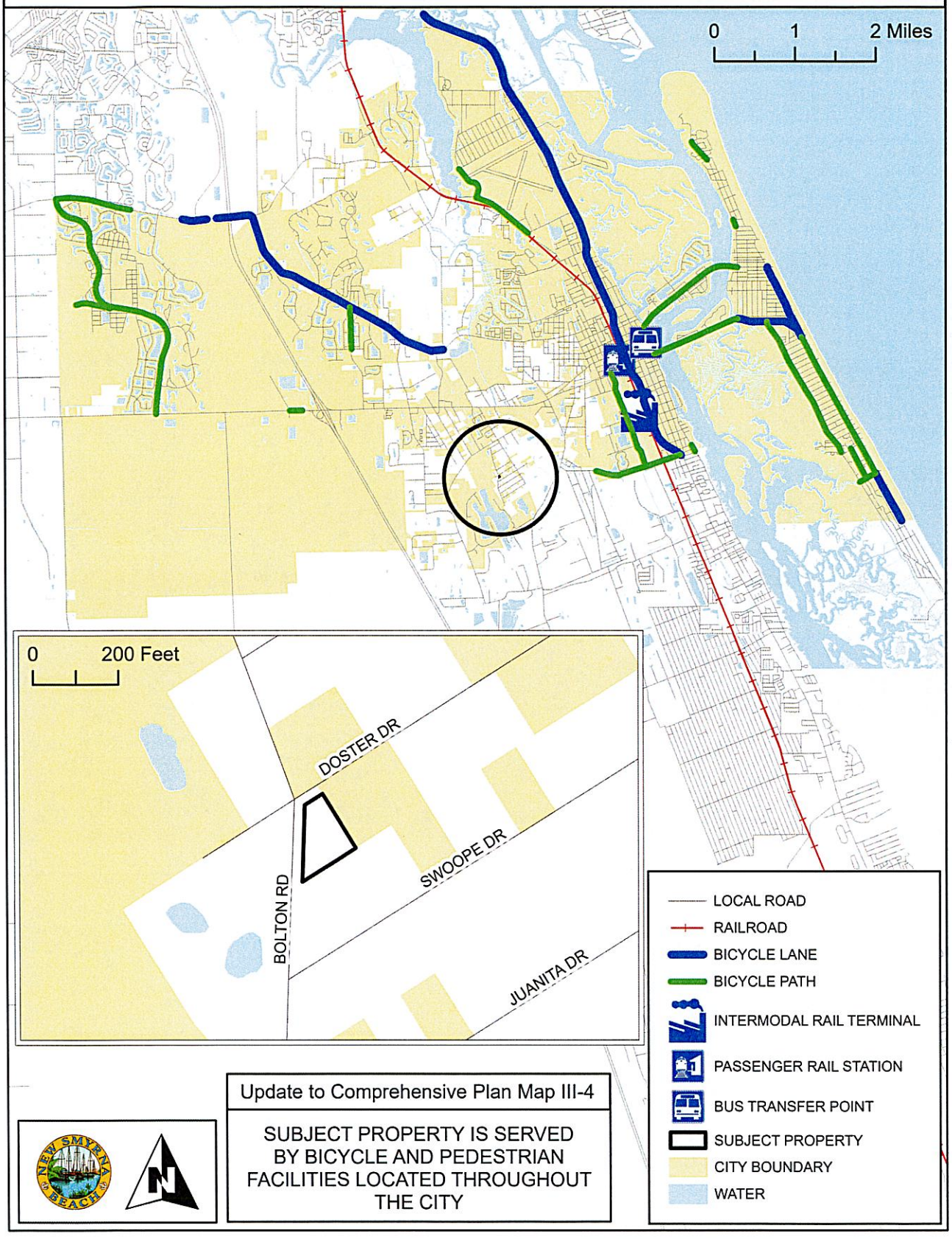
Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "H"

BICYCLE AND PEDESTRIAN FACILITIES

A-1-26



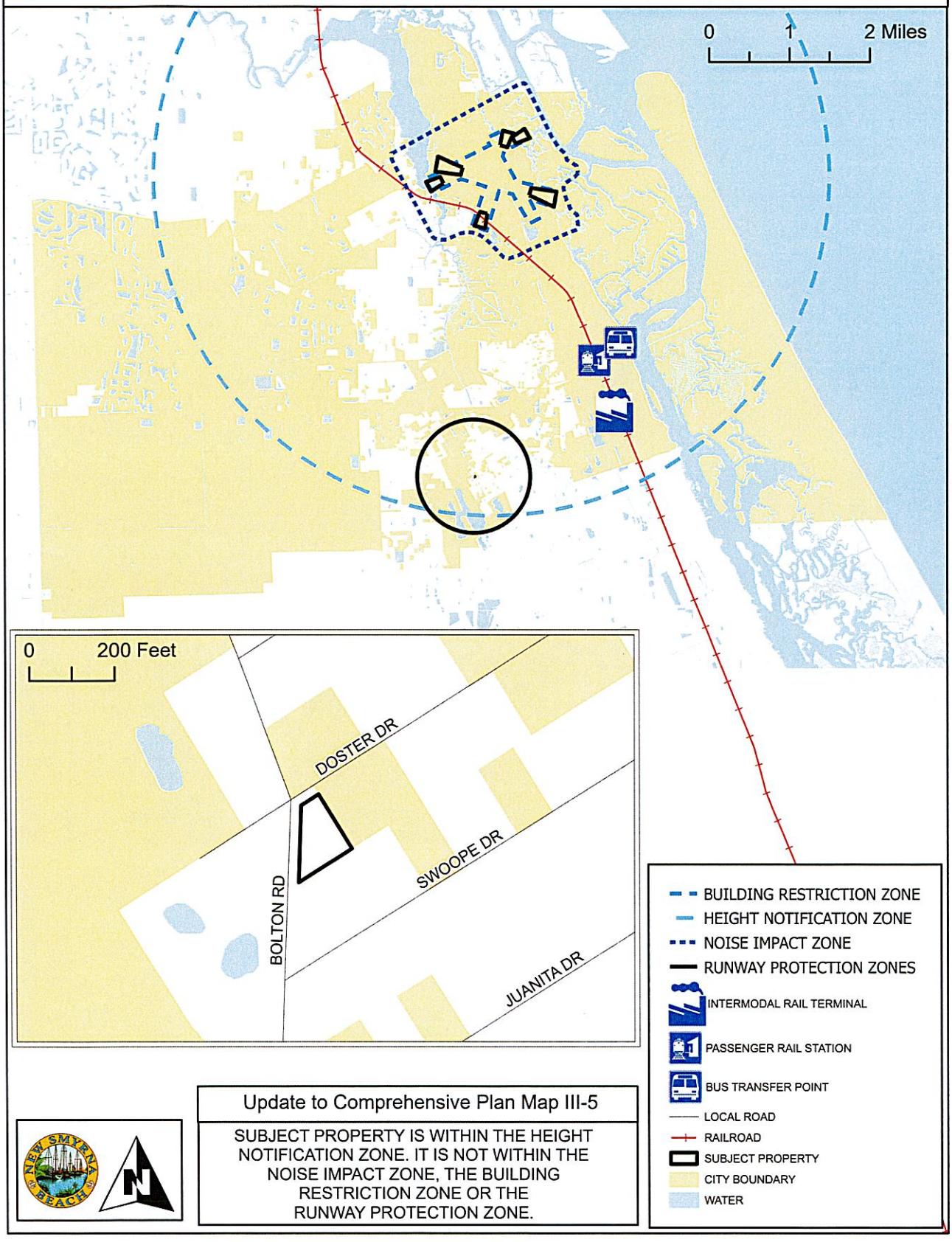
Update to Comprehensive Plan Map III-4

SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

EXHIBIT "I"

AIRPORT RUNWAY PROTECTION ZONES

A-1-26



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.

EXHIBIT "J"

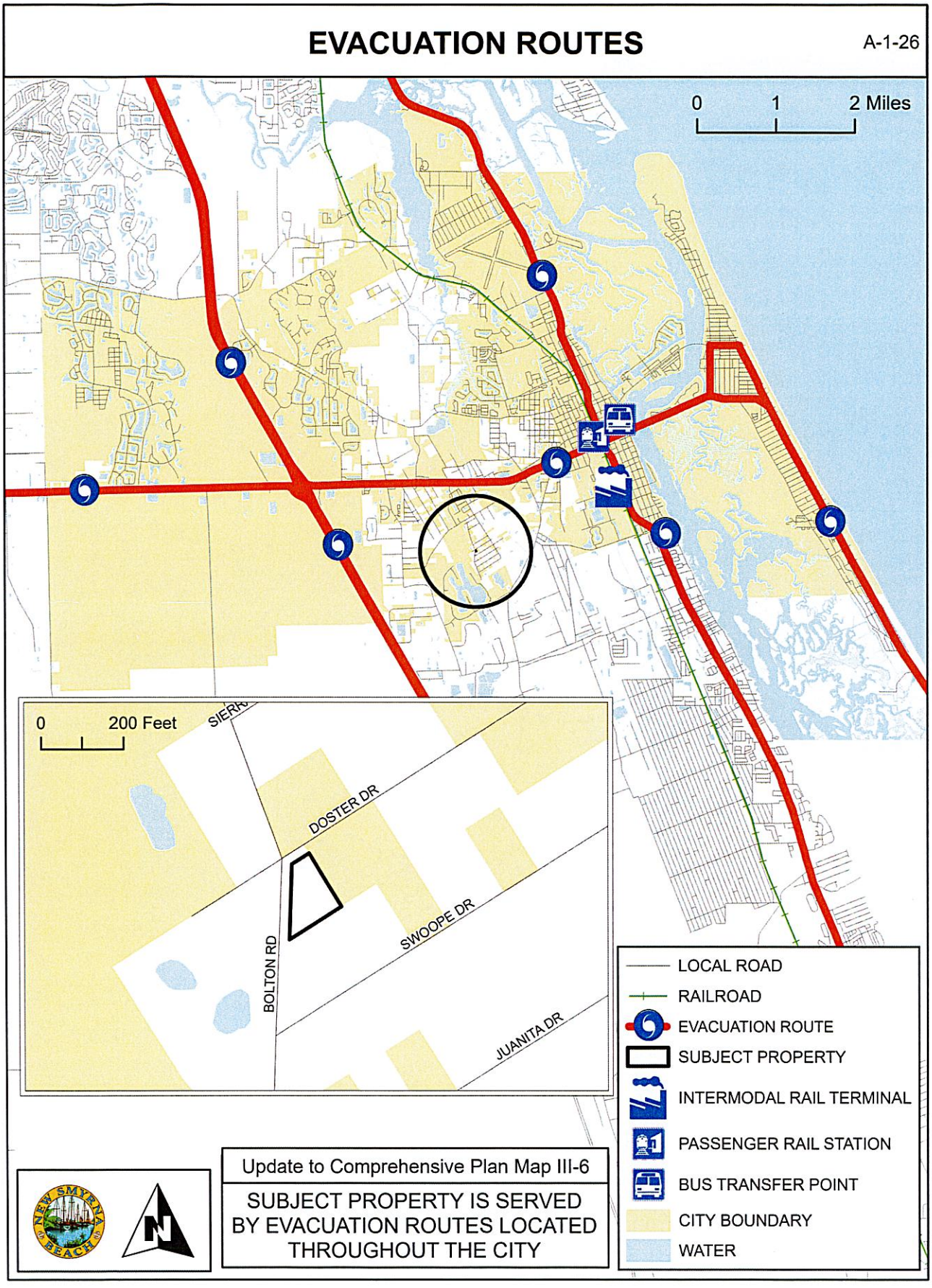
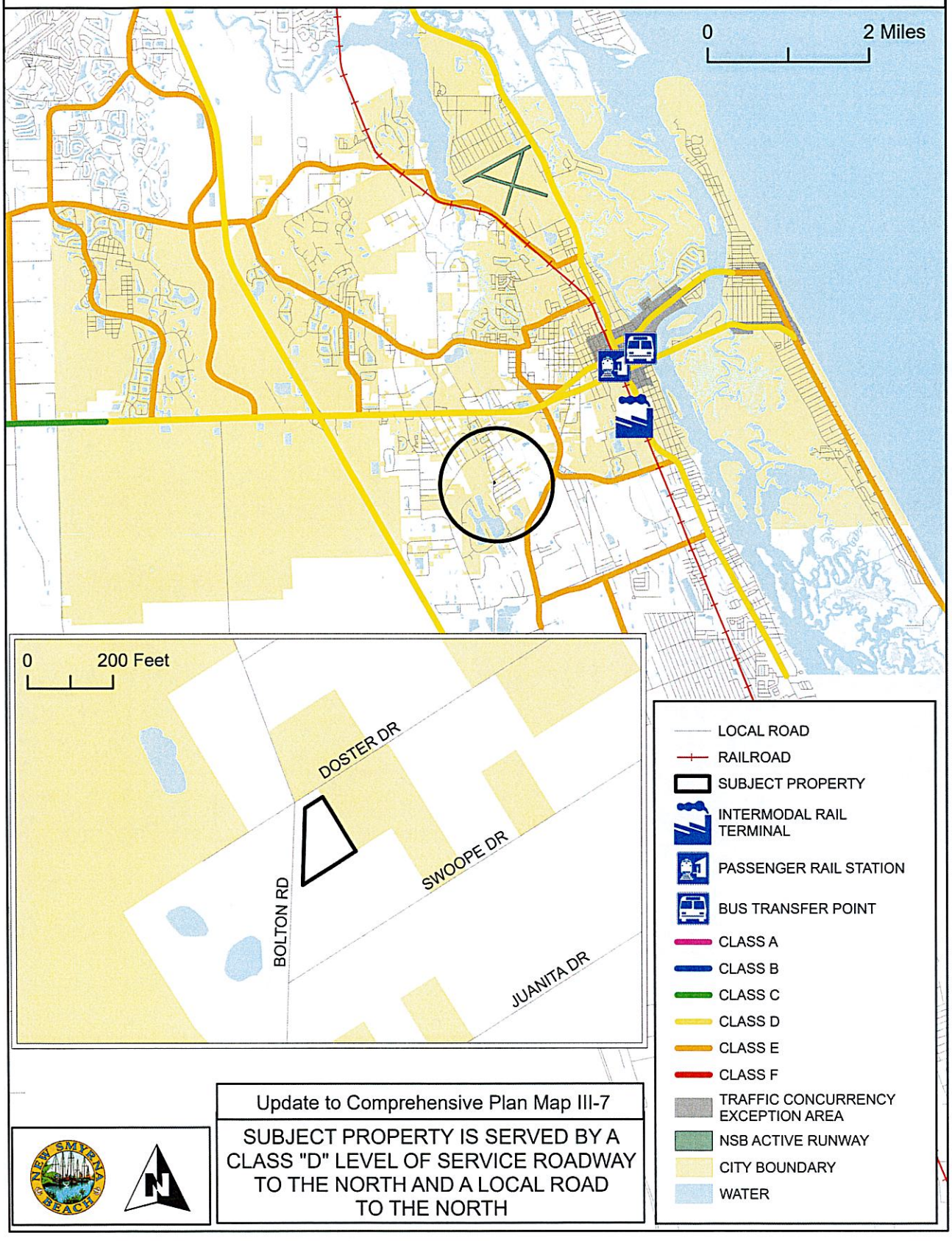

EVACUATION ROUTES
A-1-26
0 1 2 Miles
0 200 Feet
SIERRA
DOSTER DR
SWOOPE DR
BOLTON RD
JUANITA DR
LOCAL ROAD
RAILROAD
EVACUATION ROUTE
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-6
SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "K"

LEVEL OF SERVICE - 2025

A-1-26



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 NORTH

EXHIBIT "L"

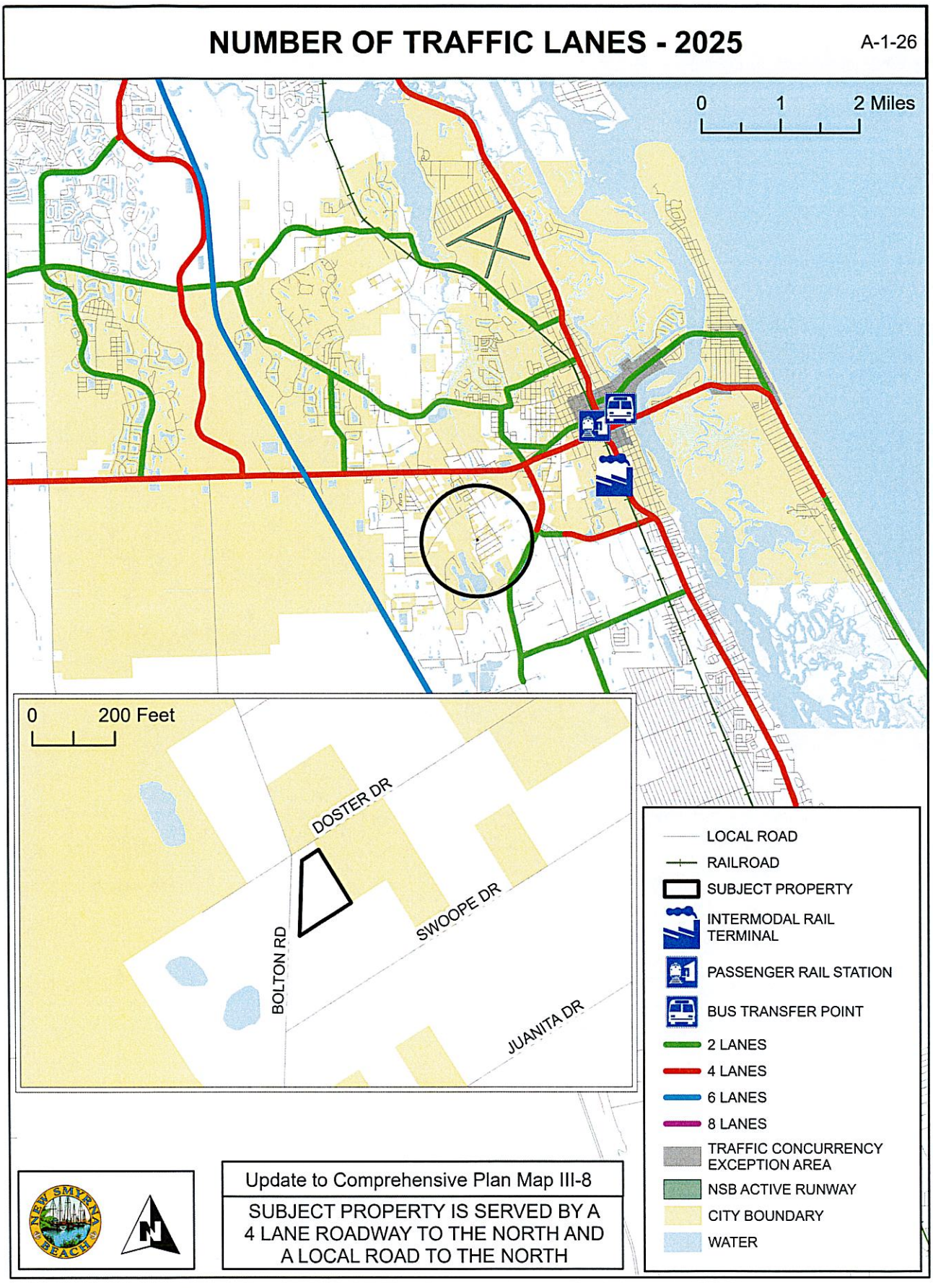
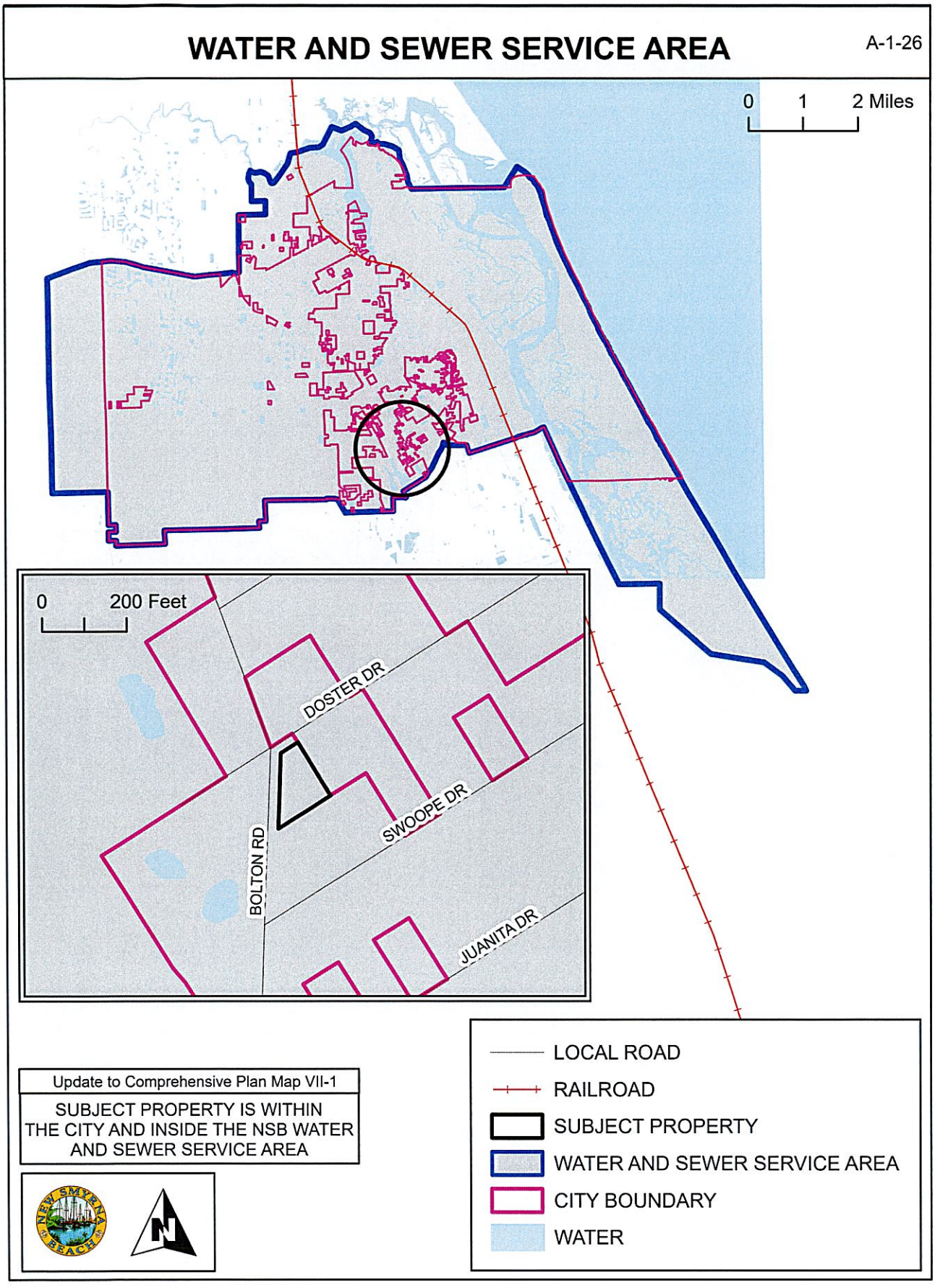

NUMBER OF TRAFFIC LANES - 2025
A-1-26
0 1 2 Miles
0 200 Feet
DOSTER DR
SWOOPE DR
BOLTON RD
JUANITA DR
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANES
4 LANES
6 LANES
8 LANES
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
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 NORTH

EXHIBIT "M"


WATER AND SEWER SERVICE AREA
A-1-26
0 1 2 Miles
0 200 Feet
DOSTER DR
BOLTON RD
SWOOPE DR
JUANITA DR
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

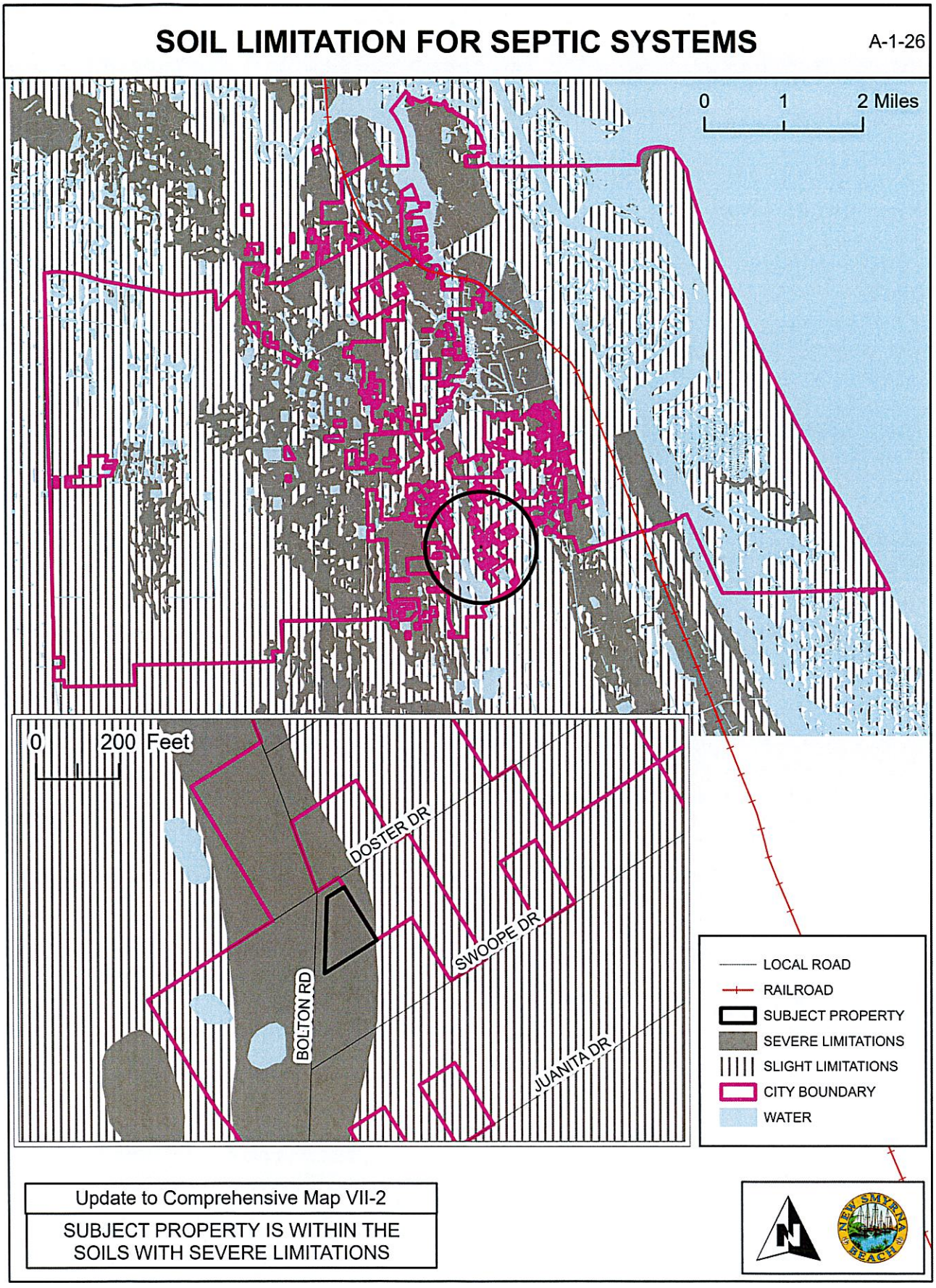

SOIL LIMITATION FOR SEPTIC SYSTEMS
A-1-26
0
1
2 Miles
0
200 Feet
DOSTER DR
SWOOPE DR
BOLTON RD
JUANITA DR
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
SEVERE LIMITATIONS
SLIGHT LIMITATIONS
CITY BOUNDARY
WATER
Update to Comprehensive Map VII-2
SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE LIMITATIONS
NEW SMYRNA BEACH

EXHIBIT "O"

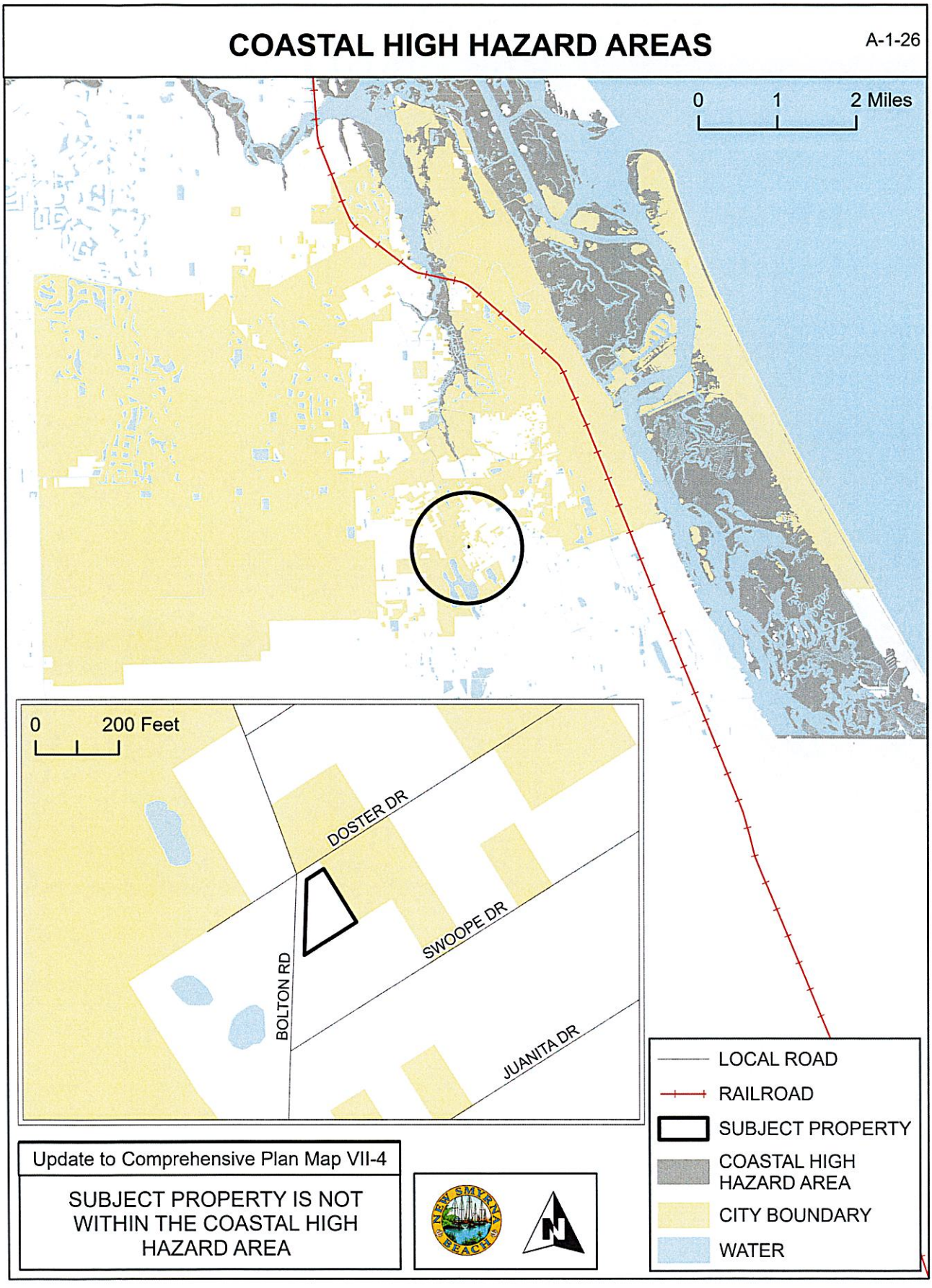

COASTAL HIGH HAZARD AREAS
A-1-26
0
1
2 Miles
0
200 Feet
DOSTER DR
SWOOPE DR
BOLTON RD
JUANITA DR
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
COASTAL HIGH HAZARD AREA
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VII-4
SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA
NEW SMYRNA BEACH
N

EXHIBIT "P"

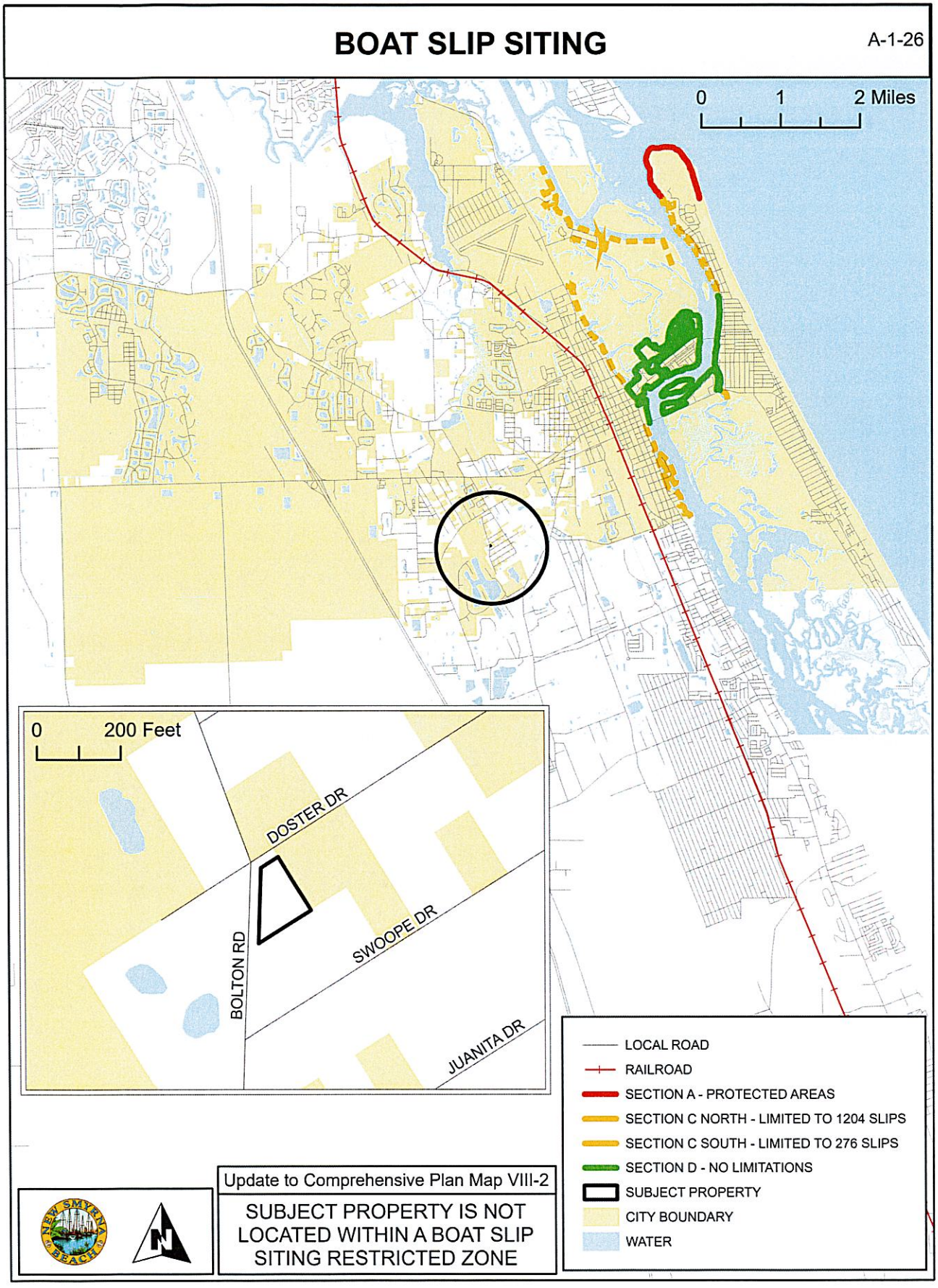
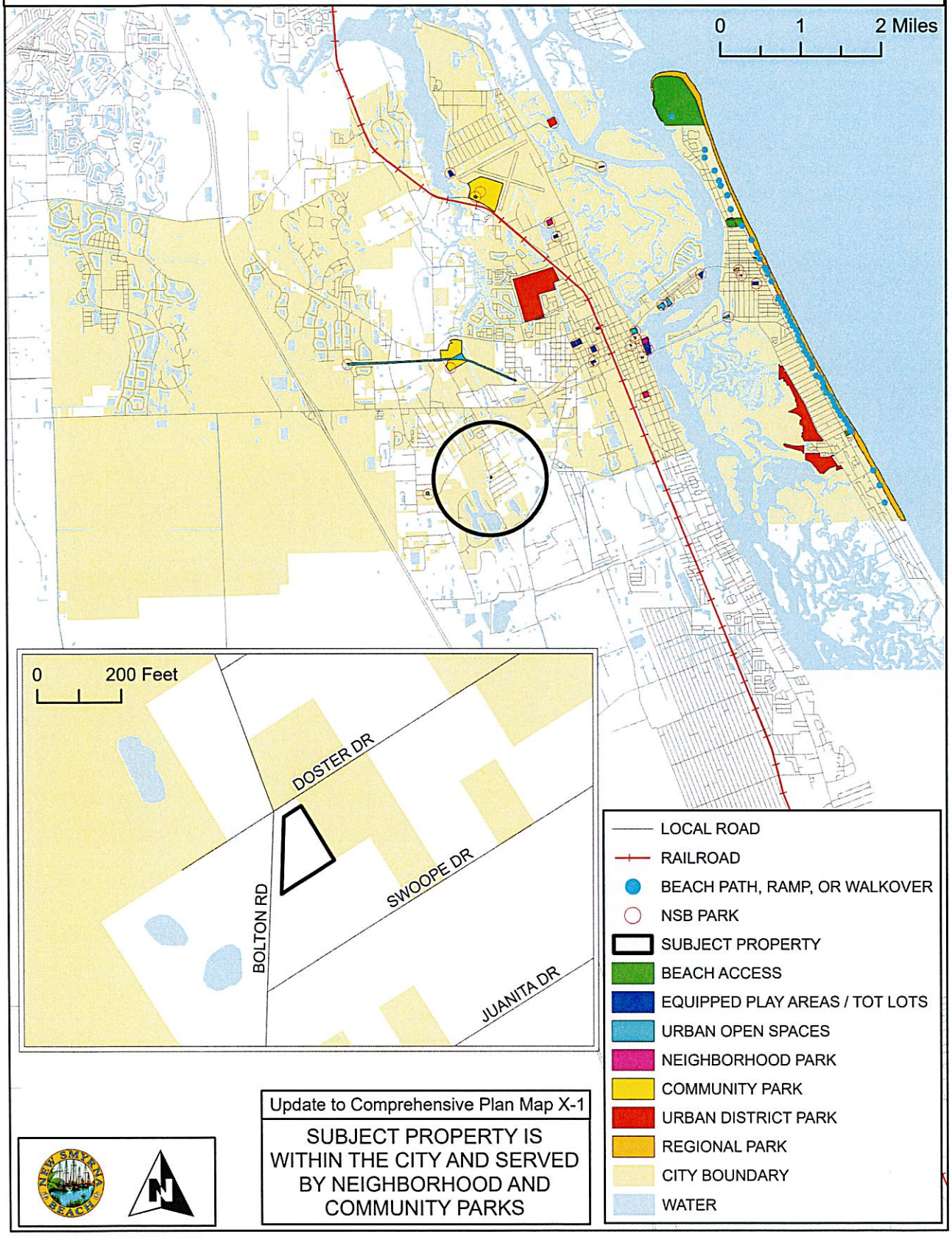

BOAT SLIP SITING
A-1-26
0
1
2 Miles
0
200 Feet
DOSTER DR
BOLTON RD
SWOOPE DR
JUANITA DR
LOCAL ROAD
RAILROAD
SECTION A - PROTECTED AREAS
SECTION C NORTH - LIMITED TO 1204 SLIPS
SECTION C SOUTH - LIMITED TO 276 SLIPS
SECTION D - NO LIMITATIONS
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VIII-2
SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

EXHIBIT "Q"

CITY PARKS

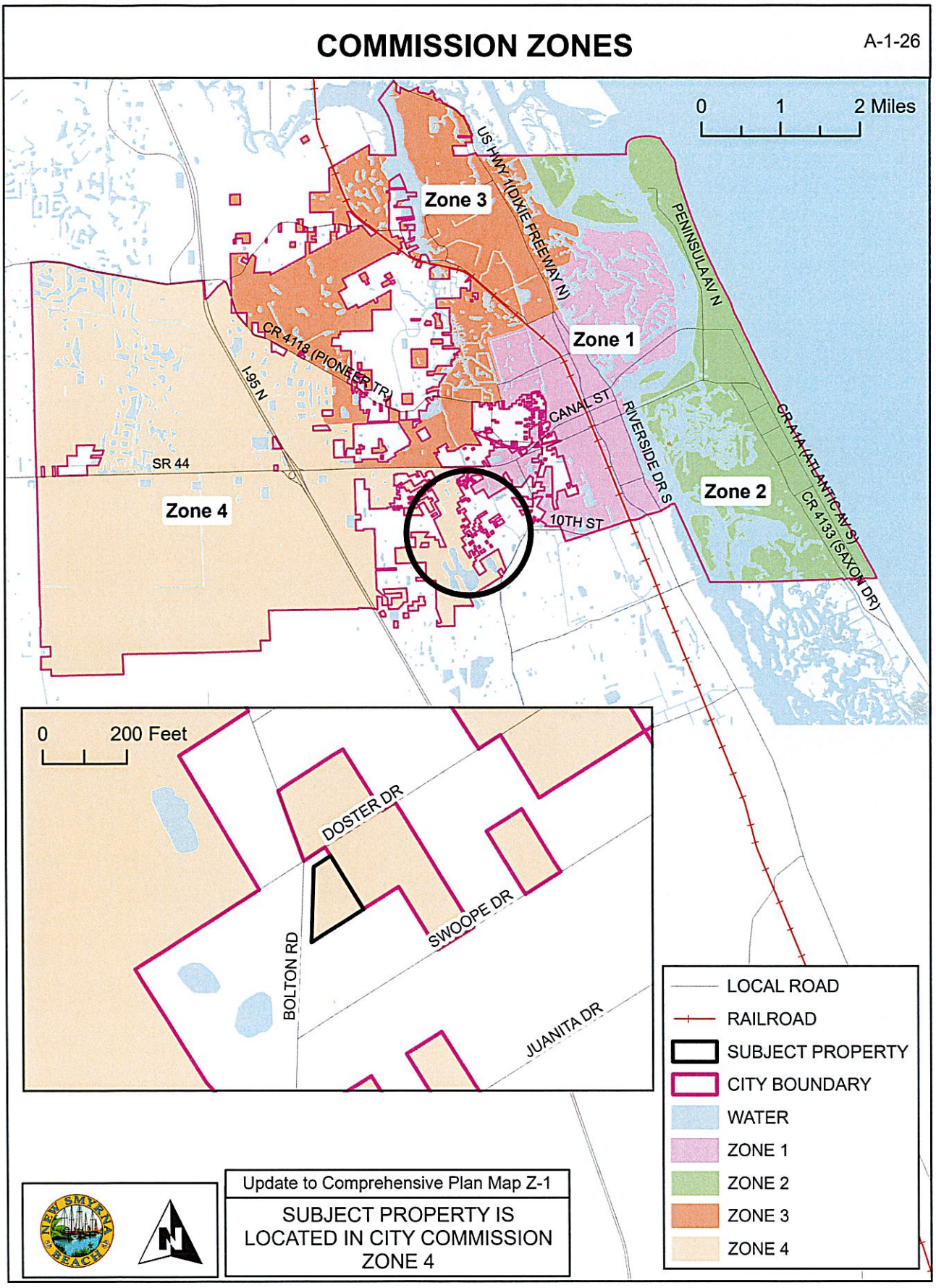
A-1-26



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-1-26
0 1 2 Miles
Zone 3
Zone 1
Zone 2
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)
0 200 Feet
DOSTER DR
SWOOPE DR
BOLTON RD
JUANITA DR
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 4

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

ORDINANCE NO. 33-26: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED, AT A SECOND READING AND PUBLIC HEARING, WOULD REZONE APPROXIMATELY 0.34 + ACRES OF LAND AS PART OF AN OVERALL ANNEXATION APPLICATION FOR PROPERTY ADDRESSED AS 2264 DOSTER DRIVE.

July 14, 2026

Background:

Applicant and Property Owners: Brian P. and Raquel Heath, 2264 Doster Drive, New Smyrna Beach, Florida 32168.

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:** 0.34 ± acres.
- **Location:** Southeast corner of Doster Drive and Bolton Road.

Tax I.D. Number: 7344-03-00-0110

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 of New Smyrna Beach, 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 addressed as 2264 Doster Drive is developed with a single-family house. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia zoning designation of the subject property is shown on the following map as **Exhibit C**. The associated 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 zoning designations that would be as similar as possible to existing County designations. As discussed above, the existing County the existing County zoning designation is R-4, Urban Single Family 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 designation, and a map of the proposed changes are attached as **Exhibits F** and **G**.

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 June 1, 2026, the Planning and Zoning Board voted, 7-0, to give a positive recommendation to the City Commission to **approve** the requested rezoning to City R-2, Single Family Residential with an "A" attached for Airport Height Notification Zone as part of an overall annexation application.

The Planning Department also recommends the City Commission to **approve** the requested rezoning to City R-2, Single Family Residential with an "A" attached for Airport Height Notification Zone as part of an overall annexation application.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

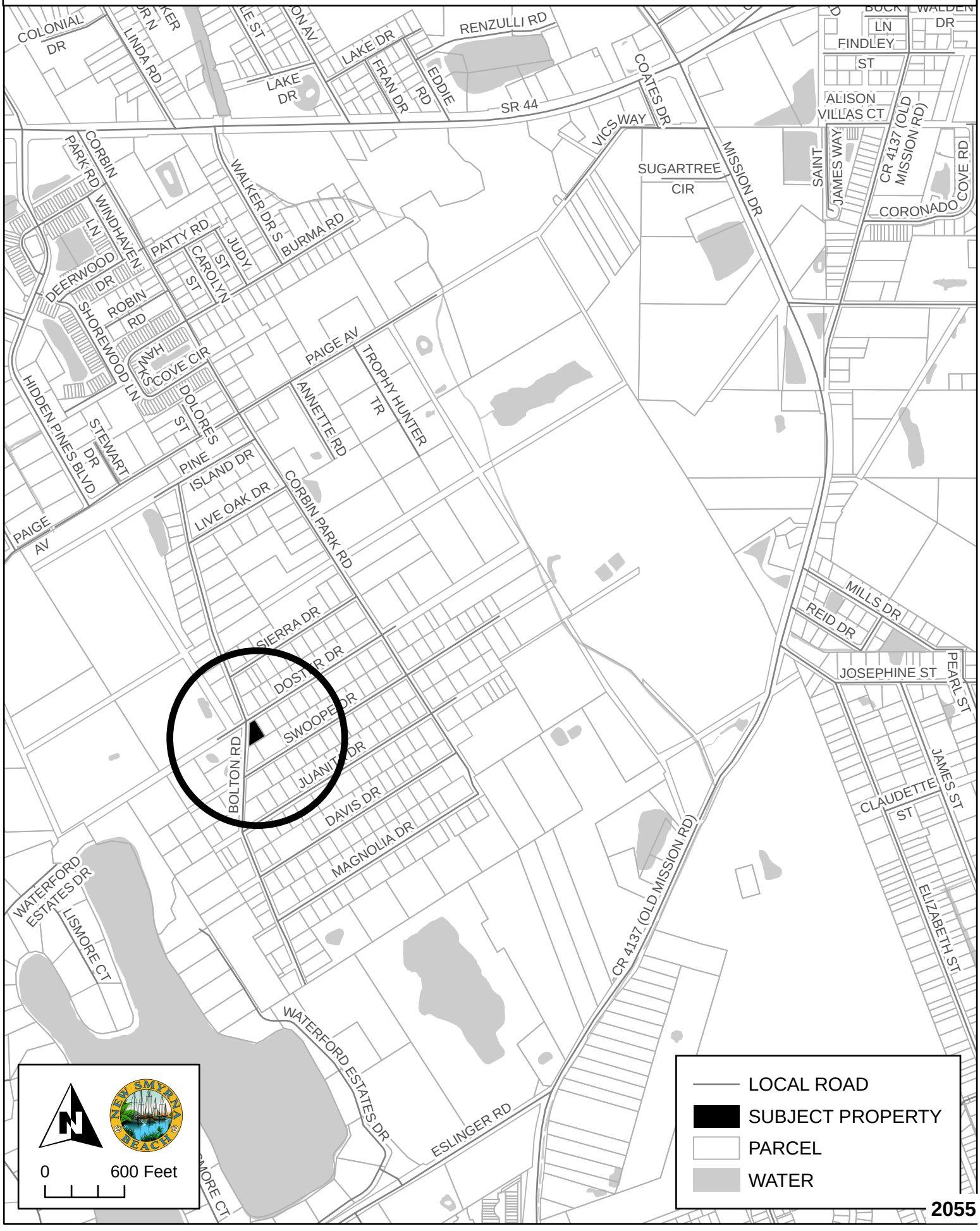
Staff Report Created By: Shane Corbin - Developmental Services Director

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 Warranty Deed.pdf
Business Impact Estimate - Ord 33-26 2264 Doster Dr.pdf
Ord 33-26 Rezoning 2264 Doster Dr.pdf

A-1-26: 2264 DOSTER DRIVE
PARCEL: 7344-03-00-0110 LOCATION MAP

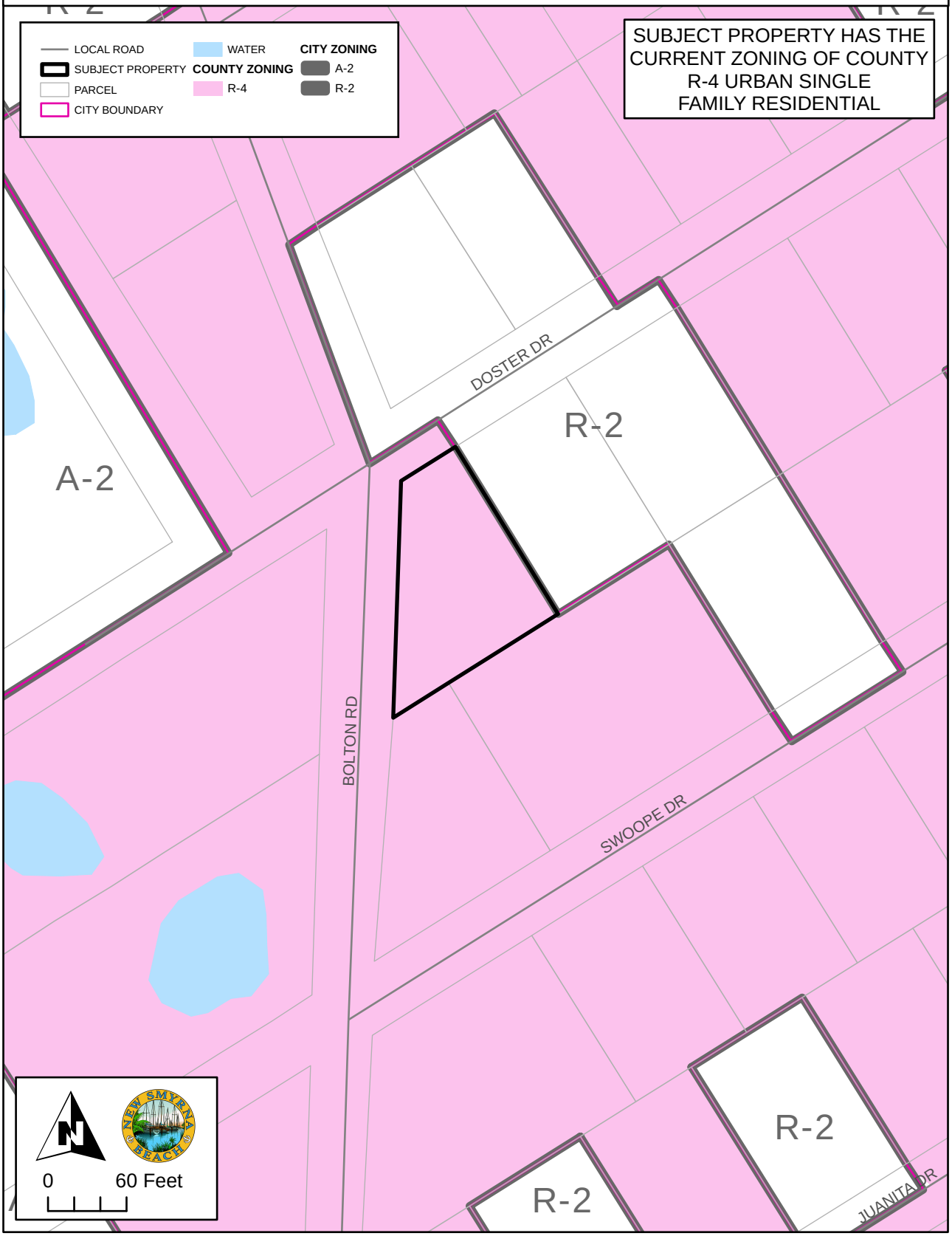


A-1-26: 2264 DOSTER DRIVE
PARCEL: 7344-03-00-0110 AERIAL MAP



EXISTING ZONING

A-1-26



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-based business (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 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.

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.

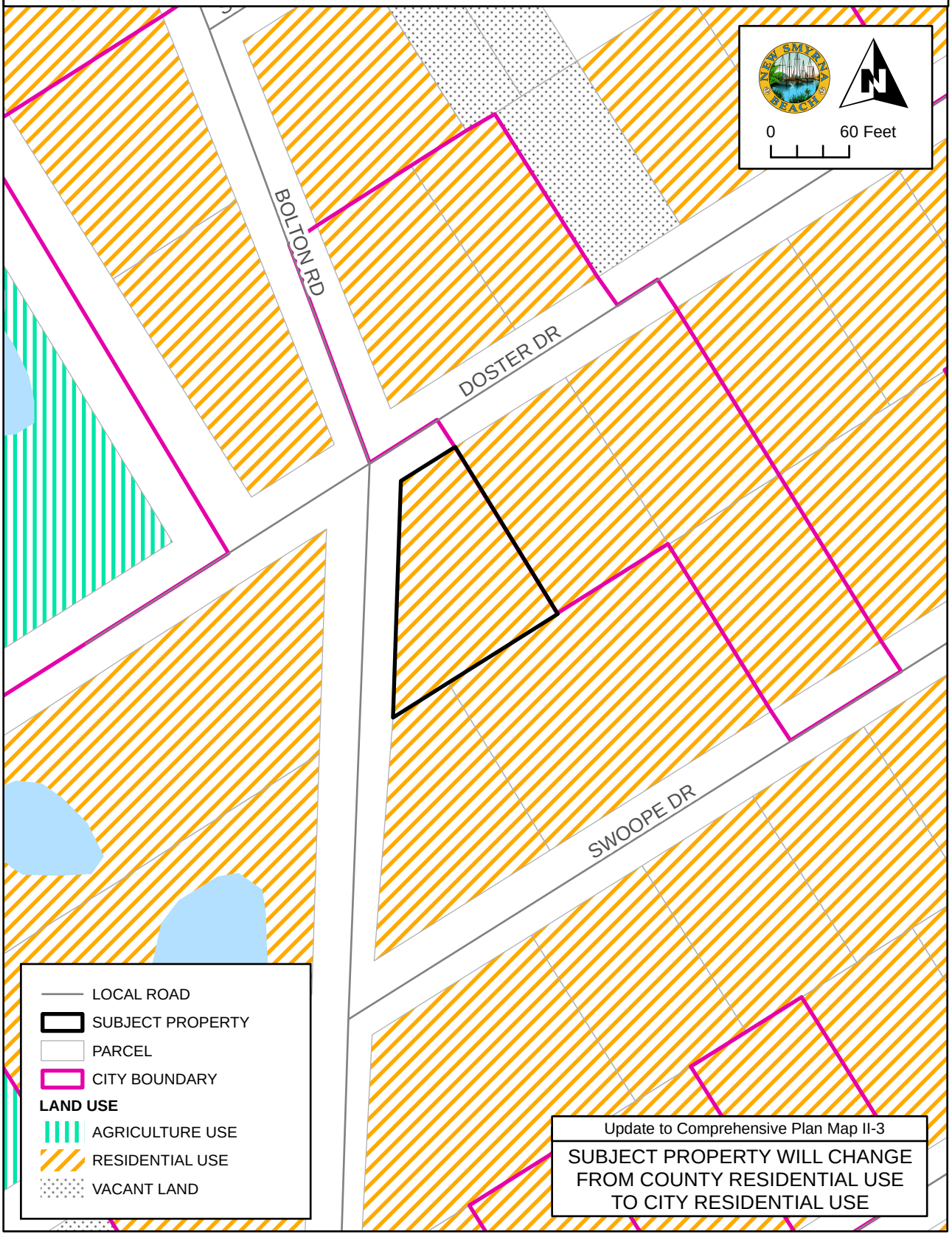
Maximum lot coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

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-1-26



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:

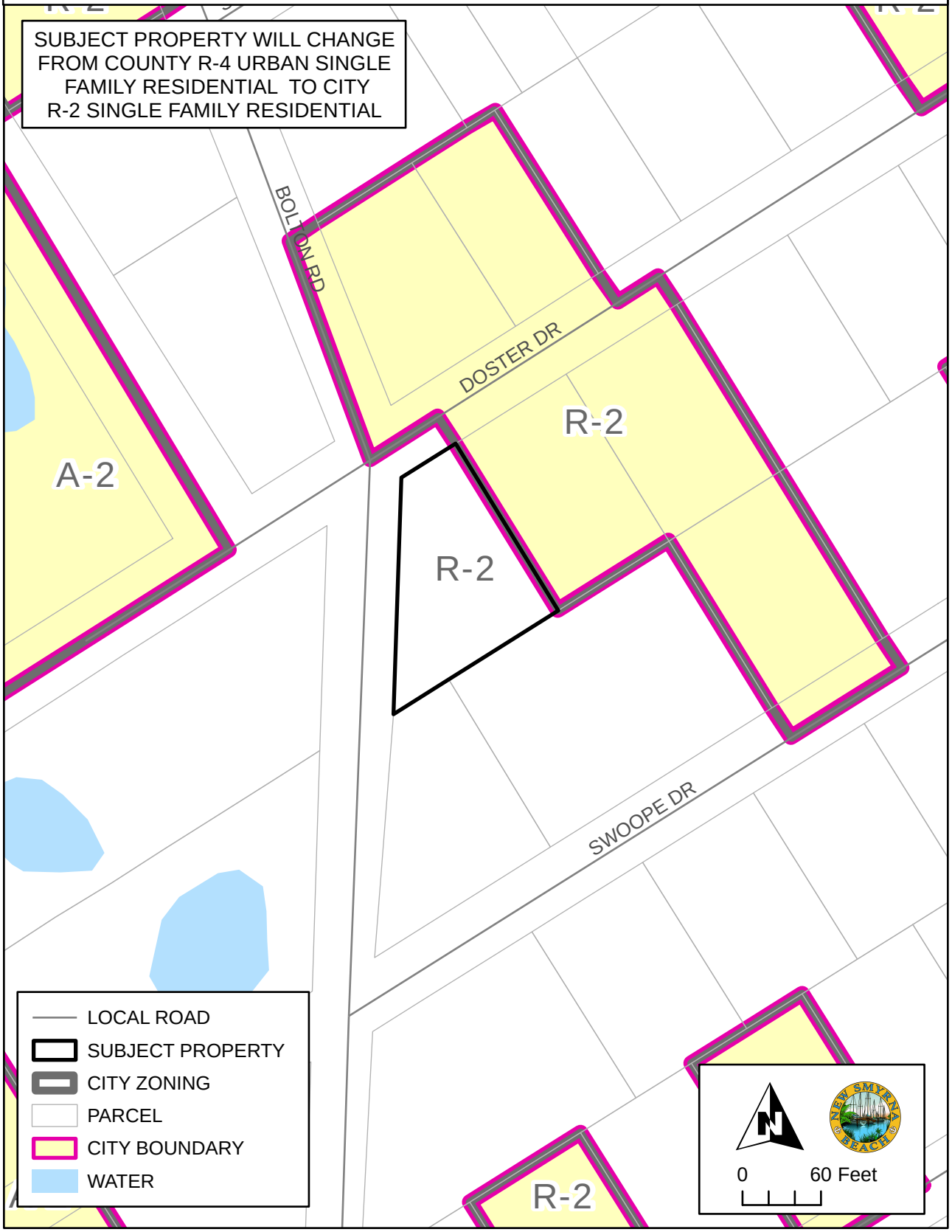
There shall be no building projections into any required yard except for eaves with a maximum projection of 42 inches, but no closer than 5 feet to a property line; and those structures allowed in Section 804.03.

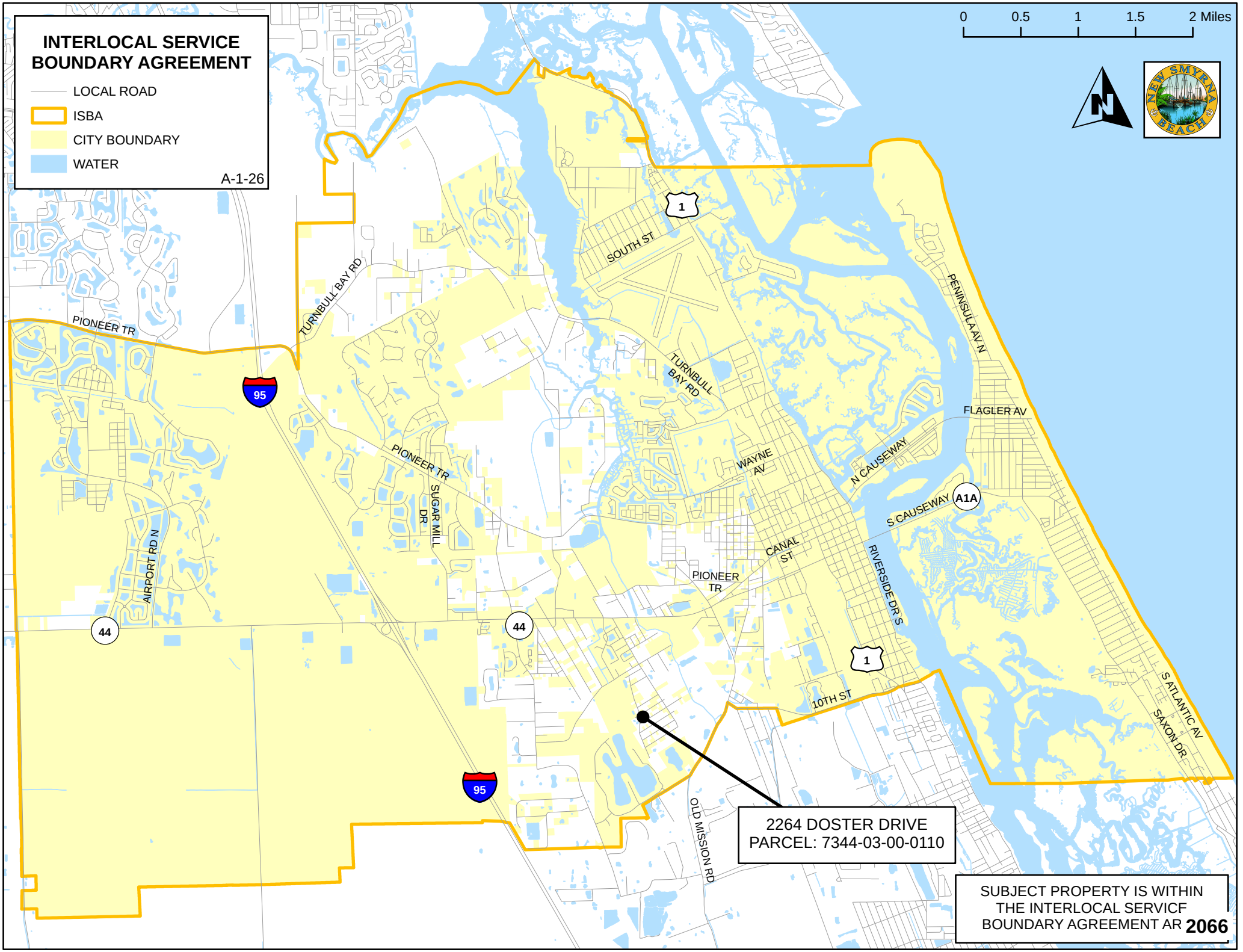
Visibility at Intersections:

Visibility at intersections shall be provided as required in this LDR. **[Revised 12-18-92]**

PROPOSED ZONING

A-1-26




INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-1-26
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
WAYNE AV
S CAUSEWAY
A1A
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
SUGAR MILL DR
AIRPORT RD N
OLD MISSION RD
95
44
1
2264 DOSTER DRIVE
PARCEL: 7344-03-00-0110
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 2066

LEGAL DESCRIPTION

Address:
2264 Doster Drive, New Smyrna Beach, Florida 32168

Parcel Number
7344-03-00-0110

AltKey Number:
3734513

Metes and Bounds by Kenneth Bohannon, Esq.

LOTS 11 AND 12 CORBIN PARK SUBDIVISION NUMBER 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 23, PAGE 146, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Prepared By: Teresa A. Prompovitch
Professional Title Agency, Inc.
400 Canal Street
New Smyrna Beach FL 32168
incidental to the issuance of a title insurance policy.
File Number: n4984
Parcel ID# 7344-03-00-0110

Doc stamps 168.00
(Transfer Amt $ 24000)
Instrument# 2003-189616
Book: 5131
Page: 3810
Diane M. Matousek
Volusia County, Clerk of Court

WARRANTY DEED
(INDIVIDUAL)

This *WARRANTY DEED*, dated **07/29/2003** by
BILL B. FARMER and JEAN D. FARMER, husband and wife
whose post office address is:
1206 Live Oak Street, New Smyrna Beach FL 32168
hereinafter called the GRANTOR, to
BRIAN P. HEATH and RAQUEL HEATH, husband and wife
whose post office address is:
2813 Unity Tree Drive, Edgewater, FL 32141
hereinafter called the GRANTEE:
(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of $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, viz:

Lots 11 and 12, CORBIN PARK SUB NO. 3, according to the plat thereof, recorded in Map Book 23, Page 146 of the Public Records of Volusia County, Florida.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year **2003** and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, 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.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Witness #1 Signature: _____
Witness #1 Print Name: Teresa A. Prompovitch

Witness #2 Signature: _____
Witness #2 Print Name: CHERYL J. SECKI

Bill B. Farmer
BILL B. FARMER

Jean D. Farmer
JEAN D. FARMER

State of **Florida**
County of **Volusia**

I am a notary public of the state of **Florida** and my commission expires: **March 12, 2006**
THE FOREGOING INSTRUMENT was acknowledged before me on **07/29/2003** by:
BILL B. FARMER and JEAN D. FARMER, husband and wife
who is personally known to me or who has produced drivers license as identification.

Notary Seal

Signature: _____
Teresa A. Prompovitch Notary Public

TERESA A. PROMPOVITCH
MY COMMISSION # DD [illegible]
EXPIRES March 12, 2006

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 33-26 Rezoning 2264 Doster Dr.

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. 33-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 0.34± ACRES OF PROPERTY GENERALLY LOCATED ON THE SOUTHEAST CORNER OF DOSTER DRIVE AND BOLTON ROAD, ADDRESSED AS 2264 DOSTER DRIVE, FROM VOLUSIA COUNTY *R-4 A, URBAN SINGLE FAMILY RESIDENTIAL AIRPORT OVERLAY* TO CITY *R-2 A, SINGLE FAMILY RESIDENTIAL AIRPORT OVERLAY* ZONING DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Brian P. Heath and Raquel Heath, 2264 Doster Drive, New Smyrna Beach, Florida 32168, applicants and property owners, have requested the rezoning of 0.34± acres of property generally located on the southeast corner of Doster Drive and Bolton Road, addressed as 2264 Doster Drive, from Volusia County *R-4 A, 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 June 1, 2026, by a vote of 7-0, 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 0.34± acres of property generally located on the southeast corner of Doster Drive and Bolton Road, in the City of New Smyrna Beach, Florida, said properties more particularly described as follows:

7344-03-00-0110
2264 Doster Drive

LOTS 11 AND 12 CORBIN PARK SUBDIVISION NUMBER 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 23, PAGE 146, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

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 July 28, 2026, at 5:30 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. 32-26, 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. 32-26, 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: 6/19/2026

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

ORDINANCE NO. 34-26: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED, AT A SECOND READING AND PUBLIC HEARING WOULD ASSIGN A LOCAL LANDMARK DESIGNATION TO THE CLINCH STREET RAILROAD SPUR SECTION, LOCATED EAST OF SOUTH RIVERSIDE DRIVE.

July 14, 2026

Background:

Applicant: Kevin Cowper, City Manager, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

Property Owner: City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, 32168.

Request: Approval of a Local Landmark designation for the Clinch Street Railroad Spur.

Subject Area: The subject area contains approximately 0.10 ± acres, zoned R-2, Single-Family Residential, and is generally located on the east end of Clinch Street, between South Riverside Drive and the Indian River. See **Exhibits A** & **B** for location.

Tax ID #: 7441-38-07-0421

Exhibits used in this report:

Exhibit A: Location Map
Exhibit B: Aerial Map
Exhibit C: 1888 City Map
Exhibit D: 1903 City Map
Exhibit E: Blue Goose Packing Company Photo
Exhibit F: Grand ole Barn
Exhibit G: Current Local Landmark Map
Exhibit H: Legal Description

Findings:

This historic riverfront property, located along Clinch Street from Magnolia Street to the Indian River, once had a railroad spur, marked the southern end of the Old Kings Highway, as well as the route to the Old Stone Wharf.

This site marks the eastern terminus of a railway spur built around 1900 by Henry Flagler's Florida East Coast Railroad. The spur connected the main north–south rail line to the Intracoastal Waterway, where citrus and other local produce were loaded onto barges. See **Exhibit C**.

The site lies just south of the Turnbull Settlements wharf (circa 1770), the community's primary port, and the southern end of the Old Kings Road—the first roadway between New Smyrna Beach and St. Augustine. See **Exhibit D**.

In 1914, the Blue Goose Packing House was constructed along the spur to support the area's thriving citrus industry. As citrus production declined and transportation shifted from waterways to highways, the rail spur and packing house fell out of use. See **Exhibit E**.

The Blue Goose Packing House was later restored and redeveloped. See **Exhibit F**. Today, it serves the community as a meeting venue, made possible by the generosity of Randy and Sherri McHenry, who also donated the subject property as a place to reflect on the rich history of New Smyrna Beach.

Under Section 50-7, Criteria for designation of property. The Historic New Smyrna Beach Preservation Commission shall recommend the designation of property as a landmark and landmark site after the public hearing based upon one or more of the following criteria:

1. Its value is a significant reminder of the cultural or archeological heritage of the city, state or nation;
2. Its location is a site of a significant local, state or national event;
3. It is identified with a person who significantly contributed to the development of the city, state or nation;
4. It is identified as the work of a master builder, designer or architect whose individual work has influenced the development of the city, state or nation;
5. Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance;
6. It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials;
7. Its character is a geographically definable area possessing a significant concentration, or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development;
8. Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.

Recommendations:

At its regular scheduled meeting on June 10, 2026, the Historic New Smyrna Beach Preservation Commission found that the application met at least criteria 1, 2 and 7, and voted, 6-0, to give a positive recommendation to the City Commission to assign the site with a local landmark designation.

The Planning staff also recommends the City Commission to designate the Clinch Street Railroad Spur site, donated by Randy and Sherri McHenry, as a local Landmark due to the value of history and archaeology to the City of New Smyrna Beach.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C 1888 City Sale Map.pdf
Exhibit D 1903 Sale Map.pdf
Exhibit E Blue Goose Packing Co.pdf
Exhibit F The Grand Ole Barn.pdf
Exhibit G Local Landmark Map 2023.pdf
Exhibit H Legal Description.pdf
Business Impact Estimate - Ord 34-26 Local Landmark - Clinch St Railroad Spur.pdf
Ord 34-26 Historic Local Landmark - Clinch St Railroad Spur.pdf

Exhibit A

LD-01-26: CLINCH STREET RAILROAD SPUR
PARCEL: 7441-38-07-0421 LOCATION MAP

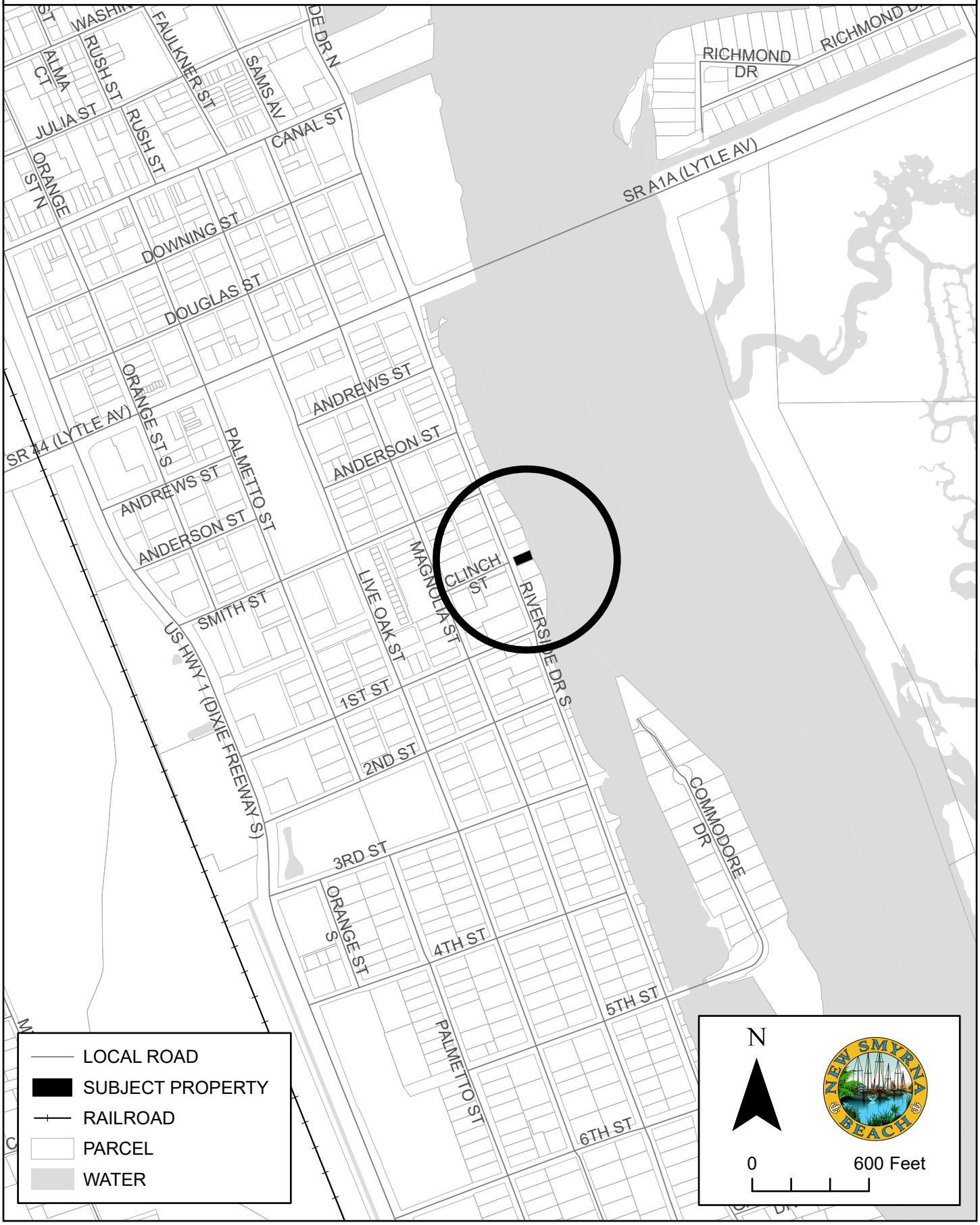


Exhibit B

LD-01-26: CLINCH STREET RAILROAD SPUR
PARCEL: 7441-38-07-0421 AERIAL MAP



Exhibit C

Map of

THE

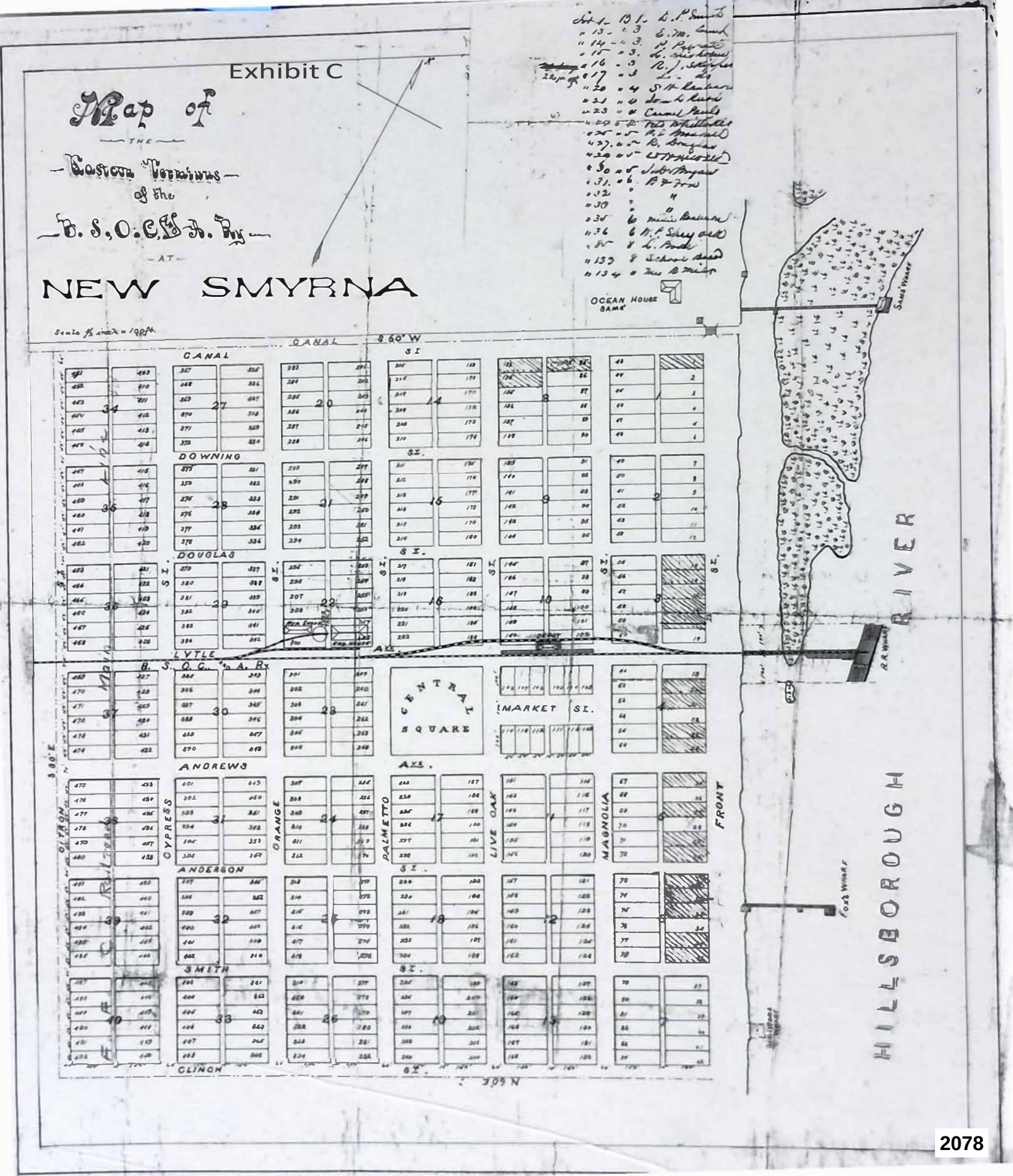
Eastern Terminus

of the

D. S. O. C. & A. Ry.

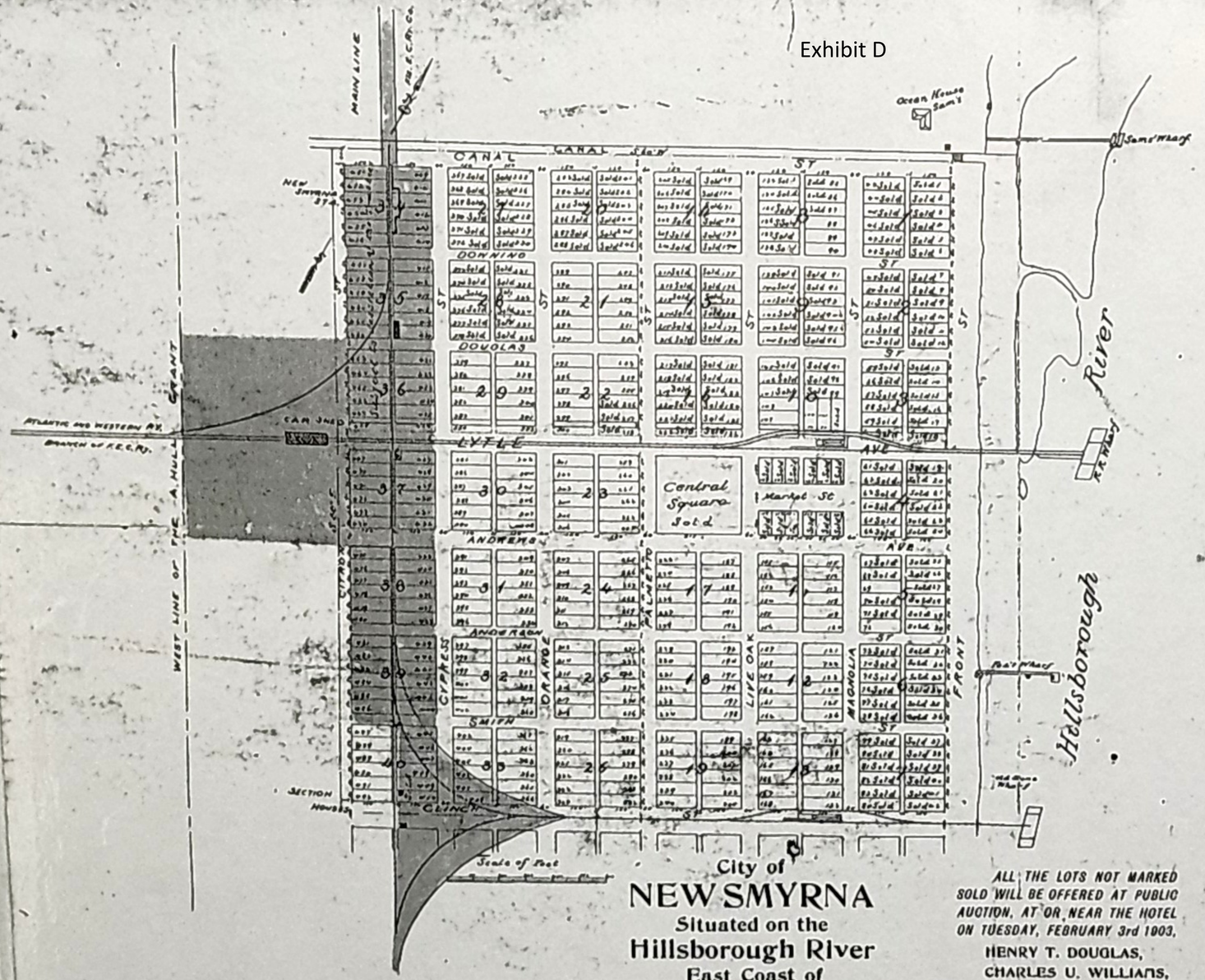
AT

NEW SMYRNA



2078

Exhibit D



City of
NEW SMYRNA
Situated on the
Hillsborough River
East Coast of
Florida.

ALL THE LOTS NOT MARKED SOLD WILL BE OFFERED AT PUBLIC AUCTION, AT OR NEAR THE HOTEL ON TUESDAY, FEBRUARY 3rd 1903.

HENRY T. DOUGLAS,
CHARLES U. WILLIAMS,
TRUSTEES.

PUBLIC SALE.

TUESDAY, FEBRUARY 3rd 1903.

TOWN LOTS.

IN THE CITY OF NEW SMYRNA.

Under and by virtue of a decree of the Circuit Court No. 2, of Baltimore City, Maryland; the undersigned trustees will offer for sale at or near the Hotel in the City of NEW SMYRNA, on Tuesday, February, 3rd 1903, all the lots indicated in the accompanying plat that are not marked as already sold.

TERMS OF SALE.

One-fourth cash, balance in equal instalments in 3, 6, 9, 12 and 18 months after day of sale.

ALL TAXES PAID BY TRUSTEES TO THE DAY OF SALE.

THE TOWN OF NEW SMYRNA

The Town of NEW SMYRNA, is on the line of the Florida East Coast Railway, beautifully situated on the Hillsborough River, two and one half miles south of Mosquito Inlet, and about one and three quarters miles from the Atlantic Ocean, in the great Orange Belt of Southern Florida.

Mosquito Inlet, which connects the ocean with the great inland sea of Florida, affords the deepest water and best harbor between St. Augustine and Jupiter Inlet, a distance of two hundred and eighteen miles.

NEW SMYRNA is only twenty two miles north of the Haul-over Canal which connects the Indian with the Hillsborough River, and the fertility of the soil adjoining the town and salubrity of the climate is a part of the history of Florida.

The Indian River with a width of ten miles and a length of about two hundred, which connects with the Hillsborough River through the Haul-over Canal, twenty-two miles south of NEW SMYRNA, finds its inlet to the Ocean practically at NEW SMYRNA through the Mosquito Inlet. There is a depth of water at NEW SMYRNA of from twelve to fifteen feet, with a width of nearly a mile in the Hillsborough River.

On the north of and adjoining NEW SMYRNA there has already been established a settlement of from three to four hundred people with hotels, churches, etc.

This property has been owned by the late General R. Sneaden Andrews, and family of Baltimore, Maryland for over fifty years, and has been withheld from the market pending the completion of railway lines communicating it with the interior and Northern and Western country. In order to close up General Andrews' estate, the undersigned trustees have been authorized to sell all of the remaining lots in said town on the day above indicated.

Any further information may be had of the undersigned trustees or their attorneys.

WILLIAMS, BRYAN & WILLIAMS,
First National Bank, Richmond, Va.

LEMMON & CLOTWORTHY,
Continental Building, Baltimore, Md.
ATTORNEYS.

HENRY T. DOUGLAS,
CHARLES U. WILLIAMS,
Trustees.
First National Bank, Richmond, Va.

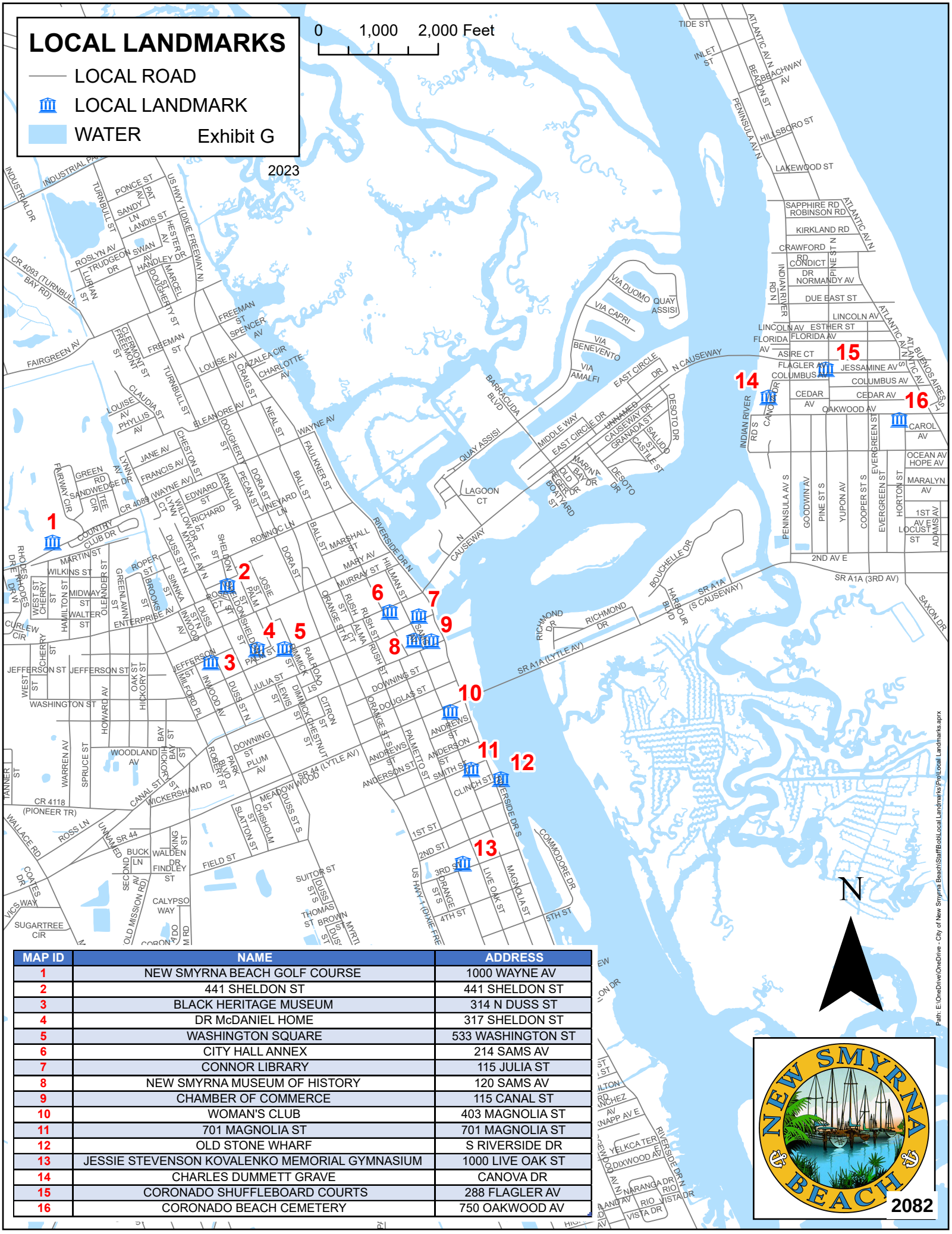
4

Exhibit E



Exhibit F





MAP ID	NAME	ADDRESS
1	NEW SMYRNA BEACH GOLF COURSE	1000 WAYNE AV
2	441 SHELDON ST	441 SHELDON ST
3	BLACK HERITAGE MUSEUM	314 N DUSS ST
4	DR McDANIEL HOME	317 SHELDON ST
5	WASHINGTON SQUARE	533 WASHINGTON ST
6	CITY HALL ANNEX	214 SAMS AV
7	CONNOR LIBRARY	115 JULIA ST
8	NEW SMYRNA MUSEUM OF HISTORY	120 SAMS AV
9	CHAMBER OF COMMERCE	115 CANAL ST
10	WOMAN'S CLUB	403 MAGNOLIA ST
11	701 MAGNOLIA ST	701 MAGNOLIA ST
12	OLD STONE WHARF	S RIVERSIDE DR
13	JESSIE STEVENSON KOVALENKO MEMORIAL GYMNASIUM	1000 LIVE OAK ST
14	CHARLES DUMMETT GRAVE	CANOVA DR
15	CORONADO SHUFFLEBOARD COURTS	288 FLAGLER AV
16	CORONADO BEACH CEMETERY	750 OAKWOOD AV

Path: E:\OneDrive\OneDrive - City of New Smyrna Beach\Staff\Bob\Local Landmarks\Pro\Local Landmarks.aprx

Exhibit H

LEGAL DESCRIPTION

Address:
South Riverside Drive, New Smyrna Beach, Florida 32168

Parcel Number
7441-38-07-0421

AltKey Number:
7082021

Metes and Bounds:
A parcel of land being part of the land lying between Front Street and the Indian River as shown on the plat of Andrews Subdivision, originally recorded in Plat Book 2 at Page 68 and refiled in Plat Book 17 at Page 79, located in Section 41, Township 17 South, Range 34 East, Volusia County, State of Florida.

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 34-26 Designating Clinch Street Railroad Spur as a Local Landmark

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. 34-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH DESIGNATING THE CLINCH STREET RAILROAD SPUR AS A HISTORIC LANDMARK IN THE CITY OF NEW SMYRNA BEACH; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach Historic Preservation Commission has submitted a recommendation to the City Commission that the Clinch Street Railroad Spur located east of South Riverside Drive be designated as a historic landmark in the City of New Smyrna Beach; and

WHEREAS, this historic riverfront property once had a railroad spur and marked the southern end of Old Kings Highway, as well as the route to the Old Stone Wharf; and

WHEREAS, this site marks the eastern terminus of a railway spur built around 1900 by Henry Flagler's Florida East Coast Railroad; and

WHEREAS, the site lies just south of the Turnbull Settlements wharf (circa 1770), the community's primary port, and the southern end of the Old Kings Road, the first roadway between New Smyrna Beach and St. Augustine; and

WHEREAS, City staff finds that this site is a significant reminder of the cultural or archeological heritage of the city, its location is a site of a significant local event, and its character is a geographically definable area possessing a significant concentration, or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to designate the Clinch Street Railroad Spur as a historic landmark in the City of New Smyrna Beach.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Findings.*** The City Commission hereby finds that the Clinch Street Railroad Spur meets the criteria for designation as a historic landmark in the City because it is a significant reminder of the cultural or archeological heritage of the city, its location is a site of a significant local event, and its character is a geographically definable area possessing a significant concen-

tration, or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development, as established in Section 50-7, City Code.

SECTION 2: ***Designation.*** In accordance with the New Smyrna Beach Code of Ordinances, Chapter 50, Historic Preservation, Section 50-7, Designation of Landmarks, Landmark Sites and Historic Districts, the City of New Smyrna Beach hereby designates the Clinch Street Railroad Spur as a historic landmark in the City of New Smyrna Beach, said landmark being more particularly described as shown in **Exhibit "A"**, attached.

SECTION 3: ***Public Hearing.*** That the public hearing considering the adoption of this ordinance shall be held at 5:30 p.m. on July 28, 2026, in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 4: ***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 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: ***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 7: ***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: 6/24/2026

Exhibit H

LEGAL DESCRIPTION

Address:
South Riverside Drive, New Smyrna Beach, Florida 32168

Parcel Number
7441-38-07-0421

AltKey Number:
7082021

Metes and Bounds:
A parcel of land being part of the land lying between Front Street and the Indian River as shown on the plat of Andrews Subdivision, originally recorded in Plat Book 2 at Page 68 and refiled in Plat Book 17 at Page 79, located in Section 41, Township 17 South, Range 34 East, Volusia County, State of Florida.

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

BOARD VACANCY NOTICE: AIRPORT ADVISORY BOARD

THE AIRPORT ADVISORY BOARD HAS TWO VACANCIES. ONE REGULAR MEMBER AND ONE ALTERNATE MEMBER.

July 14, 2026

Background:

The Airport Advisory Board has two vacancies. One regular member, due to the resignation of a sitting member and an alternate member.

The Airport Advisory Board is established pursuant to Resolution No. 32-77 and consists of five (5) members appointed by the City Commission, serving staggered three-year terms. Any vacancy occurring prior to the expiration of a term is filled by appointment of the City Commission for the remainder of the unexpired term.

Per Resolution No. 32-77, the Board is intended to include individuals with relevant expertise and community involvement to advise on matters related to the development, use, and operation of the municipal airport.

In evaluating applicants, the City Commission may consider the following criteria consistent with Resolution No. 32-77:

- Residency within the City of New Smyrna Beach
- Experience directly related to aviation (with a preference that at least three members possess such experience
- Background in business management (at least one member should possess demonstrated experience in this area)
- Active involvement in the local business community (minimum of three members)
- Ability to provide informed, objective advice on airport operations, development, and policy matters

- Willingness to attend regular and special meetings and actively participate in board activities

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Airport Advisory Board Roster July 2026.pdf
Chris Dembinsky - Airport Advisory Board Application.pdf
Donald Welch - Airport Advisory Board Application.pdf
John Sedlock - Airport Advisory Board Application.pdf
Robert Truglia - Airport Advisory Board Application.pdf
Resolution No. 32-77 Airport Advisory Board.pdf

City of New Smyrna Beach, FL

Airport Advisory Board Regular

Board Roster

James E. Dempsey

2nd Term Sep 10, 2023 - Sep 09, 2026

Email je.dempsey@yahoo.com
Home Phone Home: (912) 484-4173
Address
75 Cunningham Drive.
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Chair
Category experience directly related or involving aviation

David A Maib

1st Term Sep 10, 2023 - Sep 09, 2026

Email dmaib@mac.com
Home Phone Mobile: (612) 202-6309
Address
847 Evergreen St.
New Smyrna Beach, FL 32169

Appointing Authority City Commission
Position Regular Member
Category experience directly related or involving aviation

Rulon Starley

2nd Term Sep 10, 2024 - Sep 09, 2027

Email jimstarley49@gmail.com
Home Phone Mobile: (386) 689-9826
Alternate Phone Home: (386) 410-2450
Address
253 Minoca Beach Way, Apt 906
New Smryna Beach, FL 32169

Appointing Authority City Commission
Position Vice Chair
Category experience directly related or involving aviation

Celeste Deloache Lester

3rd Term Sep 10, 2024 - Sep 09, 2027

Email punkydoodlesaman@aol.com
Home Phone Home: (386) 426-8562
Alternate Phone Business: (386) 405-7868
Address
410 Quay Assisi
New Smyrna Beach, FL 32169

Appointing Authority City Commission
Position Regular Member

Vacancy

Position Regular Member

Category experience directly related or involving aviation

Vacancy

Position Alternate Member

Boards & Commissions Application

Profile

Chris
First Name

Dembinsky
Last Name

csd32129@hotmail.com
Email Address

700 Willard St.
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (386) 453-6800
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Airport Advisory Board Regular: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 3

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

15

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Spruce Creek

College(s)

UCF

Degrees held

Bachelor of Science in Business Administration, Management Information Systems

Upload a Resume

Work Experience

County of Volusia
Employer

Senior Ocean Rescue Lifeguard
Job Title

Please describe your work experience, if any.

28 years as a Volusia County lifeguard. Also work as an IT consultant and a remote pilot.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I'm a very competent individual who happens to live near the airport. I would be willing to help provide a very local perspective.

References

Name of Reference #1 (Please do not list current elected officials)

Bryon White

Address of Reference #1

2464 Lydia Way New Smyrna Beach, FL 32168

Telephone Number of Reference #1

3865663826

Email address of reference #1

Bryonwhite1@gmail.com

Nature of your relationship (business/personal).

Friend and past coworker

Name of Reference #2 (Please do not list current elected officials)

Ben Whetstine

Address of Reference #2

200 Castile St, New Smyrna, FL 32169

Telephone Number of Reference #2

3866895688

Email Address of Reference #2

benwhetine@hotmail.com

Nature of your relationship (business/personal).

Supervisor at work

Name of Reference #3 (Please do not list current elected officials)

Lee Tremel

Address of Reference #3

2404 Unity Tree Dr, Edgewater, FL 32141

Telephone Number of Reference #3

3864169437

Email address of Reference #3

jeeposaurus@gmail.com

Nature of your relationship (business/personal).

coworker and friend

Boards & Commissions Application

Profile

Donald
First Name

Welch
Last Name

dpwelch63@gmail.com
Email Address

1617 Turnbull Crossings Dr
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Mobile: (386) 931-8473
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Airport Advisory Board Regular: Submitted

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Unknown

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

14 months

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

( ) Yes (•) No

If yes, please provide amplifying information.

Educational Background

High School

Father Lopez High School

College(s)

Embry Riddle Aeronautical University

Degrees held

Aviation Business Management

Upload a Resume

Work Experience

Heartland, LLC
Employer

Chief Financial Officer
Job Title

Please describe your work experience, if any.

40+ years of experience in finance and accounting, beginning with CPA firm BMC here in New Smyrna. Moved into private accounting in 1993 and have advanced from a Controller of a small family owned business to CFO of Heartland, the 6th largest commercial landscape company in the country (~$650M in revenue).

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Approaching retirement and want to remain engaged and contribute to the City. Moved here from Port Orange in 2025.

References

Name of Reference #1 (Please do not list current elected officials)

Bill Dellecker

Address of Reference #1

798 Onyx Pkwy Deland, FL 32724

Telephone Number of Reference #1

386-931-7115

Email address of reference #1

wmdellecker@bellsouth.net

Nature of your relationship (business/personal).

Business

Name of Reference #2 (Please do not list current elected officials)

Alex Cato

Address of Reference #2

506 Armoyan Way New Smyrna Beach, FL 32168

Telephone Number of Reference #2

321-987-8164

Email Address of Reference #2

acatocrier@gmail.com

Nature of your relationship (business/personal).

Business

Name of Reference #3 (Please do not list current elected officials)

Todd Huffstickler

Address of Reference #3

38 Bryan Cave Rd South Daytona, FL 32119

Telephone Number of Reference #3

386-547-3388

Email address of Reference #3

todd@toddhuffstickler.com

Nature of your relationship (business/personal).

Personal

Boards & Commissions Application

Profile

John
First Name

Sedlock
Last Name

john_sedlock@sbcglobal.net
Email Address

552 Luna Bella Lane
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (816) 547-4512
Primary Phone

Mobile: (816) 547-4512
Alternate Phone

Which Boards would you like to apply for?

Airport Advisory Board Regular: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 4

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

2 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Manville HS

College(s)

Embry Riddle

Degrees held

BS MBA

John_Sedlock_One_page.docx
Upload a Resume

Work Experience

Veterans Administration
Employer

Director Enterprise Training Operations
Job Title

Please describe your work experience, if any.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

School Board Member and President in Liberty MO. Member of the Clay County regional airport advisory board.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Retired Navy Captain, Former Naval Aviator and Corporate Pilot with experience in airport operations.

References

Name of Reference #1 (Please do not list current elected officials)

Greg Young

Address of Reference #1

Indianapolis, IN

Telephone Number of Reference #1

(812) 343-2548

Email address of reference #1

gsyoung2@gmail.com

Nature of your relationship (business/personal).

Former Navy colleague.

Name of Reference #2 (Please do not list current elected officials)

Laura Scotty

Address of Reference #2

Currently living in Canada

Telephone Number of Reference #2

(619) 723-5952

Email Address of Reference #2

laura.m.scotty@gmail.com

Nature of your relationship (business/personal).

Former Navy colleague.

Name of Reference #3 (Please do not list current elected officials)

Chris Slayman

Address of Reference #3

Millington TN

Telephone Number of Reference #3

+1 (901) 826-9842

Email address of Reference #3

Nature of your relationship (business/personal).

Former Navy colleague.

JOHN SEDLOCK

552 Luna Bella Lane, New Smyrna Beach, Florida 32168

Day: 816-547-4512 ♦ Evening: 816-547-4512 ♦ john_sedlock@sbcglobal.net

PROFESSIONAL PROFILE

Solutions-focused and results-driven Human Capital Strategist and Program Leader with 30 years' experience delivering leadership and innovative guidance in workforce planning, recruitment and placement, and performance management. Skilled communicator and negotiator able to interact across all levels of an organization and achieve consensus among stakeholders. Former FA-18 Aviator and Corporate Pilot.

PROFESSIONAL EXPERIENCE

07/2023 - Present, DIRECTOR, GS-15, Enterprise Training Operations Division, Veterans Benefit Administration, Veterans Administration, Orlando, FL.

- **Drive transformational training efforts in the VBA workforce.**
- **Maintains and manages the VBA Training Infrastructure.**

11/2020 – 07/2023, CHIEF OF TALENT AND WORKFORCE, GS-15, Office of the Secretary of Defense (OSD), Pentagon, Arlington, VA

- **Drive transformation in the DoD workforce.**
- **Developed and coordinated the implementation of the DoD AI Education Strategy.**

Dual role as Commanding Officer of the Navy Personnel Command (NPC) Reserve Unit and Active-Duty Program Lead for the Navy's Performance Evaluation Transformation.

4/2018 – 11/2020, PERFORMANCE EVALUATION TRANSFORMATION COORDINATOR, U.S. Navy. Millington, TN

- **Headed strategy development for a performance management overhaul for 500,000 active and reserve military officers.**

10/2000 – 04/2018, **COMMANDING OFFICER**, CAPT/O6, U.S. Navy Reserve, Millington, TN
Served as Commanding Officer (CO) of 7 different Reserve units.

EDUCATION

Master's degree in business, Embry-Riddle Aeronautical University, Daytona Beach, FL
Bachelor's in aviation management, Embry-Riddle Aeronautical University Prescott, AZ

AWARDS AND RECOGNITION

Legion of Merit ♦ Bronze Star ♦ Meritorious Service Medal ♦ Performance Awards

Boards & Commissions Application

Profile

Robert
First Name

Truglia
Last Name

rtruglia@gmail.com
Email Address

2026 Caldwell Street
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Mobile: (321) 274-6243
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Airport Advisory Board Regular: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 1

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

2017

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

North Marion High School

College(s)

Embry-Riddle Aeronautical University and Colorado Technical University

Degrees held

AS, Aviation Maintenance Technology B.S., Aviation Technology Major Emphasis: Avionics Engineering with focus in Project Management MBA

Robert_Truglia_Resume_15_.pdf
Upload a Resume

Work Experience

Special Mission Managment
Employer

President
Job Title

Please describe your work experience, if any.

Consulting company for special mission aircraft modifications

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I have been in the aviation/aerospace sector for 30 years and I am looking to give back to the community in an area that I am familar with.

References

Name of Reference #1 (Please do not list current elected officials)

Jennifer Truglia

Address of Reference #1

2026 Caldwell Street

Telephone Number of Reference #1

3213545143

Email address of reference #1

jen.thompsonrentals@gmail.com

Nature of your relationship (business/personal).

Name of Reference #2 (Please do not list current elected officials)

Felicity Kowall

Address of Reference #2

2713 Juniper Drive Edgewater, FL

Telephone Number of Reference #2

4076199226

Email Address of Reference #2

Nature of your relationship (business/personal).

Name of Reference #3 (Please do not list current elected officials)

Carroll "Al" Thompson

Address of Reference #3

32 Richmond Drive New Smyrna Beach, FL

Telephone Number of Reference #3

4072575638

Email address of Reference #3

Nature of your relationship (business/personal).

ROBERT TRUGLIA, MBA, PMP

2026 Caldwell Street, New Smyrna Beach, Florida, 32168
(321) 274-6243 / rtruglia@gmail.com

CAREER SUMMARY

Over twenty years of broad based experience in the aerospace/defense industry, with major emphasis in program management, engineering, and business development. Qualifications include the training, development, experience, and skills to support and lead programs up to and in excess of $25M involving all aircraft types from single engine reciprocating engine aircraft to large jet aircraft avionics services for general aviation, military, and special mission aircraft which include new & retrofit applications, advanced testing & evaluation, expert repair expertise, and avionics systems integration. Solely maintained a full motion flight simulator for a partnering flight school to include delivery, placement, implementation, and maintenance. Possess advanced knowledge of FAA regulations. Expert in the preparation and negotiation of Firm Fixed Price (FFP) and Cost-Plus contracts. Proven experience with developing strategies and contingent planning while working with ITAR / EAR regulatory licenses and approvals.

PROGRAM MANAGEMENT

- Have prepared, analyzed and presented technical, project and proposal status reports to senior management and customers. Adept in risk assessment, Earned Value Management, management of concurrent projects, project resource management, and adherence to PMI protocols.
- Planned, tracked and monitored all project and proposal-related man-hours, costs and charges using internal financial tools; estimated times, costs and projected requirements for personnel and materials in order to bid on and plan for upcoming projects. Effectively communicate with all stakeholders through daily interface and coordination with internal and external project stakeholders, to include internal functional areas, technical customer and Contracting Officer's Representative (COR) to manage expectations and convey project status, successes, challenges and resolution of issues.
- Monitor program status and use technical knowledge to leverage vendors in an effort to increase profits.
- Mentored and trained junior Project Managers and Program Managers to increase the awareness of protocols and procedures to proper planning and risk analysis.

BUSINESS DEVELOPMENT

- Oversight of department-level business development, capture and proposal management efforts to include opportunity identification/vetting, gating of federal contracting opportunities and presenting opportunity reviews to senior management to receive bid and proposal (B&P) backing. Consistent high performer involving the direct sales of high end avionics special mission equipment.
- Yearly average of over $20M in revenue
- Lead capture management of several awarded Department of Defense contracts valued at over $26B.
- Designed and executed standards and processes within the department that have been adopted by other large companies.
- Built Basis of Estimates (BOE) to be within 5% of actuals.

AVIONICS ENGINEERING

- Advanced Skills with Integrated Components
- Testing & Feedback / Prototype Development
- Liaison with Manufacturers on Advanced Fault Diagnosis
- Analog & Digital Communication Systems
- Installing, Repairing & Troubleshooting LRUs
- Diagnoses/Fault Isolation of Subsystems

WORK HISTORY

Persistent Systems, New York, New York 11/2021-Present
Program Manager
Responsible for all manned aviation programs within the company.

Becker Avionics, Miramar, FL 03/2019-11/2021
Business Development Manager, Fixed Wing
Responsible to maintain customer relationships and increase company sales. I sell avionics equipment to civil and government entities to upgrade the aircraft in its fleet. Manage complex Supplemental Type Certificate (STC) projects for the advancement of clear communications.

MAG Aerospace, Titusville, FL 06/2018-01/2019
Manager, Business Development
MAG Aerospace acquired North American Surveillance Systems in June 2018. All roles and responsibilities remained unchanged.

NORTH AMERICAN SURVEILLANCE SYSTEMS, Titusville, FL 04/2015-06/2018
Director of Business Development
Responsible to perform the duties and actions of multiple roles within the organization. Transition seamlessly throughout the varying roles of Business Development to Capture Management, into Proposal Management and Program Management. All roles and responsibilities are achieved effortlessly and with great success to bring about awareness and furthering the business models that are set in place by executive management. The main focus of business is domestic and foreign governments that are looking to expand and advance their special mission aircraft with ISR, SIGINT, weapons, and countermeasure modifications. By leveraging strong Program Management skills and knowledge, I am able to develop the relationships and proposals in a manner that will mitigate future risks during the program.

TECHNETICS GROUP, DeLand, FL 08/2014-3/2015
Aerospace Program Manager
Responsible to design, develop, and implement a newly formed Program Management Office (PMO). Prior to joining, the company did not have formal Program Management. PMO was developed to be a scalable department that would be utilized across all companies included in the group to sustaining military, space, and commercial aerospace programs.
Managed all aspects of new and current order dynamic metal seals and burst disc/relief valve programs. Acted as a Subject Matter Expert (SME) for all FAA correspondence and some ITAR / EAR regulatory issues.

SOUTHEAST AEROSPACE, Melbourne, FL 06/2010-07/2014

Program Manager (04/11-07/14)
Responsible for the oversight of all aircraft modifications/installation projects assigned. Work as a communications liaison between the customers and the company. Work with foreign military, domestic military, special missions operators, and private companies specifying the custom modifications to be completed. Manage to stakeholder expectations to deliver projects within or under budget at the highest quality attainable, on (or ahead) of schedule completion dates. Designed, developed and deployed the Project Management Office (PMO) Infrastructure to standardize our project management approach and baseline client project documents and deliverables.

Aircraft Modification Sales Manager (06/10-04/11)
Responsible for quoting all aircraft modifications and installation kits for the entire department. Read schematics and engineered systems to prepare proposals accurately to account for all parts and labor being utilized in order to provide the largest profit margin achievable while providing the customer fair market pricing. Built strong customer loyalty and consistently high satisfaction ratings through delivery of quality, on time projects, with high attention to detail and communication with the customer from project start to completion. Kept current with all FAA mandates and requirements to acquire new customers and to ensure current customers are aware of possible safety of flight discrepancies. Interacted with foreign agencies and foreign customers effectively as to respect all I.T.A.R. restrictions.

SOUTHERN JET CENTER/SOUTHERN EXECUTIVE JET, Sanford, FL 08/2005-6/2010
Avionics Manager/Engineering/Program Manager

ORLANDO CESSNA CITATION SERVICE CENTER, Orlando, FL 04/2003-08/2005
Senior Avionics Technician/Engineering/System Integrator

PALM BEACH AVIONICS, West Palm Beach, FL 01/2003-04/2003
Avionics Technician/Engineering/System Integrator

CTI CORUS TECHNOLOGIES, INC., Daytona Beach, FL 08/2002-12/2002
Electronics Technician/QC Inspector/Engineering

AIRCRAFT SPECIALTIES, INC., New Smyrna Beach, FL 03/2001-08/2002
Senior Avionics Technician/Engineering/Systems Integrator

ELECTRONICS TECHNOLOGY, INC., Daytona Beach, FL 11/1998-07/2000
Avionics Instrument Panel Fabricator & Systems Integrator

U.S. NAVY 09/1994-09/1998
Aviation Electrician's Mate

EDUCATION / TRAINING / CERTIFICATIONS

COLORADO TECHNICAL UNIVERSITY, Colorado Springs, CO

MBA, Project Management, 3.95 GPA
January 2014 – May 2015

EMBRY RIDDLE AERONAUTICAL UNIVERSITY, Daytona Beach, FL

B.S., Aviation Technology
Major Emphasis: Avionics Engineering

A.S., Aviation Maintenance Technology

U.S. NAVY
Inertial Measurement Unit Test Set School
Aviation Electricians Mate School

FEDERAL AVIATION ADMINISTRATION
Airframe Certificate #2646164; Power Plant Certificate (pending testing)
Attended Factory Schools for the Cessna Citation (Models 650, 500 Series)

- Avionics/Electrical/Airframe

PROJECT MANAGEMENT INSTITUTE
Project Management Professional (PMP) #1493941

SECURITY CLEARANCE
Active DoD SECRET clearance

RESOLUTION NO. 32-77

A RESOLUTION ESTABLISHING AN AIRPORT ADVISORY BOARD FOR THE NEW SMYRNA BEACH MUNICIPAL AIRPORT; DESIGNATING THE SIZE, COMPOSITION AND TERMS FOR THE MEMBERSHIP OF THE BOARD; SETTING FORTH THE DUTIES AND RESPONSIBILITIES OF THE BOARD; SETTING FORTH MINIMUM MEETING REQUIREMENTS; REPEALING ALL RESOLUTIONS IN CONFLICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach owns and operates a Municipal Airport, and

WHEREAS, the administration of municipal airport matters is a responsibility of the City Manager and is carried out under the direction of an Airport Manager.

WHEREAS, it is appropriate that an advisory body be created consisting of individuals from the community to advise the City Commission and City Manager on policy matters relating to the development, use and operation of the airport facility.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

Section 1: There is hereby created an Airport Advisory Board for the City of New Smyrna Beach Municipal Airport consisting of five (5) members at least three (3) of whom possess experience directly related to or involving aviation. One member of the Board must possess proven experience in some area of business management. At least three (3) members must be active in the business community. All members must be residents of the City of New Smyrna Beach. The Chairman of the Industrial Board shall serve as a member, ex-officio, of the Board.

Section 2: The members of the Airport Advisory Board shall be appointed for a term of three (3) years. The terms shall be staggered. No individual shall serve more than two consecutive terms. All members shall serve without compensation. Any appointment made to replace a member who does not complete his term for any reason shall be for the unexpired term, said replaments to be made by the City Commission. Should a member move his place of residence outside the corporate limits of the City of New Smyrna Beach, he shall automatically be disqualified from futher service on the Airport Advisory Board. All members of the Board shall serve at the pleasure of the City Commission.

Section 3: The members of the Airport Advisory Board shall hold at least one meeting every three months and may hold such additional meetings as may be required by the work of the Board. The Board may be called into special session by the Chairman, by a majority of the members of the Board, or by the City Manager.

Section 4: All decisions of the Airport Advisory Board shall be by not less than three concurring votes. A quorum shall be three members throughout a meeting.

Section 5: The members of the Airport Advisory Board shall select a Chairman, a Vice-Chairman and a Secretary.

Section 6: Any member who fails to attend three (3) unexcused successive, regular or special meetings of the Board shall be automatically eliminated from the Board. The City Commission shall thereafter appoint a replacement without undue delay.

Section 7: It shall be the duty and responsibility of the Airport Advisory Board to advise and consult with the City Commission and City Manager on matters of policy concerning and relating to the development, use and operation of the Airport.

Section 8: All proceedings and meetings of the Airport Advisory Board shall be public and subject to Chapter 286, Florida Statutes, the Sunshine Law of the State of Florida.

Section 9: That all Resolutions or parts thereof that are directly in conflict with this Resolution be and the same are hereby repealed and rescinded.

Section 10: This Resolution shall take effect upon second reading and final passage of Ordinance No. 45-77.

The Within and Foregoing Resolution was introduced and read before the City Commission of The City of New Smyrna Beach, Florida at its Regular Meeting held at the City Hall in said City on the 25th day of October, 1977. It was moved by Commissioner Rhodes and seconded by Commissioner Cochran that said Resolution be adopted.

A roll-call vote of the Commission being had on said motion to adopt the Resolution resulted as follows:

~~MAYOR JOHN C. PLEDGER~~	
VICE-MAYOR LILLIAN A. BENT	Yes
COMMISSIONER MARLIN V. ROBERTS	Yes
COMMISSIONER CARL W. COCHRAN	Yes
COMMISSIONER HENRY A. RHODES	Yes

Whereupon, the Mayor of the City of New Smyrna Beach, Florida 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, all at the City Hall in the City of New Smyrna Beach, Florida, this 1st day of November, A.D., 1977, for the purpose of authenticity and as is required by law.

Lillian Bent
~~MAYOR~~ Vice Mayor
City of New Smyrna Beach, Florida

OFFICIAL SEAL

E. Irene Beckham
As City Clerk of the City of
New Smyrna Beach, Florida

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

BOARD VACANCY NOTICE: BUILDING TRADES EXAMINING BOARD

July 14, 2026

Background:

The Building Trades Examining Board serves as a vital regulatory body for the City of New Smyrna Beach, ensuring the integrity, professionalism, and technical competence of individuals working within the building trades. Established under Section 26-326 of the city code, the board is composed of experienced professionals from the construction and design industries, along with public representation, to provide balanced oversight. Its primary responsibilities include evaluating qualifications for registration, maintaining standards of character and competency, and recommending updates to city codes that impact the building industry. Through its structured organization and commitment to public service, the board plays a key role in safeguarding the quality and safety of construction practices throughout the city.

Findings:

Establishment & Composition

- The board is composed of seven regular members with expertise in technical codes (e.g., design professionals, contractors, building industry reps).
- Additionally, there are two alternate members:
  - One at-large member from the building industry.
  - One at-large member from the public.

Terms & Appointments

- Regular members serve three-year terms.
- Alternates serve one-year terms.
- Terms are staggered to ensure no more than one-third of the board is replaced annually.
- Members may serve no more than two consecutive terms, unless waived by a 4-vote majority of the city commission.
- All members must be county residents, with preference for city residents.

Organization & Operations

- The board selects a chairman and secretary annually.
- Four members constitute a quorum.
- Actions require a majority vote of those present (assuming quorum).
- Members serve without compensation.

Attendance & Qualifications

- Members must maintain qualifications; failure may result in suspension or removal.
- Missing three unexcused regular meetings results in automatic removal.
- The city commission holds authority to remove any member at any time.

Duties, Powers & Responsibilities

- Review and approve applicants for certificates of registration based on qualifications.
- Assess character and integrity of applicants and request necessary information.
- Recommend amendments to city codes and standards affecting the construction and building trades.

Fiscal Analysis:

None.

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Building Trades Board Roster July 2026.pdf

City of New Smyrna Beach, FL

Building Trades Examining Board

Board Roster

Francis T Dalton

2nd Term Jan 02, 2024 - Jan 01, 2027

Email ftdcad@gmail.com
Home Phone Home: (386) 689-6896
Address
1617 Martin Dairy Road
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Chair
Category At-large member of Building Industry, Commission waived Qualifications to advance to Regular Member

---

Heidi Hales-walker

2nd Term Jan 02, 2024 - Jan 01, 2027

Email heidilynn07@gmail.com
Home Phone Mobile: (386) 314-9886
Alternate Phone Business: (386) 888-3751
Address
723 Fairway Drive
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Vice Chair
Category At-large member of Public, Commission waived Qualifications to advance to Regular Member

---

Paul Heer

1st Term Jan 13, 2026 - Jan 12, 2027

Email paulheer@cfl.rr.com
Home Phone Mobile: (386) 690-4337
Alternate Phone Business: (386) 428-5494
Address
1021 S. Glencoe Road
New Smyrna Beach, FL 32168

Position Alternate Member
Category At-large from Building Industry

Robert John Werner

2nd Term Jan 02, 2025 - Jan 02, 2028

Email bob@coastalclaims.net
Home Phone Home: (386) 937-2806
Alternate Phone Business: (386) 314-0074
Address
1059 Turnbull Creek Road
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Regular Member
Category Contractor

Randolph Mckown

1st Term Oct 14, 2025 - Oct 13, 2028

Email randymc22@aol.com
Home Phone Mobile: (407) 342-4384
Address
498 Venetian Villa Drive
New Smyrna Beach, FL 32168

Position Regular Member

Nick Schulz

1st Term Oct 14, 2025 - Oct 13, 2028

Email nick@delmarcompanyinc.com
Home Phone Home: (386) 847-4530
Address
1016 Dillon Cr
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Regular Member

Mary Fikert

1st Term Oct 14, 2025 - Oct 13, 2028

Email mafikert@gmail.com
Home Phone Home: (407) 342-4384
Address
498 Venetian Villa Drive
New Smyrna Beach, FL 31268

Position Alternate Member
Category At-large from Public

James Stimson

1st Term Jan 14, 2026 - Jan 14, 2029

Email cwcwindows@cfl.rr.com
Home Phone Home: (386) 689-4577
Address
901 S Myrtle Ave
NEW SMYRNA BEACH, FL 32168

Category Building Industry Representative and Contractor

Vacancy

Appointing Authority City Commission
Position Regular Member
Category Contractor

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

BOARD VACANCY NOTICE: THE HOUSING AUTHORITY CURRENTLY HAS TWO (2) VACANCIES DUE TO REAPPOINTMENT.

July 14, 2026

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.

Both opening are due to reappointments. Regis Sloan has served two (4) terms and Wilda Bennett has served one (1) term.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Housing Authority Appointment - Statutes & Constitution _View Statutes _ Online Sunshine.pdf

Housing Authority Board Roster July 2026.pdf
Regis Sloan - Housing Authority Application.pdf
Wilda Bennet - Housing Authority Application.pdf

421.05 Appointment, qualifications, and tenure of commissioners; hiring of employees.—

(1) When the governing body of a city adopts a resolution as aforesaid, the mayor, with the approval of the governing body, shall promptly appoint no fewer than five persons, and no more than seven persons, as commissioners of the authority created for such city. Three of the commissioners who are first appointed shall be designated to serve for terms of 1, 2, and 3 years respectively; the remaining commissioners shall be designated to serve for terms of 4 years each, from the date of their appointment. Thereafter, each commissioner shall be appointed as aforesaid for a term of office of 4 years, except that a vacancy shall be filled for the unexpired term by an appointment by the mayor with the approval of the governing body within 60 days after such vacancy occurs. Each housing authority created pursuant to this chapter shall have at least one commissioner who shall be a resident who is current in rent in a housing project or a person of low or very low income who resides within the housing authority's jurisdiction and is receiving rent subsidy through a program administered by the authority or public housing agency that has jurisdiction for the same locality served by the housing authority, which commissioner shall be appointed at the time a vacancy exists. In the case of an authority which has no completed project, no tenant-commissioner shall be appointed until 10 percent of the units in the first project of the authority have been occupied. The cessation of a tenant-commissioner's tenancy in a housing project or the cessation of rent subsidy shall remove such tenant-commissioner from office, and another person meeting the qualifications required for the office shall be appointed for the unexpired portion of the term. After all reasonable efforts have been made and documented, if the commissioners find that no housing project resident or rent subsidy recipient is available to serve as a tenant-commissioner, the existing vacancy shall then be filled through the normal appointment procedures set forth in this subsection. However, such normal appointment shall not preclude the requirement to exercise diligence in all succeeding vacancies to attempt to first appoint a tenant-commissioner until at least one tenant-commissioner has been appointed. No commissioner of an authority may be an officer or employee of the city for which the authority is created. A commissioner shall hold office until a successor has been appointed and has qualified. A certificate of the appointment or reappointment of any commissioner shall be filed with the clerk, and such certificate shall be conclusive evidence of the due and proper appointment of such commissioner. A commissioner shall receive no compensation for his or her services but shall be entitled to the necessary expenses, including travel expenses, incurred in the discharge of his or her duties. The requirements of this subsection with respect to the number of commissioners of a housing authority apply without regard to the date on which the housing authority was created.

(2) The powers of each authority shall be vested in the commissioners thereof in office from time to time. A majority of the commissioners shall constitute a quorum of the authority for the purpose of conducting its business and exercising its powers and for all other purposes. Action may be taken by the authority upon a vote of a majority of the commissioners present, unless in any case the bylaws of the authority require a larger number. The mayor with the concurrence of the governing body shall designate the first chair from among the appointed commissioners, but when the office of the chair of the authority thereafter becomes vacant, the authority shall select a chair from among the commissioners. An authority shall also select from among the commissioners a vice chair, and it may employ a secretary, who shall be the executive director, technical experts, and such other officers, agents, and employees, permanent and temporary, as it may require and shall determine their qualifications, duties, and compensation. Accordingly, authorities are exempt from s. 215.425. An authority may call upon the chief law officer of the city or may employ its own counsel and legal staff for legal services. An authority may delegate to one or more of its agents or employees such powers or duties as it may deem proper.

(3) Notwithstanding the limitation contained in subsection (1) on the number of commissioners of a housing authority, any housing authority that has more than seven commissioners on March 28, 1991, may maintain the

same number of commissioners it had on March 28, 1991.

History.—s. 5, ch. 17981, 1937; CGL 1940 Supp. 7100(3-e); s. 1, ch. 59-413; s. 1, ch. 78-165; ss. 1, 2, ch. 80-357; s. 273, ch. 81-259; s. 1, ch. 84-250; s. 1, ch. 89-33; ss. 1, 2, ch. 91-6; s. 82, ch. 97-103; s. 14, ch. 2016-210.

City of New Smyrna Beach, FL

Housing Authority

Board Roster

Regis Anne Sloan

4th Term Sep 01, 2022 - Aug 31, 2026

Email regis_sloan@yahoo.com
Home Phone : (386) 846-7406
Alternate Phone : (386) 409-7496
Address
40 Lake Fairgreen Cirlce
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Vice Chair

Wilda Bennett

1st Term Aug 13, 2024 - Aug 31, 2026

Email suebennette42@gmail.com
Home Phone Mobile: (386) 402-5831
Address
911 OLEANDER ST APT #204
NEW SMYRNA BEACGH, FL 32168

Position Resident Commissioner

Nelson B Mcdonald

1st Term May 27, 2025 - May 28, 2029

Email nelson.mcdonald@gmail.com
Home Phone Mobile: (202) 615-5540
Address
1331 Saxon Dr #177
New Smyrna Beach, FL 32169

Position Commissioner

Michele Davis

2nd Term Sep 01, 2025 - Aug 31, 2029

Email micheledavissells@gmail.com
Home Phone Home: (321) 356-4546
Address
844 Evergreen Street
New Smyrna Beach, FL 32169

Appointing Authority City Commission
Position Commissioner

Judy Reiker

3rd Term Sep 01, 2025 - Aug 31, 2029

Email judy.reiker@outlook.com

Home Phone Mobile: (386) 689-5531

Address
464 Bouchelle Drive
304
New Smyrna Beach, FL 32169

Appointing Authority City Commission

Position Chair

Boards & Commissions Application

Profile

Regis Anne
First Name

Sloan
Last Name

regis_sloan@yahoo.com
Email Address

40 Lake Fairgreen Cirlce
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

(386) 846-7406
Primary Phone

(386) 409-7496
Alternate Phone

Which Boards would you like to apply for?

Housing Authority: Appointed

Are you registered to vote in the City of New Smyrna Beach?

○ Yes ○ No

What zone do you live in? *

☑ Zone 4

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ○ No

If yes, please provide amplifying information.

Educational Background

High School

College(s)

Degrees held

Upload a Resume

Work Experience

Employer

Job Title

Please describe your work experience, if any.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

Yes No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

Yes No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

Yes No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

References

Name of Reference #1 (Please do not list current elected officials)

Address of Reference #1

Telephone Number of Reference #1

Email address of reference #1

Nature of your relationship (business/personal).

Name of Reference #2 (Please do not list current elected officials)

Address of Reference #2

Telephone Number of Reference #2

Email Address of Reference #2

Nature of your relationship (business/personal).

Name of Reference #3 (Please do not list current elected officials)

Address of Reference #3

Telephone Number of Reference #3

Email address of Reference #3

Nature of your relationship (business/personal).

Boards & Commissions Application

Profile

Wilda
First Name

Bennett
Last Name

suebennette42@gmail.com
Email Address

911 OLEANDER ST APT #204
Home Address

Suite or Apt

NEW SMYRNA BEACGH
City

FL
State

32168
Postal Code

Mobile: (386) 402-5831
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Housing Authority: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 1

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

3 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

BRUNSWICK, ME

College(s)

Degrees held

LPN

Upload a Resume

Work Experience

RETIRED
Employer

RETIRED
Job Title

Please describe your work experience, if any.

LPN, HOME HEALTH CARE, HOSPICE

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

INTERESTED IN AFFORDABLE HOUSING, VOLUNTEERED IN OAK HILL POLICE DEPARTMENT

References

Name of Reference #1 (Please do not list current elected officials)

DAN CARSON

Address of Reference #1

EDGEWATER, FL

Telephone Number of Reference #1

605-408-3276

Email address of reference #1

Nature of your relationship (business/personal).

PERSONAL

Name of Reference #2 (Please do not list current elected officials)

Teresa Pope

Address of Reference #2

1101 S. DIXIE FREEWAY NEW SMYRNA BEACH, FL 32168

Telephone Number of Reference #2

3866897890

Email Address of Reference #2

tlpope@newsmyrnahousing.com

Nature of your relationship (business/personal).

The Housing Authority of the City of New Smyrna Beach

Name of Reference #3 (Please do not list current elected officials)

FAITH CONDON

Address of Reference #3

WATER ST. #16 BRUNSWICK, ME

Telephone Number of Reference #3

207-841-5703

Email address of Reference #3

Nature of your relationship (business/personal).

PERSONAL

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

SETTLEMENT PROPOSAL EMAJIN V. NEW SMYRNA BEACH

July 14, 2026

Background:

In 2024, the owner of property at 4393 and 4395 S. Sea Mist Drive in New Smyrna Beach demolished an existing single-family residence, subdivided the property into two lots, and removed 38 trees without first obtaining a tree-removal permit. The City opened code compliance cases for both lots and alleged violations of the City's tree-preservation regulations, LDR section 604.051. A code compliance hearing was held on May 28, 2025, after which the Special Magistrate entered orders requiring the planting of a minimum of 20 four-to-six-inch caliper trees on each lot and the submission of landscape plans demonstrating compliance with tree-mitigation requirements before any building permit or site plan could be approved. The orders further provided for donation of the 38 trees removed without a permit, with a stated valuation of $110,759.00.

The property owner appealed, arguing that the proceedings and resulting orders were unlawful.

Emajin appealed, arguing that the proceedings violated procedural due process because the Special Magistrate failed to remain a neutral decisionmaker, that the penalties imposed were excessive in light of what the Code would have permitted had a tree-removal permit been obtained in advance, and that the orders were ambiguous as to what was required for compliance on each individual lot. In particular, Emajin contended that, under the applicable LDR provisions, most of the trees could have been lawfully removed with a permit so long as the lots retained the minimum required tree coverage. Based on that premise, Emajin argued that the penalty improperly treated all 38 removed trees as subject to full mitigation and therefore constituted an excessive fine under the Eighth Amendment. In reviewing the arguments and consulting with insurance counsel, City staff recommends that the adopted tree fine amounts should be revised and that the City should look to resolve the outstanding matter.

The Settlement Agreement provides for a full resolution of the pending appeal litigation

arising from the code compliance case. In exchange for dismissal of the case with prejudice, Emajin agrees to pay $13,100 into the City's tree mitigation fund (allocated $6,550 per lot) and to implement approved landscaping plans. The agreement is expressly contingent upon City Commission approval, after which it becomes effective, and includes a broad mutual release of all claims related to the dispute while preserving obligations under the agreement itself.

Findings:

City staff recommends approval of the agreement.

Fiscal Analysis:

No negative fiscal impact to the City's budget.

Strategic Plan Item:

No

Staff Report Created By: Carrie Avallone - City Attorney

Attachments:

Settlement Agreement with Exhs34.pdf

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement (the "Agreement") is hereby entered into by and between **Emajin Operations LLC TR, S Sea Mist 4393 Land Trust 4-26-24**, on behalf of itself and its past and present members, managers, trustees, beneficiaries, officers, agents, representatives, successors, predecessors, affiliates, and assigns ("Emajin"), and the **City of New Smyrna Beach, Florida,** a Municipal Corporation, on behalf of itself, and its past and present elected officials, commissioners, council members, officers, employees, departments, boards, agencies, representatives, insurers, successors, and assigns ("NSB"). Hereinafter, Emajin and NSB may be referred to individually as a "Party," or collectively as the "Parties."

WHEREAS, the Parties are involved in a dispute currently pending before the Circuit Court, Seventh Judicial Circuit, in and for Volusia County, Florida, Case No. 2025-12202-CIDL, which is an appeal arising from two lower tribunal proceedings before the Special Magistrate, Jessica Gow, of Code Compliance for the City of New Smyrna Beach, Case Nos. CCSM-0016-2025 and CCSM-0715-2024, pertaining to the property located at 4395 S. Sea Mist Dr., New Smyrna Beach, Florida 32169, Parcel No.: 74260110010, owned by Emajin ("Lot 1") and 4393 S. Sea Mist Dr., New Smyrna Beach, Florida 32169, Parcel No.: 742601160020, also owned by Emajin ("Lot 2") (collectively the "Litigation"); and

WHEREAS, the Parties desire to fully and finally resolve all claims, disputes, and issues arising out of or related to the foregoing matters, without further litigation, expense, or delay;

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Payment.** Emajin agrees to pay NSB, into its tree mitigation fund, the gross amount of Thirteen Thousand One Hundred Dollars and 00/100 Cents ($13,100.00) (the "Settlement Payment"), allocated equally between Lot 1 and Lot 2 in the amount of Six Thousand Five Hundred Fifty Dollars and 00/100 Cents ($6,550.00) per lot, within ten (10) days after the effective date of this Agreement as set forth below.

2. **Dismissal.** Upon confirmation that the condition precedent set forth in paragraph 4 below has been satisfied, Emajin shall file a Notice of Voluntary Dismissal with Prejudice.

3. **Landscape Plans.** In further consideration of this Agreement, Emajin agrees to implement and complete the landscaping plans for Lot 1 and Lot 2, which NSB finds acceptable, copies of which are attached hereto as Exhibit A, or such alternative landscaping plans as may be mutually agreed upon by the Parties. Emajin also agrees to obtain the necessary permits for removal of additional trees, if any.

4. **Condition Precedent.** As a condition precedent to the obligations and requirements set forth in paragraphs 1-3 above, this Agreement shall be approved by the City Commission. The date upon which such approval is obtained shall constitute the Effective Date of this Agreement.

5. **Mutual Release.** Contingent upon the full performance of the obligations and requirements set forth in paragraph 1-4 above, each Party, on behalf of themselves and their respective, agents, legal representatives, trustees, beneficiaries, predecessors, successors, and assigns, hereby knowingly and voluntarily releases and forever discharges the other Party and its respective, agents, legal representatives, trustees, beneficiaries, predecessors, successors, and assigns, from any and all past, present and future losses, claims, demands, causes of action, interest, rights, judgments, damages, liens, expenses (including attorney's fees and costs), and liabilities of any kind, whether known or unknown, whether discovered or undiscovered, accrued or unaccrued, suspected or unsuspected, fixed or contingent, in law or in equity, which such Party ever had, now has, or may hereafter have against any other Party, whether arising out of or relating to the Litigation, including, without limitation, the Order Finding Violation and Imposing a Fine entered in Case No.: CCSM-0715-2024, the Order Finding Violation and Imposing a Fine entered in Case No.: CCSM-0016-2025, and any related orders or findings. Notwithstanding the foregoing, this paragraph 5 does not release any obligations created by or arising out of this Agreement, including any breach hereof, or

any claims that cannot be waived or released as a matter of applicable law. Each Party represents and warrants that it has not assigned or otherwise transferred any claim related herein and agrees to indemnify and hold harmless the other Party from any claim brought by any third party claiming by, through, or under such Party in violation of this representation.

6. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective, agents, legal representatives, trustees, beneficiaries, predecessors, successors, assigns.

7. **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, among the Parties with respect to such subject matter.

8. **Authority to Enter Agreement.** The Parties represent and warrant that they are authorized to enter into and that they have the authority to perform the terms of this Agreement, and that no Party has sold, assigned, transferred, conveyed, or otherwise disposed of all or any portion of the claims released in paragraph 5 above.

9. **Reliance.** Unless expressly provided herein, the Parties represent and warrant that in executing this Agreement, they do not rely upon and have not relied upon, any oral or written representation, promise, warranty, or understanding made by any of

the Parties or their representatives with regard to the subject matter, basis, or effect, of this Agreement.

10. **Additional Facts.** The Parties acknowledge and assume the risk that additional or different facts which they believe to exist may now exist or may be discovered after this Agreement has been entered into. The Parties agree that any such additional, different, or contrary facts shall in no way limit, waive, effect, or alter, this Agreement.

11. **Amendment and Waiver.** This Agreement may be amended, modified, or supplemented only by a written instrument executed by all the Parties. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall any waiver constitute a continuing waiver unless expressly provided in the written waiver.

12. **Severability**. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

13. **Survival.** The Parties agree that all provisions of this Agreement which by their nature are intended to survive the execution, delivery, and performance of this Agreement shall so survive, including, without limitation, any provisions relating to releases, indemnification, attorneys' fees and costs, non-disparagement, enforcement, and any obligations intended to be ongoing or that by their terms extend beyond the execution or performance of this Agreement. The provisions of this Agreement shall remain binding and enforceable notwithstanding the completion of the actions contemplated herein and shall inure to the benefit of and be binding upon the Parties as set forth further in paragraph 6 above.

14. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law provision or rule that would cause the application of the laws of any other jurisdiction. The courts of Volusia County, Florida, if in state court, and Orange County, Florida, if in federal court, shall have exclusive jurisdiction over the Parties with respect to any dispute or controversy between them arising under, relating to, or in connection with this Agreement, and the Parties consent to such jurisdiction in such courts and waive any objections to jurisdiction.

15. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall

constitute one and the same instrument. Facsimile, PDF, and other electronic signatures shall have the same force and effect as original signatures.

16. **Construction.** The headings and captions in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any provisions hereof. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified, (b) any reference herein to any person shall be construed to include such person's successors and assigns, (c) the words "herein," "hereof," and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, and (d) all references herein to paragraphs shall be construed to refer to paragraphs of this Agreement.

[INTENTIONALLY LEFT BLANK]

I HAVE READ AND UNDERSTAND THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE.

/s/

Greg Clarkson, on behalf of Emajin Operations LLC TR, S Sea Mist 4393 Land Trust 4-26-24,

Date: 6/23/26

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 23rd day of June, 2026, by Greg Clarkson, who is personally known to me or who has produced _____ as identification.

Diana Dell'Angelo

(Signature of Notary Public - State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public, Commission Number and Expiration Date of Commission

DIANA DELL'ANGELO
Notary Public - State of Florida
Commission # HH 395547
My Comm. Expires May 7, 2027

I HAVE READ AND UNDERSTAND THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE.

/s/ _____
_____, on behalf of City of New Smyrna Beach, Florida

Date: _____

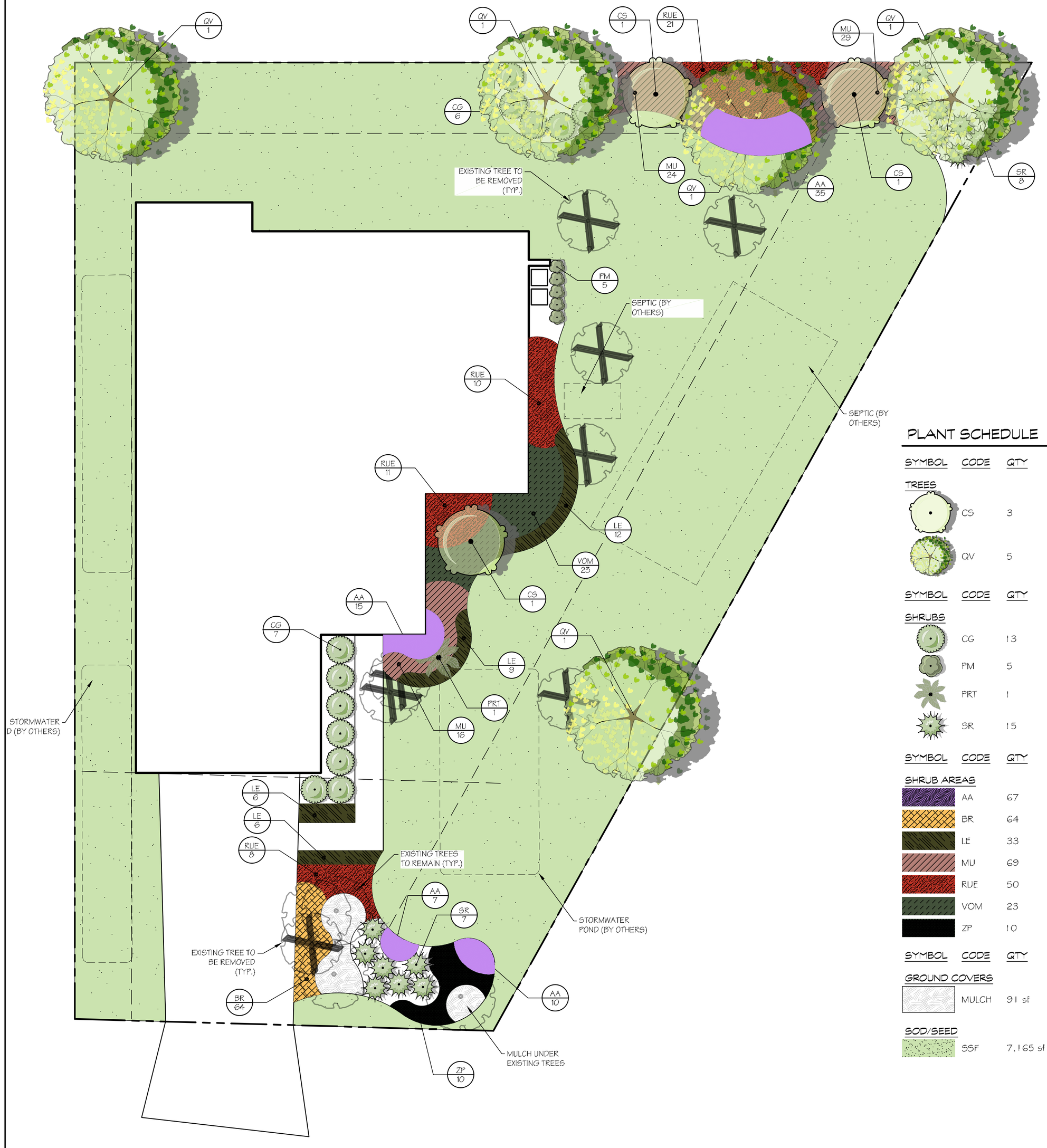
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, who is personally known to me or who has produced _____ as identification.

_____
(Signature of Notary Public - State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public, Commission Number and Expiration Date of Commission.)

EXHIBIT A



PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	REMARKS
TREES								
	CS	3	Conocarpus erectus f. sericeus	Silver Buttonwood	45 gal	2"	6`-8` HT	
	QV	5	Quercus virginiana	Southern Live Oak	65 gal or B#B RPG	4"	14`x6`	SINGLE STRAIGHT TRUNK, WELL DEVELOPED CANOPY

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	REMARKS
SHRUBS							
	CG	13	Clusia guttifera	Small Leaf Clusia	3 gal		
	PM	5	Podocarpus macrophyllus	Staked Yew Pine	3 gal	3` HT	4`
	PRT	1	Phoenix roebelenii	Pygmy Date Palm	25 gal		3`-4` HT.,TRIPLE TRUNK; FULL CROWN
	SR	15	Serenoa repens	Saw Palmetto	3 gal		

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACING	REMARKS
SHRUB AREAS								
	AA	67	Agapanthus africanus	Lily of the Nile	1 gal		18" o.c.	
	BR	64	Bromelia sp.	Bromeliad	1 gal@		12" o.c.	
	LE	33	Liriope muscari `Evergreen Giant`	Evergreen Giant Border Grass	1 gal@		24" o.c.	
	MU	69	Muhlenbergia capillaris	Pink Muhly	1 gal@		24" o.c.	
	RUE	50	Russelia equisetiformis	Firecracker Plant	3 gal@		30" o.c.	
	VOM	23	Viburnum obovatum `Mrs. Shillers Delight`	Mrs. Shillers Delight Viburnum	3 gal@		30" o.c.	
	ZP	10	Zamia pumila	Coontie	3 gal@		30" o.c.	

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	REMARKS
GROUND COVERS							
	MULCH	91 sf		Pine Bark Mini Nuggets	mulch		3" DEEP LAYER, 1` AROUND TREES. USE PINE BARK FINES FOR ASIATIC JASMINE BEDS
SOD/SEED							
	SSF	7,165 sf	Stenotaphrum secundatum	St. Augustine Sod	sod		FLORATAM, SOLID SOD

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steven@verlanderla.com 407-834-4104
www.verlanderla.com

STEVEN P. VERLANDER, PLA
License No. LA6667258

LANDSCAPE_PLAN

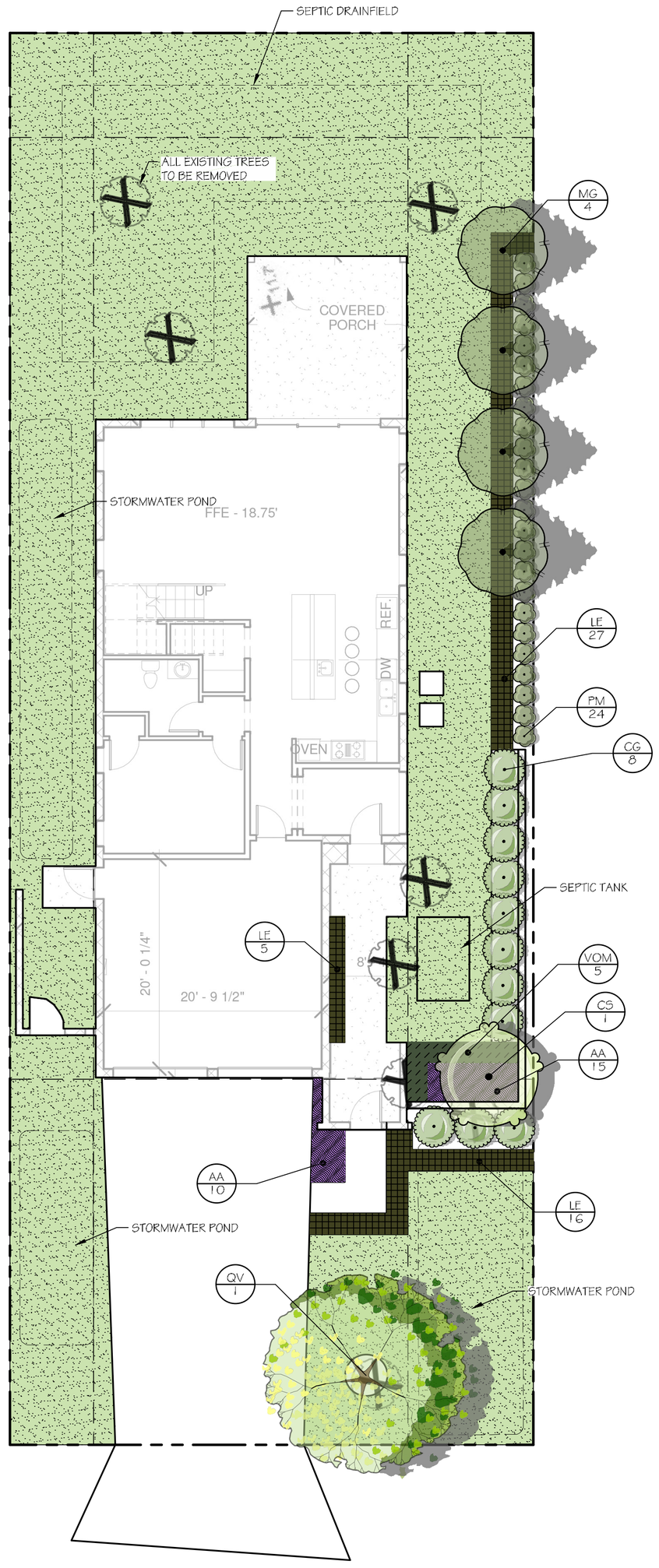
LOT 1 RESIDENCE
4395 SOUTH SEA MIST
NEW SMYRNA BEACH, FLORIDA

REVISIONS

DESCRIPTION	BY	DATE
XXXXX	SPV	XXX

0' 4' 8' 16'
SCALE: 1/8"=1'-0"

PROJ.: 2612
SCALE: 1/8"=1'-0"
DATE: 3/12/26
SHEET: L-300



PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	REMARKS
TREES								
	CS	1	Conocarpus erectus f. sericeus	Silver Buttonwood	45 gal	2"	6`-8` HT	
	MG	4	Magnolia grandiflora D.D. Blanchard	Southern Magnolia	65 gal or B&B RPG	4"Cal	12`-14`	WELL DEVELOPED PYRAMIDAL FORM, SPEC QUALITY
	QV	1	Quercus virginiana	Southern Live Oak	65 gal or B&B RPG	4"	14`xG`	SINGLE STRAIGHT TRUNK, WELL DEVELOPED CANOPY

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	MATRIX	REMARKS
SHRUBS								
	CG	11	Clusia guttifera	Small Leaf Clusia	3 gal			
	PM	24	Podocarpus macrophyllus	Staked Yew Pine	3 gal	3` HT		4`

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	CONT	SIZE	MATRIX	SPACING	REMARKS
SHRUB AREAS								
	AA	Agapanthus africanus	Lily of the Nile	1 gal			18" o.c.	
	LE	Liriope muscari `Emerald Goddesst`	Border Grass	1 gal@			24" o.c.	
	VOM	Viburnum obovatum `Mrs. Shillers Delight`	Mrs. Shillers Delight Viburnum	3 gal@			30" o.c.	

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SPACING	REMARKS
SOD/SEED					
	SSF	Stenotaphrum secundatum	St. Augustine Sod		FLORATAM, SOLID SOD

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STEVEN P. VERLANDER, PLA
License No. LA6667258

LANDSCAPE_PLAN

LOT 2 RESIDENCE
4393 SOUTH SEA MIST
NEW SYMRNA BEACH, FLORIDA

REVISIONS

DESCRIPTION	BY	DATE
XXXXX	SPV	XXX

0' 4' 8' 16'
SCALE: 1/8"=1'-0"

PROJ.: 2613
SCALE: 1/8"=1'-0"
DATE: 3-12-26
SHEET:
L-300