



CITY OF COOPER CITY
CITY COMMISSION REGULAR MEETING
Tuesday, August 10, 2021 at 6:30 PM
City Hall Auditorium | 9090 SW 50th Place

AGENDA

PLEDGE OF ALLEGIANCE

ROLL CALL

CHANGES TO AGENDA/EMERGENCY MATTERS

PROCLAMATIONS/PRESENTATIONS

PUBLIC SPEAKING

Open Public Meeting - Any individual may speak for a time period of up to four (4) minutes' duration regarding any matters which are pertinent to the City. Each Commission member shall have up to three (3) minutes to answer questions and concerns submitted to them by such individuals or may defer to the City Manager, as applicable. Any questions requiring additional research may be responded to subsequently (e.g. within 48 hours of the Commission Meeting). There will be a sixty-minute aggregate time limit for this item. If a person desires to speak on an item that is designated for a public hearing, their comments should be held until the public hearing.

Agenda Concerns - Presentations by members of the public will each be limited to four (4) minutes. Comments may address any issue on this agenda, provided that if a person wishes to speak on an item designated for public hearing, their comments should be held until the public hearing is opened by the Mayor. There will be a thirty-minute aggregate time limit for this item.

BOARD/ADMINISTRATIVE REPORTS

CONSENT AGENDA

Minutes

1. Regular commission meeting minutes of July 13, 2021

Motion to Approve

2. Motion to approve additional FDEM Grant dollars and approve time extension for wind impact resistant replacement windows and front doors at Fire Station #28 – **Public Works**
3. Motion to approve Broward County Water Conservation Program Interlocal Agreement - **Utilities**

REGULAR AGENDA

4. Motion to approve water treatment plant roof replacement - **Utilities**
5. Motion to approve purchase of trailer-mounted generator - **Utilities**
6. Motion to approve amended agreement with Kemp Group International Corporation for the continuation of crossing guard services – **Recreation**

7. Discussion on Section 25-102, Driveways and Sidewalks, Repair and Maintenance required – **Mayor Ross**
8. Discussion and possible action on sufficient backup for agenda items – **Commissioner Pulcini**

ORDINANCES ON SECOND READING (Public Hearing)

9. ORDINANCE NO. 21-21 (Commissioner Shrouder)

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES BY AMENDING CHAPTER 10, RENAMING CHAPTER 10 "NOISE AND VIBRATIONS;" AMENDING SECTION 10-2, ENTITLED "DEFINITIONS;" AMENDING SECTION 10-3, ENTITLED "EXCESSIVE NOISE PROHIBITED;" AMENDING SECTION 10-4, ENTITLED "MAXIMUM PERMISSIBLE SOUND LEVELS;" PROVIDING FOR ASSESSMENT OF SOUND LEVELS WITHOUT A SOUND LEVEL METER; AMENDING SECTION 10-9 ENTITLED "ENFORCEMENT RESPONSIBILITY;" PROVIDING FOR PROCEDURE OF ENFORCEMENT; DELETING SECTION 10-11 ENTITLED "PENALTY FOR VIOLATIONS;" PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

CITY MANAGER REPORT

10. Budget Transfer Notifications
11. Response on recycling issue from previous agenda

CITY ATTORNEY REPORT

POLICE CHIEF'S REPORT

FIRE CHIEF'S REPORT

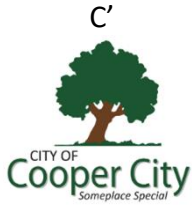
COMMISSIONERS' CONCERNS/REPORTS/ITEMS TO BE PLACED ON NEXT AGENDA

ADDITIONAL PUBLIC COMMENTS (2 MINUTES)

ADJOURNMENT

ADA NOTICE

This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 954-434-4300 ext. 220, not later than two days prior to such proceeding. One or more members of the City of Cooper City Advisory Boards may be in attendance and may participate at the meeting. Anyone wishing to appeal any decision made by the Cooper City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Agenda items may be viewed online at www.coopercityfl.org or at the Office of the City Clerk, City of Cooper City, 9090 SW 50 Place, Cooper City, Florida, 33328, 954-434-4300.



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Tuesday, July 13, 2021 at 6:30 PM
City Hall Auditorium | 9090 SW 50th Place

MINUTES

PLEDGE OF ALLEGIANCE

Mayor Ross opened the meeting at 6:30 PM and led the assembly in the Pledge of Allegiance.

ROLL CALL

Present were Commissioners Shrouder, Meltzer, Pulcini, Green and Mayor Ross.

CHANGES TO AGENDA/EMERGENCY MATTERS

There were no changes to the agenda.

PROCLAMATIONS/PRESENTATIONS

A Proclamation for Parks and Recreation Month was presented to Parks and Recreation staff.

PUBLIC SPEAKING

Open Public Meeting

Agenda Concerns -

Doug Fleming, 5202 SW 90 Terrace, spoke on recent changes to the code on parking of commercial vehicles and the lack of space in the storage lot.

Discussion ensued on the recently adopted ordinance and the storage lot.

David Fleming, 5180 SW 88 Terrace, spoke on the difficulties with parking commercial vehicles.

City Manager Napoli explained that we will revisit the ordinance and will look at the interpretations.

CONSENT AGENDA

Minutes

Public Input Budget Workshop meeting minutes of May 18, 2021

Commission Budget Input Workshop meeting minutes of May 25, 2021

MOTION: Commissioner Meltzer moved to approve the consent agenda. Commissioner Green seconded the motion which prevailed by a unanimous roll call vote (5-0).

REGULAR AGENDA

Motion to approve two purchase orders for the Sewer Lift Station #51 Rehabilitation - Utilities

MOTION: Commissioner Green moved to approve two purchase orders for the Sewer Lift Station #51 Rehabilitation. Commissioner Shrouder seconded the motion which prevailed by a unanimous roll call vote (5-0).

Motion to approve purchase order for Rehabilitation of Gravity Sewer Piping - Utilities

MOTION: Commissioner Green moved to approve purchase order for Rehabilitation of Gravity Sewer Piping. Commissioner Shrouder seconded the motion which prevailed by a unanimous roll call vote (5-0).

Discussion and possible action related to the current status of the City's Finance Department in an effort to ensure that the City Manager has the resources necessary to effectively and efficiently manage the City's finances and address other essential functions of the Finance Department in a timely manner - Commissioner Pulcini

CFO Bridgeman updated the commission on recruiting for vacant positions and a proposed new accountant position for Fiscal Year 2022.

Commissioner Pulcini asked about a control issue in Utility Billing.

Discussion ensued on an override that occurred in Utility Billing.

City Manager Napoli advised he is doing a thorough review of the process and procedures.

Commissioner Green asked CFO Bridgeman that once the Budget Analyst, Purchasing Agent and proposed Accountant are hired, would you be well staffed. Ms. Bridgeman answered yes.

City Manager Napoli advised if Cooper City were to have their own Police and Fire Departments, additional resources in Finance, Human Resources and Fleet would be needed.

Commissioner Shrouder recommended starting the process for the Accountant position.

The Commission agreed to start the process for the Accountant position.

Motion to approve the City Manager's recommendation of Kenneth C. Griffin for Public Works Director – Administration

Commissioner Green supports the recommendation.

Commissioner Pulcini advised it is irresponsible to approve a director prior to a possible reorganization.

Commissioner Shrouder explained that he also wants to look at reorganizing prior to hiring a director.

Mayor Ross appreciates what his colleagues are saying but when he met with Mr. Griffin, he spoke on a possible reorganization.

Commissioner Meltzer stated we might need to look at the reorganization before hiring a Public Works Director.

Commissioner Shrouder advised that the Public Works Department contain many positions concerning Parks.

City Manager Napoli explained that the idea of reorganization is premature. Parks are a part of facilities and a good Public Works Director understands facilities maintenance. He does believe we need to do an analysis with the assistance of the Public Works Director.

Commissioner Shrouder would like an assessment.

Commissioner Meltzer said the reorganization should have been addressed previously and placed on the agenda.

Commissioner Green spoke on the priorities of Recreation and Public Works separately.

Discussion ensued on the positions within Public Works that have park responsibilities.

City Manager Napoli explained the need for a Public Works Director.

Commissioner Shrouder wants a vision and a director that agrees to the vision. City Manager Napoli advised he spoke to Mr. Griffin about the cities priorities. Discussion ensued on the cities vision.

Commissioner Pulcini advised that the city needs a plan. Mayor Ross spoke on the strategic plan and opined that a Public Works Director will work on the plan and vision.

Commissioner Shrouder would like to wait to appoint a director.

City Manager Napoli advised that a leader is needed in the Public Works Department to advance the department. Discussion ensued on reconstruction of Public Works.

Commissioner Shrouder moved to defer the City Manager's recommendation of Kenneth C. Griffin for Public Works Director.

Commissioner Shrouder wants a vision for the department before a director is hired.

City Manager Napoli advise the department needs a director to relieve pressure from staff.

Commissioner Meltzer agrees we need a Public Works Director.

MOTION: Commissioner Shrouder moved to table the City Manager's recommendation of Kenneth C. Griffin for Public Works Director. Commissioner Pulcini seconded the motion which failed by the following roll call vote (3-2).

YES: Commissioners Shrouder and Pulcini.

NO: Commissioners Meltzer, Green and Mayor Ross.

MOTION: Commissioner Green moved to approve the City Manager's recommendation of Kenneth C. Griffin for Public Works Director. Commissioner Pulcini seconded the motion which prevailed by the following roll call vote (3-2).

NO: Commissioners Shrouder and Pulcini.

YES: Commissioners Meltzer, Green and Mayor Ross.

ORDINANCES ON FIRST READING**ORDINANCE NO. 21-20**

City Attorney Horowitz read “AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 2 OF THE CITY’S CODE OF ORDINANCES, ENTITLED “ADMINISTRATION,” AMENDING ARTICLE X ENTITLED, “COOPER CITY PROCURMENT CODE,” BY CREATING SECTION 2-269, TO BE ENTITLED “PUBLIC PRIVATE PARTNERSHIPS;” ESTABLISHING PROCEDURES FOR THE SUBMISSION AND CONSIDERATION OF UNSOLICITED PROPOSALS IN ACCORDANCE WITH SECTION 255.065, F.S.; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS; PROVIDING FOR AN APPLICATION FEE; ESTABLISHING EVALUATION CRITERIA; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE” by title.

Commissioner Green asked for a summary of the effects of the Ordinance.

MOTION: Commissioner Pulcini moved to approve Ordinance 21-20. Commissioner Green seconded the motion which prevailed by a unanimous roll call vote (5-0).

Mayor Ross thanked Community Development Director Carlos Vega for bringing forth the Ordinance.

CITY MANAGER REPORT**Budget Transfer Notifications**

City Manager Napoli advised of the budget transfers for emergency’s in Utilities. He also advised of a high traffic deputy during peak times. He also spoke on the ARPA monies, as we do not have a definite time on when we will receive the money but we have been told it may in near August or September and the amount is approximately \$14 to \$17 million. He also advised of a positive COVID-10 case in the Recreation Department.

CITY ATTORNEY REPORT

City Attorney Horowitz advised of a brief overview of an update to Senate Bill 400 concerning public records.

POLICE CHIEF’S REPORT

Chief De Giovanni advised the summer school schedule is still in affect until July 29, 2021 and reminded residents to adhere to school zones. The Commercial Plaza initiative is moving forward, 45 locations are in compliance, 21 notices of violation were written, and eight more plaza are scheduled for the Special Magistrate Hearing. A code enforcement sweep of the City will start the week in July to gain compliance. His staff has been working closely with the City on the next step of the beautification phase of the thoroughfares. The Shred-a-Thon event was a huge success with 410 participating in the event. There is currently one vacancy.

Commissioner Shrouder asked if BSO received the reimbursement for the SRO’s from the school board.

City Manager Napoli will look into the matter.

Commissioner Shrouder wants to discuss compliance with the Charter schools before the new school year. He also spoke on an incident in which he contacted BSO concerning an accident and his call was routed downtown. Captain De Giovanni will meet with Commissioner Shrouder to discuss the issue in more detail.

FIRE CHIEF'S REPORT

Chief Bishop advised he held a police and fire presentation for the summer camp children. He thanked the City for the Fourth of July luncheon. Hydrant maintenance is ongoing with reflector replacement. He also advised the platform apparatus is back in service.

COMMISSIONERS' CONCERNS/REPORTS/ITEMS TO BE PLACED ON NEXT AGENDA

Commissioner Green thanked BSO for Shred-a-thon and thanked Recreation Coordinator Joshua Rhodes for helping a resident. He also acknowledged Adam Hartman and Dillon Zaka who will be in Thailand, representing the USA, in the sport of Volleyball.

Commissioner Pulcini would like to add an item to the upcoming agenda to change the RFP formula.

Commissioner Shrouder advised he added the procurement scoring formula to the next meeting.

Commissioner Pulcini thanked everyone for a great evening.

Commissioner Meltzer thanked everyone for the Eat to the Beat event; he would also like to look into a Fourth of July gathering with fireworks. Commissioner Meltzer gave an update on the business initiative he has been participating in with Community Development Director Carlos Vega, the feedback has been tremendous and they are hopeful for a business expo. He also thanked Carlos Vega for his work that the residents have recognized. He also spoke on building a database for the business community.

Commissioner Shrouder spoke on tree removal in Flamingo Townhomes and adhering to the laws. He also spoke on improving dugouts that have drainage issues. He would like to add the reorganization of Public Works to a future agenda after the new Public Works Director reviews the department. He also asked for consensus to add a form to the City website for replacement garbage cans that flow directly to Waste Management. He spoke on homes in Davie that the city provides water service to that are behind in the water bills. He would like to have a threshold and look at past due bills. He would like have a biometrics system for ADP clock-in and clock-out of employees. He also advised there is someone impersonating an elected official and he would like a cease and desist served and to look into any police action. City Attorney Horowitz is working on the matter.

Mayor Ross thanked CERT, COP, Recreation, Public Works and all that contributed to Eat to the Beat. He thanked Community Development Director Carlos Vega for bringing forth the Ordinance on tonight's agenda. Mayor Ross asked when senior activities start again. City Manager Napoli advised the senior program has started again.

Commissioner Shrouder also thanked Growth Management Director Carlos Vega.

ADDITIONAL PUBLIC COMMENTS (2 MINUTES)

David Wilson, Business Advisory Board member asked why we have a staggered election session for commissioners to run for Mayor and asked the commission to discuss the item.

Commissioner Meltzer advised Business Advisory Board members have also joined him for the business initiative and he thanked them for their work.

ADJOURNMENT

The meeting adjourned at 8:57 PM.

WEBVTT

1

00:00:03.929 --> 00:00:17.010

Cooper City Hall: Good morning, ladies Good afternoon, ladies and gentlemen, good evening, ladies and gentlemen, welcome to Tuesday July 13 632 the Cooper city Commission meeting if you'd all please join me in the pledge of allegiance.

2

00:00:19.710 --> 00:00:32.340

Cooper City Hall: I pledge allegiance to the flag of the United States of America and to the Republic for which it stands one nation under God indivisible with liberty and justice for all thank you ever call place.

3

00:00:34.410 --> 00:00:41.070

Cooper City Hall: isna shouter your mission your mission will change their green beer there i'm still here.

4

00:00:43.140 --> 00:00:46.650

Cooper City Hall: Do we have any changes to the agenda or any emergency matters.

5

00:00:48.030 --> 00:00:55.770

Cooper City Hall: No, Mr Mayor Thank you then i'll ask the Commission to please join me down at the podium for the presentation of the proclamation.

6

00:00:57.180 --> 00:01:01.080

Cooper City Hall: To the recreation department, but i'm not sure that they here yet.

7

00:01:02.850 --> 00:01:04.230

Cooper City Hall: it's just accepting on.

8

00:01:06.000 --> 00:01:08.280

Cooper City Hall: over here okay going down.

9

00:02:10.560 --> 00:02:19.440

Cooper City Hall: Alright we've got a proclamation given from the city commission to the parks and recreation department and it reads as follows.

10

00:02:19.890 --> 00:02:27.360

Cooper City Hall: Whereas parks and recreation programs are an integral part of communities throughout this country, including the city of Cooper city.

11

00:02:27.870 --> 00:02:40.500

Cooper City Hall: Whereas Cooper city is home to 22 parks and three sports complexes totaling over 100 acres inspire residents with scenic beauty and provide countless recreational opportunities for residents.

12

00:02:41.460 --> 00:02:54.240

Cooper City Hall: And, whereas parks and recreation programs are vitally important to establishing and maintaining the quality of life in our Community, ensuring the health of all citizens and contributing to the economic and environmental well being of the Community.

13

00:02:54.810 --> 00:03:04.470

Cooper City Hall: And, whereas recreational participation contributes to family unity strengthens volunteerism and Community development creates Community pride and vitality.

14

00:03:04.740 --> 00:03:08.580

Cooper City Hall: and promote sensitivity and understanding of cultural diversity.

15

00:03:08.940 --> 00:03:21.120

Cooper City Hall: And, whereas the city of Cooper city recognizes the vital contributions of the dedicated employees and volunteers who ensure that our parks and recreation facilities are clean, safe accessible places for all citizens to enjoy.

16

00:03:21.720 --> 00:03:30.150

Cooper City Hall: Now, therefore, I Greg Ross Marin city city or county Florida do hereby proclaim July 2021 is parks and recreation month and Cooper city.

17

00:03:30.450 --> 00:03:37.320

Cooper City Hall: and encourage everyone to enjoy the facilities parks and activities provided by the city during the month of July and throughout the year.

18

00:03:37.650 --> 00:03:49.980

Cooper City Hall: Witness where by appearing to set my hand and cause a great sealed city city for our county state of Florida to be fixed this 13th of July 2021 presented to you on behalf of the city Commission.

19

00:03:51.720 --> 00:03:53.340

Cooper City Hall: Please give us a 30 minutes.

20

00:03:55.980 --> 00:04:07.950

Cooper City Hall: on behalf of the recreation department of public works and parks department, I just want to say thank you to the Commission and to the resonance of Cooper city for always coming out and supporting our programs and keeping our parks beautiful Thank you guys.

21

00:05:02.250 --> 00:05:02.760

house.

22

00:05:10.170 --> 00:05:12.420

Cooper City Hall: Okay, we have.

23

00:05:13.710 --> 00:05:21.690

Cooper City Hall: Public speaking open public meeting we've got two speakers whichever one wants to start first day Fleming or Doug Fleming who's older.

24

00:05:36.840 --> 00:05:39.720

Cooper City Hall: Because it's not on can you press that middle button.

25

00:05:41.160 --> 00:05:49.920

Cooper City Hall: They pass time on the sign first marsha marsha, would you please Thank you on the side of it, you have to turn it on and it actually was on I think I just pushed the button off.

26

00:05:59.010 --> 00:05:59.700

Cooper City Hall: There you go you got it.

27

00:06:04.320 --> 00:06:04.680

Okay.

28

00:06:06.420 --> 00:06:11.280

Cooper City Hall: hi my name is Doug Fleming either 52 or two Southwest 90 a terrorist and Cooper city.

29

00:06:13.620 --> 00:06:19.470

Cooper City Hall: i'm here before you to talk about the recent changes to the code of the parking of commercial vehicles.

30

00:06:20.220 --> 00:06:35.070

Cooper City Hall: On June 22 the city of Cooper city government posted on Facebook that commercial vehicles must not exceed 10 feet in height and must be parked behind a six foot privacy fence and cannot be visible from the street.

31

00:06:36.210 --> 00:06:54.270

Cooper City Hall: This code is nearly impossible for the majority of the commercial vehicles to comply, even with a standard van or pickup truck one major problem is that there is no public storage available here in Cooper city all the spaces are taken with a very long wait on availability.

32

00:06:55.290 --> 00:07:09.360

Cooper City Hall: When these plumbers AC mechanics electricians elevator mechanics pest control, as well as other trades get hired and given their vehicles, it is their responsibility to provide their own parking.

33

00:07:09.990 --> 00:07:20.340

Cooper City Hall: In a majority of these cases, they do not have no choice but the park them on their property, we are not talking about a recreational item here, this is their livelihood.

34

00:07:20.880 --> 00:07:31.590

Cooper City Hall: In a lot of cases, the main income for survival, I am pretty sure much everyone has used all of these trades, at one time or another to keep their homes and proper working order.

35

00:07:32.040 --> 00:07:38.880

Cooper City Hall: This kind of seems the message for these trades is we love to use your service, but please don't live in Cooper city.

36

00:07:40.380 --> 00:07:49.830

Cooper City Hall: I can understand a gated communities sections with Homeowners management's should not be allowed, because you generally have higher property values and that's why they moved.

37

00:07:50.280 --> 00:07:59.340

Cooper City Hall: They are not to see commercial vehicles, to begin with outside those areas, I do believe there's has to be a more reasonable approach for these trade vehicles.

38

00:07:59.970 --> 00:08:06.330

Cooper City Hall: I know it's the lettering is the main issue and if a property owner is not able to park it behind it privacy fence.

39

00:08:06.900 --> 00:08:18.630

Cooper City Hall: Then white out magnets to cover the lettering I believe should be allowed, I also believe the vehicles must be kept in reasonable condition, just like any vehicle, so we can keep Cooper city someplace special.

40

00:08:20.100 --> 00:08:30.540

Cooper City Hall: I think it should be looked at on that possibility of creating another lot for only commercial vehicles and let the occupants pay the monthly fee to maintain.

41

00:08:31.080 --> 00:08:39.540

Cooper City Hall: To maintain it, I really hope that there is some modification to this code, so the trades that serve this community can live in this Community.

42

00:08:41.730 --> 00:08:55.890

Cooper City Hall: And that's basically it, I hope you guys can look at this and make some type of reasonable changes to allow the people that own commercial vehicles, you know something reasonable to be able to park their vehicles on a property.

43

00:08:57.180 --> 00:09:08.580

Cooper City Hall: you're basically driving a lot of people to an on a no win situation on what they do their their jobs depend on them parking them they're.

44

00:09:09.000 --> 00:09:18.600

Cooper City Hall: In there is no options here and Cooper city these these lots or fall and there's wait times, sometimes I believe a couple of years to get a spot at the hour.

45

00:09:19.650 --> 00:09:30.300

Cooper City Hall: Might might be a little misleading because you can Park, you can cover with magnets white magnets that's a solution, yes, you can do that.

46

00:09:32.220 --> 00:09:39.540

Cooper City Hall: So I think we'll let Jacob correct this I think there's two things that could make a vehicle commercial one, it could be lettering.

47

00:09:40.200 --> 00:09:46.110

Cooper City Hall: And so, she could have a Honda civic with commercial lettering and you could just put a magnet on that to comply.

48

00:09:46.770 --> 00:09:52.920

Cooper City Hall: or the second one could be like the type of vehicle, so you had a dump truck right and and that dump truck you you couldn't.

49

00:09:53.700 --> 00:10:03.510

Cooper City Hall: park it there, regardless of lettering because you would have to park somewhere where the dump trucks not visible right away right, and so I think there might be.

50

00:10:04.410 --> 00:10:19.950

Cooper City Hall: We might need to do some clarification on that I believe we've changed it also for the registration if the vehicle is registered commercial then, then you know, covering will suffice if it's registered.

51

00:10:20.850 --> 00:10:30.690

Cooper City Hall: Commercial yeah, but you can register different is two different audiences one if it's you can cover it but as to be registered private.

52

00:10:31.140 --> 00:10:45.570

Cooper City Hall: The other one the other ordinance if it's registered commercial you cannot park it, no matter what I don't remember that we have you got to look at it, you got to look at it, you can look at the ordinances it's two separate audiences ceremony pine.

53

00:10:46.740 --> 00:10:47.160

Cooper City Hall: on that.

54

00:10:48.900 --> 00:10:57.120

Cooper City Hall: We agree that any clarification that's why we had the workshop because it's kind of confusing about several ordinances that that apply in this case.

55

00:10:57.690 --> 00:11:06.480

Cooper City Hall: The, if I may, the ordinance that was recently adopted provides the commercial vehicles or any types of trailers, which do not exceed 10 feet and total height.

56

00:11:07.050 --> 00:11:17.970

Cooper City Hall: and which are parked in an area behind a privacy fence with the Sigma the height of 16 are permitted, so long as no portion of the vehicle or trailer parks are stored pursuant to sub section shall exceed 10 feet.

57

00:11:18.450 --> 00:11:22.710

Cooper City Hall: Or have any lettering were signage visible or be visible from the public right away.

58

00:11:23.400 --> 00:11:29.520

Cooper City Hall: So that's essentially the restriction at this Commission adopted with it, most recently amended the ordinance that affects behind the game.

59

00:11:30.420 --> 00:11:41.940

Cooper City Hall: That affects storage on private property, but what if I want to park my Honda civic that says Ryan attorney on the side of it in my driveway with a magnet right if the if the lettering is not visible.

60

00:11:44.670 --> 00:11:55.830

Cooper City Hall: So they a white veil so so hold on concerning Mr Fleming, can he park his commercial vehicle well if he covers it to identify what it is a hickey park is white van.

61

00:11:56.760 --> 00:12:05.250

Cooper City Hall: With nothing with let if he covers is lettering in his driveway i'm not aware of anything that would prevent a white van for being parked in the driveway okay.

62

00:12:08.160 --> 00:12:17.220

Cooper City Hall: i'm mainly not really Speaking for myself, to be honest with you i'm one of the fortunate few that has some room between my property I do park my band behind a wood fence six foot.

63

00:12:17.580 --> 00:12:25.530

Cooper City Hall: The only thing you can see, on my van is basically some of the ladders on the top, you can barely see hardly anything at all i'm more concerned about.

64

00:12:26.250 --> 00:12:38.700

Cooper City Hall: People in the trades generally here and Cooper sitting, because I know how I would feel that if I had my vehicle in my yard and i'm being cited or ticketed on a continuous basis.

65

00:12:39.180 --> 00:12:50.910

Cooper City Hall: What would I be faced with, I have no choice, this is my business, this is, I mean I got my own visit, but just say I work for somebody else they still don't have no choice there parking their vehicle their that's their livelihood.

66

00:12:51.390 --> 00:12:58.920

Cooper City Hall: You know I understand if it's an eyesore the Van is falling apart, it looks horrendous yes that's one issue, but if there.

67

00:12:59.520 --> 00:13:09.930

Cooper City Hall: has to be some type of a reasonable attempt that if a person can cover the covered up with magnets to the lettering I know a lot of people are offended by the lettering.

68

00:13:10.290 --> 00:13:19.980

Cooper City Hall: You know, so if that's the main offense if there's a way for them to cover it up and it's a reasonable looking vehicle, then I think it should be allowed, and that is.

69

00:13:20.460 --> 00:13:25.590

Cooper City Hall: The only thing we really changed is if you're behind the fence.

70

00:13:26.160 --> 00:13:37.980

Cooper City Hall: You now your commercial vehicle can't be visible, so you can't have a dump truck that's 25 feet tall behind a six foot fence, it would either have to.

71

00:13:38.340 --> 00:13:48.630

Cooper City Hall: Have a you know limit at the six foot or whatever the size of your foot your fences or put you know Rica, or you know or something you know yeah, but if you have it.

72

00:13:50.340 --> 00:13:57.300

Cooper City Hall: If you have it, you know, like there's one some vehicles are commercial by the look like a dump truck we know is going to run you know.

73

00:13:57.570 --> 00:14:04.410

Cooper City Hall: And then you have other ones where it's just commercial because the lettering if you have a vehicle that's commercial just because of the lettering that can be parked with magnets.

74

00:14:04.680 --> 00:14:19.230

Cooper City Hall: OK, so those trades would have that ability, just to put a magnet on the side of their vehicle, so long as the vehicle itself wasn't a bulldozer you, Mr flooding brings up another point, Joe what's the waiting list currently to get into our commercial lots.

75

00:14:20.850 --> 00:14:25.590

Cooper City Hall: I don't have the exact number of Commissioner but it's it's a long way.

76

00:14:26.670 --> 00:14:27.030

Cooper City Hall: And it.

77

00:14:28.530 --> 00:14:34.860

Cooper City Hall: generally takes a couple of years to get on there and i've been saying this for three years if we're going to have an ordinance in place that's not.

78

00:14:36.420 --> 00:14:37.200

Cooper City Hall: easily.

79

00:14:38.640 --> 00:14:45.150

Cooper City Hall: That that's not easy for the resident to remedy in order to comply, and we have to take a look at the ordinance because it's just not it's not right.

80

00:14:46.590 --> 00:14:52.350

Cooper City Hall: it's just what was posted same then for you guys are saying is a little bit deceiving because what was posted on by the.

81

00:14:52.860 --> 00:14:59.040

Cooper City Hall: Cooper city government on Facebook specifically said commercial vehicles must not exceed 10 feet in height.

82

00:14:59.490 --> 00:15:04.860

Cooper City Hall: and must be parked behind a six foot privacy fence and cannot be visible from the street.

83

00:15:05.340 --> 00:15:19.020

Cooper City Hall: I guess the lettering cannot be visible from country well it didn't say that it just said no, I get it basically get hold and it says, it must be parked behind a privacy fence and it doesn't have to be that's that one side only.

84

00:15:20.280 --> 00:15:23.730

Cooper City Hall: The message needs to be delivered better yeah yeah right.

85

00:15:24.600 --> 00:15:33.480

Cooper City Hall: Because if there's no fence in the parking there, Dr question is what makes it commercial so question was that the code does define commercial vehicles.

86

00:15:33.690 --> 00:15:42.270

Cooper City Hall: It does it does cross reference the Department of motor vehicles tax classifications to specifically clarify what falls in that definition, but it includes.

87

00:15:42.570 --> 00:15:51.060

Cooper City Hall: Any vehicle on which is displayed painted or affect any sign or marking, which identifies your advertisers any business that'd be the lettering that you're referring to.

88

00:15:52.230 --> 00:16:01.170

Cooper City Hall: Every vehicle designed user maintain primarily for transportation of property, including commercial transit commercial bands pickup trucks tractor trailers, etc.

89

00:16:01.770 --> 00:16:09.390

Cooper City Hall: As well as other commonly known commercial vehicles, like step fans tractor trailer semi trailers what you typically refer to the dump trucks you're referring to ambulances.

90

00:16:10.470 --> 00:16:13.350

Cooper City Hall: So there is a definition, because I think we need to.

91

00:16:14.460 --> 00:16:20.580

Cooper City Hall: speak with code and evaluate how these are coming up because Dave Fleming show me the picture of.

92

00:16:21.480 --> 00:16:31.410

Cooper City Hall: What he got cited for and, in my opinion, you wouldn't see that, from the right away, unless you went up and, and so I think we as we roll these things out.

93

00:16:31.920 --> 00:16:41.100

Cooper City Hall: We have to look at and make sure we fix you know debug any any of the things that because that's not the that's not the intent.

94

00:16:41.490 --> 00:16:49.920

Cooper City Hall: To turn okay yeah so that's good news, yes, on the front of the House, nothing changed from our code right we didn't know what was allowed to be parked out front, we didn't change anything.

95

00:16:51.180 --> 00:16:59.310

Cooper City Hall: that's great commercial vehicles are still driveway that's great yeah we never we only thing we changed was behind the fence everything had to be.

96

00:17:00.030 --> 00:17:17.640

Cooper City Hall: not visible and and you know you're saying, at least in my opinion, that was the type of vehicle you shouldn't be able to see lettering on offense your message you know you have accused, am I Troy yeah yeah so um and of course there, I think there is a process for them to request a.

97

00:17:18.690 --> 00:17:25.980

Cooper City Hall: variance didn't we got isn't that in there well the variance option is not in this section of the code, but the code does have a provision that would.

98

00:17:26.250 --> 00:17:39.900

Cooper City Hall: provide the option for a variance if the criteria yeah so so we had somebody who I don't know what it would be, but there there's you know if it was that special case, the idea is not to make anyone have to quit their job or move right.

99

00:17:41.070 --> 00:17:42.570

Cooper City Hall: I like to have this good to hear.

100

00:17:43.590 --> 00:17:49.350

Cooper City Hall: yeah as long as a lot of you know i'm fortunate I can part mine behind a fence so i'm pretty much okay with me.

101

00:17:49.770 --> 00:17:57.600

Cooper City Hall: But I know there's many other people that don't have that luxury and if they could, if it's a reasonably looking vehicle and they can cover their lettering with.

102

00:17:57.960 --> 00:18:07.050

Cooper City Hall: The white out magnets, then I would say that's a fair option, especially since there's no public storage that gives us another option to get it off the property.

103

00:18:08.430 --> 00:18:13.440

Cooper City Hall: I appreciate it anything else from the Convention The other thing would be want to say we should look at more.

104

00:18:14.040 --> 00:18:18.420

Cooper City Hall: yeah i've been saying it for three years, we need to look at more storage somewhere somehow.

105

00:18:19.230 --> 00:18:26.310

Cooper City Hall: I mean you you're doing i've been going with monthly every other month and making sure that everything everybody that's in the light is belongs in the lot we do in.

106

00:18:26.760 --> 00:18:35.640

Cooper City Hall: Our city residents, not being selected somebody else, etc, we do that monthly go to whatever happened to that studied it was, I think it was deliberate completed.

107

00:18:36.630 --> 00:18:42.810

Cooper City Hall: It went well it's still in its final draft will Okay, we exchanged some information with them, but it's in the final draft all right, thank you.

108

00:18:43.860 --> 00:18:44.970

Cooper City Hall: Thank you Okay, thank you.

109

00:18:45.990 --> 00:18:47.490

Cooper City Hall: And now, David Fleming.

110

00:18:52.620 --> 00:18:56.490

Cooper City Hall: Good evening I just going to sort of continue this.

111

00:18:58.110 --> 00:19:06.960

Cooper City Hall: I showed Commissioner shorter, the picture I had, and all that, which I fully understand my my concern to is also commercial vehicles.

112

00:19:08.160 --> 00:19:12.360

Cooper City Hall: I chose to have my commercial vehicle in a little different location.

113

00:19:14.010 --> 00:19:18.570

Cooper City Hall: When you get citations and stuff like that you know there's a way of working around it.

114

00:19:19.590 --> 00:19:26.790

Cooper City Hall: And I also have another young guy that just started out lives in the apartments eventually he's going to be getting a truck so that was my concern and the way.

115

00:19:27.450 --> 00:19:39.870

Cooper City Hall: The lettering or the way the wording came out is no ladders and all that was sort of deceiving in which you're saying now that you can have ladders you just have to have the magnets the computer lines.

116

00:19:40.380 --> 00:19:49.710

Cooper City Hall: But when you're saying commercial vehicles to back in the old days with the code because i've been here 35 years we used to have our commercial vehicles, we had to put him away by nine o'clock at night.

117

00:19:50.760 --> 00:19:59.940

Cooper City Hall: All right, i've been harassed off and on luckily i've been able to talk to the people that come out and they pretty much said.

118

00:20:00.510 --> 00:20:06.510

Cooper City Hall: Since I lived there I can't park the truck there if i'm doing work on my house like pressure cleaning my driveway or whatever.

119

00:20:07.080 --> 00:20:14.100

Cooper City Hall: But yeah I can park on my neighbor's house, because I don't own that House so when I come home for lunch, I have to park at my neighbor's house.

120

00:20:14.730 --> 00:20:21.900

Cooper City Hall: Because I can't park my own driveway, so I think code enforcement are put into a very bad position.

121

00:20:22.230 --> 00:20:33.870

Cooper City Hall: Because they I think need to know the person or have a community that these people on this properties Okay, for what they're doing, I mean i'd be more than happy on if you have a board or something to help.

122

00:20:35.190 --> 00:20:44.730

Cooper City Hall: People that can't do what I do in a matter of hide my truck in the back, but you should be able to at least I mean you own your House you pay your taxes, why can't you park your.

123

00:20:45.210 --> 00:20:56.640

Cooper City Hall: gum home and have lunch, and you know, after a while it gets a little annoying where I have to park across the street and then sometimes and luckily enough it's an older gentleman I help all the time, and he allows me to do that.

124

00:20:57.150 --> 00:21:04.260

Cooper City Hall: So, but I do have a young guy lives in the apartments is going to be getting new truck here eventually and we're going to be putting white lettering or magnets on it.

125

00:21:04.560 --> 00:21:12.990

Cooper City Hall: But he will have ladders on top, and now is that going to be okay or not okay that's what we need to find out because the old code, you could have ladder.

126

00:21:13.710 --> 00:21:21.780

Cooper City Hall: You had to put it away by nine o'clock but how commercial vehicles were defined at that time was by the weight category.

127

00:21:22.560 --> 00:21:34.500

Cooper City Hall: Not so much by the Van but the weight category, because you can get a one ton band waited up to a certain amount, but when you get into dump trucks and stuff that's a different total category your weight limit goes up so.

128

00:21:34.920 --> 00:21:41.160

Cooper City Hall: Maybe that would be easier to consider different types of commercial vehicles, you know but.

129

00:21:42.930 --> 00:21:46.110

Cooper City Hall: it's it's something that you know.

130

00:21:47.730 --> 00:21:53.340

Cooper City Hall: I think needs to be addressed so there's not a bunch of people upset you know, because this i've been like I said i've been here a long time.

131

00:21:53.790 --> 00:22:01.080

Cooper City Hall: And we see a lot of people in the Community there's a lot of people love this city and then there's some that just moved in and they're getting attacked from both sides.

132

00:22:01.650 --> 00:22:08.340

Cooper City Hall: And now, they say why did I move here, and you try to convince them because of the sports programs, and because of our fields and aware of city is.

133

00:22:09.060 --> 00:22:16.320

Cooper City Hall: And what's really amazing is how many people that grow up in this city move back into this city, because it is a good place to live.

134

00:22:16.710 --> 00:22:31.980

Cooper City Hall: In a good place to raise your kids so you hate to see people getting discouraged over something that is being maybe miss communicated so but that's, the only thing I have to say it's you know other net i'd be more than happy to help and do whatever.

135

00:22:33.510 --> 00:22:41.940

Cooper City Hall: So we um Mr Mayor and Commissioners by May what when this when this code came out with the change of the code came out, we met on it several times.

136

00:22:43.080 --> 00:22:54.480

Cooper City Hall: there's there is a lot of interpretation questions, if you will, and we thought we hit clarified them and then we had the If you recall, we we gave 30 days notice and did an education campaign, obviously.

137

00:22:55.140 --> 00:23:04.440

Cooper City Hall: We probably need to look at it a little more on the on the interpretation piece and we'll do that and if there's anything that we maybe need to tweak with the code.

138

00:23:04.860 --> 00:23:08.550

Cooper City Hall: To address all the issues will will do that maybe that's, the best thing to do, because.

139

00:23:09.090 --> 00:23:17.730

Cooper City Hall: We thought we had it, but it looks like we we don't have it well, would you also provide us with a copy of the ordinance i'm sorry provide us over the cod absolutely thanks.

140

00:23:18.630 --> 00:23:26.190

Cooper City Hall: Definitely storage lots would be great to other you gotta remember we do go out on calls at night, sometimes I try not to eat as much, but some of the other guys.

141

00:23:27.360 --> 00:23:37.200

Cooper City Hall: But that are our livelihood is our trucks in our tools are in there, too, so hopefully areas that we park and we don't want to be parking in a shopping Center because they're going to get ripped off, and now you.

142

00:23:37.770 --> 00:23:48.330

Cooper City Hall: You know, especially some of the younger people were trying to bring up in higher in we want them to be successful, so, but thank you for your time and if there's anything that you'd like me to do or.

143

00:23:49.740 --> 00:23:55.140

Cooper City Hall: Maybe meet with you no problem at all, I appreciate it, thank you very much for your time you.

144

00:23:56.670 --> 00:23:57.420

Cooper City Hall: anyone else.

145

00:23:58.680 --> 00:24:04.320

Cooper City Hall: And City Hall wishing to speak at this time, or is there anyone on virtual.

146

00:24:06.600 --> 00:24:11.310

Cooper City Hall: Moving on then we'll go to the consent agenda motion by commissioning Meltzer.

147

00:24:12.480 --> 00:24:15.540

Cooper City Hall: Second, by second second you commissioned the green.

148

00:24:17.670 --> 00:24:26.940

Cooper City Hall: Yes, Commissioner, green all about Commission shouter Commission on this mission opportunity, yes Krishna green, yes, yes.

149

00:24:27.990 --> 00:24:39.270

Cooper City Hall: On to the regular agenda, do I have a motion to approve to purchase orders for the sewer lift station rehab motion to approve by commissioned a green second by.

150

00:24:40.380 --> 00:24:41.310

Cooper City Hall: Krishna shouter.

151

00:24:42.600 --> 00:24:43.260

Cooper City Hall: Krishna green.

152

00:24:45.450 --> 00:24:52.350

Cooper City Hall: we're going to allow for Mr Bailey to give the report I have nothing to say i'm good okay and Commission shorter.

153

00:24:56.130 --> 00:24:58.350

Cooper City Hall: Know Christina puccini.

154

00:25:01.440 --> 00:25:07.470

Cooper City Hall: Nothing nothing fishy melter motion to approve we had okay.

155

00:25:09.510 --> 00:25:16.380

Cooper City Hall: Mike i'm going to become mission to melted for a minute okay oh save us i'll make him speak let's see if we can get through that i'm having it.

156

00:25:17.550 --> 00:25:22.650

Cooper City Hall: Do we need it was budgeted we have the money, yes, yes, yes, very much so.

157

00:25:24.450 --> 00:25:25.920

Cooper City Hall: Why, why did you break then.

158

00:25:27.690 --> 00:25:28.950

Cooper City Hall: i'm just it's all.

159

00:25:29.970 --> 00:25:45.300

Cooper City Hall: This wasn't because Davey was pumping too much water too fast on that fight, no, this is a, this is a real live station that the you're talking about the effluent pump with the treatment plan is that the next one now, but I think it's a budget transfer towards the end of the meeting okay.

160

00:25:46.380 --> 00:25:46.680

Cooper City Hall: Thank you.

161

00:25:48.000 --> 00:26:01.440

Cooper City Hall: Let me show shatter Yes, Commissioner Meltzer yes mission apple cine yes mission or green, yes, there is yes, and then do I have a motion to approve the purchase order for the rehabilitation of gravity sewer piping so moved I commissioned a green.

162

00:26:02.010 --> 00:26:06.060

Cooper City Hall: Second, by Commission is your outer conventional green i'm good, so thank you sure sure either.

163

00:26:07.440 --> 00:26:08.370

Cooper City Hall: Principles Cheney.

164

00:26:11.730 --> 00:26:14.550

Cooper City Hall: And Commission about nothing they are Ross.

165

00:26:15.720 --> 00:26:25.860

Cooper City Hall: same questions, yes tall, thank you very much, call the vote, Commissioner, Commissioner Meltzer yes chappelle cine Commissioner green, yes, yes.

166

00:26:26.940 --> 00:26:35.910

Cooper City Hall: And Item number six discussion and possible action related to the current status of the city's finance department and an effort to ensure.

167

00:26:36.150 --> 00:26:54.810

Cooper City Hall: That city manager has the resources necessary to effectively and efficiently manage the city's finances and address other essential functions of the finance department in a timely manner, Commissioner pulcini Okay, this one, I was a result of the last meeting.

168

00:26:57.420 --> 00:26:58.350

Cooper City Hall: Commissioner, green.

169

00:26:59.460 --> 00:27:06.030

Cooper City Hall: and finance director say that we're understaffed and finance and.

170

00:27:07.200 --> 00:27:14.220

Cooper City Hall: I know that anytime we put a request and we asked to postpone it, because we're understaffed.

171

00:27:16.020 --> 00:27:19.350

Cooper City Hall: audit is delayed, so I know we're understaffed.

172

00:27:21.600 --> 00:27:36.690

Cooper City Hall: We have a position open in in in finance and we haven't filled that we haven't filled it because we're not offering enough we're offering 60,000 and that's starting salary for an accounting.

173

00:27:37.830 --> 00:27:47.880

Cooper City Hall: graduate and we need somebody with more experience, so we need to move more money into the finance department to hire somebody with experience.

174

00:27:48.420 --> 00:27:56.970

Cooper City Hall: To come and help the finance department why don't we ask them what they need right I don't think throwing money, the problem is always the answer Okay, then.

175

00:27:58.530 --> 00:28:12.450

Cooper City Hall: First of all, they have to update you on the wall, I can hold on I I know what either meet at the meeting previous to the last one I I have mentioned that we had a.

176

00:28:13.470 --> 00:28:14.310

Cooper City Hall: part time.

177

00:28:15.420 --> 00:28:25.920

Cooper City Hall: Budget analyst and she said that he's working part time, so we need a full time person so that's what it was sent me the full time person let's see what let's see what, what do you.

178

00:28:26.700 --> 00:28:35.460

Cooper City Hall: know we, it was said that they asked for, what do you guys Would you ask for that you need, I just wanted to update you on what has happened since then.

179

00:28:36.690 --> 00:28:43.110

Cooper City Hall: As you know, we were trying to recruit for budget Dallas for several months we went out several times.

180

00:28:43.680 --> 00:28:51.150

Cooper City Hall: We had good candidates, we interviewed in we had we made a decision today and we offered the job.

181

00:28:51.810 --> 00:29:01.560

Cooper City Hall: To a budget analyst so we're very happy I don't look happy because i'm sick but i'm very happy that we're able to find somebody so that's the first update.

182

00:29:02.130 --> 00:29:10.650

Cooper City Hall: we're going to go to the next position, which is the procurement manager and we're going to try to the same thing we have so far we have about eight.

183

00:29:12.150 --> 00:29:24.240

Cooper City Hall: resumes so we're going to do the same thing for that position as well in additionally for fiscal year 22 we're requesting an accountant and basically.

184

00:29:24.930 --> 00:29:37.230

Cooper City Hall: The function of that accountant is to be responsible for the GL because currently we don't have a position just strictly for the GL the infrastructure in reporting in general.

185

00:29:38.460 --> 00:29:51.930

Cooper City Hall: In doing the audit I realized that that's the position that's really needed and we're going to request that for fiscal year 22 What did you guys request from us hold on hold on so, in short, you will not be.

186

00:29:52.980 --> 00:30:05.100

Cooper City Hall: understaffed anymore so we'll get going to fill the budget analyst position with the today's offer, hopefully, everything is going well with that we're going to fill up a document.

187

00:30:05.940 --> 00:30:22.260

Cooper City Hall: manager position that's vacated by Carrie and then we're going to ask for an additional accountant position for the future full time position in finance, but will you be, and we think are your current job.

188

00:30:23.310 --> 00:30:35.190

Cooper City Hall: As of now, will you be like when you go back to work tomorrow, where you'll be understaffed, of course, because I still have two vacancies that I haven't filled yeah and my concern is.

189

00:30:36.240 --> 00:30:44.460

Cooper City Hall: That, as you know, we've been dealing with a with a watermelon and the solution has been to move water building.

190

00:30:45.660 --> 00:30:57.120

Cooper City Hall: to hand it over to Mike Bailey was in utilities now not to hand it over to Mike Daly what what we would do is the work orders, instead of.

191

00:30:58.590 --> 00:31:06.990

Cooper City Hall: The work orders coming from finance going out to check and then for sending the work over to um utilities, the work orders would.

192

00:31:07.290 --> 00:31:15.030

Cooper City Hall: go directly to utilities, not to hand over utilities utility building to Mike Bill Bailey though I don't know where that came from.

193

00:31:15.840 --> 00:31:22.560

Cooper City Hall: That was that okay okay so it's still under finance that's correct okay that's great.

194

00:31:23.550 --> 00:31:40.950

Cooper City Hall: But they work orders would go directly to utilities, instead of that extra step of Okay, and my concern about, that is if the work orders are under utilities, then finance does not have the control over the work orders.

195

00:31:42.810 --> 00:31:47.430

Cooper City Hall: If I mean when when when when you do a manual override.

196

00:31:48.600 --> 00:31:57.480

Cooper City Hall: Finance does not have the control utilities has to control no Sir, I beg to differ, there are two different types of workers were talking about.

197

00:31:57.900 --> 00:32:11.310

Cooper City Hall: One that is reported by the meter reader saying hey something is wrong, it probably needs to be fixed and then another one that's done by utilities and Mike i'm going to need you for this one so.

198

00:32:13.950 --> 00:32:22.800

Cooper City Hall: You should walk in at the right time, because all we're doing today is we're working together for the same purpose.

199

00:32:23.310 --> 00:32:28.500

Cooper City Hall: Instead of being separately in we're trying to communicate to get all work orders.

200

00:32:29.340 --> 00:32:39.420

Cooper City Hall: In place so they could be monitored and make sure that we actually address the issue, instead of trying to fix something permanently fixing it.

201

00:32:40.200 --> 00:32:46.560

Cooper City Hall: We are trying to find to solve the polycom to go to the essence of what's wrong with it, if it's a defective.

202

00:32:47.070 --> 00:32:57.540

Cooper City Hall: Item because the equipment itself is defective or if anything else is wrong with it, so at finance a meter reader could go and check physically check.

203

00:32:58.080 --> 00:33:07.350

Cooper City Hall: Is this reading is zero what have you but, but you know, Miss bridgeman we're talking about water building white right now, because there's been.

204

00:33:09.090 --> 00:33:16.980

Cooper City Hall: a breakdown in the controls that's why we're talking about water buildings, I because this system you're talking about has not worked.

205

00:33:17.820 --> 00:33:29.040

Cooper City Hall: that's why we're talking about it, I clearly understand this, and the reason why we are collaborating more is because we realize that there are holes in the system.

206

00:33:29.700 --> 00:33:44.940

Cooper City Hall: Where we don't we don't cover all of it so by working together in a more efficient way with finance and utilities we're hoping to build that that gap and we're having the supervisory.

207

00:33:46.320 --> 00:34:00.990

Cooper City Hall: Expertise also when a building is done to go and check, so let me ask you do, you have the manpower to exert the necessary controls over our second largest revenue source.

208

00:34:01.890 --> 00:34:09.180

Cooper City Hall: And that's what we're working on right now, Sir we're working on how to mitigate some of the holes, you have the manpower now.

209

00:34:10.470 --> 00:34:26.340

Cooper City Hall: to exert yes Eric controls, yes, because we're relying on our system, the system will give you an exception report, for example in in why weren't we exerting those controls, two weeks ago if I, if I may miss.

210

00:34:27.420 --> 00:34:37.950

Cooper City Hall: To measure, as you know, we did have one breakdown, this is not systematic we did have a breakdown in a control, we are correcting that.

211

00:34:38.790 --> 00:34:51.750

Cooper City Hall: What occurred that day and taking action for that specific instance the corrective action that needs to be taken, additionally, and maybe this is where you thought we were giving everything to Mike what i've asked Mike to do.

212

00:34:52.890 --> 00:35:04.170

Cooper City Hall: Because it was longevity here and his expert particular expertise in this area is i've asked him to lead the effort in analyzing our process procedures and controls.

213

00:35:04.590 --> 00:35:12.180

Cooper City Hall: and making any necessary recommendations that we will need to ensure that what occurred a couple weeks ago.

214

00:35:12.690 --> 00:35:20.340

Cooper City Hall: does not occur again, but I I don't think that that's systematic there was a breakdown on that particular instance.

215

00:35:20.610 --> 00:35:30.600

Cooper City Hall: But I don't think that that systematic will review everything to make sure is that yeah we are, we are doing the analysis, the manager, but that that particular that one account.

216

00:35:31.920 --> 00:35:35.490

Cooper City Hall: had four entries in the span of.

217

00:35:36.990 --> 00:35:41.610

Cooper City Hall: Three weeks so in three weeks, it was not discovered.

218

00:35:43.110 --> 00:35:44.700

Cooper City Hall: From May 14.

219

00:35:45.930 --> 00:35:50.580

Cooper City Hall: All the way to June 26 it was not discovered.

220

00:35:51.900 --> 00:35:57.480

Cooper City Hall: that's how long it had that between the first entry and.

221

00:35:59.010 --> 00:36:02.130

Cooper City Hall: By the time I notified the city that this was happening.

222

00:36:04.470 --> 00:36:06.840

Cooper City Hall: It was not discovered by the city that's what's happening.

223

00:36:07.440 --> 00:36:17.640

Cooper City Hall: that's correct and that's that that's what we can see that was one where at least four entries well I I don't i'll have to report and she's related to the same.

224

00:36:18.120 --> 00:36:30.900

Cooper City Hall: Account but we've only looked at one account right and we and we only analyze that one we don't know the other ones coming and happened to and because of that, if we had the LACs controls on one.

225

00:36:33.420 --> 00:36:44.190

Cooper City Hall: We who's to say that it could not have happened the same or other things happen to other ones, if we had no policies and procedures and no controls, first of all.

226

00:36:44.940 --> 00:36:56.280

Cooper City Hall: I agree with you that it wasn't done before i'm not going to stand here and tell you it was what I will send to tell you, once this happen it's just like everything else.

227

00:36:57.300 --> 00:37:04.590

Cooper City Hall: When you notice, something is wrong, you only have like three choices you do something about it, you research it or you don't do anything.

228

00:37:04.980 --> 00:37:14.190

Cooper City Hall: So we decided to look into it and the first thing that we did is same question that you asked, we asked the same thing as what tells us that it's not happening.

229

00:37:14.940 --> 00:37:26.850

Cooper City Hall: All over and the first the first reaction is hey the system does have an audit trail, can we just go to the audit trail and that's what we did, but in this case.

230

00:37:29.160 --> 00:37:35.940

Cooper City Hall: It was so evident that the system should have caught it before the second bill went out.

231

00:37:37.260 --> 00:37:38.760

Cooper City Hall: The second bill went out.

232

00:37:40.470 --> 00:37:49.500

Cooper City Hall: With a beginning balance different from the ending balance I had there's there's no way that should have happened, I understood.

233

00:37:50.190 --> 00:37:58.380

Cooper City Hall: They should have been alarm bells ringing throughout the city, should have the system shutdown that should not have happened, first of all, when you say the system.

234

00:37:58.830 --> 00:38:08.520

Cooper City Hall: When you have an override of this it's no longer the system it's no longer the system it's an override and before I that is documented.

235

00:38:09.630 --> 00:38:20.910

Cooper City Hall: It is and what we should have done, you talking about one account that among other account it's not a procedure that was established.

236

00:38:21.300 --> 00:38:31.230

Cooper City Hall: That you look at all of them look at the audit trail, because this happened just like everything else, because it happened we're like Okay, how do we make sure that it's not going to happen again.

237

00:38:31.770 --> 00:38:43.350

Cooper City Hall: The thing is, if you do a transaction every month, a manual transaction every month, the only time you would discover it, because when you do the billing you're looking at the prior.

238

00:38:43.950 --> 00:38:51.870

Cooper City Hall: And to present present present and, if there is a big difference you'll look at, but if there's no big difference not looking at the gallons.

239

00:38:52.290 --> 00:38:58.470

Cooper City Hall: you'll think oh okay Oh, it was 2000 it's 2000 again Oh, but the number you're not convincing anymore.

240

00:38:59.190 --> 00:39:13.290

Cooper City Hall: i'm not trying to get the ending balance is not the beginning about our next one, though it's not 1222233 241 to two two to three one to two again like the system should have said hey how could you ever go down.

241

00:39:14.790 --> 00:39:15.180

Cooper City Hall: You know.

242

00:39:17.100 --> 00:39:26.280

Cooper City Hall: What you're saying, because I am the same way, I want the system to the question is can our software build in a trigger an alert that's that's one of the questions for that.

243

00:39:27.030 --> 00:39:35.910

Cooper City Hall: that's the reality right the second one is can we create a process to one if somebody does a manual override the shirt and approvals or documentation required.

244

00:39:36.450 --> 00:39:43.860

Cooper City Hall: And then on the control side we actually review every incremental or not, you know, under a certain time period.

245

00:39:44.250 --> 00:39:50.160

Cooper City Hall: All manual overrides must be reviewed at a different level and the personal overrode it and the necessary documentation has to be there.

246

00:39:50.580 --> 00:40:06.480

Cooper City Hall: So if you lowered somebody's water bill because we went out there and we broke the pipe and whatever then when the person who inputs that must put the documentation the computer and then, when you pull them an audit of of the overrides later on, you would see this documentation is.

247

00:40:07.770 --> 00:40:12.660

Cooper City Hall: There, but we agree, though, and that's that's what we are doing.

248

00:40:13.650 --> 00:40:22.620

Cooper City Hall: And when I explained that we were doing a thorough review of the process, procedures and controls and making recommendations and documenting what we need to do to fix it in the future.

249

00:40:23.490 --> 00:40:32.190

Cooper City Hall: So yes, the answer to your question is yes, we are doing, no one is trying to justify what occurred me know when that we know that that should not have occurred.

250

00:40:32.490 --> 00:40:38.700

Cooper City Hall: What we're trying to do now is make sure it does occur in the future, but we have institutionalized the processes procedures, one of the other.

251

00:40:38.910 --> 00:40:53.370

Cooper City Hall: Services So when I went to be yesterday and I looked at account there was like a year of almost no billing almost no usage and that's got to alert somehow i'm at Mike told me that the electric meters are 99.9999% effective, so I know it's not the meter.

252

00:40:55.080 --> 00:40:58.680

Cooper City Hall: It could be and he knows i'm looking for a reason to to dispute that so.

253

00:40:59.880 --> 00:41:13.050

Cooper City Hall: We have to have something that also triggers there's no way you could have no water yeah no water usage correct unless you're taking from the fire hydrant I can't imagine anyone would do that but.

254

00:41:14.580 --> 00:41:16.440

Cooper City Hall: You know, we also should have.

255

00:41:17.670 --> 00:41:23.040

Cooper City Hall: Basically, finances in charge of internal controls and finance will tell utilities.

256

00:41:24.120 --> 00:41:36.780

Cooper City Hall: What they have to do about Trolls utilities will fix a meter right finance so totally to utilities about internal controls, not vice versa, the zero power put utilities in charge.

257

00:41:37.290 --> 00:41:41.760

Cooper City Hall: of you know they're not in charge Commissioner all's I did was asked Mike to oversee.

258

00:41:42.420 --> 00:41:52.650

Cooper City Hall: The team that is putting this together, they are not in charge, I just asked Mike because of his long time his knowledge and I have here confident, but I haven't turned anything.

259

00:41:53.160 --> 00:42:06.030

Cooper City Hall: Anything over to you i'm not disputing like bailey's capabilities, I know I put I haven't heard anything over to Kate to Mike I mean to utilities just i'm just saying that finance needs these manpower in itself.

260

00:42:07.290 --> 00:42:11.640

Cooper City Hall: Because it should not have happened and nope and again, nobody disputes or they should not have happened.

261

00:42:12.960 --> 00:42:15.330

Cooper City Hall: And man finance should have been.

262

00:42:16.560 --> 00:42:17.220

Cooper City Hall: In front.

263

00:42:18.390 --> 00:42:25.380

Cooper City Hall: or when that's not that result or that action was as a result of lack of manpower.

264

00:42:27.090 --> 00:42:41.040

Cooper City Hall: So I think you're trying to have a nexus where there is none well but do right, but if that's not the case, I still think based off his his item on their Commission a green told us that they were short staffed and.

265

00:42:41.640 --> 00:42:51.150

Cooper City Hall: I want to see, we want to I don't remember them coming in asking for positioning us saying no, we have no control over the hiring of how long it takes to interviews, if you want, I can do the interviews.

266

00:42:52.500 --> 00:43:05.520

Cooper City Hall: yeah I had a question, oh no from a conversion standpoint what what support you guys need so that, if we need documents and we need these controls to be there that they're there and we can't say, well, we don't have the staff, so we have to be fully staffed.

267

00:43:07.860 --> 00:43:08.220

Cooper City Hall: arrows.

268

00:43:09.330 --> 00:43:09.600

Cooper City Hall: Great.

269

00:43:10.860 --> 00:43:13.260

Cooper City Hall: i've heard all of the conversation i'm just get right to it.

270

00:43:14.790 --> 00:43:18.690

Cooper City Hall: Mike my question and it's a pretty clear cut it's a simple question.

271

00:43:20.370 --> 00:43:31.950

Cooper City Hall: When the other and I, and I want to make sure that I heard you correctly we've hired a budget, a budget analysts they're currently two additional vacancies procurement.

272

00:43:33.270 --> 00:43:56.040

Cooper City Hall: manager and then the you're requesting and 2022 an accountant to oversee the GL portion of it, my question to you is once those two positions have been failed, will you all be adequate in the sense that you will be able to carry out.

273

00:43:57.630 --> 00:44:09.060

Cooper City Hall: All of the responsibilities associated with the finance department, we believe, will be in a better shape that we are today because we were we were down to people or.

274

00:44:09.570 --> 00:44:19.170

Cooper City Hall: we're down to people, and then we even with the two people who would still have needed the account and that's why we are asking for the additional body, the answer is yes.

275

00:44:19.410 --> 00:44:28.320

Cooper City Hall: We think will be adequate enough with the good people that we have in the new position to carry on the function so that's what the total of what you just mentioned.

276

00:44:29.280 --> 00:44:46.980

Cooper City Hall: That would be the total yes Okay, thank you that's all I have, thank you and I don't know yeah without qualifying the answer will we have enough to run the city to possibly expand into our own police and fire, like the Commission once or do.

277

00:44:48.030 --> 00:45:00.570

Cooper City Hall: We have would we have enough i'll answer that but I don't think I know the answer to your question is if we bring in firing and police, we would not, we would have to.

278

00:45:01.290 --> 00:45:11.460

Cooper City Hall: This is an analysis that needs to be done in the matrix analysis mentioned that, but we would need to probably bring in additional support to our finance department.

279

00:45:11.820 --> 00:45:24.840

Cooper City Hall: or human resources department and potentially to our fleet department or clique division, those are the areas that we would probably need to be full Commission and when do you foresee hiring these two positions.

280

00:45:26.070 --> 00:45:38.370

Cooper City Hall: So we're studying on the procurement manager tomorrow because we're going to set interviews so i'm assuming that interviews and it's going to take us at least a month.

281

00:45:39.390 --> 00:45:49.560

Cooper City Hall: To fill and then the accountant to position if you approve it for fiscal year 22 then we'll have it ready for October.

282

00:45:51.540 --> 00:45:53.580

Cooper City Hall: Hong Kong say that.

283

00:45:55.260 --> 00:46:08.130

Cooper City Hall: Are we raising what we're offering I don't think we need to just let me ask you a question on the budget analyst that we did hire was it 60,000 or below it's a part time position as a contractor.

284

00:46:10.410 --> 00:46:14.370

Cooper City Hall: i'm sorry your name is an independent contractor I mentioned her.

285

00:46:16.050 --> 00:46:17.190

Cooper City Hall: thunder so.

286

00:46:19.770 --> 00:46:35.190

Cooper City Hall: It was indicated that we had it out there for 60,000 I know not 60,000 we had it out with the range the range starts from 50 something to 64.

287

00:46:35.970 --> 00:46:46.800

Cooper City Hall: that's the range Okay, I know, sorry did we hire a full time budget analyst yes, Sir Oh, we didn't hire full time we we are in the process of getting this person we offered.

288

00:46:47.220 --> 00:46:55.860

Cooper City Hall: Your food was accepted, pending the background check in the face Okay, we don't have it yet correct well we're process of hiring a full time.

289

00:46:56.250 --> 00:47:05.100

Cooper City Hall: Okay, we got the answer to go ahead, today, and we are doing the diligence, that we need to do to get the physical in a hurry.

290

00:47:05.610 --> 00:47:19.740

Cooper City Hall: So we could get an after the budget analyst so you'll get two more the procurement manager and then the accountant to income into into 2022 we got it 100 times, why don't you start the accounting to now.

291

00:47:20.580 --> 00:47:26.820

Cooper City Hall: We could start the beta is because it takes time right it's you don't you advertise it for a certain amount of time.

292

00:47:27.300 --> 00:47:31.710

Cooper City Hall: You have to get the brand to us for what well we we would have to bring the position to you.

293

00:47:31.980 --> 00:47:41.010

Cooper City Hall: So why don't you start all that, because then instead of starting in October, we can do, you can do that by the time you actually start well, but what happens if you find somebody qualified right away.

294

00:47:41.580 --> 00:47:47.250

Cooper City Hall: Whatever they say no, we would have to approve it up front, but you're talking about a month, probably yes.

295

00:47:48.540 --> 00:47:57.150

Cooper City Hall: Like astronomical, then we can start sending all our request back again I don't have a problem, we will work on how much money having continuous to Joe.

296

00:47:58.320 --> 00:48:03.900

Cooper City Hall: There you go okay moving right on on hold on well, we have money contingencies.

297

00:48:06.030 --> 00:48:08.430

Cooper City Hall: Get yes, we have yes.

298

00:48:11.760 --> 00:48:23.400

Cooper City Hall: we'll get started on it right away, thank you very much thank you, moving on to Item number seven do are mostly to Bruce city managers recommendation of Canada Griffin public works director motion to approve I commissioned a green.

299

00:48:24.150 --> 00:48:29.130

Cooper City Hall: Second, second by commissioning Meltzer discussing commissioned a green.

300

00:48:30.510 --> 00:48:37.890

Cooper City Hall: Just very quickly for me mayor Thank you had an opportunity to speak with Mr Griffin read his resume staff report and.

301

00:48:38.910 --> 00:48:39.480

Cooper City Hall: I am.

302

00:48:40.590 --> 00:48:47.520

Cooper City Hall: Completely supporting this this evening and that's all I have, thank you, you can mention realtor no nothing major Ross Thank you Thank you commissioning porcine.

303

00:48:47.910 --> 00:49:02.520

Cooper City Hall: I I did not speak with him at another time but i'm saying one thing we're being a little bit irresponsible with jumping the gun we're talking about restructuring and yet to hiring a public works director before.

304

00:49:03.570 --> 00:49:10.200

Cooper City Hall: Even talking before restructuring anything so right there you spoke about.

305

00:49:11.460 --> 00:49:19.260

Cooper City Hall: parks and recs and when you gave the proclamation and yet we did not restructure the city yet.

306

00:49:20.340 --> 00:49:38.160

Cooper City Hall: And if we do that the public works department, would be a very small department to manage, I think we should first decide what we're going to do with it with with the city and the departments and then decide to hire department heads, but.

307

00:49:39.330 --> 00:49:51.270

Cooper City Hall: seems like i'm in the minority, thank you, Richard shorter yeah I had a similar concern it's not Mr Griffin I looked at his resume and you certainly qualify but my My concern was.

308

00:49:52.410 --> 00:50:04.080

Cooper City Hall: offering a job or hiring somebody especially much revenue would relocate and then not really knowing what that department is going to look like, and when I say that we talked about putting.

309

00:50:04.410 --> 00:50:13.080

Cooper City Hall: parks and REC because that makes sense, why you get out of parks and REC proclamation and if you move parks on direct you're talking about.

310

00:50:13.950 --> 00:50:20.160

Cooper City Hall: awards to 10 full time employees from public works shifting over almost half the department would shift over.

311

00:50:20.790 --> 00:50:35.370

Cooper City Hall: And you know I just think it's, not that I want to vote yes or no, I almost think that we should hold this in a basement until we know till we've had that conversation on on MRI developing that and.

312

00:50:36.570 --> 00:50:47.070

Cooper City Hall: You know, to me, I want to know what department i'm leading So if you have 20 employees and 10 of them are moving over that drastically changes everything.

313

00:50:47.580 --> 00:50:53.430

Cooper City Hall: And like I said, I have no problem with the actual applicant himself it's just.

314

00:50:54.090 --> 00:51:06.540

Cooper City Hall: As the mayor would say the process and I think we, we have to make sure we know for public works is going to look like public works could be so many different things you know the last director talked about taking stormwater under.

315

00:51:07.200 --> 00:51:12.390

Cooper City Hall: And so I just really want to know what that vision department is and then obviously I would like.

316

00:51:13.230 --> 00:51:18.960

Cooper City Hall: The Director of that department to have those skill sets and be buying into that so it's.

317

00:51:19.710 --> 00:51:25.500

Cooper City Hall: As far as i'm concerned I don't want to vote no I don't want to vote yes i'd rather we abate that until we have that conversation.

318

00:51:26.160 --> 00:51:32.700

Cooper City Hall: On on what that organization looks like for that department, because i'm and I have a flow chart here.

319

00:51:33.300 --> 00:51:49.830

Cooper City Hall: The there's just so many ways, you could do it, but if you if you put parks under under REC you're losing 10 full timers and seven or eight part timers almost 18 employees that will be under the director now shifting over so I just think that's something that we from a planning.

320

00:51:51.180 --> 00:52:01.500

Cooper City Hall: process, I would, I would like, whoever we hire for this job to know what the vision of it is that they're doing before they come in and do it and.

321

00:52:03.330 --> 00:52:03.720

Cooper City Hall: You know.

322

00:52:04.950 --> 00:52:07.740

Cooper City Hall: that's just my my thought and i'd like to hear.

323

00:52:09.480 --> 00:52:19.680

Cooper City Hall: First, my colleagues and going oh I I appreciate what you're saying, and in fact when I met with the candidate, today I discussed that that exact issue and.

324

00:52:21.840 --> 00:52:33.870

Cooper City Hall: it's funny because he presented something to me that candidly I did not think of, and that was well like you said you need to go over it, you need to investigate it, you need to have someone do that.

325

00:52:34.560 --> 00:52:42.990

Cooper City Hall: And why not the new Director, because then I said well it's real simple I don't think you're going to tell me that after analysis.

326

00:52:43.650 --> 00:53:01.200

Cooper City Hall: You should your job should be cut and the truth is well and then, when you do this analysis and all of a sudden it's found that we should be shifting people to parks, then you have to justify having somebody sitting in the position, making that kind of money and.

327

00:53:02.640 --> 00:53:08.760

Cooper City Hall: Maybe we are putting the cart before the horse i'm not sure that we are because no matter what we shift over.

328

00:53:09.150 --> 00:53:17.490

Cooper City Hall: You still need a director for public works, the question about well, it depends what the mission is you can make a public works department mission.

329

00:53:17.880 --> 00:53:25.380

Cooper City Hall: On capital projects and npr stuff and then you look at his resumes and engineering, that would be the perfect person, but you could make it.

330

00:53:25.830 --> 00:53:42.180

Cooper City Hall: Right now it's very heavily parks or public works is almost entirely parks and then you have Jeanette in her system, and you have a couple people in facilities maintenance, which is for, but they do maintenance on parks to, and you have a couple people who do.

331

00:53:43.380 --> 00:53:53.670

Cooper City Hall: mechanics everything else is parks, but that's our streets heavily parks and that's where the the director would merge that would come into better efficiency.

332

00:53:54.060 --> 00:54:05.550

Cooper City Hall: He would be able to as as I do look at the different grants that would come in there and help us out that way as well, I think candidly would be money well spent.

333

00:54:05.910 --> 00:54:16.680

Cooper City Hall: Because I think you'll be getting a whole lot more in efficiency and in grant money back, and I think, also with the strategic plan and having.

334

00:54:17.370 --> 00:54:27.570

Cooper City Hall: Joe Napoli a leading it working with him with division that we all have I think you're going to get a whole world i'm assuming How does this fit in with the vision.

335

00:54:28.410 --> 00:54:38.580

Cooper City Hall: I did not, I did not see it fit in with a vision oh I, and I would like to have it fit in with a vision but let's not discussing division okay.

336

00:54:38.940 --> 00:54:48.870

Cooper City Hall: And that into the pot departments are part of the vision and we did not discuss this part, yet you didn't get there, though, but here's the thing we've been without a public works director since March now, and let me.

337

00:54:50.550 --> 00:54:51.090

Cooper City Hall: Know within.

338

00:54:52.140 --> 00:55:06.930

Cooper City Hall: Your right been without it, and yet the department has been run excellently maybe the staff that we have now does a great job so maybe in house let's hear what the city managers, I was.

339

00:55:07.770 --> 00:55:17.700

Cooper City Hall: Great i'm pointing over there, well, I think I think we're we're even too premature talking about restructuring that's someone's idea but.

340

00:55:19.170 --> 00:55:32.130

Cooper City Hall: that's not necessarily the solution when you're moving part maintenance over the recreation our public works is responsible for the facility maintenance of the city parks are part of our facilities.

341

00:55:33.060 --> 00:55:43.140

Cooper City Hall: So you have a good public works director who understands facility maintenance, which includes parks and they're the individuals that are.

342

00:55:43.650 --> 00:55:58.110

Cooper City Hall: The two parts, also work collaboratively with the people who do roadwork they also they energy they use the same equipment there's a lot of synergies between the people who are doing facilities maintenance throughout the city.

343

00:55:58.800 --> 00:56:06.330

Cooper City Hall: In one department versus taking the parks people and just putting on their the recreation director, then they be isolated we'd have to.

344

00:56:07.800 --> 00:56:09.810

Cooper City Hall: Give wrote we'd have to get one proclamation and.

345

00:56:10.920 --> 00:56:12.240

Cooper City Hall: You could save on a proclamation.

346

00:56:13.680 --> 00:56:19.530

Cooper City Hall: But, and then you have a recreation director who now isn't responsible for park maintenance.

347

00:56:20.280 --> 00:56:27.510

Cooper City Hall: When we have a public works director who is responsible for maintenance of all those cities facility so I don't think.

348

00:56:27.870 --> 00:56:39.180

Cooper City Hall: that's necessarily the right solution to move part maintenance over to recreation i'm I think we need to analyze it, but I don't think that that is necessarily the right solution for Cooper city.

349

00:56:39.810 --> 00:56:46.740

Cooper City Hall: And so I think I don't I don't think we should base that decision on potentially but doing doing that, in fairness.

350

00:56:47.760 --> 00:56:56.940

Cooper City Hall: You said it's one person's vision and all has to do is be three people's visions and and that that's what happens now, yes it's accurate, we should.

351

00:56:57.240 --> 00:57:07.110

Cooper City Hall: assess that but I know i've at least been bringing this up since November and i've heard it brought up sooner, so it should be assessed and without that assessment it.

352

00:57:09.150 --> 00:57:15.990

Cooper City Hall: Well, I agree, but the ball was dropped we've been we've been banned banned in this bantering this thing around.

353

00:57:17.160 --> 00:57:23.580

Cooper City Hall: casually for months now we've been without a parks, with public works director since Steve left beginning of March.

354

00:57:24.480 --> 00:57:30.480

Cooper City Hall: This talking about this merging or whatever you want to do we're shifting this should have been put on the agenda before we.

355

00:57:31.080 --> 00:57:37.530

Cooper City Hall: went to actually hire somebody we should have clarified, whether we're going to make the change or not, but it wasn't that it was dropped.

356

00:57:37.800 --> 00:57:44.520

Cooper City Hall: It, so we should have been said right, I should have been put on I should have been put on the agenda, we should have discussed this and we should have come up with a plan.

357

00:57:44.880 --> 00:57:52.950

Cooper City Hall: You need the analysis we had in Joseph will work with you for the budget year, remember, we said, we have to do before the budget year because.

358

00:57:53.340 --> 00:58:01.260

Cooper City Hall: You could have duplication of equipment and stuff I think this was like December that we discussed this and then, when the item came up again and we discussed it.

359

00:58:01.680 --> 00:58:11.190

Cooper City Hall: And I know I discuss it multiply X, I remember Steve Williams and telling me I don't have any one in St I only have like two people in streets and almost everybody's in parks and i'm like.

360

00:58:11.730 --> 00:58:20.130

Cooper City Hall: Well, that yeah that there's a problem there because I want an industry, it on this emphasis on the streets it's being this gentleman, and I hope what's not.

361

00:58:20.520 --> 00:58:36.210

Cooper City Hall: i'm hearing the conversations that i'm sorry i've got i've got to weigh in on this and more I think it's I don't believe that it would be in the best interest of this community to not have a public works director and not have a recreation director and here's why and here's.

362

00:58:37.560 --> 00:58:40.320

Cooper City Hall: My thinking behind that as we continue.

363

00:58:41.880 --> 00:58:48.630

Cooper City Hall: To come back to some sense of normalcy and we're already seeing it in this Community already, we have the.

364

00:58:49.320 --> 00:59:03.930

Cooper City Hall: We have the summer youth camps, we have things coming back online, which is going to require more recreation oriented employees to make sure that we are managing all of those all of those activities.

365

00:59:05.010 --> 00:59:16.950

Cooper City Hall: Those programs, and so you want those folks to make sure that they are carrying out that that function, on behalf of our residence residents in the same vein, that you want folks.

366

00:59:18.150 --> 00:59:29.760

Cooper City Hall: In public works or carrying out another mission in support of the residents and estimate, and that is to ensure not only for the maintenance of all of our facilities but also.

367

00:59:30.600 --> 00:59:43.470

Cooper City Hall: We have been talking about this Ignazio with regards to the MP Oh, and when monies are going to be coming in here and we have talked about ad nauseum with all of the street repairs that need to go on.

368

00:59:43.950 --> 00:59:54.210

Cooper City Hall: Within this Community, and so you want your public my humble opinion, you want your public works director and that staff to be fun to be.

369

00:59:56.790 --> 01:00:16.380

Cooper City Hall: focused on that again it's in support of our residents everything that we're doing is in support of our residents, but there it's in my mind it's there's two different functions going on, and I hope that that is not lost on this Commission I would I would hate for us to.

370

01:00:17.820 --> 01:00:30.930

Cooper City Hall: Have the bring everything under one umbrella, if you will, and then find out we're shooting ourselves in the in the foot, because we really need to have two separate departments.

371

01:00:32.400 --> 01:00:38.580

Cooper City Hall: taking care of our residents in different ways, and I want a hope that that's not lost on the Commission.

372

01:00:40.110 --> 01:00:44.700

Cooper City Hall: reply to a we just recognized that today the excellence.

373

01:00:45.720 --> 01:00:52.170

Cooper City Hall: Of the parks and recs we put the two departments together today and recognizing their excellence.

374

01:00:54.630 --> 01:00:56.520

Cooper City Hall: They did an excellent job.

375

01:00:58.110 --> 01:00:59.940

Cooper City Hall: throughout this time.

376

01:01:00.960 --> 01:01:08.730

Cooper City Hall: The staff, could not have been better, we have the best staff any city could could expect I.

377

01:01:09.780 --> 01:01:18.780

Cooper City Hall: i'm amazed at how great the staff is I could, I could not expect anybody better, I think we can do something with a staff we have in place for a month.

378

01:01:19.530 --> 01:01:28.740

Cooper City Hall: But I I, I think we can we organize with the people we have in place, I don't think we, I mean, I think that people are also timing I don't think we need to go and how many.

379

01:01:30.060 --> 01:01:45.540

Cooper City Hall: Public i'm sorry I just look at my staff, and I think they they can do it, how many full time employees, I disagree with 2222 Okay, and how many would in how many are of them are assigned to parks one.

380

01:01:47.040 --> 01:01:53.700

Cooper City Hall: Well, again to Maybe you can you clarify well full timers so that would be more right.

381

01:01:54.840 --> 01:01:55.050

Cooper City Hall: yeah.

382

01:01:56.340 --> 01:02:05.040

Cooper City Hall: assigned to well, let me count this and you tell me if it's accurate you your one you have fargas and would so that's three.

383

01:02:06.270 --> 01:02:07.530

Cooper City Hall: westcott and.

384

01:02:08.610 --> 01:02:09.630

Cooper City Hall: remix if.

385

01:02:10.740 --> 01:02:11.130

Cooper City Hall: i've.

386

01:02:12.210 --> 01:02:17.610

Cooper City Hall: mos six you have for maintenance text so that's 10 you have Perez.

387

01:02:18.900 --> 01:02:28.020

Cooper City Hall: So that's 1111 full timers and how many part timers seven seven so so it would be 18.

388

01:02:29.220 --> 01:02:40.410

Cooper City Hall: People if we put parks over to to REC department, leaving how many embarks leaving how many in the rest of it works right and public works and.

389

01:02:40.830 --> 01:02:44.070

Cooper City Hall: Leaving in public works if I took everyone I just named.

390

01:02:44.520 --> 01:02:52.140

Cooper City Hall: March I would be left but they but they don't just do perk functions, I think that that needs to be cleared there's an interchange of function so say interchange.

391

01:02:52.530 --> 01:02:58.680

Cooper City Hall: of equipment as well, and then I then if we put them in REC, then you have a recreation.

392

01:02:59.460 --> 01:03:06.690

Cooper City Hall: department director who doesn't have the expertise responsible for the maintenance of the parks, I just don't understand I don't.

393

01:03:07.110 --> 01:03:15.300

Cooper City Hall: know if that's the best solution, just to make people over exploring or the other, and the fact that there's a proclamation for parks and recreation.

394

01:03:15.810 --> 01:03:24.150

Cooper City Hall: I mean there's a lot of cities that have their parks and recreation together there's a lot of cities that have them separate I just came from a city that had parks.

395

01:03:25.620 --> 01:03:28.770

Cooper City Hall: That were they were responsible for the maintenance of the parks.

396

01:03:30.000 --> 01:03:41.700

Cooper City Hall: But they had to get support from several other departments, and it really made it difficult to do that, so I just don't know if that's just simply moving those people over to.

397

01:03:43.140 --> 01:03:47.670

Cooper City Hall: recreation makes us any better, because you don't have the synergies that you have with the rest of the.

398

01:03:48.060 --> 01:03:55.320

Cooper City Hall: Public Works department plus you don't have the oversight, the leadership of a true public works person who's responsible.

399

01:03:55.560 --> 01:04:08.130

Cooper City Hall: Should or may explore it may not be the best option, but we should explore, I can tell you there has to be some revisions, because the person, the person who takes care of City Hall and cleans it is under wreck.

400

01:04:09.150 --> 01:04:15.360

Cooper City Hall: And the person who works, the gate at the park is under public works like you would think that person will be.

401

01:04:15.990 --> 01:04:27.480

Cooper City Hall: Like we know there's some something like that to be you know no I agree on that, arguing that but I think that what we may be overlooking also is we're talking about perks, which is a.

402

01:04:27.960 --> 01:04:32.700

Cooper City Hall: Critical component of this city unquestionably the maintenance of those parts.

403

01:04:33.540 --> 01:04:44.010

Cooper City Hall: is an integral part of the city, but we also and commissionable tonight I agree we have great staff but there's a lot of things we need to be doing that.

404

01:04:44.850 --> 01:04:58.320

Cooper City Hall: strategically and for the future, we need a good 510 1520 years tip program we have talked about root intrusion, we started on that process, but we need a long term plan.

405

01:04:58.800 --> 01:05:10.050

Cooper City Hall: For root intrusion, we need a much more robust and dynamic relationship with the MP oh someone who understands them to and it's worked with them in the past and can can do that.

406

01:05:11.340 --> 01:05:18.780

Cooper City Hall: We need we have talked about revitalization and beautification the reason we are talking about it now is because we haven't been doing it.

407

01:05:19.230 --> 01:05:32.130

Cooper City Hall: For several years, and we need a good person to lead us through revitalization around we don't leave that is because I believe a lot of our public works department has been focused on park well that that could that could be, and we need to.

408

01:05:32.700 --> 01:05:48.660

Cooper City Hall: To put more emphasis I agree with you on that that Commissioner, no doubt, but and, and so I what i'm concerned about and I TIM is i've said it to him 100 times he's he's a jewel he's led us through times that have been very difficult.

409

01:05:49.980 --> 01:06:05.100

Cooper City Hall: But TIM needs a director as well, and I think that I don't want to over look the the need for a public works director who's went to think strategically who's going to continue those initiatives that Steve.

410

01:06:05.850 --> 01:06:14.070

Cooper City Hall: Steve started, and we know we have to get done for the city in the next five to 10 years because we all are not happy with.

411

01:06:14.430 --> 01:06:23.340

Cooper City Hall: The appearance and the maintenance of our city, I think we can all agree to that and you've all have made that very clear, and we need someone who's going to lead us.

412

01:06:24.000 --> 01:06:35.490

Cooper City Hall: Through that as the public works director so i'm just trying to make the case that we, we do need a public works director and Commissioner shorter, I understand your.

413

01:06:35.850 --> 01:06:43.680

Cooper City Hall: about moving things around and that sort of thing we need to do that he can help us do that with that individual to help us do that but I wouldn't.

414

01:06:44.100 --> 01:06:52.140

Cooper City Hall: want to delay hiring and public where my concern is and like I said, Mr Griffin is probably a great probably a better person I am.

415

01:06:52.710 --> 01:06:59.910

Cooper City Hall: I want, whoever gets hired if it'd be him to know the vision, because I want to terminate them when they don't follow the vision and what's going to happen when we don't have a vision.

416

01:07:00.330 --> 01:07:07.980

Cooper City Hall: And we change it on Commission of Greens gonna say that's not fair ED came in under thinking it was one job and you change it now So how do you hold them accountable.

417

01:07:08.280 --> 01:07:15.240

Cooper City Hall: So then i'm going to say here what's the problem and, in so I like I said i'm not saying we don't need a public works director.

418

01:07:16.500 --> 01:07:24.000

Cooper City Hall: I think we just need a little bit of a vision, because I want to know when I meet with the person I say listen if you don't you know, this is what you're agreeing to.

419

01:07:24.720 --> 01:07:30.570

Cooper City Hall: there's no way I would want somebody even if you guys vote the higher this gentleman right i'm gonna say, please.

420

01:07:30.900 --> 01:07:36.420

Cooper City Hall: don't relocate here yet let's get this vision, you may hate how we change the vision, I would I would.

421

01:07:36.750 --> 01:07:44.400

Cooper City Hall: i'm not going to be responsible for somebody moving and then we say hey you know our new focus is water and he goes I don't care about storm water, you know I mean.

422

01:07:45.270 --> 01:07:57.390

Cooper City Hall: People have their niches I want to make sure who we hire is buying into the vision we have and Commissioners router to your to your point I will, after I think Mr Napoli has already mentioned it.

423

01:08:00.360 --> 01:08:01.110

Cooper City Hall: here tonight.

424

01:08:02.130 --> 01:08:04.650

Cooper City Hall: He has heard this Commission, he has heard us.

425

01:08:06.570 --> 01:08:12.360

Cooper City Hall: speak about what we envision for this Community, as the.

426

01:08:13.530 --> 01:08:25.140

Cooper City Hall: As the individual that is supposed to execute that and lead that charge he is he I, and I can't put words in his mouth, but I certainly believe that he understands.

427

01:08:26.220 --> 01:08:37.380

Cooper City Hall: What we what the expectations that this Commission has and as a result of those expectations, he is bringing before this this Commission tonight, an individual that.

428

01:08:38.220 --> 01:08:50.010

Cooper City Hall: And i'm going to ask you, Mr Napoli Have you had an opportunity to speak with Mr Griffin with regards to the vision, the vision and the direction of this Community.

429

01:08:51.900 --> 01:09:01.170

Cooper City Hall: Well, I have based on the priorities that I that I that I know we have i've talked to them at length about revitalization and beautification about traffic coming.

430

01:09:01.800 --> 01:09:17.580

Cooper City Hall: That that we have issues with with traffic coming that we really do need a long term capital plan for for the city, so I I knowing what priorities that we have that the Commission is established i've spoken to them about, and so it.

431

01:09:18.720 --> 01:09:35.580

Cooper City Hall: And no uncertain terms, he has he has articulated to this gentleman the path that this city is currently on based on the input that we have provided him, and this is his recommendation, but we haven't we haven't, but this is his vision share that this is this has been his.

432

01:09:36.900 --> 01:09:46.500

Cooper City Hall: If we're talking about vision folks I hope it's not lost again we have been and our own certain what we have been communicating.

433

01:09:46.920 --> 01:09:56.580

Cooper City Hall: With Mr Napoli the vision what we envisioned for this community we have talked about it, the aesthetics, we have, we have the five of us have set up here.

434

01:09:57.210 --> 01:10:01.800

Cooper City Hall: and sit and said here is what we are looking for here is our expectations.

435

01:10:02.220 --> 01:10:11.820

Cooper City Hall: We haven't we haven't called the division, but that's exactly what we have been articulating communicating with Mr Napoli the vision, as we move forward in this committee.

436

01:10:12.300 --> 01:10:22.980

Cooper City Hall: In this community we have we have communicated that with the for us to say that we don't really know what the vision of this community is and we talked about it all the time I don't know I don't get that.

437

01:10:24.270 --> 01:10:30.390

Cooper City Hall: use a different word Jeff it's not vision its priorities and it's a beautification it's the maintenance.

438

01:10:30.960 --> 01:10:37.230

Cooper City Hall: Those are priorities but also mayor mayor those you're absolutely right, those are priorities.

439

01:10:37.800 --> 01:10:46.410

Cooper City Hall: But those priorities also that's the vision that you have, for your Community I don't say no, I mean we we call the priorities yeah it's already been kind of.

440

01:10:46.860 --> 01:10:56.370

Cooper City Hall: visit we had a we had a meeting in January, where we individually all said what was important to us, we never had any of those points to refine and brought back on us, so we could vote as a group.

441

01:10:57.990 --> 01:11:07.560

Cooper City Hall: i'm expecting something of a report a presentation, this is the vision of the city here's where you will be five years from now 10 years from now, this is the plan.

442

01:11:07.980 --> 01:11:14.880

Cooper City Hall: Your question, there is that that that's what the strategic plan is that you're reaching out to.

443

01:11:15.600 --> 01:11:25.590

Cooper City Hall: So let me understand we don't have it yet right so we're reaching out we're in the process we're reaching right but we don't have one yet like no that's how you do it Okay, but we don't have one yet mile correct.

444

01:11:26.790 --> 01:11:29.790

Cooper City Hall: We don't have one yet can we can we.

445

01:11:31.980 --> 01:11:41.250

Cooper City Hall: Not elevate I can escalate that the vision of this department and maybe a bait this decision until we have that that decision.

446

01:11:42.420 --> 01:11:48.720

Cooper City Hall: You know, in one breath, you were saying let's Russia, you know, doing the accounting.

447

01:11:49.230 --> 01:11:56.340

Cooper City Hall: So that we can not miss a beat and here we've got a and i'm trying to focus on the most, and that is a qualified candidate.

448

01:11:56.910 --> 01:12:04.410

Cooper City Hall: And that is one who will which car which cars are going to drive they don't which which via qualified candidate for one.

449

01:12:04.950 --> 01:12:14.370

Cooper City Hall: We don't know what that the vehicle he's driving is going to look like, yet the vehicle should have been defined before we sat here tonight you know I mean there's difference between a racecar driver in a in a.

450

01:12:14.880 --> 01:12:19.050

Cooper City Hall: You know truck driver right and we're not really sure what that what they're driving yet.

451

01:12:19.770 --> 01:12:33.900

Cooper City Hall: And i'm not saying we do know what they're driving Commissioners router we have we've had a well established public works department in this city from forgot longer than you and I probably been in this Community, we know that yeah but.

452

01:12:34.860 --> 01:12:45.870

Cooper City Hall: let's build on it yeah no offense but it's not it's not all about what we've done in the past, I absolutely because we have talked about a new I absolutely a new Commissioner melter I absolutely agree with you say that.

453

01:12:46.650 --> 01:12:53.520

Cooper City Hall: We have also talked about Commissioner Meltzer at knobs and you have talked about the the sterling road for.

454

01:12:54.120 --> 01:13:06.930

Cooper City Hall: Since you've been up here from day one we're not that well that it's a process what Commissioner porcine in his predecessors and now Commissioners router is on the mpl and mayor you we I know we kid about.

455

01:13:07.680 --> 01:13:20.550

Cooper City Hall: What the funding that's coming oh it's coming it's coming it's coming so it's Christmas we had to we had to put we had to put forth a plan, we had to have a plan in place with the mpl a vision, if you will.

456

01:13:21.120 --> 01:13:34.530

Cooper City Hall: With the mpl in place so that we can get on the list to if the if the money's ever come to Cooper city, we would already have something in place all i'm saying to you is that we need to continue that.

457

01:13:35.580 --> 01:13:42.360

Cooper City Hall: That train of thought that path i'm not looking back i'm moving i'm looking forward, we need to continue that train of thought.

458

01:13:43.170 --> 01:13:51.600

Cooper City Hall: And I believe that Mr Griffin would be a vital resource asset in furtherance of that that's all i'm saying again we're hiring.

459

01:13:52.410 --> 01:14:04.410

Cooper City Hall: we're hiring the people before having a plan miss Williams told me, but I don't think, Commissioner, I don't I don't see what what you're saying without without a plan.

460

01:14:05.550 --> 01:14:19.620

Cooper City Hall: We have a public works department, we have a lot of things that need to be done we're waiting for a vision we're waiting for the plan, but waiting like we hired a company to do a job waiting for them to do a job for deliver the product to us.

461

01:14:20.580 --> 01:14:27.360

Cooper City Hall: I don't care what the product will say, maybe the product will say no they're not included this the city will look different the city.

462

01:14:27.750 --> 01:14:34.440

Cooper City Hall: will be a different city I don't know what the I don't know what those proposed to us, but I don't we wait for.

463

01:14:34.740 --> 01:14:41.640

Cooper City Hall: Total, the proposal because we need a public works director, now we have not had a public works director there's a lot of things.

464

01:14:41.910 --> 01:14:47.400

Cooper City Hall: That this city needs the vision is going to establish where this city needs to be in five and 10 years.

465

01:14:47.640 --> 01:14:56.490

Cooper City Hall: Where you're going to need a public works director now we're going to need one five years from now we're going to need 110 years from now, I don't see why we would delay the.

466

01:14:56.970 --> 01:15:03.960

Cooper City Hall: selection of a public works director, that we need right now we have a public works department, we need a director, why we delay it.

467

01:15:04.680 --> 01:15:10.860

Cooper City Hall: waiting on the vision for the city, because at the end of the day, we're still going to need a public works director.

468

01:15:11.190 --> 01:15:18.720

Cooper City Hall: And I don't think the vision is going to impact the need for a public or so rarely though that that that not necessarily you because.

469

01:15:19.380 --> 01:15:26.550

Cooper City Hall: i'm in you're probably right, but not necessarily when I look at some public works it's they're doing refuge.

470

01:15:26.850 --> 01:15:34.200

Cooper City Hall: they're doing other thing i've shown the word public works is drastic, some of them pretty much have just public works which is their version of utilities.

471

01:15:34.620 --> 01:15:42.300

Cooper City Hall: But and so understand i've always told you from day one, I don't quite understand what the vision of that department is and so.

472

01:15:42.840 --> 01:15:50.100

Cooper City Hall: In in when this came up again, I told you hey I think we really should be looking at how it's going to be.

473

01:15:50.790 --> 01:15:58.830

Cooper City Hall: The department's going to look so it's not like we waited you know and we're springing this on you, I kind of feel like maybe this was pushed a little more.

474

01:15:59.160 --> 01:16:07.080

Cooper City Hall: Because your vision is not what you think my vision is going to be no, it has nothing to do with that question, I need we have a public works department.

475

01:16:07.380 --> 01:16:13.590

Cooper City Hall: We have a lot of things that need to be done both near term long term strategic has nothing to do we do with that.

476

01:16:14.220 --> 01:16:29.730

Cooper City Hall: we've been trying to hire public works director for for quite a while now, and if we wait where that means if we wait till after the strategic plan is done, which is, I think, in September or October.

477

01:16:30.930 --> 01:16:40.800

Cooper City Hall: it's going to be and then we're still going to need a public works director, so I don't I don't think that we're putting the cart before the horse, why, why do we have to wait why can't we.

478

01:16:41.640 --> 01:16:48.180

Cooper City Hall: Do like I like I wanted to do before this item came up and have a discussion on this department.

479

01:16:48.870 --> 01:16:57.990

Cooper City Hall: And then we tell Mr Griffin hair, do you buy into this vision and he says yes, and then you know I think he could be part of that process that's what my problem is.

480

01:16:58.830 --> 01:17:03.870

Cooper City Hall: I don't think he will, I think he understands that there may be some some changes and.

481

01:17:04.530 --> 01:17:12.300

Cooper City Hall: And let's be realistic, though we can't we, I mean we can offer someone a job we change my job on I mean they moved from Tampa you know yeah.

482

01:17:12.780 --> 01:17:29.730

Cooper City Hall: But you know I think you all look at it completely different than I do, I have to run the city not under your direction, I have to have a public works director that I can work with on the priorities that I know that need to be done, and I think.

483

01:17:31.710 --> 01:17:46.020

Cooper City Hall: You need to give me the opportunity to have a public works director he can't out into the future, regardless of what our vision is we're always going to need a public works director, we need one now and and and so i'm just asking you to please.

484

01:17:48.570 --> 01:18:00.960

Cooper City Hall: bear with me for a moment you can't ask him to do his job without proper support and and i'll give you the same line, Commissioner, that you gave me hey just try it, it might work.

485

01:18:02.730 --> 01:18:10.710

Cooper City Hall: And you know you know what's going to work where it's going to work is the new set of eyes that are on the department, who knows he may deem it.

486

01:18:12.180 --> 01:18:23.670

Cooper City Hall: know, and I, I had a nice conversation with Mr Griffin a couple of weeks ago and we talked about beautification We talked to a revitalization and we talked about speed calming traffic calming we talked about a myriad of other issues and.

487

01:18:25.320 --> 01:18:32.580

Cooper City Hall: He checks off all the box he does and and I don't want to wait, because a gym and I know you did you say.

488

01:18:32.940 --> 01:18:43.320

Cooper City Hall: I forget which one Joe so let me say, Jim like him is not going to be easy to find if we don't scoop it up, now that that's an easy thing to always say right.

489

01:18:44.310 --> 01:18:48.690

Cooper City Hall: The reality is, we don't have the vision as department, we simply don't.

490

01:18:49.050 --> 01:18:59.340

Cooper City Hall: It we have we have, if you look right here you're talking about one change making parks parks and REC like everywhere else in the world, and you would have half the staff missing.

491

01:18:59.940 --> 01:19:10.470

Cooper City Hall: That that's just the reality is still require you to 10 people left Ryan, you still require a director I don't require director over mechanic I don't require director over Jeanette.

492

01:19:11.400 --> 01:19:16.680

Cooper City Hall: I just not something I require them and then, I guess, we have to specialist but no offense somebody's got to be running the ship.

493

01:19:17.070 --> 01:19:23.940

Cooper City Hall: Right and and the wreck, but you have 10 people running the ship no but you could have you could have you know the arborist can be under the Community development.

494

01:19:24.630 --> 01:19:35.160

Cooper City Hall: who's going to review, let me ask you who's going to review the need, if you will, for all those people, what if the director, the new Director coming in actually evaluates and says hey.

495

01:19:36.330 --> 01:19:45.510

Cooper City Hall: i'm not disagreeing with you guys i'm just saying, the plan is not there if somebody asked me Okay, if I if I tell me everything public works does.

496

01:19:46.020 --> 01:19:55.170

Cooper City Hall: I guarantee, no one could give me a stranger can tell me everything public works does so, and and to your point Commissioners router and I, and I absolutely here yeah.

497

01:19:56.340 --> 01:20:04.350

Cooper City Hall: to your point, all the more reasons why we need to have someone a public works director to come in.

498

01:20:05.100 --> 01:20:21.600

Cooper City Hall: After listening to after working with this Commission, working with the city manager now puts forth a vision, a plan for that department and and i'm gonna piggyback on what mayor Ross just said he may come in and have an opportunity, once he knows.

499

01:20:22.950 --> 01:20:31.170

Cooper City Hall: The direction of this Community, and I think he knows it already he's going to put forth a vision for those folks that are in that in that department.

500

01:20:31.530 --> 01:20:43.350

Cooper City Hall: And they will know exactly what that vision is for that department, as it relates to the overall vision of this community and I truly believe that's what we that's what we need to have.

501

01:20:43.980 --> 01:20:54.540

Cooper City Hall: In that deployment having Having said that, in his give me Does anyone here from which the know hearing hearing is dying off, we have to actually listened to his word, what do you do you want.

502

01:20:55.260 --> 01:21:03.000

Cooper City Hall: Do you want him to get up to the podium does that make Commissioner Commissioner Schroeder, I think it makes very valid points and oh it's not.

503

01:21:03.810 --> 01:21:14.610

Cooper City Hall: Talk about planning, we talked about planning every meeting and we still don't have a plan well working on a plan and we're doing the right thing we're working on the plans, yet we rush no.

504

01:21:15.270 --> 01:21:27.120

Cooper City Hall: rush to make decisions can we can we before having a meeting we put this on next meeting to discuss the public works vision, because I can tell you not people cannot really tell you exactly what polar bear bear with me for a moment, because.

505

01:21:27.540 --> 01:21:50.220

Cooper City Hall: The analysis is just hit me Max you are asking and love the idea, as we all did and thank Joe for the strategic planning we haven't had one I don't know ever and so now you're using the fact that he has established it against them because it's not finished well it's not.

506

01:21:55.980 --> 01:22:08.880

Cooper City Hall: My January meeting, no, no hold on Mr Mayor why you're saying against him, because this is not against what you're saying i'm saying we have to plan, let me finish our decision we have to be thoughtful Let me finish you.

507

01:22:09.900 --> 01:22:14.700

Cooper City Hall: know you shoot from the hip oh no I do it after analysis.

508

01:22:15.930 --> 01:22:25.920

Cooper City Hall: hip did you meet with him, this is the residence i'm sorry Monday with him he's probably fine gentlemen, is it has nothing to do with him.

509

01:22:26.520 --> 01:22:35.790

Cooper City Hall: it's him he's he's okay i'm sure he's okay with you sure, has to do with your homework, I did part of me because we're talking about has to do with the department.

510

01:22:36.210 --> 01:22:41.970

Cooper City Hall: position Okay, I trust you, it has to do with the plan, if you had concerns about the position.

511

01:22:42.570 --> 01:22:51.570

Cooper City Hall: I didn't see you putting it on the agenda anytime before this well that's not true, I brought it up multiple times I have been working on the plan aren't we.

512

01:22:51.960 --> 01:23:02.910

Cooper City Hall: that's so let me get back to the strategic plan you're using that against him i'm not a huge advantage anyone, let me just finish the water point of water.

513

01:23:05.070 --> 01:23:06.180

Cooper City Hall: are incorrect.

514

01:23:07.980 --> 01:23:15.480

Cooper City Hall: Actually, a director, you have correct I am so here, he comes up with a strategic plan, we all know that it's in the middle of the process.

515

01:23:15.720 --> 01:23:25.830

Cooper City Hall: And the process is we're asking all the residents and Cooper city to come to the town hall meeting to go on on the virtual meetings and to give their opinions as to their visions.

516

01:23:26.070 --> 01:23:38.040

Cooper City Hall: There is no visions, other than everyone wants the same thing which mayor, I ran based on a plan hell ran on the city and the plan so two years ago, I guess, I said.

517

01:23:39.360 --> 01:23:42.180

Cooper City Hall: Okay, so so that wasn't a tough thing.

518

01:23:44.940 --> 01:23:51.840

Cooper City Hall: laughing, let me just continue that you're literally trying to tie the hands of your city manager.

519

01:23:57.840 --> 01:23:58.770

Cooper City Hall: he's laughing.

520

01:24:00.090 --> 01:24:13.920

Cooper City Hall: Okay, so he came up with a great idea we're in the process of doing it this gentleman can actually help us complete it doing analysis tell us what's needed what changes.

521

01:24:14.430 --> 01:24:22.830

Cooper City Hall: structurally should be should be done within the department So what do you got on this guy, how do you get them to come in here and advocate because i've got the vision.

522

01:24:24.420 --> 01:24:39.000

Cooper City Hall: that's What matters, and Commissioner Ross to your point it's not only mere Ross has division, gentlemen, we all have the vision, we want the same thing right, we want the same thing.

523

01:24:39.540 --> 01:24:50.790

Cooper City Hall: And we need to be able to equip our city manager, to help us execute what we all want, I think that we all want the same thing we might be saying it differently, I know we're passionate about it.

524

01:24:51.210 --> 01:25:03.480

Cooper City Hall: But at the end of the day, we want the same thing, and that is for this Community to be the very best that it can be moving forward and MIT and Mr Napoli.

525

01:25:04.500 --> 01:25:15.870

Cooper City Hall: recognizes that recognizes that in order to do that we need to have this gentleman to come in and to be a part of that and to support that moving forward.

526

01:25:17.730 --> 01:25:18.870

Cooper City Hall: What about this.

527

01:25:20.700 --> 01:25:36.630

Cooper City Hall: To where we can't use the peanut gallery What about this, can we can we just a bait this a month in discuss that vision, where can we bring them on as that contractor for that vision for the one month I didn't just do not want to hire someone full time.

528

01:25:37.740 --> 01:25:44.520

Cooper City Hall: and have a relocate when we could be transferring the mission of fraud, if I can, if I can just bring to your attention.

529

01:25:45.630 --> 01:25:58.290

Cooper City Hall: Several months ago we hired two full time CSA is to provide 24 hour service lobby service in our Community when.

530

01:25:58.860 --> 01:26:09.990

Cooper City Hall: And he's not here he's not here to talk about it when the the district Captain said hey there are some other options alternatives that we can have in its place.

531

01:26:10.500 --> 01:26:24.720

Cooper City Hall: to determine if that is warranted in this Commission hire those two So if you because we develop policies Oh, I get I hear what you're saying, Commissioner shouter I hear that I hear what you're saying.

532

01:26:25.950 --> 01:26:35.640

Cooper City Hall: That lobby was not open had not been opened the 10 years that i've been on the day is, we have had a we've had a we've had a public works department in place.

533

01:26:37.680 --> 01:26:45.210

Cooper City Hall: For as long as you and i've been here all i'm all i'm saying is that gentlemen, we have to make sure, just like we did with.

534

01:26:46.170 --> 01:27:04.950

Cooper City Hall: Miss bridgeman the ul ask the questions with miss bridge which with miss bridgeman the people that we're going to hire is that going to be sufficient enough for her to carry out what we are articulating we're doing the same thing with hiring of public so.

535

01:27:06.270 --> 01:27:13.050

Cooper City Hall: Basically, are we going to be okay, with no leadership there, so let me for a little bit, let me explain something to you Okay, when we have.

536

01:27:13.740 --> 01:27:23.700

Cooper City Hall: What year did you start here timmy 1993 93 Okay, what about Jeanette where does she see these 2000 she's 20 something years and she's like twice a year okay.

537

01:27:24.180 --> 01:27:32.580

Cooper City Hall: How about rolling i'm going to the supervisors of this department rolling rolling I believe we're all is almost he might be 20 years 20 years okay.

538

01:27:33.000 --> 01:27:37.260

Cooper City Hall: i'm diane and and the other one dawn they've been here.

539

01:27:38.190 --> 01:27:49.080

Cooper City Hall: 2020 plus yeah you could bring in the best leader in the world, and they couldn't change these people in a month because these people have all been doing their jobs and their roles for 20 years.

540

01:27:49.500 --> 01:28:02.490

Cooper City Hall: With a one month is not going to make a department crash, we could not get we couldn't you know if we wanted to bring in 15 directors and tell him that he's got to unlock the gates, I still find gates locked you know what I mean we're not going to change we're not going to.

541

01:28:03.570 --> 01:28:16.170

Cooper City Hall: it's not like we're have this critical issue that if we don't put someone in right away that it's going to crash, I mean it was how many years it would take to get to deprogram TIM from doing what he does, you know that is.

542

01:28:17.460 --> 01:28:25.770

Cooper City Hall: That those individuals, the things, and this is my point and why we need a good strategic leader in public works now.

543

01:28:26.130 --> 01:28:33.420

Cooper City Hall: it's not the things that are being done it's the things that are not being done and have not been done, and we need and that's.

544

01:28:33.750 --> 01:28:43.050

Cooper City Hall: Why, I brought in Steve unfortunately he left early but I brought in Steve because I knew he's going to do the things that are not being done, why we are.

545

01:28:43.500 --> 01:28:55.350

Cooper City Hall: In this unfortunate situation of our revitalization beautification and a lot of things just have never been done so it's those big strict, I mean we've been dealing with rude intrusion, for how long but we've never developed a long.

546

01:28:56.160 --> 01:29:06.720

Cooper City Hall: we've been took people have been complaining about traffic forever, but no plan has ever been put into place you're 100% right all of those things that haven't been done, we need a leader now.

547

01:29:06.990 --> 01:29:13.440

Cooper City Hall: I need a leader, now that, because we have a lot going on in this city a lot going on in this city.

548

01:29:13.860 --> 01:29:21.900

Cooper City Hall: And we need someone in there now to pick up where TIM has led us through a great time, but we need to do those things that we haven't been doing.

549

01:29:22.200 --> 01:29:33.390

Cooper City Hall: that we need to be doing i'm very concerned not very concerned but i'm very I want to make sure that we are grants that we're matching our grants to our capital program not just.

550

01:29:33.840 --> 01:29:46.740

Cooper City Hall: In the near term but, in the short term, I want to make sure we're doing that I want to get our traffic coming plan that we brief to you, I want to get that rolling so that we are actually doing those things I want to make sure that.

551

01:29:47.910 --> 01:29:54.720

Cooper City Hall: Our our systems in place now what what Steve did there was never anything like this done.

552

01:29:55.230 --> 01:30:05.430

Cooper City Hall: With public works, they do a lot of things and I agree, Tim Jeanette and rob and and enrolling all do great things, but no one ever brought anything together.

553

01:30:05.730 --> 01:30:13.950

Cooper City Hall: and developed a timeline on how they were going to get everything done that they were doing and aren't doing, and so I don't really want to wait.

554

01:30:14.340 --> 01:30:18.660

Cooper City Hall: Because if we do this for another month we're still going to need a public works director.

555

01:30:18.870 --> 01:30:25.140

Cooper City Hall: yeah and I think that all those thing with venture Oh, I just want to have all those things you mentioned, I want to have that meeting, where we say.

556

01:30:25.320 --> 01:30:30.510

Cooper City Hall: Look, this is what we need to do that's the vision, we need to do this, we need to, we need a public works that emphasizes more.

557

01:30:30.990 --> 01:30:34.680

Cooper City Hall: MPA oh that's just what I want to know what we're doing our vision.

558

01:30:35.310 --> 01:30:40.710

Cooper City Hall: And then, our director is going to say hey, this is the vision you've been this is what you deliver on.

559

01:30:40.890 --> 01:30:51.630

Cooper City Hall: But I believe everything that you're talking about has been prioritized already we've talked about the tree intrusion, the problem with the trees we've talked about traffic common we've spoken about in PO we've spoken about grant writing.

560

01:30:52.920 --> 01:30:57.000

Cooper City Hall: None of them have been probably spoken about beautification revitalization.

561

01:30:57.960 --> 01:31:10.050

Cooper City Hall: yeah but those we spoke about concepts we've never brought them back and prioritize them but they're all happening now, I think we're I think we're just trying to say and don't make you put words in your mouth is, when the strategic plan is presented.

562

01:31:10.830 --> 01:31:14.400

Cooper City Hall: After getting input from all the shareholders and the Community, including the Commission.

563

01:31:15.330 --> 01:31:20.460

Cooper City Hall: And the residents, then we're going to have our priorities in place, I don't know why we couldn't wait a month.

564

01:31:21.240 --> 01:31:29.460

Cooper City Hall: At the park nothing's you could not change that department in a month, it could not a question of changing the part but there's things that need to be nice and you may not be wrong.

565

01:31:29.970 --> 01:31:45.930

Cooper City Hall: No there's no way the average person there is like 20 something years I mean this would take a miracle to change them and give them vision overnight well is to get things rolling that need to be to be done and i'm talking about both like a near term industry teaching sense I and.

566

01:31:47.550 --> 01:31:55.410

Cooper City Hall: and obviously still going to need a refundable if rational record owner lives in person, you know it's not we're still going to need to public works director in a month and.

567

01:31:56.670 --> 01:32:13.680

Cooper City Hall: And maybe will then have to go out again with another advertisement and and take that that time, but I just I would just would hope that there was an option to advertise it why can't we a bait and just how are you making that most things right now have emotion emotion emotion, to table.

568

01:32:15.270 --> 01:32:15.870

Cooper City Hall: If I may.

569

01:32:17.190 --> 01:32:26.850

Cooper City Hall: sounds like i'm hearing, be a motion to differ, if you wanted to table the item, it would take separate action the Commission to take it off the table, if you want to defer it for a month or two a specific meeting that would be appropriate motion.

570

01:32:29.220 --> 01:32:30.750

Cooper City Hall: Motion for.

571

01:32:31.890 --> 01:32:44.640

Cooper City Hall: Could we do it to meetings could we have one meeting My only concern about, that is, again, this is about priorities, and this is about resources, and this is about staff time we're we're in a pretty intense period right now.

572

01:32:45.660 --> 01:32:57.630

Cooper City Hall: And hurricane where we need an emergency manager, which is the public works director, but we're also heavily involved, of course, budget but we're heavily involved in potential.

573

01:32:58.140 --> 01:33:08.970

Cooper City Hall: vso transition and we're under a very tight timeline so that's a significant undertaking and takes a lot of time and analysis and so now we're going to.

574

01:33:10.680 --> 01:33:20.850

Cooper City Hall: It within a month determine how we're going to restructure public works and how are we come to a conclusion on that, again, I mentioned that the idea of just as you have simply moving.

575

01:33:21.780 --> 01:33:34.470

Cooper City Hall: parts to recreation may not be a good idea, because we're taking it away from a lot of synergies within public works, but the expertise of the individual who understands the maintenance and facilities maintenance and then can.

576

01:33:36.030 --> 01:33:39.120

Cooper City Hall: Synergies out with everything else that we're doing from a.

577

01:33:40.110 --> 01:33:47.970

Cooper City Hall: Public Works perspective and there's so many things that are complemented when you have those people in when when department, so not everybody.

578

01:33:48.330 --> 01:33:58.830

Cooper City Hall: Has a parks and recreation department combined and if they do the maintenance of the parks is not necessarily with the parks and REC department it's still is, with public service.

579

01:33:59.190 --> 01:34:07.470

Cooper City Hall: Public Works or in a capital improvements department so it's not like just because we say parks and REC that the maintenance window, no.

580

01:34:08.160 --> 01:34:16.620

Cooper City Hall: Longer a suggestion i'm not under recreation I just offered a suggestion, what I would I would, I would like to actually do is.

581

01:34:17.070 --> 01:34:26.430

Cooper City Hall: evaluate it you always tell me, we need a plan I tell you let God do it right away, and you say Ryan, we don't need to do better, and I say Joe you invade Iraq right away so Ryan was a lot of planning.

582

01:34:26.640 --> 01:34:32.310

Cooper City Hall: We did we do this, once a once or twice a still not a leader, you still need so my whole thing is.

583

01:34:33.150 --> 01:34:40.620

Cooper City Hall: Why are you going on a Ryan route with this, I want I don't want to like right now we're going to do it, why don't you do a Joe route we gotta know I.

584

01:34:41.190 --> 01:34:52.800

Cooper City Hall: Would I mean I agree we need to analysis and planning, but we also need a public works director is it I think those are two that they're not because they're not exclusive you end up having a police department, the fire department.

585

01:34:53.280 --> 01:34:58.590

Cooper City Hall: A huge thing of public works is the fleet maintenance acquiring the vehicle so.

586

01:34:59.130 --> 01:35:08.250

Cooper City Hall: The scope of this job is drastically changed Steve Williamson was talking almost exclusively about taking stormwater over which would be a drastic change that he.

587

01:35:08.700 --> 01:35:17.700

Cooper City Hall: was talking about, that would be very, very long term and then probably not the best for this city what i'm saying the ladies depart I don't know if there's a right or wrong answer I just don't know that we have the answer.

588

01:35:18.000 --> 01:35:25.830

Cooper City Hall: That it out, if you think that the issue with waiting a month is losing the candidate will retain them as a consultant for a month that we make that decision.

589

01:35:27.570 --> 01:35:36.750

Cooper City Hall: Let them consult with us on the developing the vision of it, but at the end of the day I just hate to hire a director and have them relocate without the vision of the department.

590

01:35:37.680 --> 01:35:40.980

Cooper City Hall: And i'm sure the gentlemen will be happy to you know.

591

01:35:41.820 --> 01:35:49.350

Cooper City Hall: partake in the division of that division developing a division of that i'm not saying go for free family consultant, but I just don't want to.

592

01:35:49.740 --> 01:35:57.720

Cooper City Hall: hire somebody permanently before we know what that vision is going to be so it doesn't have to be into the world doesn't have to be hurricane.

593

01:35:58.140 --> 01:36:06.060

Cooper City Hall: That departments going to run status quo, yes, we will have a delay on starting the new things that we wanted to do things and it puts a lot of pressure on.

594

01:36:06.630 --> 01:36:15.270

Cooper City Hall: On people when you don't have a director of a department, I mean there's been an enormous amount of pressure on on TIM and and the rest of the staff because they haven't had a.

595

01:36:16.020 --> 01:36:27.600

Cooper City Hall: department director we've had to readjust our do and we we're doing emergency management, because the emergency manager is is the public works director, so it does put a lot of pressure on us, I.

596

01:36:29.010 --> 01:36:37.830

Cooper City Hall: When when you don't have your your department directors and i'm not against the director a director i'm asking that we just.

597

01:36:38.610 --> 01:36:51.210

Cooper City Hall: But what what some vision on what we're going to do, but would that would the decision be different, though, and after we get if we turn out that are that we're gonna we're going to come up with a storm water department that we.

598

01:36:51.960 --> 01:36:57.990

Cooper City Hall: Then I want if we turn out that we want to switch like Steve when some of saying we don't have these mid level manager so we're going to switch to.

599

01:36:58.410 --> 01:37:09.720

Cooper City Hall: Like more of a Western model where we're having all these things contracted out but we're we want people reviewing the contracts, but then I wanted director who's got experience in and more in the pyramid and contract management, so the specialty.

600

01:37:10.530 --> 01:37:15.150

Cooper City Hall: Like I said read his resume he's an engineer so that's really good for rates and stuff.

601

01:37:15.540 --> 01:37:23.130

Cooper City Hall: I don't think he's got anything to do with parks, not that I want them to because I well facilities mainline parts maintenance facility maintenance it's all it's all the same.

602

01:37:24.090 --> 01:37:36.360

Cooper City Hall: And then certainly the recreation director is not gonna have any of that expertise in maintaining the partner so i'm just asking that we do a little bit of a vision on on the department, it could be with the gentlemen.

603

01:37:36.900 --> 01:37:42.510

Cooper City Hall: wicked wicked wicked Pam first time we can fly man whatever I just don't want to permanently hire somebody.

604

01:37:42.990 --> 01:37:50.670

Cooper City Hall: and give them a go in and change their mission and a month or so and everything i've learned from you, Joe, as you say plan plan plan.

605

01:37:51.270 --> 01:38:01.320

Cooper City Hall: Today you're acting like me and i'm acting like you know i'm not we can plan, but we also need to public works director and I, you know I rattle off a list of things that we need to be doing that.

606

01:38:02.370 --> 01:38:08.400

Cooper City Hall: That we need public works director to do, plus plus leave the door plus all sorts right and not your opinion, what do you.

607

01:38:10.890 --> 01:38:21.180

Cooper City Hall: Think you're losing sight of what is on the agenda to simple motion what because I asked for it to something else Okay, but, but what amazes me just one last thing is is.

608

01:38:21.690 --> 01:38:32.370

Cooper City Hall: Permission sharjah Commissioner pulcini you say oh Joe selected him he's got to be good no problem because you're not questioning his decision making, no, no.

609

01:38:32.970 --> 01:38:44.190

Cooper City Hall: No, no, now what he says is decision making every day here's a guy when I want you to hire saying no I don't trust that decision I don't get it all right fine I don't I don't trust chose to say I read his resume resume it seems.

610

01:38:45.330 --> 01:38:53.490

Cooper City Hall: Like Commissioner Meltzer and they weren't This is our opportunity and public can you give me some some of your opinion on this year yeah absolutely.

611

01:38:55.320 --> 01:39:11.280

Cooper City Hall: Joe says he needs a public works director, I agree, I think we need a public works director, like the sign survey you you you you paid for that we didn't that's right yeah exactly I think we need to public works director we've had a we've had a lack of called the vote all about.

612

01:39:13.500 --> 01:39:15.180

Cooper City Hall: All about their.

613

01:39:16.200 --> 01:39:18.510

Cooper City Hall: decision, it is all about.

614

01:39:21.360 --> 01:39:32.640

Cooper City Hall: brian's, no, no, we want to know the boat is on the original no second to the most time on the boat on the original motion to approve, although comm slash router mode.

615

01:39:33.120 --> 01:39:39.660

Cooper City Hall: I moved to defer it was no second because Jacob can explain what he what I wanted to say you interrupted them.

616

01:39:40.350 --> 01:39:47.220

Cooper City Hall: So I moved to defer point of point of older white border Commissioners route and made a motion, there was no second to the motion.

617

01:39:47.820 --> 01:39:59.370

Cooper City Hall: Another one, but you can refer to that okay well motion to table, then, if you want to be like that i'll do that you have a second to table here, no second is all about.

618

01:40:00.930 --> 01:40:13.110

Cooper City Hall: So I didn't hear back you gotta talk, I can talk louder ball about on the most unique table Krishna shouter yes mission or Meltzer know missionary puccini vishnu green know may Ross know.

619

01:40:14.580 --> 01:40:16.320

Cooper City Hall: All about on the original motion.

620

01:40:17.490 --> 01:40:25.350

Cooper City Hall: Commissioner shutter Yes, Commissioner Meltzer Yes, Commissioner puccini no question again, yes, there is yes, and your mind to know.

621

01:40:27.900 --> 01:40:34.710

Cooper City Hall: Right, you can do that 323 Thank you very much, congratulations.

622

01:40:39.930 --> 01:40:40.320

Cooper City Hall: Thank you.

623

01:40:41.340 --> 01:40:44.850

Cooper City Hall: Some of us are more difficult than others it's not a reflection on you.

624

01:40:48.000 --> 01:40:48.750

Cooper City Hall: Welcome aboard.

625

01:40:50.130 --> 01:40:53.280

Cooper City Hall: I would like to make a motion to switch parts over direct.

626

01:40:54.480 --> 01:40:57.690

Cooper City Hall: it's not on the agenda, putting it on the agenda, the agenda.

627

01:40:58.980 --> 01:41:05.130

Cooper City Hall: we're moving on to Item number eight ordinance 21 days 20 Mr or one second.

628

01:41:05.730 --> 01:41:07.020

Cooper City Hall: Thank you need any mayor.

629

01:41:07.260 --> 01:41:18.750

Cooper City Hall: Commission ordinance 2120 is an ordinance the city of Cooper city Florida mending Chapter two of the CDS could have ordinances and title of administration mending article 10 entitled Cooper city procurement code, by creating section two dash 269.

630

01:41:19.080 --> 01:41:25.680

Cooper City Hall: To be entitled public private partnerships, establishing procedures for the submission, in consideration of unsolicited proposals in accordance with.

631

01:41:25.980 --> 01:41:32.520

Cooper City Hall: Section 255 zero 65 and Florida statutes find purpose and intent funding for definitions planning application fee.

632

01:41:32.850 --> 01:41:45.960

Cooper City Hall: Friday evaluation criteria point for codification fight for conflicts ever ability and providing for an effective date official do have emotions motion by Commissioner porcine second by second by Commissioner green principal Jamie.

633

01:41:47.430 --> 01:41:57.450

Cooper City Hall: Nothing I mentioned a great Thank you Mayra Ross Mr Vega good to just kind of provide for those that are here what this what this ordinance is going to do.

634

01:41:58.110 --> 01:42:14.520

Cooper City Hall: Absolutely man Commission, thank you for this opportunity this evening, this is an ordinance established process and procedures for the unsolicited proposals when private mode all the vote or what I do medical, then you move to call above the call of.

635

01:42:16.140 --> 01:42:18.960

Cooper City Hall: God move to call about callebaut.

636

01:42:20.280 --> 01:42:25.440

Cooper City Hall: Commission shutter yes, Mr Meltzer yes push your genius Krishna green yes.

637

01:42:26.520 --> 01:42:36.720

Cooper City Hall: Yes, and I want to thank you for bringing this up, because this happened, through the solid waste sporting group that we have with the county and there was a.

638

01:42:37.230 --> 01:42:54.180

Cooper City Hall: idea of hey we're going to be using so and so to do the work and it turns out that there was an unsolicited proposal which screwed everything up for us, but they handled it properly you're handling it ahead of time, so thank you very much, thank you very much.

639

01:42:55.980 --> 01:42:57.510

Cooper City Hall: wanted to city managers report.

640

01:43:00.660 --> 01:43:11.400

Cooper City Hall: Yes, Mr Mayor, in accordance with the an ordinance I submitted to budget transfers that were over \$10,000 um I sent those to you.

641

01:43:12.450 --> 01:43:21.060

Cooper City Hall: via email and it's also on the agenda tonight and they're there to let your transfers from contingency it within.

642

01:43:22.650 --> 01:43:26.580

Cooper City Hall: Within utilities for to merchants for two items.

643

01:43:33.960 --> 01:43:45.750

Cooper City Hall: I just wanted to let you all know, in a corn after this was discussed at the Commission meeting, and we did get a permit for a special detail for traffic control.

644

01:43:46.410 --> 01:43:59.400

Cooper City Hall: And they will start on August 1 will have a deputy that will be at high traffic times rotating between high hiatus pine island calm and Griffin.

645

01:44:00.000 --> 01:44:06.900

Cooper City Hall: And they'll be also be doing reports so that we can adjust accordingly as necessary well i'm sorry, could you go over that.

646

01:44:07.320 --> 01:44:23.490

Cooper City Hall: Which you're talking about schools, no, no, this is a special detail that belongs to us not be so it, but it is be so okay and it'll be for traffic enforcement and during the peak times okay five it's a three hour minimum but 538 30 in the morning.

647

01:44:24.840 --> 01:44:33.060

Cooper City Hall: five to eight in the evening and there'll be rotating based on these locations right now but they'll also be doing an.

648

01:44:33.720 --> 01:44:51.270

Cooper City Hall: A log so that we can analyze the best location Okay, thank you and the LP ours will add to that data in the sense of where to place the traffic enforcement in the future right okay right Okay, thank you, yes, and just on arpa again, we do not have a definitive.

649

01:44:52.290 --> 01:45:06.330

Cooper City Hall: time when we're going to get the money nor how much, but we think it's in the vicinity of 14 to 17 million we're being told that it'll probably be in the late August September timeframe that we get it from the state again since we're a.

650

01:45:07.320 --> 01:45:14.550

Cooper City Hall: city less than 50,000 people that it'll be coming through through the state, but we still have been meeting.

651

01:45:15.600 --> 01:45:22.140

Cooper City Hall: Our task force has been meeting to discuss the latest developments, the latest information we've had several questions.

652

01:45:22.470 --> 01:45:34.680

Cooper City Hall: On potential uses for projects that we that Jacobs offices helped us with and clarifying based on the guidance, that we have and we plan on giving a presentation at the next Commission meeting on the on the 27th.

653

01:45:35.130 --> 01:45:43.200

Cooper City Hall: On the overall process, plus some of the suggestions that we have for projects, obviously, for your ultimate approval.

654

01:45:44.850 --> 01:45:48.420

Cooper City Hall: And, of course, devastating manager hmm any bad news.

655

01:45:51.600 --> 01:45:56.310

Cooper City Hall: Well, we did have one individual and.

656

01:45:58.110 --> 01:46:12.780

Cooper City Hall: recreation of swim instructor who was positive, with cope it so we've had to suspend the classes until we get enough people to do the swan instructions can that should just be for a couple days how how How are they feeling.

657

01:46:13.350 --> 01:46:20.100

Cooper City Hall: they're feeling fine but, but they did they work tested positive she done the individuals tested positive.

658

01:46:21.150 --> 01:46:21.540

Cooper City Hall: Thank you.

659

01:46:22.980 --> 01:46:25.710

Cooper City Hall: All right, moving right on city attorney's report.

660

01:46:26.220 --> 01:46:36.000

Cooper City Hall: Just very quickly American mission, this afternoon, our office sent over a legal memorandum providing Mr brief update on senate bill 400, which was adopted this most recent legislative session pertaining to public records.

661

01:46:36.330 --> 01:46:41.400

Cooper City Hall: Of the Commission has any questions about that or the city clerk's office we have several more update memoranda coming.

662

01:46:41.610 --> 01:46:49.110

Cooper City Hall: To the Commission, to the city shortly and i'll provide some additional updates with regards to the most recent legislative session that's all I had this evening, thank you, and of course the city attorney.

663

01:46:49.560 --> 01:47:01.140

Cooper City Hall: Hearing none police chiefs report he's not here so we're going to go without that he can easily do it virtually yeah oh i'm sorry GP Giovanni, are you there.

664

01:47:04.110 --> 01:47:04.860

Cooper City Hall: Going once.

665

01:47:06.840 --> 01:47:10.440

19542434930: Going twice the evening mayor, you can you hear me.

666

01:47:11.400 --> 01:47:18.870

19542434930: Yes, Sir, how are you feeling i'm doing fantastic man just want to say, good evening man Commission city manager, Spanish and residents.

667

01:47:19.650 --> 01:47:29.370

19542434930: I did have a brief report to give you today, I did want to remind the residents, that the summer school session is still in place until July 29.

668

01:47:30.000 --> 01:47:41.850

19542434930: that's pioneer at 7:30am to 11:30am and embassy creek at 9:30am to 1:30pm and remind the residency important to watching those school zones for pedestrian safety and travel.

669

01:47:42.750 --> 01:47:52.980

19542434930: i'm in regards to our code enforcement commercial Plaza initiative is moving forward with great success we have 45 location now compliance with our code initiatives.

670

01:47:53.520 --> 01:48:01.470

19542434930: 21 locations that have received a notice of violation bookmark appointments, this is three more additional and compliance, since the last report.

671

01:48:02.040 --> 01:48:13.320

19542434930: And we have eight more plazas that are scheduled for the magistrate on August 4 one of those plazas which I know will be important to commission is a wine garden embassy Plaza.

672

01:48:14.490 --> 01:48:20.070

19542434930: On the July 7 magistrate hearing we actually had four classes that were found to be in violation.

673

01:48:21.270 --> 01:48:27.480

19542434930: And they were given 30 days to comply, and so we will follow up in 30 days to ensure that there are components.

674

01:48:28.230 --> 01:48:36.090

19542434930: And regards to the code enforcement to be wise sweet coming up, but then beyond the last week or two lines, I want to get a residency for warning.

675

01:48:36.600 --> 01:48:48.900

19542434930: That we will have a team in place during a code enforcement sweep on the last week to line looking at a wide variety of issues in the city and targeted enforcement to include commercial vehicles.

676

01:48:49.620 --> 01:48:56.880

19542434930: i'm happy and pleased to let you know that my team has been working with the city to get a preemptive start on the next phase of.

677

01:48:57.600 --> 01:49:08.970

19542434930: The city's purification process which of the thoroughfares and the beautification of them, and regards to code that's dealing with these two ways on the maintenance of the trees and of the sidewalks.

678

01:49:09.720 --> 01:49:16.590

19542434930: So my team has been working with the city and communicating with you two ways to ensure that with our process is being communicated in advance.

679

01:49:17.280 --> 01:49:29.760

19542434930: So that everybody has fair warning of the city initiative and directions, so that we can work towards compliance on that now that we have a commercial plazas and in our presence on stability.

680

01:49:31.560 --> 01:49:42.000

19542434930: also want to share with the condition this evening yeah she had a phone operation medicine cabinet event, with a great success, want to thank the public for coming out and supporting it.

681

01:49:42.660 --> 01:49:51.210

19542434930: We had over 17,000 pounds of paper and 10 hundred and 10 cars participating in that event.

682

01:49:51.870 --> 01:49:58.470

19542434930: Starting it was a great success and very pleased and was first hosted here and Cooper city, out of all the cities in Bergen county.

683

01:49:59.040 --> 01:50:04.950

19542434930: And I look forward to working with the Commission, especially you may or picking a future date that will be.

684

01:50:05.700 --> 01:50:13.890

19542434930: You know work well with the Commission in the city and residents last week, I have a vacancy still in the Community management specialist.

685

01:50:14.550 --> 01:50:24.810

19542434930: We are in the process of reviewing those 53 applications, we have Whittle them down greatly to schedule the human resources interviews and that concludes my report for tonight.

686

01:50:26.070 --> 01:50:42.150

Cooper City Hall: make any questions of the chief yes, I have questions, the first one is, if you are aware, do you know if we received or via serve receive the reimbursement for the sorrows from the school board, yet I believe they sent it to be so, and then be so sends it to us.

687

01:50:44.910 --> 01:50:58.980

19542434930: I do know that that was in place that \$9,000 for the servers PR and I can inquire to find out if that payment was received from the school board yet, but I do not know if it was received.

688

01:50:59.580 --> 01:51:00.990

Cooper City Hall: How much is it per one.

689

01:51:02.130 --> 01:51:03.060

19542434930: It was 9000.

690

01:51:04.740 --> 01:51:07.230

Cooper City Hall: Oh that's the summer, this is summer payment, I mean.

691

01:51:08.040 --> 01:51:09.810

Cooper City Hall: The overall used to be.

692

01:51:11.640 --> 01:51:12.060

19542434930: Okay, you.

693

01:51:14.610 --> 01:51:14.760

19542434930: know.

694

01:51:15.450 --> 01:51:25.650

Cooper City Hall: I think I think this year it was 60 yeah because we only receive 210 per bs in a but I thought we were supposed to receive some more because the school board had talked about increasing the amount.

695

01:51:26.850 --> 01:51:29.670

Cooper City Hall: yeah it was it was 600 I believe i'm.

696

01:51:31.260 --> 01:51:42.120

Cooper City Hall: pretty sure it's 60,000 per kind of course it depends on on where they're located Okay, so I just want to make sure we receive, whatever the updated accurate amount right and i'll check i'm pretty sure.

697

01:51:43.170 --> 01:51:47.760

Cooper City Hall: The other one is the the Charter schools we're going to be starting back up.

698

01:51:47.760 --> 01:51:49.260

Cooper City Hall: Soon, so I want to.

699

01:51:49.530 --> 01:51:55.050

Cooper City Hall: You know, get back out in front of that that's also in conjunction with Carlos is department, but with bso.

700

01:51:55.440 --> 01:51:56.190

Cooper City Hall: So we can make.

701

01:51:56.220 --> 01:51:56.850

19542434930: sure.

702

01:51:57.210 --> 01:51:58.020

Cooper City Hall: I would really.

703

01:51:58.230 --> 01:52:06.270

Cooper City Hall: Like the city to discuss with them before day one, to make sure, whatever plan, that is, they have is in compliance with their.

704

01:52:07.350 --> 01:52:09.420

Cooper City Hall: Their conditional use.

705

01:52:10.950 --> 01:52:17.520

Cooper City Hall: And then the other one for the chief is that the dispatch at the.

706

01:52:18.600 --> 01:52:23.250

Cooper City Hall: At the police department that Commissioner green reminds me of every meeting.

707

01:52:24.690 --> 01:52:25.980

Cooper City Hall: The CSA is I added.

708

01:52:27.450 --> 01:52:30.900

Cooper City Hall: The I think there's still a little confusion chief with.

709

01:52:31.710 --> 01:52:34.980

Cooper City Hall: The the call takers there.

710

01:52:36.060 --> 01:52:43.650

Cooper City Hall: I had another incident where I was driving down Griffin and a vehicle had I guess hit whatever and they were.

711

01:52:45.240 --> 01:52:53.040

Cooper City Hall: They broke down a big truck almost blocking all three lanes and I called the dispatch number.

712

01:52:53.550 --> 01:52:56.100

Cooper City Hall: And they didn't want to really.

713

01:52:56.160 --> 01:52:58.680

Cooper City Hall: Take any information they want to just floored me downtown.

714

01:52:59.370 --> 01:53:01.260

19542434930: And of course Davey police showed.

715

01:53:01.260 --> 01:53:14.670

Cooper City Hall: up before be so, and you know the delay again because David we happen to be driving by actually wasn't busy dispatch so I know the time before that, when we talked, you said you were going to work with a procedure.

716

01:53:16.230 --> 01:53:27.270

Cooper City Hall: I don't know that that that that procedure got know if you guys are still working on it, or what, but I think that some of those like disabled vehicle things they should be able to take those calls, especially.

717

01:53:28.500 --> 01:53:35.190

Cooper City Hall: Whether they jot it down and they called in themselves or whatever they want to do, I don't really want to just be forwarded.

718

01:53:38.850 --> 01:53:50.010

19542434930: I understand what I would like to do is, I would like to be able to get Ahold of you tomorrow get the information for this specific date and time so I can look into it and then i'll get back with you on that.

719

01:53:50.520 --> 01:53:52.950

Cooper City Hall: yeah it was like 10 minutes before I called you.

720

01:53:53.610 --> 01:53:55.620

Cooper City Hall: that's why I called you next day.

721

01:53:57.360 --> 01:53:59.640

19542434930: Okay i'll look into that for you, sir.

722

01:54:00.270 --> 01:54:08.130

Cooper City Hall: And I had a call back like again and I had to ask them to have the deputy call me because I wanted them to like it, this vehicle was pouring rain and somebody was going to.

723

01:54:08.880 --> 01:54:17.130

Cooper City Hall: You know hit again but yeah i'll send you the pictures and stuff it's just a you know it was there was almost no visibility, there was no, you know the.

724

01:54:17.520 --> 01:54:20.760

Cooper City Hall: Car usually like a 16 year old he hit a big.

725

01:54:20.820 --> 01:54:35.820

Cooper City Hall: he's big truck and it was disabled almost all three lanes and more cars were going to come and you hit it and i'm trying to ask the dispatcher acoustic you just tell the police to come over why you call it in, and you know, I think that.

726

01:54:37.620 --> 01:54:41.280

Cooper City Hall: We have to work through I know they can't dispatch live like.

727

01:54:41.310 --> 01:54:42.390

Cooper City Hall: really dangerous things.

728

01:54:43.170 --> 01:54:44.640

Cooper City Hall: To work through some of these things.

729

01:54:45.420 --> 01:54:47.790

Cooper City Hall: You have to meet up with the Charter for.

730

01:54:49.350 --> 01:54:50.790

Yes, I woke up i'll give them a call.

731

01:54:55.110 --> 01:54:55.470

Thank you.

732

01:54:59.070 --> 01:55:00.420

Cooper City Hall: Anything else captain.

733

01:55:01.860 --> 01:55:13.380

19542434930: know, I just want to want to thank those on the Commission were been checking on me and I won't fair and I, I truly appreciate it and I truly appreciate the city and every everybody support, so thank you have a greater.

734

01:55:14.370 --> 01:55:16.830

Cooper City Hall: Thank you to write to support.

735

01:55:21.240 --> 01:55:21.810

Cooper City Hall: Good evening.

736

01:55:22.380 --> 01:55:23.430

Cooper City Hall: The Commission.

737

01:55:24.390 --> 01:55:24.900

Mare.

738

01:55:26.190 --> 01:55:34.740

Cooper City Hall: it's just a couple of short the notes reference to fireside we did do a.

739

01:55:36.480 --> 01:55:42.030

Cooper City Hall: guess a police and fire Expo for the camp over here Community Center on the second.

740

01:55:43.680 --> 01:55:47.850

Cooper City Hall: went well, we had the hazmat team out here with them with our engines.

741

01:55:49.140 --> 01:56:00.960

Cooper City Hall: was about 5052 kids think they enjoyed it so that and I want to thank the the city for putting on the luncheon on the second.

742

01:56:02.160 --> 01:56:07.590

Cooper City Hall: The guys so that was nice they had a lot of fun so was nice for that.

743

01:56:10.200 --> 01:56:19.320

Cooper City Hall: you'll see our guys out there, working on hydrants and putting down road markers drove around, I see a lot of the blue reflectors that are missing.

744

01:56:20.700 --> 01:56:40.380

Cooper City Hall: So i've ordered extra I got about 600 of them so we're guys are out putting those down as they're doing the hydrants we do have accreditation and ISO coming up next year, so we're trying to get all of that stuff done this year and be ready for them starting next year.

745

01:56:41.820 --> 01:56:50.280

Cooper City Hall: Also, our platform is back in service went back and service yesterday but that's not the point right the platform that's the imitation.

746

01:56:52.530 --> 01:56:54.090

Cooper City Hall: that's the one to be right.

747

01:56:55.230 --> 01:57:06.630

Cooper City Hall: it's a it's our truck it's the one that's been assigned to us so it's it was out for a while they had to wait for some parts, but it's back in service.

748

01:57:07.800 --> 01:57:08.460

Cooper City Hall: it's not a coin.

749

01:57:11.790 --> 01:57:14.550

Cooper City Hall: And don't tell me equal to acquaint know.

750

01:57:16.800 --> 01:57:23.580

Cooper City Hall: What kind of and and i'll ask this of you, maybe, maybe tomorrow, you might be able to catch a sheriff around.

751

01:57:25.260 --> 01:57:28.230

Cooper City Hall: see what kind of a rebate that we're going to get on that.

752

01:57:29.460 --> 01:57:35.580

Cooper City Hall: Well, can you get us a can you guys buy us a coin yeah that's all chief if it were up to you, would you buy a sequence.

753

01:57:38.670 --> 01:57:42.810

Cooper City Hall: sure you know you have protection right there all I could do is send you back to make big bucks.

754

01:57:45.000 --> 01:57:47.850

Cooper City Hall: Right you're telling the chief bishops I don't buy as a client.

755

01:57:48.870 --> 01:57:57.930

Cooper City Hall: yeah if we're up to him why can't you be like him that's it will tell them what you can put the purchase order and i'll put one in right away, thank you very much.

756

01:57:59.250 --> 01:58:06.870

Cooper City Hall: Anything else, maybe you could sign it, we used to have our staff just signed contracts around they should just have you sign in for the sheer.

757

01:58:11.670 --> 01:58:13.560

Cooper City Hall: Tough crowd very tough crowd.

758

01:58:14.580 --> 01:58:17.700

Cooper City Hall: Anything else chief no nothing you know any questions in the chase.

759

01:58:18.780 --> 01:58:26.310

Cooper City Hall: Thank you very much and appreciate you being out there, the other night with the heat to the beat so everybody got to meet Mohammed.

760

01:58:26.790 --> 01:58:45.570

Cooper City Hall: Yes, yes and and I will stand corrected, thank you for reminding me, I will stand corrected I indicated in one of the meetings that I never met the man, and in fact at one of your functions in front of publix on Griffin I didn't fact meet him so it was my memory loss, thank you.

761

01:58:47.490 --> 01:58:47.910

Cooper City Hall: Thank you.

762

01:58:49.590 --> 01:58:53.400

Cooper City Hall: All right, moving on to the Commissioner, concerns to mention a green.

763

01:58:54.540 --> 01:59:05.520

Cooper City Hall: Thank you, my Ross just a couple of things, I wanted to publicly say thank you to be so for the July 3 the shredded on it was a tremendous success, I actually went through that line.

764

01:59:06.810 --> 01:59:17.730

Cooper City Hall: A lot of folks went through there are certain was out there patrolling the the movement of the folks coming through so I just want to say thank you to all the folks that made that a success.

765

01:59:18.300 --> 01:59:32.910

Cooper City Hall: And then, also for I want to make this Commission, aware and also Mr Napoli I spoke to him about this before, but wanted to just heat some praise on Mr Joshua roads, so I was at the.

766

01:59:33.840 --> 01:59:42.720

Cooper City Hall: Very quickly, I went to I was at the gym and josh had met me outside, as I was coming in, and he said hey, would you be willing to.

767

01:59:43.890 --> 01:59:54.300

Cooper City Hall: meet with meet with me with the resident she had some concerns, and I said, certainly, so we walked the walk the trail that 202.8 loop.

768

01:59:54.930 --> 02:00:09.210

Cooper City Hall: In rock creek and I said josh why don't you're not going to meet her an office, he said no Commission and she's, this is the time that she of the day that she's on a run and I told her that i'd meet her on the on you know, on the trail, and so I thought.

769

02:00:10.860 --> 02:00:22.710

Cooper City Hall: He went above and beyond, to do what was right for that resident, and I can tell you talking to her that day that made the world of a difference to her she's only been here since 2018.

770

02:00:23.880 --> 02:00:27.810

Cooper City Hall: And she said she was just very impressed with Mr Rhodes.

771

02:00:28.890 --> 02:00:34.770

Cooper City Hall: And our folks, and so I just wanted to publicly thank josh for doing that and then finally.

772

02:00:35.910 --> 02:00:37.080

Cooper City Hall: wanted to bring to you.

773

02:00:38.370 --> 02:00:46.410

Cooper City Hall: wanted to bring to your attention, so we had two individuals, Mr Adam hartman and Mr Dillon zach are both Cooper city residents.

774

02:00:46.950 --> 02:01:00.390

Cooper City Hall: graduates of Cooper city high school participated in our volleyball program over the years, two weeks ago, these two individuals participated in the you 19 trials volleyball competition.

775

02:01:01.170 --> 02:01:11.520

Cooper City Hall: that took place in Huntington beach California and they won the tournament as a result of them winning the tournament mayor, they were invited.

776

02:01:12.270 --> 02:01:21.360

Cooper City Hall: They are going to be taking part in the Nash, the international competition that's going to take place in Thailand and Sep tember.

777

02:01:21.900 --> 02:01:28.350

Cooper City Hall: So they're going to be two or four people that's going to represent the United States of America to have our very own.

778

02:01:28.680 --> 02:01:34.770

Cooper City Hall: Mr Adam hartman and Mr Dillon zach, and so I just wanted to publicly thank them and congratulate them.

779

02:01:35.220 --> 02:01:42.990

Cooper City Hall: for making a for representing not only the United States of America, but representing our small town here on a on a large scale.

780

02:01:43.470 --> 02:01:48.960

Cooper City Hall: that's all I have made thinking that and that is where they got their start playing volleyball right here and Cooper said yes, are they.

781

02:01:49.800 --> 02:02:04.650

Cooper City Hall: Selling several years ago, when we initiated the volleyball you're absolutely right they started they took part in that, and so they just some of the things that we did laid the foundation amen that's all I have, thank you man, thank you very much mentioned a book Jamie.

782

02:02:06.150 --> 02:02:09.720

Cooper City Hall: Thank you everyone have a great meeting, no matter how the meetings girls.

783

02:02:11.670 --> 02:02:13.110

Cooper City Hall: I think great team.

784

02:02:14.220 --> 02:02:17.520

Cooper City Hall: don't have to agree, we got to vote, we got to work on our voting bloc.

785

02:02:18.660 --> 02:02:21.180

Cooper City Hall: don't have to agree we don't have to win.

786

02:02:22.200 --> 02:02:33.030

Cooper City Hall: But we're looking for we have great discussions, and I think that great meetings member of the block if anyone wants, we do not want to put one thing on the next agenda.

787

02:02:33.930 --> 02:02:44.340

Cooper City Hall: or I don't know if it needs to be put on the agenda, I want to change the rfu formula, because this is a second time that i've been on a selection committee.

788

02:02:45.000 --> 02:02:51.900

Cooper City Hall: And within on the agenda part of me I think I put on for next agenda didn't know you did yeah it's for the next meeting I want.

789

02:02:52.680 --> 02:03:03.660

Cooper City Hall: Right it's a change of formula, where the price does not on totally change that is election, the second time it occurred, and I, I totally didn't like it, I want.

790

02:03:04.260 --> 02:03:11.400

Cooper City Hall: To tell a different kind of form and I were other companies still are in the in the in the bidding for the.

791

02:03:12.120 --> 02:03:25.860

Cooper City Hall: For the job even, even if the not the first the cheapest, but let me just an x on that isn't an rfp different than the rfu he meant for me to feel that that's why I said, are you.

792

02:03:26.610 --> 02:03:36.960

Cooper City Hall: Okay, are you meant rfp there is no form that's why i'm sorry wasn't an rf Q, we had one that's what we should have had, but no, we are not be okay, then the rfp just so I understand.

793

02:03:37.620 --> 02:03:51.450

Cooper City Hall: The the calculation of the pricing well i'm sorry i'm not get the calculation, I want the calculation, with the pricing to be calculated differently, and what I would like, if there's for.

794

02:03:52.770 --> 02:03:58.650

Cooper City Hall: For companies bidding for the for the for the for the job, I would like 1234.

795

02:03:59.910 --> 02:04:11.790

Cooper City Hall: The first company the cheapest gets for the next guest is on to the next one, to discuss the four so let's let's wait, I mean your agenda item and we'll discuss it Oh, we can.

796

02:04:12.540 --> 02:04:23.970

Cooper City Hall: Add whatever backup he wants to my item yeah we can we can discuss the details, I guess, their backup is remember the formula that we had it was based on 15 no but Jacob.

797

02:04:24.870 --> 02:04:35.850

Cooper City Hall: Jacob is well, no, I would just offer that you each procurement really should be looked at individually, because there may not be a one size but I had this happen, like wise how we come up with that formula.

798

02:04:36.090 --> 02:04:52.710

Cooper City Hall: It always every rfp or rf queue or competitive solicitation that goes out comes to this Commission and staff typically prepares those criteria based on the procurement that's being the formula, the secret formula that that Claudia yeah I don't know that method I don't know.

799

02:04:53.880 --> 02:05:05.280

Cooper City Hall: I want to know what goes remember it was like it was doubled the lowest price you got no points that negative for you right yeah yeah and that that's that's that's a traditional procurement.

800

02:05:06.630 --> 02:05:16.740

Cooper City Hall: policy but we'll look at it, I understand what yeah unless unless we're buying a commodity, unless you're buying sand by we're really exactly the same.

801

02:05:17.640 --> 02:05:26.940

Cooper City Hall: The service we're buying it's not exactly the same, so we can't compare it's not apples to apples, so we should we shouldn't discard the second.

802

02:05:27.450 --> 02:05:31.650

Cooper City Hall: cheapest just because a second cheap percent just because it's a price differential.

803

02:05:32.100 --> 02:05:44.070

Cooper City Hall: And also just offer just as a general comment that when we go out to bid we're not necessarily looking for the lowest price we're looking for the lowest responsive responsible bitter but that always but.

804

02:05:44.640 --> 02:05:51.240

Cooper City Hall: In reality, what always gets on it, this far, did they get discarded because they get a negative score.

805

02:05:51.630 --> 02:06:02.940

Cooper City Hall: So the points end up being so low that everybody else gets discarded and just have no but like Jeanette was telling me when they when they switch this lowest responsive thing, so if someone comes in \$2 cheaper.

806

02:06:03.390 --> 02:06:07.920

Cooper City Hall: On the tree trimming they're stuck with the \$2 cheaper company or at least.

807

02:06:08.610 --> 02:06:18.600

Cooper City Hall: The process, she was part of that's what it was so we have to look at it, there are some times, where price alone we have another point more damage where prices exactly the lowest barrier automatically.

808

02:06:18.900 --> 02:06:29.490

Cooper City Hall: But automatic that's i'm saying, but then there are items where there's actually a service involved right right where it's like hey I have to keep chasing this company to fix it so maybe that the score for reliability matters.

809

02:06:29.730 --> 02:06:35.100

Cooper City Hall: So I just I put on there to look at the scoring on the current policy.

810

02:06:36.180 --> 02:06:38.790

Cooper City Hall: No problem and kind of backs anything else.

811

02:06:39.870 --> 02:06:52.170

Cooper City Hall: No, so that that's if you already know your domain, so that I would like to discuss that if needed or Thank you and Thank you everyone for a great even, as I mentioned Meltzer.

812

02:06:55.350 --> 02:07:00.630

Cooper City Hall: i'd like to start off by thanking everybody Joe staff Friday night was tremendous to eat to the beat.

813

02:07:02.640 --> 02:07:14.460

Cooper City Hall: It seems that we were able to market this thing a little better than the one we had back in May, because there were substantially more people there Friday night, even though the weather was more wretched.

814

02:07:15.720 --> 02:07:28.320

Cooper City Hall: Seeing so we're in the middle of summer now, but I just wanted to tell you the job well done, I love seeing events like that I hopefully we'll have something again coming up in the near future and i'd like to see for for 2022.

815

02:07:29.400 --> 02:07:46.890

Cooper City Hall: I know we used to do this back in the good old days let's say, but a fourth of July fireworks and some kind of a gathering celebration for our residents as people reach out to me that we could shoot them right out of the museum house we're going to buy it's not your turn, Commissioner.

816

02:07:49.440 --> 02:07:55.290

Cooper City Hall: that's number one number two, I just want to give an update on what what we're doing with the business initiative and that's visiting.

817

02:07:56.250 --> 02:08:05.610

Cooper City Hall: Every brick and mortar business and Cooper city, I believe we have about 330 of them Carlos and I have been going out every Thursday now since sometime in March.

818

02:08:06.990 --> 02:08:12.600

Cooper City Hall: And we've hit I think we're up to about 175 so far and the feedback has been tremendous.

819

02:08:14.250 --> 02:08:20.940

Cooper City Hall: business owners and managers looking for better signage so i'm hearing that something's going to be coming to us soon on monument signs.

820

02:08:21.450 --> 02:08:34.530

Cooper City Hall: There been security issues which Carlos has taken directly to chief and the associate very proactive about going out and speaking with the affected businesses and making sure there's more detail.

821

02:08:35.820 --> 02:08:39.630

Cooper City Hall: At the Community businesses that are affected.

822

02:08:41.220 --> 02:08:45.810

Cooper City Hall: i'm hopeful that we could have a business Expo next year and the Community is.

823

02:08:46.890 --> 02:08:50.790

Cooper City Hall: yelling for something like that they want exposure they want people to know that they exist.

824

02:08:51.900 --> 02:08:55.170

Cooper City Hall: You know, think about it in these terms, you have a business on a flamingo road.

825

02:08:56.610 --> 02:09:01.590

Cooper City Hall: In the countryside shops and we have residents that live almost out the university drive and.

826

02:09:02.160 --> 02:09:10.590

Cooper City Hall: A lot of people on the east side don't even know the West side exists, and vice versa, so I think this will be a great opportunity for us to pull everybody together let everybody in the Community know.

827

02:09:11.580 --> 02:09:24.150

Cooper City Hall: What businesses exist, what quality diversity that we have in Cooper city and keep our dollars in Cooper city, but let our residents continue to spend more money per city let's fill some of these vacancies that we have in the plazas.

828

02:09:26.550 --> 02:09:32.730

Cooper City Hall: employment opportunities for our residents as well be tremendous but another but it's still my turn.

829

02:09:33.870 --> 02:09:38.910

Cooper City Hall: Another byproduct of what we public Carlos and I are doing is i'd like to keep some praise and Carlos Vega.

830

02:09:40.050 --> 02:09:47.970

Cooper City Hall: we're visiting we're going in and hitting a lot of these businesses, you know just showing up without an appointment and.

831

02:09:48.930 --> 02:09:54.960

Cooper City Hall: hey you're the guy that helped me with permit and you're the guy who helped me my business tax receipts you're the guy that this BA BA BA BA BA BA BA BA BA.

832

02:09:55.260 --> 02:10:08.910

Cooper City Hall: haven't held a negative word at all i've heard is positive things that I think Carlos if you're listening you're doing a tremendous job and just keep keep your eyes and ears open keep paying attention and i'm going to be greater, and I thank you.

833

02:10:09.930 --> 02:10:17.910

Cooper City Hall: And I also what the other thing we're doing is we're building a database for the business community and it's just it's just a simple byproduct of being there.

834

02:10:18.390 --> 02:10:25.110

Cooper City Hall: And gathering email addresses and phone numbers, so now when something's going on in the city we're going to do it, a change the permitting process or.

835

02:10:26.160 --> 02:10:33.840

Cooper City Hall: Something regarding the business tax receipts or event going on in the city, we can just email everybody everybody's going to get the information, and I think we're going to have.

836

02:10:35.130 --> 02:10:39.330

Cooper City Hall: Better awareness in the business community and greater participation when things are.

837

02:10:40.350 --> 02:10:43.290

Cooper City Hall: You know, trying to pull everybody together and.

838

02:10:44.790 --> 02:10:54.240

Cooper City Hall: that's all I had to say just want to give an update Thank you now it's your turn Commission and shredder do we all get to do a day with the director is everyone going to day he's got thursday's.

839

02:10:56.040 --> 02:10:58.830

Cooper City Hall: Howard Keynesian economics, with this trickle down effect.

840

02:11:01.170 --> 02:11:16.560

Cooper City Hall: I got a few things trees, I understand the law regarding trees removal on private property, but I do think we need to look at that and see how we can within the law be more aggressive on.

841

02:11:18.360 --> 02:11:24.090

Cooper City Hall: On this issue, there are other cities that probably are more aggressive for lauderdale Miami beach.

842

02:11:25.140 --> 02:11:26.280

Cooper City Hall: I got complaints about coming.

843

02:11:27.450 --> 02:11:33.360

Cooper City Hall: To town homes during their like and i'm not a tree hugger by any means there and they're attacking trees down left and right.

844

02:11:34.530 --> 02:11:45.630

Cooper City Hall: I mean it's like everything's deemed a danger or whatever, but my opinion is if they have a site plan was X amount of required trees, they still got to put them back if they're removing a dangerous one.

845

02:11:46.440 --> 02:11:57.150

Cooper City Hall: I don't know, so we have to get some type of a handle on it within the law, I understand the law severely limits our ability to regulate or permit the removal of trees on private property.

846

02:12:00.270 --> 02:12:01.920

Cooper City Hall: I don't know, but I think.

847

02:12:02.940 --> 02:12:14.070

Cooper City Hall: Take a look at it yeah we're good um I had a went out to speak with one of the parent coaches resonance of the song for the softball they had some concerns about.

848

02:12:14.460 --> 02:12:22.860

Cooper City Hall: facilities, we know, I mean the thing they knew we were not giving new facilities that's you know it's not in the budget, right now, but maybe there's some things we could do.

849

02:12:23.580 --> 02:12:34.890

Cooper City Hall: I spoke with TIM about them, I think one of the the the dugouts out there, they had poured concrete and raised it a little bit so it's not flooding, I wonder if, maybe we could look at.

850

02:12:35.610 --> 02:12:43.530

Cooper City Hall: If it's possible to pour concrete concrete because it's it does flight totally flooded out, and I know TIM said that there was one.

851

02:12:44.070 --> 02:12:53.910

Cooper City Hall: it's three and two which are back to back a lot of closest to the water plant right yeah two and three, the alternative, that is, let the girls go to the baseball fields and now.

852

02:12:55.080 --> 02:12:56.340

Cooper City Hall: start a war.

853

02:12:57.630 --> 02:13:09.690

Cooper City Hall: yeah yeah yeah dig up the turf and the new parking foot no but, so I know he said one drainage fixture was 150,000 I don't think I really want to go that route well i'm sorry.

854

02:13:10.050 --> 02:13:19.260

Cooper City Hall: for interrupting but we talked about that actually today at our meeting and we could probably and we've been out there and build lips needs significant drainage infrastructure.

855

02:13:20.010 --> 02:13:29.310

Cooper City Hall: But we talked today, and probably will be able to use arpa money for that remember we're going to buy police cars were snorkels on them, so that we can get through the yard, you know.

856

02:13:30.240 --> 02:13:40.590

Cooper City Hall: But yeah if we could use arpa that would be great it does need some tlc I think they do understand that we don't have the can't build another Park, but you know something.

857

02:13:43.620 --> 02:13:54.930

Cooper City Hall: yeah public works, I would like a funny guy and what I would like to put public works on the agenda, like the mayor said we're going to agenda so i'd like to put the reorganization of public works on the agenda.

858

02:13:55.470 --> 02:14:09.840

Cooper City Hall: And it would be appropriate for the gentleman who we just hired to be part of that, so it does not need to be next meeting I don't know when he's start date is what I want parks to be under parks, so that synergy studying needs to happen.

859

02:14:10.890 --> 02:14:15.480

Cooper City Hall: Another thing in public works, right now, public works is handling the the the garbage can request.

860

02:14:16.140 --> 02:14:26.220

Cooper City Hall: And we're getting like 300 a year, probably or no a month right to get a new, can we have a form online where you can kind of submit for a new.

861

02:14:26.730 --> 02:14:34.710

Cooper City Hall: Can and it goes to us i'd like to change this, so you could go online easily on our website, you can submit on there.

862

02:14:35.100 --> 02:14:44.700

Cooper City Hall: That you need a replacement for whatever the whatever the information waste management request, and I want that to send an email with the waste management address, I want to take out our.

863

02:14:45.090 --> 02:14:55.230

Cooper City Hall: Take on the middleman yeah our middleman and doing it and and then, if if beliefs management wants to play with the contract words and say all the customer service.

864

02:14:55.800 --> 02:15:07.830

Cooper City Hall: If that's their position on it, everyone gets one you can a year i'd like to request every resident get their new can, at one time and I guarantee they'll then come work it out with us, you know so either I don't know how many houses, we have 6000 houses or 11.

865

02:15:08.850 --> 02:15:10.560

Cooper City Hall: To 11,000 new cans.

866

02:15:12.060 --> 02:15:22.020

Cooper City Hall: All in one shot for our contract, where everyone can get one new can a year, or they help it out, because this middleman is bs going back and forth they don't show up they do show up.

867

02:15:22.350 --> 02:15:32.370

Cooper City Hall: So let's do it with a request, they go on our website, we already kind of have we have to tweak it and we have what you need and having send an email to them and blind copy or or or copy are.

868

02:15:33.030 --> 02:15:39.870

Cooper City Hall: Things that we have a record, but we can designate Desi dedicated employee to play with garbage pail day.

869

02:15:42.210 --> 02:15:47.040

Cooper City Hall: So that's that I guess I get a consensus on that no I agree.

870

02:15:48.360 --> 02:15:52.170

Cooper City Hall: On the garbage cans again i'm water bills we.

871

02:15:53.250 --> 02:16:04.500

Cooper City Hall: I ran a report on ones over I think I said over 300 bucks we have some that are like significant in there and it was it was active to some of them were houses over.

872

02:16:05.880 --> 02:16:12.930

Cooper City Hall: Behind maybe Mike Bailey is Mike really still here behind Christ, the Rock in davie there were houses that had.

873

02:16:13.560 --> 02:16:19.620

Cooper City Hall: A water bill someone like 1500 \$900 and I saw that they had they they.

874

02:16:20.370 --> 02:16:30.090

Cooper City Hall: changed owners, they sold the property and they obviously didn't pay us and i'm my first thing comes to mind is when they did the closing they probably didn't contact Cooper city, they probably contacted but nowadays right.

875

02:16:31.560 --> 02:16:49.890

Cooper City Hall: So the we were those active do we provide water service to some of the people in the city of Davey yeah back there Okay, and so we have to lean those properties or something, but some of the there was a few houses back there are like \$900 the water bills word.

876

02:16:51.660 --> 02:16:54.540

Cooper City Hall: Yet, so we do provide service back there as far as.

877

02:16:56.400 --> 02:17:08.700

Cooper City Hall: accounts in arrears you have to check with finance, so I just want to figure out what we can night now, of course, also in arrears were the the warehouses, which we have to come to a solution on, but I want to.

878

02:17:09.480 --> 02:17:18.270

Cooper City Hall: Have a threshold or something that we do, because a lot of more you know i'm sure that's good I feel bad for the new owners, but.

879

02:17:18.780 --> 02:17:27.630

Cooper City Hall: that's still a LIEN on the Jacobs that still is Arlene is are watering still lean if you're not in our city or we can record outside of the city.

880

02:17:28.500 --> 02:17:36.720

Cooper City Hall: Well, it, but is it a running lean on the property, I believe it is OK alright so we're still protected so just really kind of sucks for the.

881

02:17:37.500 --> 02:17:52.650

Cooper City Hall: The new owners yeah right, but hopefully they have a remedy, so I want to look at a bills passes worth our time I don't know if it's 1500 or whatever, maybe you guys can put that in your own to look at some type of that.

882

02:17:53.760 --> 02:18:07.560

Cooper City Hall: Okay, and two more things almost done ATP I know we talked about the clock in clocking in and out I, I want to know where we're at with that we we had clocking in and out with a code.

883

02:18:10.050 --> 02:18:16.530

Cooper City Hall: And I want to know where we you know I want to know where we at with that are they still able to clock in and out with a code.

884

02:18:18.900 --> 02:18:29.130

Cooper City Hall: yep we were going to put it in finance ought to check out the the manual like punch card, but like right now, they clocking in and out with the code.

885

02:18:31.620 --> 02:18:39.840

Cooper City Hall: How do you clock in a manager and employee any you guys clock in Does anyone here clock in well depends on where depends on where you're at well how does anyone clock in.

886

02:18:41.190 --> 02:18:44.130

Cooper City Hall: The same thing Okay, I want to use the biometrics.

887

02:18:45.540 --> 02:18:50.820

Cooper City Hall: To clock in like everywhere else in the world, you guys, are you guys okay with that.

888

02:18:51.870 --> 02:18:58.050

Cooper City Hall: that the time machine we use your thumb remember I looked up somebody record and someone else clocked him his name to the wrong number.

889

02:18:59.220 --> 02:19:04.800

Cooper City Hall: And so there's no foolproof system, so you can just type in hey Max clock me and i'm 123.

890

02:19:05.910 --> 02:19:08.220

Cooper City Hall: I wanted to use, just like everyone else up.

891

02:19:09.270 --> 02:19:10.470

Cooper City Hall: You guys okay with it.

892

02:19:12.480 --> 02:19:25.140

Cooper City Hall: I think it's really yeah we'll have to look into the best system, and I know when we have a dp who have to watch ATP we same system found a new system just doesn't you just turn a button on.

893

02:19:26.160 --> 02:19:36.750

Cooper City Hall: That they've been in machines O our little base station oh there's cheap so let's be because right now, you can just type your code and type your code, I know that I agree yeah.

894

02:19:38.040 --> 02:19:44.790

Cooper City Hall: And then the last one, is it was brought to my attention by resident that we have somebody who's impersonating a public official.

895

02:19:45.480 --> 02:19:49.650

Cooper City Hall: Out there using putting things on Facebook claiming using an address.

896

02:19:50.190 --> 02:19:57.120

Cooper City Hall: i'm going to ask the question I probably know the answer to we haven't given out a Cooper city fl.org email address.

897

02:19:57.480 --> 02:20:04.920

Cooper City Hall: We hope there somebody claiming that they have an email address mayor underscore their name at Cooper CFL I take it very serious.

898

02:20:05.730 --> 02:20:07.380

Cooper City Hall: That they would do that and.

899

02:20:07.800 --> 02:20:13.170

Cooper City Hall: i'd like to send do we have any remedy jake I like to send a cease and desist letter or file an injunction or something.

900

02:20:13.290 --> 02:20:19.080

Cooper City Hall: Thank you, thank you for sure I became aware of this issue, this afternoon we are looking into it, there may be some options that we're looking into it as well.

901

02:20:19.650 --> 02:20:29.640

Cooper City Hall: But at a minimum, I want, I would like direction for your office to write up a cease and desist of using our email address and publicizing that.

902

02:20:30.450 --> 02:20:34.920

Cooper City Hall: And in serving it on that person and threatening threatening action of a lawsuit.

903

02:20:35.610 --> 02:20:44.580

Cooper City Hall: If they're if they're holding themselves out I believe in Joe correct if i'm wrong, I believe I had that direction from the manager i'd be happy to take that direction from the Commission as well, that's the intent of the Commission.

904

02:20:44.910 --> 02:20:48.450

Cooper City Hall: yeah you get somebody who's involved if you guys know the person eating.

905

02:20:49.860 --> 02:20:50.550

Cooper City Hall: You know, like there.

906

02:20:51.810 --> 02:20:53.280

Cooper City Hall: May or underscore their name.

907

02:20:55.380 --> 02:21:03.420

Cooper City Hall: laughing at Cooper efl that org that's fine yeah and if not, I want to assume, I want to get an injunction.

908

02:21:03.960 --> 02:21:17.370

Cooper City Hall: And, and if this is illegal, I, like the captain Giovanni to investigate this as well understood because you're not allowed to use government resource resources for political reasons right that's correct Captain you Giovanni, you still on no he's gone.

909

02:21:19.470 --> 02:21:19.920

Cooper City Hall: he's gone.

910

02:21:23.310 --> 02:21:23.670

Cooper City Hall: alright.

911

02:21:24.720 --> 02:21:25.320

Cooper City Hall: let's say.

912

02:21:26.550 --> 02:21:42.090

Cooper City Hall: I just want to say I was in attendance at eight to the beach thanks again to CERT thanks again to the Co op program chiefs out there terrific wreck did a great job setting everything up and sort of public works.

913

02:21:44.400 --> 02:21:54.720

Cooper City Hall: I liked the idea, and if you're on to complimenting about Carlos name proactive, as he was tonight with this unsolicited proposal i've got to tell you.

914

02:21:55.560 --> 02:22:05.400

Cooper City Hall: When it hit us working with the solid waste group and then he comes in the following day, and he starts talking I couldn't believe it so it was right on on on point.

915

02:22:06.750 --> 02:22:12.720

Cooper City Hall: I do have a question Joe the senior activity Dino when that will begin up again.

916

02:22:14.580 --> 02:22:21.090

Cooper City Hall: We have with seniors you know, obviously not getting delivers of food anymore feel very shut in and.

917

02:22:21.960 --> 02:22:30.000

Cooper City Hall: just want to pay some attention to them say like coming into the Community Center do you know when that will start again.

918

02:22:30.870 --> 02:22:45.330

Cooper City Hall: I believe we've we've been doing some things with the scenes, we had a field to I think we've had to field trips okay i'm with with the scissors yourself the monthly luncheons yeah I don't know about that, but i'll check on the senior lunches but you know we're doing josh go ahead.

919

02:22:49.620 --> 02:23:00.330

Cooper City Hall: run right now, our senior program and started back, for we had lunch box in a couple of the field trips set up we haven't done anything in house yet due to the summer camp taking place but soon as summer's over.

920

02:23:00.690 --> 02:23:04.470

Cooper City Hall: A rolling right back into our regular senior program you know the questions about.

921

02:23:06.060 --> 02:23:09.000

Cooper City Hall: That that'll do it, I appreciate it no problem, thank you, thank you.

922

02:23:10.020 --> 02:23:24.690

Cooper City Hall: Oh actually compliment Carlos to it was one of joe's few handful you know where it's elections, yes, and I hope Mr Griffin turns out, as well as Carlos I will made I you know I gave I did not think.

923

02:23:26.430 --> 02:23:35.190

Cooper City Hall: You know, Joe got that one right just just leave it at you did not think i'm like okay moving right, I, like the captain he wanted he wanted that sells drugs now but.

924

02:23:36.270 --> 02:23:38.010

Cooper City Hall: i'm here all night, ladies and gentlemen.

925

02:23:40.440 --> 02:23:43.710

Cooper City Hall: Having said that anyone on virtual for public.

926

02:23:45.120 --> 02:23:45.450

Cooper City Hall: comment.

927

02:23:47.940 --> 02:23:53.190

Cooper City Hall: audience oh i'm sorry I didn't get to the in house yet i'm just going virtual no one number two.

928

02:23:54.930 --> 02:23:56.790

Cooper City Hall: is one of our guys okay.

929

02:23:57.960 --> 02:24:07.170

Cooper City Hall: Please i'm actually appointed to the business advisory board by you actually I just want to start by saying I like Carlos to he's very nice man.

930

02:24:08.520 --> 02:24:17.940

Cooper City Hall: So, my name is David Wilson i'm currently on the business advisory board a question that i've been wondering, and the reason I came tonight was why we have.

931

02:24:18.480 --> 02:24:25.530

Cooper City Hall: In the city and i'd like the city commission to discuss this maybe in the future, is why we have a staggered election system.

932

02:24:26.220 --> 02:24:34.170

Cooper City Hall: For the Commissioners running for mayor or running for mayor or Commissioner and what can happen is like you know, specifically.

933

02:24:34.920 --> 02:24:42.810

Cooper City Hall: Commissioners, one and two districts wanting to if they were to want to run for mayor, they have to vacate their seat and totally stepped down.

934

02:24:43.290 --> 02:24:48.780

Cooper City Hall: So, from my perspective, I would like to study commissioned to discuss this, because it feels a little bit unfair.

935

02:24:49.080 --> 02:24:56.340

Cooper City Hall: For us as the voters, as the residents who voted them in for four years, and then I feel like it's unfair for a city, Commissioner.

936

02:24:56.640 --> 02:25:05.010

Cooper City Hall: Who took that position to help the city and then wants to run for mayor, to do more for the city to then almost be punished because if they weren't able to win.

937

02:25:06.210 --> 02:25:14.760

Cooper City Hall: Well, but well two things one you got to resign to run as a State law so there's nothing we could do no, but it would be that if everybody's election was either on the same.

938

02:25:15.210 --> 02:25:25.590

Cooper City Hall: Year, or we had maybe a special election for them, the Commissioner who left to then have the city, the best basically reconfirm that they'd like him to stay his final two years or her.

939

02:25:27.780 --> 02:25:35.100

Cooper City Hall: I just wanted the Commission to just discussed this possibility and see if that was something that i'm open to doing some charter amendments you guys.

940

02:25:36.000 --> 02:25:47.880

Cooper City Hall: let's put it on what I was gonna say let's put on the agenda, if you have any amendments that you're considering let's put them on the they would have to be changed in our Charter okay I don't know exactly the process but.

941

02:25:48.330 --> 02:25:55.740

Cooper City Hall: It just something that I had been sort of thinking about and I know that we're not you know this isn't the year that anybody's running for mayor but next year.

942

02:25:56.250 --> 02:25:59.220

Cooper City Hall: districts one and two will be running and then two years after that.

943

02:26:00.030 --> 02:26:07.920

Cooper City Hall: I figured it's good to get on this sooner than later, at least, so the public knows you know what's going on, I appreciate it, I appreciate and there's a lot of thought.

944

02:26:08.790 --> 02:26:19.770

Cooper City Hall: That went into the staggering and how they did it, but I absolutely understand where you is, if you don't stagger than you having a complete turnover right oh okay.

945

02:26:20.610 --> 02:26:27.330

Cooper City Hall: No consistency Okay, what would there be a way then with the special election that let's say that if someone wanted oh that that.

946

02:26:28.800 --> 02:26:34.410

Cooper City Hall: The rowdies you would have to change the Charter, so I could do it, but it might not cost extra money because well that's that's why i'm.

947

02:26:35.940 --> 02:26:44.940

Cooper City Hall: Why i'm actually just here to then ask you guys to discuss it, you know fair enough i'm not married yeah I know you are great appointment so.

948

02:26:46.020 --> 02:26:47.970

Cooper City Hall: yeah yeah but nothing about the business.

949

02:26:49.200 --> 02:26:53.700

Cooper City Hall: I said call this is great okay fair enough, thank you very much thank you, yes.

950

02:26:56.700 --> 02:27:03.300

Cooper City Hall: Can you add the residence want to speak, I just have one thing I want to say any other residents wanting to speak, I see none so, the answer is no.

951

02:27:03.900 --> 02:27:11.700

Cooper City Hall: Now you say all right now i'd be remiss speaking about the business initiative visiting the businesses we've also had members of our business advisory board joining us.

952

02:27:12.600 --> 02:27:20.880

Cooper City Hall: and adding a lot to the to the discussion so I just wanted to bring that up and thank them thank the board, hopefully we'll see some some of you out there on Thursday.

953

02:27:22.290 --> 02:27:24.210

Cooper City Hall: Jeff motion to adjourn Thank you.

954

02:27:27.090 --> 02:27:33.810

Cooper City Hall: And thank you for the deputy who filled in tonight for Captain Giovanni next time we're gonna have you do the captain's report.

955

02:27:39.750 --> 02:27:40.080

Thank you.



**CITY COMMISSION
STAFF REPORT**

DEPARTMENT: Public Works

SUBJECT: Motion to approve additional FDEM Grant dollars and approve time extension for wind impact resistant replacement windows and front doors at Fire Station #28 – **Public Works**

CITY MANAGER RECOMMENDATION:

Recommend acceptance of additional \$29,494.50 in FDEM grant dollars and approval of time extension until April 30, 2022 for wind impact resistant replacement of windows and two front doors at Fire Station #28.

BACKGROUND OF ITEM:

The City received initial grant funding of \$58,571.25 from FDEM for replacement of roll-up bay doors, two front doors and windows with wind impact resistant ones. Replacement of roll-up doors portion of this project was completed in 2019 and the City has received it full reimbursement for these replacements from the initial grant amount. Replacement of the two front doors and the windows remains to be completed and additional grant funds and a time extension are needed to do so and were requested by the City.

FDEM has granted the City’s request and provided an additional \$29,494.50 for a total of \$88,065.75 in grant funds and granted a time extension until April 30, 2022 to complete installation of the two front doors and windows.

ANALYSIS:

Acceptance of the additional \$29,494.50 in FDEM grant dollars and the time extension until April 30, 2022 are necessary to allow completion of the project and reimbursement of the full grant amount by the City from FDEM.

FISCAL IMPACT:

<u>General Ledger Acct. Number</u>	<u>FY 2022</u>		
Proposed for FY 2022 Budget	\$57,521 of which \$43,140.75 will be reimbursed through the FDEM grant		

ALTERNATIVES:

Not complete the windows and door replacement with impact resistant ones. Leave fire station #28 vulnerable to wind impact. Likely result will be the inability to apply for future FDEM grants.

ATTACHMENTS:

- 1. Modification to Subgrant Agreement for Time Extension**
- 2. Modification to Subgrant Agreement for Grant Fund Increase**
- 3. Original Subgrant Agreement 2019**

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Cooper City
PROJECT #:	4337-100-R
PROJECT TITLE:	City of Cooper City, Fire Station #28, Wind Retrofit
CONTRACT #:	H0203
MODIFICATION #:	2

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Tim Fleming, Field Operations Supervisor City of Cooper City 9070 SW 51 st Street Cooper City, Florida 33328

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

COMPLETE	
<input checked="" type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittal
<input checked="" type="checkbox"/>	Signed electronic copy
<input checked="" type="checkbox"/>	Reviewed and Approved
<input checked="" type="checkbox"/>	Signed and Dated by Official Representative
<input checked="" type="checkbox"/>	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
<input checked="" type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated
	<input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input checked="" type="checkbox"/>	Electronic Submittal to the Grant Specialist Veronica.ash@em.myflorida.com on

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4585 or email me at Velma.noel@em.myflorida.com.

Contract Number: H0203
Project Number: 4337-100-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF COOPER CITY**

This Modification Number Two made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Cooper City ("the Sub-Recipient") to modify Contract Number H0203, dated, June 29, 2019 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$88,065.75, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement; and

WHEREAS, the Agreement expired on April 30, 2021; and

WHEREAS, the Division and the Sub-Recipient desire to reinstate and extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.
2. Paragraph 8 of the Agreement is hereby amended to read as follows:

(8) PERIOD OF AGREEMENT

This Agreement shall begin June 29, 2019 and shall end April 30, 2022, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 2nd Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

- 6. Quarterly Reports are due to the Division no later than 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.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF COOPER CITY

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A
(2nd Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to protect Fire Station #28 in Cooper City, Broward County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-100-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Cooper City, agrees to administer and complete the project per scope of work 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 to wind retrofit Fire Station #28, located at 10550 Stirling Road, Cooper City, Florida 33026. Coordinates (26.044301, -80.287289).

The HMGP project scope of work proposes to replace the existing windows and doors with impact rated opening protection. The work includes the replacement of any stucco, drywall, sills and/or tiles that may be damaged during installation of the new windows and doors. The Sub-Recipient has stated that this structure was recently re-roofed and this was verified by the City Public Works Department.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specification.

The project shall provide protection against 181 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

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 procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as 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 shall protect the structure from windblown debris resulting from high windstorms which shall allow the function of the structures to continue following a severe wind event.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

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 building department (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 shall include:

- a) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.

- c) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - d) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.
 - e) 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.

Project Management Expenses: 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,

and 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 providing protection to Fire Station #28 located at 10550 Stirling Road, Cooper City, Florida 33026, by replacing the existing windows and doors with impact rated opening protection. Protection shall be provided on all exterior openings, such as doors, windows, skylights, vents, louvers and exhaust fans on the structures.

The project shall provide protection against 181 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

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 any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 4) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.
- 5) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
- 6) 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. Glazing in structures shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:

- a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.
- b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.
- c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.

- 7) The local municipal or county building department shall inspect the installation according to the manufacturer's specification and ensure that the above referenced standards have been met; documentation shall be provided to the Division for closeout.
- 8) The materials and work funded pursuant to this Sub-grant Agreement are intended to decrease the vulnerability of the structure to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.
- 9) The funding provided by the Division under this subaward shall compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's structures to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.
- 10) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the structure may have vulnerabilities due to age, design and location that may result in damage to the structure from wind events even after the installation of the mitigation measures funded under this Sub-grant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the structure, does not ensure the safety or survival of occupants.

D) Environmental:

- 1) 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 environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.

- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) 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.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.
- 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) 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.
- 5) 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.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

This is FEMA project number **4337-100-R**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on April 19, 2019; this Agreement was executed on June 29, 2019 and the Period of Performance for this project shall end on **April 30, 2022**.

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:	3	Months
Construction / Installation:	15	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	36	Months

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$70,122.60	\$52,591.95	\$17,530.65
Labor:	\$46,748.40	\$35,061.30	\$11,687.10
Fees:	\$550.00	\$412.50	\$137.50
Initial Agreement Amount:	\$117,421.00	\$88,065.75	\$29,355.25
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$117,421.00	\$88,065.75	\$29,355.25

**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

Funding Summary Totals

Federal Share:	\$88,065.75	(75.00%)
Non-Federal Share:	\$29,355.25	(25.00%)
Total Project Cost:	\$117,421.00	(100.00%)

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Cooper City
PROJECT #:	4337-100-R
PROJECT TITLE:	Fire Station #28, Wind Retrofit Project
CONTRACT #:	H0203
MODIFICATION #:	1

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Tim Fleming, Field Operations Supervisor City of Cooper City 9070 SW 51 th Street Cooper City, Florida 33329-0910

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

COMPLETE	
<input type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittal
<input type="checkbox"/>	Two (2) Copies printed for Approval or One (1) copy to be electronically signed
<input type="checkbox"/>	Printed Single-sided <i>(If your policy is to copy two-sided please contact me and I will send you two original one-sided copies for signature)</i>
<input type="checkbox"/>	Reviewed and Approved
<input type="checkbox"/>	Signed and Dated by Official Representative <i>(blue ink)</i> or signed electronically
<input type="checkbox"/>	Copy of the organization’s resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, Chief
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated (<input type="checkbox"/> N/A for Modifications) May be signed electronically.
<input type="checkbox"/>	Two Signed and dated Originals mailed to FDEM – Tallahassee or One Original signed electronically and emailed to Grants Specialist. Florida Division of Emergency Management Mitigation Bureau – HMGP 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 Attention – Grant Specialist –Veronica S. Ash, FCCM, Office 330-B

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4585 or email me at Velma.noel@em.myflorida.com.

Contract Number: H0203
Project Number: 4337-100-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF COOPER CITY**

This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Cooper City ("the Sub-Recipient") to modify Contract Number: H0203, dated June 29, 2019 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$58,571.25, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Budget and Scope of Work by increasing the Federal funding by \$29,494.50 under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is amended to increase the Federal Funding by \$29,494.50, for the maximum amount payable under the Agreement to \$88,065.75, (Eighty-Eight Thousand, Sixty- Five Dollars and Seventy-Five Cents).
2. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
4. All provisions not in conflict with this Modification remain in full force and effect and are to be performed at the level specified in the Agreement.
5. Quarterly Reports are due to the Division no later than 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.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF COOPER CITY

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Jared Moskowitz, Director

Date: _____

Attachment A
(1st Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to protect Fire Station #28 in Cooper City, Broward County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-100-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Cooper City, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient 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 wind retrofit Fire Station #28, located at 10550 Stirling Road, Cooper City, Florida 33026. Coordinates (26.044301, -80.287289).

The HMGP project scope of work proposes to replace the existing windows and doors with impact rated opening protection. The work includes the replacement of any stucco, drywall, sills and/or tiles that may be damaged during installation of the new windows and doors. The Sub-Recipient has stated that this structure was recently re-roofed, and this was verified by the City Public Works Department.

Wind protections provided on any other opening such as vents, louvers and exhaust fans. All installations in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials certified to meet wind and impact standards. The local municipal or county building department inspect and certify installation according to the manufacture specification.

The project provide protection against 181 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient 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 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 contain sufficient source documentation and be in accordance with all applicable regulations.

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

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

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

The Sub-Recipient provide documentation demonstrating the results of the procurement process. This 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 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 provided to the Division by the Sub-Recipient.

The Sub-Recipient provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient 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 monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project protects the structure from windblown debris resulting from high windstorms which allow the function of the structures to continue following a severe wind event.

The Sub-Recipient fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection 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 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 include:

- a) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.
- c) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

- d) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.
 - e) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During this agreement, the Sub-Recipient submit requests for reimbursement. Adequate and complete source documentation 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 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 maintain accurate time records. The Sub-Recipient ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation agree with the requested billing period. All costs submitted for reimbursement 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 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 ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation 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 clearly shown.

The Division review all submitted requests for reimbursement for basic accuracy of information. Further, the Division ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division 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, conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports 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 submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement 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 include the final construction project cost. Supporting documentation show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to Fire Station #28 located at 10550 Stirling Road, Cooper City, Florida 33026, by replacing the existing windows and doors with impact rated opening protection. Protection provided on all exterior openings, such as doors, windows, skylights, vents, louvers and exhaust fans on the structures.

The project will provide protection against 181 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.

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

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient 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 provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 4) All installations done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials certified to meet or exceed the wind and impact standards of the current local codes.
- 5) Product Specifications documentation satisfying protection requirements for all products utilized provided to the Division for closeout.
- 6) The Sub-Recipient 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. Glazing in structures impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:

- a) Glazed openings located within 30 feet (9.1 m) of grade meet the requirements of the Large Missile Test.
- b) Glazed openings located more than 30 feet (9.1 m) above grade meet the provisions of the Small Missile Test.
- c) Louvers protecting intake and exhaust ventilation ducts not assumed open that are located within 30 feet (9144 mm) of grade meet requirements of the Large Missile Test.

Impact-resistant coverings tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.

- 7) The local municipal or county building department inspect the installation according to the manufacturer's specification and ensure that the above referenced standards have been met; documentation provided to the Division for closeout.
- 8) The materials and work funded pursuant to this Sub-grant Agreement are intended to decrease the vulnerability of the structure to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.
- 9) The funding provided by the Division under this subaward compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's structures to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.
- 10) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the structure may have vulnerabilities due to age, design and location that may result in damage to the structure from wind events even after the installation of the mitigation measures funded under this Sub-grant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the structure, does not ensure the safety or survival of occupants.

D) Environmental:

- 1) The Sub-Recipient 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. If project is delayed for a year or

more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.

- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient monitor ground disturbance during construction, and if any potential archeological resources are discovered, immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) 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.
- 2) The Division and FEMA approve a change in the scope of work in advance, regardless of the impact to the budget.
- 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) Any extension of the Period of Performance submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension 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.
- 5) 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.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

This is FEMA project number **4337-100-R**, funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on April 19, 2019; this Agreement was executed on June 29, 2019; and the Period of Performance for this project end on **April 30, 2021**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division 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/Local Contracting Process:	3 Months
Permitting:	3 Months
Bidding and Contracting:	3 Months
Construction / Installation:	12 Months
State/Local Inspections:	2 Months
Closeout:	1 Month
Total Period of Performance:	24 Months

BUDGET

Line Item Budget*

	Project Cost	Federal Share	Non-Federal Share
Materials:	\$70,122.60	\$52,591.95	\$17,530.65
Labor:	\$46,748.40	\$35,061.30	\$11,687.10
Fees:	\$550.00	\$412.50	\$137.50
Initial Agreement Amount:	\$117,421.00	\$88,065.75	\$29,355.25
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$117,421.00	\$88,065.75	\$29,355.25

**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

Funding Summary

Federal Share:	\$88,065.75	(75.00%)
Non-Federal Share:	\$29,355.25	(25.00%)
Total Project Cost:	\$117,421.00	(100.00%)



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

June 27, 2019

Ms. Denise Yoezle
Public Works Director
City of Cooper City
9090 SW 50th Place
Cooper City, Florida 33329-0910

Re: 4337-100-R, City of Cooper City, Wind Retrofit Project

Dear Ms. Yoezle:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H0203 between the City of Cooper City and the Division of Emergency Management.

Velma Noel, Project Manager
Florida Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809-5631

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Velma Noel at (850) 815-4585.

Respectfully,

Miles E. Anderson
Bureau Chief, Mitigation
State Hazard Mitigation Officer

MEA:vsa

Enclosure

Agreement Number: H0203
Project Number: 4337-100-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 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. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “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. §200.92, “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. §200.331(a)(1):

Sub-Recipient’s name:	<u> City of Cooper City </u>
Sub-Recipient’s unique entity identifier:	<u> 59-6032417 </u>
Federal Award Identification Number (FAIN):	<u> FEMA-DR-4337-FL </u>
Federal Award Date:	<u> April 19, 2019 </u>
Subaward Period of Performance Start and End Date:	<u> Upon Execution thru April 30, 2021 </u>
Amount of Federal Funds Obligated by this Agreement:	<u> \$58,571.25 </u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u> \$58,571.25 </u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u> \$58,571.25 </u>
Federal award project description (see FFATA):	<u> Wind Retrofit Project </u>
Name of Federal awarding agency:	<u> Federal Emergency Management Agency </u>
Name of pass-through entity:	<u> FL Division of Emergency Management </u>
Contact information for the pass-through entity:	<u> Velma.noel@em.myflorida.com </u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u> 97.039 Hazard Mitigation Grant Program </u>
Whether the award is R&D:	<u> N/A </u>
Indirect cost rate for the Federal award:	<u> N/A </u>

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 the City of Cooper City, (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 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:

Velma Noel, Project Manager
Division of Emergency Management
Bureau of Mitigation
2702 Directors Row
Orlando, Florida 32809-5631
Telephone: (850) 815-4585
Email: Velma.noel@em.myflorida.com

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

Denise Yoezle, Public Works Director
City of Cooper City
9090 SW 50th Place
Cooper City, Florida 33329-0910
Telephone: (954) 434-2300
Email: dyoezle@coopercityfl.org

d. 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 upon execution by both parties and shall end on **April 30, 2021**, 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. §200.77, 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 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." 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.

(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 **\$58,571.25**.
- 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. §200.76 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. §200.301, that the Division and the Sub-Recipient “relate financial data to performance accomplishments 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. §200.53, 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.

(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. §200.331(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. §200.333, 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) fiscal years from the date of

completion of grant cycle or project. 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. §200.334, 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. §200.335, 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.

(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.

§200.49, 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. §200.50, 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 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

2555 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

2555 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 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 60 days after termination of this Agreement or 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; 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 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 calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty 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 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 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 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 200.326 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. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. 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.

g. 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."

h. 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.

- i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.
- j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.
- k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. 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").

(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

(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 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
2555 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 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:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded 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. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) 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.

i. 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.

j. 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.

k. 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.

I. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(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 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 EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. 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.

ii. 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.

iii. 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.

iv. 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.

v. 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.

vi. 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.

vii. 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.

b. The Sub-Recipient 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.

c. The Sub-Recipient 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.

d. The Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory

assurance of future compliance has been received from such Sub-Recipient; and refer the case 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 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.

(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.

(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.

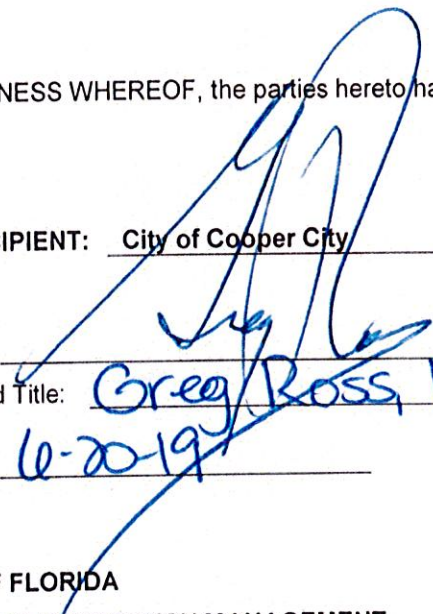
d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components 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 Cooper City

By: 
Name and Title: Greg Ross, Mayor
Date: 6-20-19

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT


By: 
Miles E. Anderson, for
Name and Title: Jared Moskowitz, Director
Date: 6-29-2019

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: \$58,571.25

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

- 2 CFR 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 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Retrofitting of existing buildings and facilities
 - Other projects that reduce future disaster losses
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 protect Fire Station 28 in Broward County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-100-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, The City of Cooper City, agrees to administer and complete the project per scope of work 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 to retrofit Fire Station 28 located at 10550 Stirling Road, Cooper City, Broward County, Florida, 33026 (26.044301, -80.287289).

The scope of work proposes to replace the existing windows and doors with impact rated opening protection. The proposed project shall include the replacement of any stucco, drywall, sills and/or tiles that may be damaged during installation of the new windows and doors. The Sub-Recipient has stated that this structure was recently re-roofed and this was verified by the City Public Works Department.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations will be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials will be certified to meet wind and impact standards. The local municipal or county building department will inspect and certify installation according to the manufacture specification.

The project shall provide protection against a 182 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

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 procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as 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 shall protect the structure from windblown debris resulting from high wind storms which shall allow the function of the structures to continue following a severe wind event.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

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 building department (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 shall include:

- a) Copy of permit(s), notice of commencement.
 - b) Local Building Official Inspection Report and Final Approval.
 - c) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - d) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.
 - e) 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.

Project Management Expenses: 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, and 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 providing protection to the facility located at 10550 Stirling Road, Cooper City, Florida 33026, by replacing the existing windows and doors with impact rated opening protection. The work includes the replacement of any stucco, drywall, sills and/or tiles that may be damaged during installation of the new windows and doors. The structure shall be hardened to the required Florida Building Code requirements. Protection shall be provided on all exterior openings, such as doors, windows, skylights, vents, louvers and exhaust fans on the structures.

The project shall provide protection against a 182 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

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 any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 4) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.
- 5) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
- 6) 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. Glazing in structures shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:
 - a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.
 - b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.
 - c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.

- 7) The local municipal or county building department shall inspect the installation according to the manufacturer's specification and ensure that the above referenced standards have been met; documentation shall be provided to the Division for closeout.
- 8) The materials and work funded pursuant to this Sub-grant Agreement are intended to decrease the vulnerability of the structure to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.

- 9) The funding provided by the Division under this subaward shall compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's structures to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.
- 10) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the structure may have vulnerabilities due to age, design and location that may result in damage to the structure from wind events even after the installation of the mitigation measures funded under this Sub-grant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the structure, does not ensure the safety or survival of occupants.

D) Environmental:

- 1) 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 environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) 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.

This is FEMA project number **4337-100-R**. It is funded under HMGP, FEMA-4337-DR-FL IRMA and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on April 19, 2019; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **April 30, 2021**.

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/Local Contracting Process:	3	Months
Permitting:	3	Months
Bidding and Contracting:	3	Months
Construction / Installation:	12	Months
State/Local Inspections:	2	Months
Closeout:	1	Month
Total Period of Performance:	24	Months

BUDGET

Line Item Budget*

	Project Cost	Federal Share	Non-Federal Share
Materials:	\$65,745.00	\$49,308.75	\$16,436.25
Labor:	\$11,800.00	\$8,850.00	\$2,950.00
Fees:	\$550.00	\$412.50	\$137.50
<hr/>			
Initial Agreement Amount:	\$78,095.00	\$58,571.25	\$19,523.75
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$78,095.00	\$58,571.25	\$19,523.75

**Any line item amount in this Budget may be increased or decreased 10% or less 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

Funding Summary

Federal Share:	\$58,571.25	(75%)
Non-Federal Share:	\$19,523.75	(25%)
Total Project Cost:	\$78,095.00	(100%)

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 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (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 CFR 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” (44 CFR 13(c));
- (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 sixty days prior to the project expiration date.

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 CFR, 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 CFR, 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 to 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;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (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. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (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. 4002-4107, 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 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, 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 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) 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 CFR, 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), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), 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 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 be 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 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;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) 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;
- (p) 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;
- (q) 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;
- (r) 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;
- (s) 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;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) 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;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

- (bb) 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, regarding the protection of underground water sources;
- (cc) 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;
- (dd) 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;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) 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. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Cooper City

REMIT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PROJECT TYPE: Wind Retrofit Project PROJECT #: 4337-100-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0203

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ To _____ Payment #: _____

Eligible Amount 100% (Current Request)	Obligated Federal Amount __%	Obligated Non- Federal __%	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 \$ _____	GOVERNOR'S AUTHORIZED REPRESENTATIVE
ADMINISTRATIVE COST \$ _____	
APPROVED FOR PAYMENT \$ _____	DATE _____

SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Cooper City PAYMENT #: _____
 PROJECT TYPE: Wind Retrofit Project PROJECT #: 4337-100-R
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0203

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
<i>This payment represents</i> <i>% completion of the project.</i>				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 Cooper City

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>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.</p>
--

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 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
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> 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, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to the appropriate Project Manager within 15 days of each quarter's end date.

SUB-RECIPIENT: City of Cooper City PROJECT #: 4337-100-R
PROJECT TYPE: Wind Retrofit Project CONTRACT #: H0203
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

Advance Received N/A Amount: \$ _____ Advance Settled? Yes No

Provide reimbursement **Projections** for this project (*projections may change*):

Jul-Sep 20__ \$ _____ Oct-Dec 20__ \$ _____ Jan-Mar 20__ \$ _____ Apr-Jun 20__ \$ _____

Target Dates:

Contract Initiation Date: _____ Contract Expiration Date: _____

Estimated Project Completion Date: _____

Project Proceeding on **Schedule**? Yes No (*If No, please describe under **Issues** below*)

Percentage of Work Completed (*may be confirmed by state inspectors*): _____%

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: (*Milestones from Contract with estimated dates*)

<u>Milestone</u>	<u>Date</u>

Describe **Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: Cost Unchanged Under Budget Over Budget

Additional **Comments/Elaboration:**

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your sub grant award.

Person Completing Form: _____

Phone: _____

~ To be completed by Division staff ~

Date Reviewed: _____ Reviewer: _____

Actions: _____

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 200.326).

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

- (1) The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Cooper City _____
Sub-Recipient's Name

H0203 _____
DEM Contract Number

4337-100-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 #: 4337-100-R
FUNDING AGENCY: Federal Emergency Management Agency
AWARD AMOUNT: \$58,571.25
OBLIGATION/ACTION DATE: April 19, 2019
SUBAWARD DATE (if applicable): _____

DUNS#: 024478224
DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Cooper City

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: 9090 SW 50 Place

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY Cooper City STATE FL ZIP CODE+4** 33328

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): 97.039

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to retrofit Fire Station 28 located at 10550 Stirling Road, Cooper City, Broward County, Florida, 33026 (26.044301, -80.287289).

The scope of work proposes to replace the existing windows and doors with impact rated opening protection. The proposed project shall include the replacement of any stucco, drywall, sills and/or tiles that may be damaged during installation of the new windows and doors. The Sub-Recipient has stated that this structure was recently re-roofed and this was verified by the City Public Works Department.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations will be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials will be certified to meet wind and impact standards. The local municipal or county building department will inspect and certify installation according to the manufacture specification.

The project shall provide protection against a 182 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): Cooper City Fire Station #28

ADDRESS LINE 1: 10550 Stirling Road

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY Cooper City STATE FL ZIP CODE+4** 33328

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 CFR 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/excomp.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 CFR 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: Greg Ross, Mayor

DATE: 6-20-19

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 Division provides the following list of sample provisions that may be required:

OMB Guidance

Pt. 200, App. II

(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.

(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.

(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.

(G) Clean Air Act (42 U.S.C. 7401-7611q.) 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. 7401-7611q) 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) 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. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System 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." 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.

(J) 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

Pt. 200, App. III

2 CFR Ch. II (1-1-14 Edition)

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.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.463 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period*. A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings*. The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to



**CITY COMMISSION
STAFF REPORT**

DEPARTMENT: Utilities Department

SUBJECT: Broward County Water Conservation Program Interlocal Agreement

CITY MANAGER RECOMMENDATION:

The City Manager Recommends approval of execution of an Interlocal Agreement with Broward County for continued participation in the Broward Water Partnership.

BACKGROUND OF ITEM:

In 2009 the City embarked on a three-year water conservation program which was very successful in helping to reduce water demand and avoid a water treatment plant expansion. Following the success of our program and others like it, Broward County established a county-wide conservation program in 2011, on the recommendation of the Broward Water Resources Task Force. The purpose was to deliver a unified, county-wide water conservation message, information, and service to benefit all Broward county residents and water suppliers. More specifically, the program consisted of (1) an aggressive media campaign to promote the overall need for water conservation, provide residents and businesses with information on ways to reduce their water consumption, and promote the availability of program resources and (2) providing financial incentives/rebates for retrofitting existing fixtures with new, high efficiency plumbing fixtures. The County sought partnerships with, and financial participation from, the various water utilities in the county, and the Cooper City Commission approved a five-year agreement with the County on June 21, 2011 and again on August 16, 2016.

ANALYSIS:

Now five years later, that agreement is about to expire and the County is requesting that the City consider entering into a third five-year agreement to continue the program (a copy of the proposed agreement is attached). I have reviewed the agreement and costs, and recommend that the City continues to participate in this program, including rebates to residents for new toilets and other water-saving fixtures.

Participation in this program is important to the City, not just to promote water conservation, but as a water conservation strategy that is required by both our water use permit from the South Florida Water Management District and our own Comprehensive Plan.

FISCAL IMPACT:

The cost to fully participate is as follows:

Year 1 Maximum Cost \$24,983.04
Year 2 Maximum Cost \$25,433.01
Year 3 Maximum Cost \$25,896.48
Year 4 Maximum Cost \$26,373.86
Year 5 Maximum Cost \$26,865.55

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Requested Amount</u>	<u>Remaining Amount</u>
450-950-536611-536	\$26,000.00	\$24,983.04	\$1,016.96

ALTERNATIVES:

The City Commission could decline to participate in this program, but it is popular with residents and is an important part of the water conservation requirements of our consumptive water use permit from the South Florida Water Management District.

ATTACHMENTS:

1. Proposed Interlocal Agreement

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF COOPER CITY

for

**COST SHARE SUPPORT OF A
WATER CONSERVATION INCENTIVES PROGRAM**

This Interlocal Agreement (the "Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and The City of Cooper City, its successors and assigns, hereinafter referred to as "Partner," collectively the "Parties." Collectively "County" and/or "Partner" will be referred to as the "Party" or "Parties."

RECITALS

- A. County-wide consumptive use water demands are projected to increase by as much as 45 million gallons per day by the year 2040 based on South Florida Water Management District's Lower East Coast Water Supply Plan projections for public water supply raw water demands;
- B. The county-wide Integrated Water Resource Plan seeks to optimize the beneficial uses of local water resources by making our water resources go further;
- C. In May 2008, the Broward Water Resources Task Force (Task Force) was created through resolutions of the Broward County Board of County Commissioners, South Florida Water Management District, and Broward League of Cities to identify and evaluate potential regional and subregional water supply projects and water conservation opportunities;
- D. The Task Force recognized that water conservation and incentive programs offer the lowest cost means of generating the additional water needed to meet the region's projected water demands;
- E. Since its formation in 2011, the Broward Water Partnership (aka Conservation Pays) and the regional Water Conservation Incentives Program have experienced many successes, and therefore the Parties now desire to renew this Agreement in furtherance of shared water conservation goals, regional water conservation strategies, and conservation activities reflected in consumptive use permit requirements.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1. Board. The Board of County Commissioners of Broward County, Florida.
- 1.2. Contract Administrator. Director of the Broward County Environmental Planning and Community Resilience Division or such person’s successor as designated by County in writing.
- 1.3. County. Broward County, Florida, a political subdivision of the State of Florida.
- 1.4. Project. The project or projects set forth in Article 2 hereof, and Exhibit A.

ARTICLE 2. SCOPE OF SERVICES

- 2.1. Scope of Services. The Parties shall perform all work specified in this Agreement including the work specified in Exhibit A ("Scope of Services"). Unless stated otherwise in this Agreement, the work required of the Parties includes all labor, materials and tasks, whether or not enumerated in the Agreement, that are such an inseparable part of the work expressly stated in the Agreement that exclusion thereof would render any Party’s performance impractical, illogical, or unconscionable.

ARTICLE 3. FINANCIAL CONTRIBUTION

- 3.1 County agrees to provide a total not to exceed amount of \$125,000.00 annually towards meeting all obligations amongst the Parties as outlined in Exhibit A.
- 3.2 Partner agrees to pay the maximum amounts not to exceed described in Exhibit B, including i) an annual base cost for media outreach and administration of \$ 14,999.04, subject to an annual cost-of-living adjustment of 3% in Years 2 through 5 of the Agreement, and ii) reimbursement of incentives/rebates costs actually incurred by County.
- 3.3 County may invoice Partner within 45 days of the Effective Date and annually thereafter for the amounts set forth in Exhibit B. Payment is due no later than 45 days from invoice. Payment shall be made to County at:

Broward County Board of County Commissioners
Director, Environmental Planning and Community Resilience Division
115 South Andrews Avenue, Room 329-H
Fort Lauderdale, Florida 33301

ARTICLE 4. TERM AND TIME OF AGREEMENT

- 4.1 Term. The term of this Agreement shall begin on October 1, 2021 (the "Effective Date"). The term of the Agreement shall be for a period of five (5) years from the Effective Date.
- 4.2 Extensions. No extensions of this Agreement are anticipated. In the event that expiration of this Agreement would result in a gap in the provision of services necessary for the ongoing operations of the County, then this Agreement may be extended, at the sole discretion of the Purchasing Director, on the same terms and conditions by the Purchasing Director for period(s) not to exceed six (6) months in the aggregate.
- 4.3 Fiscal Year. The continuation of this Agreement beyond the end of any Party's fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapters 129 and 166, Florida Statutes.
- 4.4 Force and Effect. All duties, obligations, and responsibilities of the Parties required by this Agreement shall remain in full force and effect throughout the term of this Agreement, as set forth above, unless written notice of termination by the County or any of the Partners is provided pursuant to the Notices provision.
- 4.5 Time of the Essence. Time is of the essence for all performance required under this Agreement.

ARTICLE 5. TERMINATION

- 5.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in all other instances termination for cause may be effected by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause was provided.

- 5.2. Termination of this Agreement for cause shall include, but not be limited to, negligent, or intentional acts, repeated submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement, or multiple breaches of this Agreement which has a material adverse effect on the efficient administration of the Project notwithstanding whether any such breach was previously waived or cured.
- 5.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by County Administrator which County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.
- 5.4. In the event this Agreement is terminated for convenience, County shall be paid for any services properly performed to the date the Agreement is terminated; however, upon being notified of Partner's election to terminate, County shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Partner acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience in the form of County's obligation to provide advance notice to Partner of such termination in accordance with Section 5.1.

ARTICLE 6. GOVERNMENTAL IMMUNITY AND LIABILITY PROTECTION

- 6.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall any term included herein be construed as consent to be sued by third Parties in any matter arising out of this Agreement or any other contract. County and Partner, to the extent that they are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, agree to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.
- 6.2 Partner is an entity subject to Section 768.28, Florida Statutes, and Partner shall furnish Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of said Agreement.

ARTICLE 7. MISCELLANEOUS

- 7.1 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Partner and Consultants to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement. The Contract

Administrator may approve in writing minor modifications to the Scope of Services provided that such modifications do not increase the total cost to County or waive any rights of County.

- 7.2 Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either Party. If Partner violates this provision, County shall have the right to immediately terminate this Agreement.
- 7.3 Public Records. To the extent either Party is acting on behalf of the other as stated in Section 119.0701, Florida Statutes, each Party shall:
- 7.3.1. Keep and maintain public records required to perform the Services;
 - 7.3.2. Upon request, provide the other Party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 7.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement; and
 - 7.3.4. Upon completion or termination of this Agreement, each Party shall keep and maintain all public records related to this Agreement, except as required to comply with paragraph 6.2, and shall destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

Any material a Party contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (“Trade Secret Materials”) must be separately submitted and conspicuously labeled “EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET.” In addition, the Party providing the material must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to either Party for records designated as Trade Secret Materials, that Party shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Party claiming the exemption. Neither Party waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement, and each Party shall be liable for its own negligence and does not assume any liability for the other Party's negligence

relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PARTNER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 519-1466, SMOLLOY@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 329H, FORT LAUDERDALE, FLORIDA 33301.

7.4 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm’s-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. Neither Party's failure to enforce any provision of this Agreement shall be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

7.5 Notices. In order for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:

Environmental Protection and Growth Management Department
Broward County Environmental Planning and Community Resilience Division
115 South Andrews Avenue, Room 329H
Fort Lauderdale, Florida 33301
Email address: smalloy@broward.org

With copy to:

Broward County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, Florida 33301

NOTICE TO PARTNER:

City of Cooper City
Michael Bailey, Director of Utilities/City Engineer
11791 SW 49 Street
Cooper City, FL 33330

- 7.6 Compliance with Laws. Each Party shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations under this Agreement.
- 7.7 Third Party Beneficiaries. The Parties acknowledge that there are no third party beneficiaries under this Agreement.
- 7.8 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 7.9 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.
- 7.10 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 7 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 shall prevail and be given effect.
- 7.11 Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.
- 7.12 Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, PARTNER AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

- 7.13 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 the Board and Partner. Further, Partner acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.
- 7.14 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.
- 7.15 Incorporation by Reference. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. The attached Exhibit A and Exhibit B are incorporated into and made a part of this Agreement.
- 7.16 Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto does hereby represent and warrant that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party.
- 7.17 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the Party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever and to the full extent such causes are removed. However, if such nonperformance exceeds sixty (60) days, the Party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the Party so affected. This Section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.
- 7.18 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- 7.19 Use of County or Partner Logos. Contractor shall not use County's or Partner's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of the applicable party.

- 7.20 Independent Contractors. The Parties are independent contractors, and nothing in this Agreement shall constitute or create a legal entity, partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Party nor their agents shall act as officers, employees, or agents of the other. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by this Agreement.
- 7.21 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.
- 7.22 Discriminatory Vendor and Scrutinized Companies Lists. Partner represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Section 215.473, Florida Statutes. Partner represents and certifies that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.
- 7.23 Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD County through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and Partner, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
_____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Deanna Kalil (Date)
Assistant County Attorney

By: _____
Michael C. Owens (Date)
Senior County Attorney

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RENEWAL ConservationPays ILA.docx
05/12/2021
#60057

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND PARTNER TO PROVIDE COST SHARE SUPPORT OF A WATER CONSERVATION INCENTIVES PROGRAM

CITY OF COOPER CITY

Attest:

Clerk

By _____
Mayor-Commissioner

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

**Broward Community
Water Conservation and Incentives Program**

1. INTRODUCTION

Water plays a critical role in South Florida and will continue to directly influence the future sustainability of Broward County’s economy, environment, and quality of life. Future water demands will continue to be influenced by population growth, rates of per capita consumption, and variable climatologic conditions.

In 2007, the Regional Water Availability (RWA) Rule was adopted by the South Florida Water Management District to ensure the preservation of regional water resources in support of Everglades restoration. The RWA Rule limits future withdrawals from the Biscayne Aquifer, currently our primary source of drinking water, thereby requiring the development of alternative water supplies to meet growing urban demands for water. Although a number of alternative water supply projects are under development and regional strategies are being explored, water conservation has been repeatedly identified as a strategy warranting aggressive implementation.

In May 2008, the Broward Water Resources Task Force (“Task Force”) was created to identify and evaluate potential regional and sub-regional water supply projects and water conservation opportunities. The Task Force recognized that water conservation offers the lowest cost means of generating the additional water needed to meet the region’s projected water demands. In June 2010, the Task Force completed its report and included several recommendations for immediate implementation pertaining to regional water conservation efforts. A key recommendation advanced by the Task Force and supported by resolution of the Broward County Board of County Commissioners and the Broward League of Cities is the establishment of a county-wide water conservation and incentives program with the purpose of delivering unified water conservation messaging, information, and services to benefit all Broward county residents and water suppliers.

In response, in 2011, the Broward Water Partnership was formed, with water utilities committing resources to fund a regional rebate and incentives program as well as the centralized administration of the program by Broward County’s Environmental Planning and Community Resilience Division, and Broward County committing funds for consultant services to aid in program branding, marketing, outreach and implementation. This program was subsequently branded Conservation Pays.

The overall objectives of the Conservation Pays Program (the “Program”) are to encourage residents and businesses in Broward County to adopt an enduring water conservation ethic that supports long-term water resource sustainability and to achieve

permanent and measurable water savings through replacement of low efficiency plumbing fixtures with high efficiency models.

There are two principal components to the Program:

- Implementation of an aggressive media campaign to promote the overall need for water conservation, provide residents and businesses with information on ways to reduce their water consumption, and promote the availability of program resources.
- Provision of incentives for retrofitting existing fixtures with new, high efficiency plumbing fixtures through offers of free water-saving fixtures and rebates. Incentives and rebates will be provided for such retrofitting to include high efficiency toilets, pre-rinse spray valves, faucets, aerators, and showerheads or other mutually agreed upon combination of water-saving fixtures of equal value.

2. PROGRAM DESCRIPTION

The Conservation Pays Program is a coordinated county-wide program, with uniform branding that distinguishes this collaborative Partnership. Year-round messaging promotes water conservation and is heightened during dry months and periods of water shortage. Promotion and coordination of rebates and incentives is coordinated by the County, with an annual goal of distributing 2,000 toilet rebates, along with production of promotional materials, articles, a recognition program, and community outreach.

The proposed scope of work builds upon achievements already realized through implementation of the Conservation Pays program during its initial five-year period. The scope of work in Section 3, below, details the program elements, obligations, and commitments of the both Parties (County and Partners) in the delivery of the water conservation and incentives program within Partner jurisdictions in Broward County. This scope of work covers five years of full program implementation.

The County proposes to provide these services to achieve water conservation, cost savings, and greater environmental stewardship within residences and businesses throughout the County. This effort consists of both a technical approach, designed to replace water fixtures with higher efficiency models and reduce demand throughout residences and business operations, thereby resulting in documented water and cost savings, and supporting energy conservation; and, an education and outreach approach, aimed at championing the overall need to conserve water. The overall effort will be coordinated by the County, while individual Partner participation will be required for complete program implementation.

3. SCOPE OF WORK

The Scope of Work in support of the Partnership Agreement is undertaken through the following series of tasks.

COUNTY RESPONSIBILITIES:

Task 1 Administration of the Program. The County will provide overall administration of the Agreement, including financial and annual reporting.

The County will coordinate at least one meeting annually with Partners to present annual Program achievements, review administrative or logistical Program issues, and consider new Program promotions and opportunities for improvement.

The County will provide reports to Partners as requested on rebate expenditures, device deliveries, and water savings.

An Annual Report will outline the performance of the program and the meeting of goals and objectives. It will include a comparison of planned vs. implemented measures, communications tools, marketing efforts (including media buys), an analysis of marketing efforts relative to rebate activities, a report on leveraged funds, a summary of Program awards, identification of Program needs, and opportunities, and recommendations going forward. The report will also address any unanticipated delays and issues that necessitate modification of the Program. The County shall provide the Annual Report within one month following the completion of the County’s fiscal year.

Task 2 Procurement and management of professional services to assist with Program development and implementation. The County will procure consulting services to assist in the overall development and implementation of an annual media and outreach campaign to get the water conservation message out, promote the Program, and connect conservation needs to climate change pressures on our water resources. For cost-effectiveness, the campaign will be designed to integrate as much as possible with existing regional outreach initiatives and media sources. The consultant, under direction of the County, will work with Partners to complete the following tasks, including, but not limited to: develop Program branding, create a Program website, develop Public Service Announcements (“PSAs”) for broadcast media, prepare newsprint advertisements, arrange media buys, develop promotional articles, produce PSAs for viewing on public access channels and the County’s video-on-demand service, design print materials, and develop promotional concepts.

Task 3 Manage and promote media campaign for water conservation outreach and Program marketing. The County will develop and promote an annual media

campaign designed to impart water conservation messages to residents (brochures, website, etc.); identify opportunities to distribute water-saving information and Program promotional materials to communities, businesses, schools and other venues of interest; and develop and deliver educational materials on the need to conserve water and ways to save water to residents through various media. Residents, employees, businesses, homeowner associations and other organizations that include utility customers are the targeted audiences. Categories of media to be considered in the promotion of the Program include pieces for written publications (newspapers, trade publications, newsletters, brochures), broadcast media (television, radio, automated phone lines), social media, and mobile device compatible websites. Promotion of the water conservation and incentives initiative will also occur through interaction with consumer groups, the plumbing industry, and fixture vendors. Opportunities to highlight results and publicize successes will be identified by the County.

Task 4 **Communications coordination.** The County will work with Partners to ensure linking of resources and communications among the network of Partners. A database will be created that identifies Partners, Program services, and educational resources. Program materials (brochures, fliers, posters) will be provided in electronic form for reproduction by Partners. A detailed list of preferred educational resources will be generated and posted on the main Program website (to be hosted by County) with all information to be coordinated and cross-posted.

Task 5 **Rebate and incentives program.** The County will coordinate with device vendors to promote the program and eligible devices; manage and process rebates; coordinate the purchase of conservation devices for exchange and giveaway; coordinate with Partners to identify appropriate points of distribution; promote both residential and commercial opportunities; provide for full accounting/tracking; and, provide additional outreach/promotion where demand may be less than availability.

The County will work with residents to guide them through the incentives process; work with regional vendors to ensure the availability of the desired retrofit fixtures and establish agreements for bulk purchasing; establish working relationships with the plumbing industry and fixture vendors; receive and evaluate resident applications for eligibility for replacement and rebates; manage the acquisition and distribution of fixtures to be provided to residents free of charge; manage the collection and disposal of replaced fixtures; manage the preparation and issuance of rebate checks; collect and analyze resident survey data; and evaluate the success of the incentives initiative.

Task 6 **Development of an awards/recognition program.** The County will coordinate with Partners to develop an awards/recognition program that quantifies and

promotes water savings achieved in homes and businesses where new water conservation devices are installed.

Task 7 **Leverage funds and resources.** The County will seek to leverage dollars and resources by pursuing additional funds and support from local, state, and national sources, including, but not limited to SFWMD’s Local Cooperative Funding Program, Water Sense Partnership (EPA), and local groups. In addition, the County will solicit support from sponsors through the County’s Advantage Marketing program.

PARTNER(S) RESPONSIBILITIES

Task 8 **Participate in coordination meetings.** The Partner will participate in coordination meetings and provide timely review and feedback on any Program products or deliverables. The Partner will identify a designated point of Partner contact. The Partner will assist in refining Program elements and expenditure priorities, as needed; develop controls and measures of success for the Program; and, provide final oversight of Program operations within the Partner’s jurisdiction.

Task 9 **Promotion.** The Partner will work with the County to identify points of distribution and promotional outlets available to Partner to promote the Program and services within the Partner’s jurisdiction and will actively coordinate with County on program promotions utilizing municipal media outlets and communications.

4. PAYMENT AND DELIVERABLES SCHEDULE

Payments for services provided by the County will be provided by the Partner according to the Exhibit B, Payment Schedule. Participating entities will not front the cost of individual rebates and/or devices but will be invoiced by the County for actual rebates and/or devices issued within their service areas within a given year.

This Agreement includes a 5-year term for Program delivery.

**EXHIBIT B
PAYMENT SCHEDULE
CITY OF COOPER CITY**

Total consideration for this Agreement is subject to multi-year funding allocations, and funding for each applicable fiscal year of this Agreement will be subject to County and Partner budgetary appropriations. In the event the County or Partner does not approve funding for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Agreement to the contrary. Annual invoices shall be issued by August 20th, payment to be received by no later than September 30th. Partner will not front the cost of individual rebates and devices, but will be invoiced up to the maximum not to exceed costs exhibited in the chart below, by the County for actual rebates and devices issued within their service areas within a given year.

Year	Incentives/ rebates cost	Media Outreach/ Administration cost	Maximum Not to Exceed Partner's Cost	Invoice submitted by:
1	\$ 9,984.00	\$ 14,999.04	\$ 24,983.04	August 20, 2022
2	\$ 9,984.00	\$ 15,449.01	\$ 25,433.01	August 20, 2023
3	\$ 9,984.00	\$ 15,912.48	\$ 25,896.48	August 20, 2024
4	\$ 9,984.00	\$ 16,389.86	\$ 26,373.86	August 20, 2025
5	\$ 9,984.00	\$ 16,881.55	\$ 26,865.55	August 20, 2026



CITY COMMISSION STAFF REPORT

DEPARTMENT: Utilities Department

SUBJECT: Motion to Approve Water Treatment Plant Roof Replacement - **Utilities**

CITY MANAGER RECOMMENDATION:

The City Manager Recommends approval to procure roof replacement services from Duro-Last Roofing for the water treatment plant at the Utilities Complex site

BACKGROUND OF ITEM:

Utilities Department staff have identified roof leaks in the water treatment plant and multiple inspections from roofing companies indicate that it needs to be replaced. The City Commission approved \$135,000 in the current year's budget for this work.

ANALYSIS:

The Public Works Department recommends the Duro-Last roofing system for this facility, having used that roofing product for roof replacements at City Hall, the Community Center, and the Police Station. Utilities staff contacted Duro-Last and obtained a quote totaling \$136,525.63 for the water treatment plant, using a contract they've established with a national governmental purchasing cooperative called the The Interlocal Purchasing System (TIPS). TIPS is a national purchasing cooperative that offers access to competitively procured purchasing contracts to its membership (a more thorough description of TIPS is attached). Staff also obtained a quote totaling \$213,380.00 from Advanced Roofing, using their contract with Broward County, which is included here for comparison.

Given the significant difference in pricing and the City's successful past experience with the Duro-Last roofing system, I recommend Commission approval of this procurement in the amount of \$136,525.63 via the TIPS purchasing cooperative. I also recommend Commission approval of a contingency expenditure not to exceed 10% of the contract amount (\$13,653.00), to be used only in the event of any change orders approved by my office. This will avoid having to wait for Commission approval of relatively minor change orders, thereby avoiding further delay claims by the contractor.

FISCAL IMPACT:

The Commission approved \$135,000 in the current budget for Utilities roof replacements. No funds have yet been expended from this account. If approved, this purchase will require a transfer of \$15,178.63 from Account 450-950-599000-536 Contingency, which currently has a balance of \$84,29884.00.

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Current Balance</u>	<u>Requested Amount</u>	<u>Remaining Amount</u>
450-950-566000-536	\$135,000.00	\$135,000.00	\$135,000.00	\$0.00
450-950-599000-536	\$300,000.00	\$84,298.00	\$15,178.63	\$69,119.37

ALTERNATIVES:

The Commission could opt to issue a formal Invitation to Bid for this work, but this will include additional expense for engineering services to provide technical specifications for the bid document.

ATTACHMENTS:

- TIPS Interlocal Purchasing System Frequently Asked Questions document
- Agreement – TIPS Contract
- Advertised Solicitation - TIPS
- Vendor Submittal – Duro-Last
- Pricing – Duro-Last
- Cooper City Vendor Compliance
- Cooper City Agreement
- Duro-Last Pricing Detail Sheet
- Advanced Roofing Quote (for comparison only)

Our website uses cookies. This website stores cookies on your computer. By continuing to use this website, you agree to our use of cookies. We will never disclose your information to a third party. For more information, please see our [privacy and cookies policy](#).

Got It!

ELECTRIC POWER DISASTER RELIEF SIGN UP ALL CONTRACTS ALL VENDORS

HOME CONTRACTS MEMBERSHIP VENDORS EDGAR & FEDERAL COMPLIANCE COVID ABOUT US

Frequently Asked Questions

1. What is TIPS?

TIPS is an acronym for The Interlocal Purchasing System. TIPS is a national purchasing cooperative that offers access to competitively procured purchasing contracts to its membership. TIPS is housed at and managed by the Region 8 Education Service Center located in Pittsburg, Texas. [Learn More About TIPS](#)

2. How does my organization benefit from using a purchasing cooperative like TIPS?

For governmental agencies such as public education organizations, higher education entities, and city or county governments, membership in a purchasing cooperative offers the following benefits:

- Access to competitively procured contracts with quality vendors
- Savings of time and financial resources necessary to fulfill bid requirements
- Assistance with purchasing process by qualified TIPS staff
- Access to pricing based on a "national" high-profile contract

3. How are TIPS contracts awarded?

The general process to award a TIPS contract to a vendor is as follows:

- TIPS posts an RFP/RFQ for a specific product/service with a deadline date and time for submission of responses
- TIPS advertises the posting of the RFP/RFQ in a manner that meets the state of Texas requirements as well as in additional formats established by TIPS as beneficial to TIPS members including a national advertisement in USA Today.
- TIPS collects all incoming proposals until the deadline for submission
- TIPS staff open and record all of the proposals submitted prior to the advertised deadline
- A scoring committee reviews all proposals and scores the proposals based on the criteria established by TIPS (scoring rubric is included in the posted RFP/RFQ documents)
- A vendor receiving a score of at least 80 on the scoring rubric is then recommended to the Region 8 ESC Board of Directors at the monthly meeting to receive a TIPS contract to sell the specified product/service.
- The ESC Board of Directors votes to award contracts following the recommendation and discussion of proposed contracts.

4. Where are TIPS solicitations advertised?

TIPS solicitations (RFP's/RFQ's) are advertised for 2 consecutive weeks in the Pittsburg Gazette in Pittsburg, Texas as well as on a national scope in the USA Today. For solicitations advertised after July 1, 2014, postings are also advertised in The Advocate published in Baton Rouge, Louisiana.

5. Who can be a member of TIPS?

The Interlocal Purchasing System currently serves entities such as state and local governments and non-profit organizations, including but not limited to:

- K-12 school districts
- Charter Schools
- Colleges and Universities (State and Private)
- Cities/Municipalities
- Counties/Parishes
- State Agencies
- Emergency Services Districts
- Non-profit organization as defined by the Internal Revenue Service

· Other entities with legislated purchasing/bidding requirements

6. How much does it cost to be a member of TIPS?

Membership in The Interlocal Purchasing System is free.

7. How does my organization become a member of TIPS?

The TIPS website offers step-by-step instructions on how to become a member. The process is fast, and it's free. It is, however, specific to your home state. Please click on this link to access the membership instructions and documents: <https://www.tips-usa.com/membership.cfm>

8. How can my business become an awarded vendor to sell products or services through TIPS?

The only way a vendor can sell products or services through the TIPS cooperative is to be awarded a contract by TIPS. This can only happen when a vendor responds to a TIPS solicitation (RFP/RFQ) for their specific product or service and meets the scoring requirements to receive an awarded contract from the Region 8 ESC Board of Directors (which serves as the governing board of TIPS). For further information, please see question #4 of this FAQ or visit the following link: <https://www.tips-usa.com/becomebidder.cfm>

9. I am not from Texas. Does the TIPS purchasing process meet the purchasing requirements of my state? TIPS staff work closely with TIPS legal counsel to verify that a state's purchasing law allows for the operation of purchasing cooperatives within the state through either direct or piggyback agreements. This legal authority is accessible by state on the TIPS website. However, it is ultimately the responsibility of the purchasing member to ensure that all aspects of a specific purchase meet individual state purchasing laws, rules, and regulations.

TIPS Vendor Agreement (JOC)

Between Duro-Last, Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RCSP 210205 Trades, Labor, and Materials

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement 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 shall control.

The Vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda possible.

Terms and Conditions

Conflicts with RS Means Unit Price Book

If the terms of the solicitation referenced RS Means Unit Price Book occur, the RS Means Book shall control if it determines the legality of the solicitation award as it relates to the requisite Means Unit Price Book.

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement or purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings or as otherwise required by applicable statute or regulation.

Other Wage Rates

Other wage rates may be required by some TIPS Members and acceptance of a project by the Vendor may require the Vendor to comply with the TIPS Member's required wage rate.

Tax exempt status

Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, 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 Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer 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 vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately two (2) years with an option for renewal extension for an additional three (3) consecutive one (1) year terms. The three (3) consecutive one (1) year terms shall renew automatically annually, unless either of the parties notifies the other of its objection to a (1) year renewal. TIPS reserves the right to object to and refuse any or all of the additional three (3) consecutive one (1) year renewal terms.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation.

Example: *If the anticipated award date published in the Solicitation is August 27, but extended negotiations delay award until September 24, the end date of the resulting initial “two-year” term Agreement, (which is subject to an extension(s)) will still be August 31, 2022.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus two years.

Example: *If the original term is approximately two years, and the solicitation provides an anticipated award date of August 27, 2020, the expiration date of the original two-year term shall be August 31, 2022.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be August 31, 2023.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an

Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

The awarded Vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxx." Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order or contract by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Pricing

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book unless agreed by the TIPS Member. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online

at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part

200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Form of Agreement and Reporting

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal to the TIPS Member. TIPS does not require a review a TIPS Member's Job Order contract TYPE AIA or other similar Contract provided by the TIPS Member. This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member 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.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties, service agreements or any supplemental agreement that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof.

Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases 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. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

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 fully 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.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Bonding

Proposer must provide a current letter, issued on or after the date on which this Solicitation was posted, from their Surety company(ies) that specify the bonding capacity of the proposer. Bonding surety must be authorized

to do business in the State of Texas and be listed on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570) Bonding capabilities documentation must be scanned and uploaded to the "Response Attachments" BONDING section.

Professional Engineering and Architect's Services

Professional Engineering and Architect's Services are not permitted to be provided under this Agreement. Texas statutes prohibit the procurement of Professional Engineering and Architect's Services through a cooperative agreement.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member, Member's design professionals and Vendor. It is permitted for the TIPS Member to provide a general scope description, but the awarded vendor should provide a written scope of work, and if applicable, according to the TIPS Member's design Professional as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a PO and/or an Agreement or Contract with the Job Order Contract Proposal referenced or as an attachment along with bond and any other special provisions agreed by the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and/or an Agreement or Contract and shall take precedence over those in this base TIPS Vendor Agreement.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) may be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as "the notice to proceed" as agreed by the Vendor and the TIPS Member. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued per the contractual requirements of the project with the TIPS Member. Any Construction contract prepared by the TIPS Member's Legal Counsel may alter the terms of this subsection, "Scheduling of Projects".

Bonding

When applicable, and depending on the laws of the TIPS member's jurisdiction, performance and payment bonds will be required on construction or labor required jobs and awarded contractor will meet the TIPS member's local and state purchasing requirements. In Texas, Performance Bonds are required when the project is valued at greater than \$100,000 and Payment Bonds on jobs over \$25,000. Awarded contractors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order/contract.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives may assist, at TIPS sole discretion, in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

Certifications.

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. **Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement.** For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

I certify that 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 per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region 8 or a Texas TIPS Member subject to the Statute shall include a Choice of Law provision providing that this agreement shall be subject to and interpreted by the Laws of the State of Texas without regard to any conflict of laws principles for any action shall be in a court of competent jurisdiction in Texas and any arbitration shall be in the State of Texas. Pursuant to the Texas Business and Commerce Code, as amended by the 85th Texas Legislature, this Construction Agreement for Job Order Contract services is, in the event of a dispute between the parties, subject to interpretation according to the Laws of the state of Texas only, without regard to any conflict of laws principles. Venue for any alternative dispute resolution procedure or process shall be in the state of Texas. If the dispute is litigated, venue and jurisdiction shall be in a court of competent jurisdiction in the state of Texas.

Pursuant to 85th Texas Legislative H.B. 3270, as it applies to Texas Education Code § 22.0834 et seq, the Vendor shall comply with all relevant sections related to student contact, background checks, fingerprinting and other related requirements.

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:**

All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three business days and confirm its receipt with TIPS.

- **Promotion of Agreement:**

It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor, bypassing the TIPS Agreement when the Member has requested the TIPS agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

TIPS Vendor Agreement Signature Form

RCSP 210205 Trades, Labor, and Materials (JOC)

Company Name Duro-Last, Inc.
Address 525 Morley Drive
City Saginaw State MI Zip 48601
Phone (800) 248-0820 Fax (800) 432-9331
Email of Authorized Representative cplyler@duro-last.com
Name of Authorized Representative Chenelle D. Plyler
Title Cooperative Purchasing Administrator
Signature of Authorized Representative *Chenelle D. Plyler*
Date 4/30/2021
TIPS Authorized Representative Name Meredith Barton
Title Chief Operating Officer
TIPS Authorized Representative Signature *Meredith Barton*
Approved by ESC Region 8 *David Wayne Fitts*
Date 4/22/2021

June 14, 2021

Ms. Claudia Portocarrero
Purchasing Agent
City of Cooper City
9090 SW 50th Place
Cooper City, FL 33328

Re: Duro-Last Re-Roofing Proposals for the George A. Haughney, P.E. Utility Complex

Dear Ms. Portocarrero:

Duro-Last submitted proposals for the aforementioned projects on November 5, 2020, and May 25, 2021. At the time the November proposal was submitted, Duro-Last's contract number with The Interlocal Purchasing System (TIPS) was 200201.

Duro-Last's contract with TIPS has since been renewed. Our renewed contract number is 210205, which should be the contract number used when awarding the May 25th proposal.

Please feel free to contact me at (989) 284-5391 or cplyler@duro-last.com with any questions or additional information.

Best Regards,



Chenelle D. Plyler
Cooperative Purchasing Administrator
Duro-Last, Inc.

NEVER
EMAIL
ANY PORTION
OF YOUR PROPOSAL TO TIPS

You should submit your proposal through the Ion Wave eBid system by the posted due day and time as provided in the documents within eBid system.

**Never submit a proposal
OUTSIDE
of the eBid system,
unless you have spoken to
**Meredith Barton, Sarah
Reynolds or Rick Powell****

Submitting outside the eBid system requires TIPS to provide you with a MANUAL RFP packet.

ALL MANUAL SUBMISSION PACKETS MUST BE PROVIDED TO THE PROPOSER AND SUBMISSIONS MUST BE SEALED AND RECEIVED AT TIPS PRIOR TO THE DUE DATE AND TIME.

Only the three staff above may authorize this process.

Their emails are:

Sarah Reynolds sarah.reynolds@tips-usa.com

Meredith Barton Meredith.Barton@tips-usa.com

Rick Powell rick.powell@tips-usa.com

INSTALLATION AND CONSTRUCTION ON SITE CONSIDERED A PUBLIC WORK – JOB ORDER CONTRACT (JOC)

RCSP 210205 Trades, Labor, and Materials

This is a Request for Competitive Sealed Proposals as permitted by Texas Government Code §2269.

COMPETITIVE PROCUREMENT SOLICITATION DOCUMENT



THE INTERLOCAL PURCHASING SYSTEM (TIPS)

A Cooperative Purchasing Program available for membership by Governmental and other eligible entities in all fifty states.



TEXAS REGION 8 EDUCATION SERVICE CENTER (Region 8 ESC)

TIPS Lead Agency

This solicitation is for the installation for projects that the work required for installation is considered a public work construction project and the solicitation description is a Request for Competitive Sealed Proposals as permitted under Texas Government Code §2269; Job Order Contracts. How the installation is classified is dependent on the judgment of the TIPS Member entity and the work involved in the specific scope of the project.

CONTACT INFORMATION:

TIPS/Region 8 ESC
4845 US Hwy. 271 North
Pittsburg, Texas 75686
Toll Free: (866) 839-8477
Email: bids@tips-usa.com
Website: www.tips-usa.com

NOTICE TO PROPOSERS

PROPOSAL DUE DATE:

March 19, 2021 AT 3:00 P.M. LOCAL TIME

ALL PROPOSALS TO BE RECEIVED ELECTRONICALLY, OR OTHERWISE SEALED, BY FOREGOING DATE & TIME.

LOCATION OF SOLICITATION DOCUMENTS:

Solicitation documents are located at <http://tips.ionwave.net>. If you encounter a problem while accessing the solicitation, please contact TIPS at the contact information provided above for assistance.

REQUEST FOR COMPETITIVE SEALED PROPOSAL:

This solicitation document is a Request for Competitive Sealed Proposals as permitted under Texas Government Code §2269 for the category:

RCSP 210205 Trades, Labor, and Materials (JOC)

TIPS is seeking qualified contractors to provide **public works construction and installation** on TIPS member entities' sites. You may provide complete turn-key construction or materials only or a combination of all material or services that may meet the needs of our member entities.

NOTICE: The type of solicitation document is identified directly above. The use of terms such as: "Solicitation", "Bid", "Request for Proposal", "RFP", "Request for Competitive Sealed Proposal", "RCSP", or other specific terms, may be inaccurate legal terminology and should be construed to mean the method of competitive procurement identified directly above with the legal citation.

PIGGYBACKING NOTICE:

THIS IDIQ SOLITICATION IS INTENDED FOR THE USE OF REGION 8 ESC, TIPS, TIPS MEMBER ENTITIES (MEMBERS), AND FUTURE MEMBERS TO PIGGYBACK UPON AND UTILIZE AS THEIR OWN SOLICITATION FOR LEGAL PROCUREMENT. SINCE MEMBER ENTITITES PIGGYBACKING ON AN AGREEMENT RESULTING FROM THIS SOLICITATION MAY DO SO AT THEIR OWN DISCRETION/TIMING, THE SCOPE REQUIREMENTS OF THE SOLICITATION MAY CHANGE DURING THE LIFE OF THE RESULTING IDIQ AGREEMENTS AND NO SPECIFIC PURCHASE VOLUME IS GUARANTEED BY TIPS.

Contractor Questions

Questions about the specific solicitation shall be submitted to bids@tips-usa.com with the following in the subject line: "210205 Trades, Labor, and Materials - contractor question." Questions of a ministerial nature will be answered without an addendum, but questions of a substantive nature that are not addressed in the solicitation or deemed relevant to the process by TIPS will be addressed by properly posted addendum.

SUBSTANTIVE QUESTIONS WILL BE RECEIVED UNTIL March 12, 2021 AT NOON Local Time.

Pre-Bid Meeting (Not Mandatory)

A Pre-Bid Meeting may be requested by any proposer, if you wish to request a Pre-Bid Meeting, please email bids@tips-usa.com by Noon, February 18, 2021.

If requested, a Pre-Bid meeting will be scheduled if agreed by TIPS, an addendum posted and a notification will be sent by the electronic bidding system to all known interested parties.

If Requested, TIPS reserves the right to determine if a Pre-Bid Meeting is held.

ANTICIPATED SCHEDULE OF AWARD OR RELATED EVENT:

These anticipated dates may change due to number of responses and staff workloads or extension of time for the due date.

Posting Date	February 4, 2021	8:00 A.M. Local Time
Proposal Deadline	March 19, 2021	3:00 P.M. Local Time
Proposal Opening	March 19, 2021	3:00 P.M. Local Time
Proposal Review Begins	March 19, 2021	3:01 P.M. Local Time
Proposal Review Ends	April 15, 2021	One (1) week prior to anticipated Award Date
Proposals Award	April 22, 2021	8:30 A.M. Local Time
Award Notifications	April 22, 2021	12:00 P.M. Local Time

Negotiating deviations to terms and conditions is very time consuming, so Vendors with deviations are evaluated last, so TIPS does not delay awards to vendors that do not submit deviations.

TIPS agreements are available for use by all schools, colleges, universities, cities, counties and other government entities in all fifty states if permitted by the jurisdictions of the governmental entities.

General Information

FINANCING OF TIPS

TIPS Vendor Paid Fee

The total cost of the TIPS program, in most cases, is primarily funded through an administration fee paid to TIPS by the awarded contractors. The fee is based on actual vendor project sales. Vendor will pay the fee on the amount actually invoiced and paid on TIPS sales by TIPS members. Fees are not assessed to vendors for shipping cost, required bond cost, or any taxes that may be applicable.

TIPS establishes a fee for each solicitation for proposals that is in the best interest of TIPS and its members.

The fee schedule for agreements awarded under solicitation is 2%.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately two (2) years with an option for renewal extension for an additional three (3) consecutive one (1) year terms. The three (3) consecutive one (1) year terms shall renew automatically annually, unless either of the parties notifies the other of its objection to a (1) year renewal. TIPS reserves the right to object to and refuse any or all of the additional three (3) consecutive one (1) year renewal terms.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation.

Example: *If the anticipated award date published in the Solicitation is August 27, 2020 but extended negotiations delay award until September 24, the end date of the resulting initial “two-year” term Agreement, (which is subject to an extension(s)) will still be August 31, 2022.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus two years.

Example: *If the original term is approximately two years, and the solicitation provides an anticipated award date of August 27, 2020, the expiration date of the original two-year term shall be August 31, 2022.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be August 31, 2023.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute.

THIS CLAUSE CONTROLS OVER ANY OTHER TERM IN ANY OTHER PART OF THIS SOLICITATION. TIPS reserves the right to solicit proposals at any time it is in the best interest of TIPS and/or its members.

VALUE OF THE CONTRACT

The estimated value for the life of the of the contract for all awarded vendors combined is \$100,000,000.00. This estimate is not a guarantee of the minimum or maximum value of the contract because TIPS cannot accurately predict the future needs of our member entities, their budget allocations, or the ongoing needs as they relate to this solicitation.

Termination

TIPS or the awarded vendor may terminate an award under this solicitation at will for cause or no cause or for convenience. TIPS must provide the vendor with 30 days prior written notice to the awarded vendor at the address provided in the response or as otherwise provided. The Awarded vendor shall provide TIPS with 90 days prior written notice of termination in order to protect the interests of the TIPS

member that may be in negotiation or budget approval process.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Furnishing Goods and Services to Members

The Contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for services. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon contract, work request or purchase order issued by TIPS participating members.

Job Order Contracting Definitions

CITY COST INDEX, Defined pricing indices published by R.S. Means (see R.S. Means) as local modifiers to the national cost data.

COEFFICIENT is the contractors’ coefficient multiplier that is applied to the local city cost index and the total sum of line item estimates for each individual Job Order. It will include all overhead items such as office, safety equipment, vehicles and fuel, computers, communication devices, printers, programs, insurance maintenance, two percent TIPS management fee, final site cleanup and all contingencies.

JOB ORDER is a line item estimate taken from a job order proposal using the coefficient and R.S. Means which upon agreement to by the TIPS member becomes a lump sum fixed price contract and a notice to proceed for the stated scope attached to the purchase order.

JOB ORDER CONTRACTING (JOC) is a variable term indefinite delivery, indefinite quantity contract for construction services on an on-call basis through negotiated line item delivery orders (job orders) to include under State of Texas minor construction, repair, renovation, alterations, maintenance projects and limited design for architectural and engineering services. It is based upon the contracts priced coefficient applied to the city cost index and the line items in the unit price book (RS Means). When the line items are agreed to it becomes a lump sum firm fixed price contract for that negotiated scope of services.

JOB ORDER PROPOSAL is the response from the contractor to the TIPS Member from the clients request for a specific project. It will contain the line item estimate for the project as defined in the UPB and include a written scope of work for services to be performed

NON PRE-PRICED ITEMS are those items that cannot be found or reasonably compared to listed line items in the UPB.

PURCHASE ORDER is the TIPS member’s approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the contractor and

TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 6 AM and 6 PM, local time to the location of the project, Monday thru Friday and not occurring on a listed holiday below in section entitled "Proposal Instructions" #3. These hours include any lunch or other meal period for workers. All time, whether regular or premium hours, are subject to all labor regulations, including overtime as required by law.

END OF DEFINITION SECTION

SPECIFICATIONS and PRICING FORMAT

Specifications include, but not limited to, public works construction, installation, and renovation. Depending on the scope and circumstances, the pricing of may be required by Texas Government Code §2269 to be procured by a method enumerated in the statute. The method permitted by a purchasing cooperative such as TIPS is the Job Order Contract (JOC) method. The statute requires the use of a unit pricing model and the unit price book TIPS specifies is the RS Means Price Book. The statute also requires the pricing to be submitted as a coefficient of the Unit Price Book's line item prices. The required attribute questions 37, 38, and 39 provide a method for your proposal of the required coefficient and a markup for non-prepriced items.

Pricing

It is the intention of TIPS to establish an agreement for delivery of installation and ancillary services that are considered by the TIPS member as a public work construction project. Due to the varied scope and nature of these types of projects, TIPS members in various jurisdictions have different interpretations of what is and what is not a public work construction project requiring the Job Order Contracting (JOC) procurement process under Texas Statutes. Therefore, TIPS is providing the option for members that require the JOC process to procure those services relating to this solicitation using this contract.

RS Means Pricing

Proposers must provide pricing based on a multiplier coefficient of the R.S. Means price book sections for the categories solicited.

SEE ATTACHMENT ENTITLED RS MEANS JOC PRICING EXPLANATION FOR ADDITIONAL ASSITANCE.

This table illustrates how TIPS scores the pricing proposed as coefficients to the RS Means Unit Price Book.

rev. 06/10/2020 rp	reg hrs	after hrs	Non Prepriced
	Counts 85% of total	Counts 10% of total	Counts 5% of total
score	price coefficient proposed	price coefficient proposed	% markup proposed
28	0.85 or better	1.3 or lower	20
26	0.90	1.35	30
24	0.95	1.40	40
22	1.00	1.45	50
20	1.05	1.50	60
18	1.10	1.55	70
16	1.15	1.60	80
14	1.20	1.65	90
12	1.25	1.70	100
10	1.30	1.75	110
8	1.35	1.80	120
6	1.40	1.85	130
4	1.45	1.90	140
2	1.50	1.95	150
0	>1.5	>2	160
for incremental proposed coefficients, round up			
FORMULA			
(REG coef score #*.85)+(AFTER coef score #*.15)+(NON-PREPRICED coef score number*.05)/10			
Formula caculator	insert below score calculated from proposal JOC price sheet and the above table		Highest possible score is 28 points
reg hrs score	after hrs score	Non Prepriced	final score
28	28	28	28

The RS Means Pricing form previously utilized by TIPS has been completely replaced with mandatory attribute questions 37, 38, and 39. You must provide your RS Means pricing in the required Attribute Questions 37, 38, 39.

The pricing coefficients proposed on the required attribute questions will be the controlling RS Means Unit Price Book pricing for your proposal for the life of your Contract.

Non-Prepriced Item Pricing

If you wish to offer specific items that are non-prepriced items in RS Means, you must do so through the pricing sheet entitled “JOC Pricing of Itemized List of RS Means Non-Prepriced Items.” This is an optional form which can be located in the “Attachments” portion of this solicitation and can be uploaded to the “Response Attachments” location. Proposers are **NOT REQUIRED** to complete this form and should only include things that they provide that are non-prepriced items in RS Means and are unique to the proposing vendor’s offerings. This could be proprietary items or exclusive items, etc.

Wage Rates

TIPS members usually, depending on the jurisdiction, have to designate or follow specific wage rates for their construction projects. Many times, this is Davis-Bacon Act and sometimes it may be another local wage rate determination. Regardless, the contractor must comply with the designated wage rates and the RS Means Unit Price Book has taken into account the local wage rates for the geographic area.

Maximum Aggregate Contract Price

Texas Government Code §2269.403 (b) requires that the governmental entity shall establish the maximum aggregate contract price when it advertises the proposal. Because this solicitation is available for piggyback by multiple entities, there is no accurate method to project the maximum aggregate price. Therefore, an arbitrary maximum aggregate contract price for sales by all awarded contractors under this solicitation is set at \$10,000,000,000. This arbitrary figure is not a guarantee of any sales under the award and it should not be construed as an estimate of total sales during the contract period. If and when the \$10,000,000,000 figure is reached, the awarded contracts will expire immediately and a new solicitation may be issued if in the best interest of TIPS and its members.

Job Order Contracting (JOC)

It is the intention of TIPS to establish a contract to furnish and/or deliver construction services using the Job Order Contracting construction delivery method. The work includes minor construction, repair, rehabilitation and alteration services for a wide variety of colleges and universities, schools, cities, counties, healthcare and other government and non-profit agencies.

Unit Price Book (UPB) will be the current edition of RS Means Facilities Construction Cost Data at the time of the project acceptance – the published quarterly updates will be allowed.

Estimating Requirements: Awarded contractor must use Cost Works, JOC Works, RS Means Online, 4 Clicks, or other approved estimating software. Other software than one of the four software programs listed above must be approved by TIPS.

The Contractor 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 TIPS participating members.

A contract will be established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB) from RS Means. When a specific project or job order is issued, TIPS member and the contractor will agree on the scope of work and the cost is determined by applying the coefficient to the appropriate units in the UPB. Pricing will be evaluated based upon completion of the required attributes 37,38, and 39. Please see the document entitled "RS MEANS JOC Pricing EXPLANATION" in the eBid system for additional guidance. "RS MEANS JOC Pricing EXPLANATION" in the eBid system may be downloaded from the "Attachments" **Bonding**

Proposer must provide a current letter, issued on or after the date on which this Solicitation was posted, from their Surety company(ies) that specify the bonding capacity of the proposer. Bonding surety must be authorized to do business in the State of Texas and be listed on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570) Bonding capabilities documentation must be scanned and uploaded to the "Response Attachments" BONDING section. Bonding Capacity scoring is based on aggregate capacity, not per project.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member 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.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Right to Work

Pursuant to any award under this RCSP, TIPS, per Texas Gov't Code §2269.054:

(1) may not consider whether a person is a member of or has another relationship with any organization; and (2) shall ensure that its solicitation specifications and any subsequent contract or other agreement do not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to an organization.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted

areas or off premises.

Bonding

When applicable, and depending on the laws of the TIPS member’s jurisdiction, performance and payment bonds will be required on construction or labor required jobs and awarded contractor will meet the TIPS member’s local and state purchasing requirements. In Texas, Performance Bonds are required when the project is valued at greater than \$100,000 and Payment Bonds on jobs over \$25,000. Awarded contractors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order/contract.

ENGINEERING AND ARCHITECTURAL SERVICES

IT IS NOT PERMITTED IN TEXAS AND SOME OTHER JURISDICTIONS FOR ENGINEERING AND ARCHITECTURAL SERVICES (A&E) TO BE PROCURED OR PROVIDED THROUGH AN INTERLOCAL COOPERATIVE CONTRACT SUCH AS THIS ONE. THE TIPS MEMBER, IF REQUIRED BY LAW, MUST ENGAGE INDEPENDENT A&E PROVIDERS ACCORDING TO THE STATUTORY REQUIREMENTS OF THEIR JURISDICTION TO PROVIDE, BUT NOT LIMITED TO, ANY ONE OR MORE OF THE FOLLOWING: PLANS, DRAWINGS, SPECIFICATION, APPROVAL, REVIEW, SUPERVISION, ETC.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member, Member’s design professionals and Vendor. It is permitted for the TIPS Member to provide a general scope description, but the awarded vendor should provide a written scope of work, and if applicable, according to the TIPS Member’s design Professional as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a PO and/or an Agreement or Contract with the Job Order Contract Proposal referenced or as an attachment along with bond and any other special provisions agreed by the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and/or an Agreement or Contract and shall take precedence over those in this base TIPS Vendor Agreement.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) may be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as “the notice to proceed” as agreed by the Vendor and the TIPS Member. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued per the contractual requirements of the project with the TIPS Member. Any Construction contract prepared by the TIPS Member’s Legal Counsel may alter the terms of this subsection, “**Scheduling of Projects**”.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives may assist, at TIPS sole discretion, in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Costs Pass Through

Bonding cost, taxes and permit fees paid by the contractor for a Job Order Contract for a TIPS member shall pass through the cost at no markup to the TIPS member. Other pass through costs, if desired, may be determined with the member at the time of contract negotiation.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

Texas Government Code 2270 Verification

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is 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 per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

Purpose:

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to

government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

Agreements:

All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor’s responsibility to forward the order to TIPS at the email above within three business days and confirm its receipt with TIPS.

Promotion of Agreement:

It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor, bypassing the TIPS Agreement when the Member has requested the TIPS agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

Purchasing Procedures

- Agreements are established through free, full and open competition as described by the laws of the State of Texas and are available for piggy-back by other government entities anywhere in the United States, subject to each entities’ jurisdictional law and regulation. Purchase orders or equivalent are issued by participating governmental entities directly to the Vendor or vendor assigned dealer. Purchase orders or equivalent are usually sent to the TIPS office where they are reviewed by the TIPS staff and forwarded to the Vendor within one working day. In some instances, the entity may send the purchase orders or equivalent directly to the vendor and report the purchase to TIPS. Regardless of the circumstances, the TIPS vendor is required to put the TIPS contract number on all related correspondence and contracting documents and must report all sales and change orders to TIPS in a timely manner.
- NOTE: It is always the Vendor’s responsibility under the TIPS agreement to report all sales under the TIPS Agreement. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract Number on all related quotes, invoices, and similar sales documents. It is the duty of the Vendor to submit documentation of all final purchases to TIPS for processing. This may only be done through the TIPS Vendor Portal or by emailing the sales documentation to TIPSP0@TIPS-USA.com, unless TIPS agrees to an alternative reporting method in writing. Failure to report a TIPS sale may result in termination of Vendor’s TIPS Contract(s) and preclusion to responding to future solicitations.
- Vendors deliver goods/services directly to the participating member agency and then invoice the participating member agency. The Vendor receives payment directly from the participating member agency.

Notice of Confidentiality of Proposed Information

The proposal submitted and all information therein is available to TIPS members. Also, according to the Texas Public Information Act, any documents or information held by TIPS “may” be public information.

In the documents for the proposer to complete is a declaration form entitled “CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552” that must be completed by the proposer that designates specified pages as confidential or waives confidentiality of the entire proposal.

Proposal Instructions

1. Electronically sealed proposals are the preferred and most accurate method and is highly encouraged through our online procurement software, ION Wave.
2. Proposals may be amended by the proposer on the electronic site at any time prior to the due date and time. ION wave permits you to withdraw and resubmit your proposal.
3. If an addendum is posted, you are required to login to the ION Wave bidding software and address the addendum. No addendum will be issued within five calendar days of the opening unless it is to extend the opening or address a non-substantive issue. Legal holidays not counted as calendar days are New Year’s Day, Martin Luther King Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.
4. Proposals may be submitted on any or all sections, related to the category, unless stated otherwise. TIPS reserves the right to reject any or all proposals and to accept any proposal(s) deemed advantageous to the TIPS members and to waive any informality in the proposal process.
5. Deviations to any Terms, Conditions and/or Specifications shall be clearly noted in writing by the contractor and shall be included with the proposal. There are attributes that you must respond to in order to submit a proposal that address deviations.
6. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS.
7. Addenda, if required, will be issued by TIPS by email to the proposer’s designated contact to all those vendors known to have reviewed the solicitation documents through our electronic bidding software, ION Wave.

PROPOSAL FORMAT - PROPOSERS PAY CLOSE ATTENTION TO DETAILS LISTED.

TIPS reserves the right to waive any informality and/or reject any or all proposals.

Felony Conviction Notice (Required in Texas) -Notification of Criminal History “A person or business entity that enters into an agreement 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. A school district may terminate an agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required 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 agreement.” This notice is not required of a publicly held corporation. Texas Education Code § 44.034.

References

The proposal response should contain a minimum of Three (3) references of customers you have served that would be considered eligible for membership in TIPS (i.e. K-12 School Districts, College/Universities, and/or City/County Government Entities, Water or Fire Districts, etc.). In addition to the name of the entity, a contact name, email and phone number shall be included. The references document must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” REFERENCES section.

Vendor Certifications

Vendor certifications should include applicable D/M/WBE, HUB and manufacturer certifications for sales and service (if applicable). Certificates must be scanned and uploaded to the “Response Attachments” D/M/WBE, HUB and/or ALL OTHER CERTIFICATES section. Whether or not you are a D/M/WBE, HUB or similar business will have no bearing on the evaluation score, but provides our members the information if it is part of their entities’ policies.

Vendor Agreement

Vendor Agreement must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” VENDOR AGREEMENT section. If proposer has deviations to the agreement language to negotiate with TIPS, there are attributes in the electronic process that address this possibility and you may insert your deviations there.

Agreement Signature Form

Agreement Signature Form must be downloaded from the “Attachments” section, completed, signed, scanned and uploaded to the “Response Attachments” AGREEMENT SIGNATURE FORM section. If proposer has deviations to the agreement language to negotiate with TIPS, the agreement signature page may be submitted unsigned until all terms and conditions are agreed.

Warranty (If applicable)

Warranty documentation should be scanned and uploaded to the “Response Attachments” WARRANTY section.

Protest Procedure

If a contractor/proposer (contractor) desires to protest a process or decision by TIPS, the contractor must follow the following process:

[http://www.tips-usa.com/assets/documents/docs/letters/Protest Procedures for Vendor.pdf](http://www.tips-usa.com/assets/documents/docs/letters/Protest_Procedures_for_Vendor.pdf)

Supplementary Catalogs and Information if Applicable

Supplementary Catalogs and Information documentation should be scanned and uploaded to the “Response Attachments” SUPPLEMENTARY section. You may provide a link to catalogs or pricing that is published for all customers to see when shopping for your goods or services. Links to catalog pricing must be kept current during the term of the awarded agreement. It is the intent of TIPS to award a manufacturer’s complete line of products, when possible.

LIMITATIONS OF THE SOLICITATION AND THE USE OF AWARDED AGREEMENTS BY MEMBERS

Depending on different entities' and jurisdictions' laws and regulations, members may be prohibited from participating in one or more of the TIPS agreements. TIPS has no control over those legal restrictions and does not warrant that a member entity will be able to utilize a TIPS awarded agreement.

Terms and Conditions

1. **Exclusivity**- Any award under this solicitation is not exclusive and TIPS reserves the right to multi award or not award. TIPS reserves the right to solicit same or similar categories again for additional awards during the life of an existing agreement with one or more awarded vendors of another solicitation, if TIPS decides it is in the best interest of our members.
2. **Confidentiality of Proposal** - If you believe part of your proposal is confidential and not subject to sunshine laws such as the Public Information Act, there is a form to complete to make such a declaration. Read it carefully.
3. **Best and Final Offer** – There will be NO best and final offer, your proposal will be your final offer for solicitation competition purposes. Vendor may lower prices at any time during agreement period. See pricing section.
4. **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 agreement. There may be required specifications for this proposal and desired and other specifications. IF YOUR PROPOSAL FAILS TO MEET ANY OF THE DESIGNATED **REQUIRED** SPECIFICATIONS, YOUR PROPOSAL SHALL BE DEEMED NON-RESPONSIVE AND WILL NOT BE EVALUATED FURTHER OR CONSIDERED FOR AWARD.
5. **Deviations and Exceptions:** Deviations or exceptions stipulated as non-negotiable in the response by the proposer may result in disqualification if they are not acceptable to TIPS.
6. **Equal Pricing** – Pricing proposed shall be provided to any TIPS member and regardless of the quantity of product or service purchased from the awarded vendor. Pricing may always be lowered by the vendor if circumstances permit to provide better value to TIPS members and for the vendor to be more competitive in that particular circumstance of sales opportunity. If prices are lowered in a specific circumstance, the same lowered pricing must be offered to all TIPS members if the quantities, timing and all other circumstances are identical.
7. **Estimated Quantities:** Because TIPS cannot accurately anticipate which members will utilize the awarded agreements due to the thousands of members and the different government entity types, TIPS makes no guarantee or commitment of any kind concerning quantities or usage of agreements resulting from this solicitation. This information, if provided, is provided solely as an aid to vendors in preparing proposals only. The successful Vendor(s) discount and pricing schedule shall apply regardless of the total cumulative volume of business under the agreement.
8. **Conditions of Agreement** - The terms and conditions of this solicitation shall control in the order that best serves the TIPS members' needs and deciding the controlling order is at the sole

discretion of TIPS. The terms and conditions of this solicitation shall be incorporated by reference in a resulting agreement unless expressly agreed otherwise by the parties in writing.

9. **Evaluation** – TIPS will evaluate the best value by rating the proposals submitted by the vendors. The point score received will be the weighted score which will be used to determine awarded vendors. See Evaluation criteria sheet with applicable point weights in this document. If applicable, extensions of unit prices shown will be subject to verification by the district. In case of variation between the unit price and the extension, the unit price will be considered to be the proposal.
10. **LIMITATION OF LIABILITY – Waiver:** BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE INTERLOCAL PURCHASING SYSTEM REGION 8 EDUCATION SERVICE CENTER, 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 AN AGREEMENT, IF ANY. NEITHER REGION 8 ESC NOR TIPS SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 8 ESC OR TIPS.
11. **RESERVATION OF RIGHTS** - TIPS expressly reserves the right to:
 - a) Reject or cancel any or all proposals;
 - b) Waive any defect, irregularity or informality in any proposal or SOLICITATION procedure provided the waiver is equally applied to all Offerors and an Offeror is not prejudiced by the waiver as compared to other Offerors;
 - c) Waive as an informality, minor deviations from specifications for goods or services at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
 - d) Reissue a SOLICITATION;
 - e) Consider and accept an alternate proposal as provided herein when most advantageous to TIPS and its members;
 - f) TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice, unless otherwise agreed in writing in an executed agreement between the parties;
 - g) This is not an exclusive award and no guaranteed volumes of purchases are guaranteed. TIPS and its members reserves the right to procure any items or services by other means at the sole discretion of TIPS or its members.

Evaluation and Scoring

Scoring of your proposal is based on you answers to questions and information you provide in your proposal. **FAILURE TO ANSWER THE JOC PRICING ATTRIBUTE QUESTIONS 37, 38, and 39 WILL DISQUALIFY YOUR AWARD UNDER THIS SOLICITATION.**

There are four criteria for scoring and a cumulative score of 70 or greater is required to be considered for award. Scoring a 70 does not automatically mean the proposer will be awarded.

The following are some of the criteria that could prevent an award whether or not the proposer scores 70 points in the evaluation process. This list is inclusive and not exclusive.

- Failure to have minimal bonding capability.
- Poor reference responses or lack of reference responses leaving TIPS unable to confirm the reputation of the proposer.
- Failure to pay fees due TIPS on past or other contracts.
- Failure to agree with attributes in the ION Wave eBid system that are mandatory for award and consideration. Those are marked accordingly in the applicable attributes.

Evaluation

A qualified evaluation staff member or committee member will evaluate and score all proposals. Recommendations for or reports of award will be made to the Region 8 Education Service Center Board of Directors. Awards will be granted or ratified, rescinded or denied at the monthly stated meeting of the Region 8 ESC Board of Directors. TIPS will base a recommendation for award on factors permitted by the Texas Government Code section 2269.

The factors which will be considered and weighted points in each area as follows (100 total points):

TIPS shall use a final overall scoring system to include consideration for competitive pricing, best value price and cost evaluation. TIPS reserves the right to assign any number of point awards or penalties it considers warranted if a proposer stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to the best value price as it relates to the products and services. However, price is ultimately only one of the factors taken into consideration in the evaluation and award. TIPS shall reserve the right to reject any or all proposals or any part of any proposal. The following evaluation criteria are permitted for consideration by Texas Government Code section 2269.055.

- A. **Price: 28 points maximum weight.** Prices quoted as related to the information within the solicitation as a coefficient of the R. S. Means price book, or any other unit price book specified in the solicitation, and, if requested or proposed, any other line item pricing. Any Regular Hours Multiplier Coefficient proposed on the pricing exhibit greater than 1.5 will receive no points. See scoring table below.

This table illustrates how TIPS scores the pricing proposed as coefficients to the RS Means Unit Price Book.

rev. 06/10/2020 rp	reg hrs	after hrs	Non Prepriced
	Counts 85% of total	Counts 10% of total	Counts 5% of total
score	price coefficient proposed	price coefficient proposed	% markup proposed
28	0.85 or better	1.3 or lower	20
26	0.90	1.35	30
24	0.95	1.40	40
22	1.00	1.45	50
20	1.05	1.50	60
18	1.10	1.55	70
16	1.15	1.60	80
14	1.20	1.65	90
12	1.25	1.70	100
10	1.30	1.75	110
8	1.35	1.80	120
6	1.40	1.85	130
4	1.45	1.90	140
2	1.50	1.95	150
0	>1.5	>2	160
for incremental proposed coefficients, round up			
FORMULA			
(REG coef score #*.85)+(AFTER coef score #*.10)+(NON-PREPRICED coef score number*.05)/10			
Formula calculator	insert below score calculated from proposal JOC price sheet and the above table		Highest possible score is 28 points
reg hrs score	after hrs score	Non Prepriced	final score
28	28	28	28

B. **Offerer’s experience: 27 points maximum weight.** Scoring may be based on references, information provided in the response or TIPS staff knowledge or any other information available to TIPS evaluators.

Experience	Score points
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<2 years	5 points if bonding is less than \$100k and 10 points if more than \$100K. Due to bonding , they are determined to be experienced and trustworthy
2-3 years	15
4 - 5 years	20
>5 years	27

C. **Offerer’s reputation: 27 points maximum weight.** Scoring may be based on references, information provided in the response or TIPS staff knowledge or any other information available to TIPS evaluators.

At least two positive responses with no negative.	max points 27
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D. **Offerer’s financial capability:** 18 points maximum weight. Scoring may be based on bonding capacity as provided by proposer in the form of letters from the proposer’s bonding surety(ies). Bonding capacity greater than \$2 million will receive maximum points. Bonding capacity less than \$25,000 will receive no points. Bonding capacity between \$25,000 and \$2 million will receive a point total between 0 and 18. Bonding Capacity scoring is based on aggregate capacity, not per project.

bonding	TOTAL capacity \$	score
	25,000	5
	100,000	10
	250,000	12
	500,000	14
	750,000	15
	1,000,000	16
	1,250,000	16.5
	1,500,000	17
	1,750,000	17.5
	2,000,000	18

PROPOSERS FALLING BELOW A 70-POINT THRESHOLD ON THE EVALUATION SECTION WILL NOT BE CONSIDERED FOR AN AWARD

Description, Specifications and Pricing

The awarded contract will use a job order contract (JOC) for a fixed term or maximum dollar value, whichever occurs first, in which a contractor is selected based on a competitive proposal to perform various separate job orders in the future, during the life of the contract. Contract award is based on the bid coefficient factor which the contractor will multiply against “pre-priced” R.S. Means unit price book. The bid coefficient factor represents all of the contractor’s costs (indirect and direct), overhead and profit. The other adjustment factor is updated annually based on the City Cost Index published for the closest location.

The scope is exclusive to the contractor. The most important decision in administering the contract is therefore the drafting of the scope. Because the contractor has been selected and the unit price is fixed (by the unit price book and the contractor’s coefficient factor), the contract allows contractor input prior to design, which can expedite the work. The Contractor 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 TIPS participating members.

A contract will be established with standard specifications and pricing based upon a coefficient that is applied to an R.S. Means Unit Price Book (UPB). When a specific project or job order is issued, TIPS member and the contractor will agree on the scope of work and the cost is determined by applying the coefficient to the appropriate units in the UPB. Based on the scope of work, the contractor may apply a coefficient less than the TIPS contractor coefficient, if agreed upon by the contractor and the TIPS member. Pricing will be evaluated based upon completion of the required attributes 37, 38, and 39. Please see the document entitled “RS MEANS JOC Pricing EXPLANATION” in the eBid system for additional guidance. “RS MEANS JOC Pricing EXPLANATION” in the eBid system may be downloaded from the “Attachments.”.

About TIPS

It is the purpose of this solicitation to establish awarded vendor agreements to satisfy the procurement needs of participating member entities in this particular commodity category. These awarded agreements will enable member entities to purchase on an “as needed” basis from competitively awarded agreements with high performance vendors. Proposers are requested to submit a proposal for offering their line of available products that are commonly purchased by government agencies, cities, counties and educational entities.

- Awards will be made to the successful proposer(s) for the products and/or services. (Unless proposer has submitted inappropriate items for the commodity category. Those items will not be awarded. Example: a software company may not propose to perform construction work)
- TIPS reserves the right to award multiple vendors for each solicitation.
- This proposal is requested for the benefit of the current list of members and other new members as they execute TIPS membership Agreements in the future. Member List: <http://www.tips-usa.com/assets/documents/docs/membership.pdf>
- TIPS reserves the right to extend the proposal deadline for any reason.
- TIPS reserves the right to make changes to this Solicitation by way of one or more posted addenda.

Benefits of TIPS

- Provide government entities opportunities for greater efficiency and economy in acquiring goods and services through competitively procured vendor agreements.
- Provide comprehensive purchasing practices according the Laws of the State of Texas and Federal Regulation 2 CFR part 200, when appropriate, and is designed to result in competitive agreements that meet a wide variety of needs.
- Provide competitively priced purchasing options for multiple government entities that yields economic benefits usually unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services by entering into pricing agreements with “high performance” vendors.
- Equalized purchasing power for smaller entities.
- Maintain credibility and confidence in business procedures by maintaining free, full and open competition for purchases and by complying with purchasing laws and ethical business practices.
- Provide document retention for competitive procurement process for all TIPS Awarded Agreements.

Customer Service

- TIPS staff is available to members for assistance in viewing/contacting awarded vendors for categories to make purchases and agreement decisions.
- TIPS provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- TIPS enables vendors to become more efficient and competitive by reducing the number of proposals that require responses to be made to individual entities.

Duro-Last, Inc. Information

Meeting Date: 08/10/2021 Item #4.

Address: 525 Morley Drive
Saginaw, MI 48601
Phone: (800) 248-0280 x2223
Fax: (800) 432-9331

By submitting your response, you certify that you are authorized to represent and bind your company.

Chenelle D. Plyler

Signature

Submitted at 3/19/2021 12:59:38 PM

cplyler@duro-last.com

Email

Requested Attachments

Vendor Agreement

1 - Duro-Last Vendor Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

2 - Duro-Last Agreement Signature Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

OPTIONAL - JOC Pricing of Itemized List of RS Means Non-Prepriced Items

3 - JOC Pricing of Itemized List of Means Non-Prepriced Items.xlsx

The Vendor may download the optional Pricing of Itemized List of RS Means Non-Prepriced Items form from the attachment tab, fill in the requested information, and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Reference Form

4 - Duro-Last References.xls

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

5 - Duro-Last Product Catalog.docx

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

Warranty

6 - Duro-Last Warranties.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Supplementary

7 - Duro-Last Corporate Brochure.pdf

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one certificate, please scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Meeting Date: 08/10/2021 Item #4.

Logo and Other Company Marks

9 - Duro-Last Logo.jpg

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 350 x 350 pixel - .png, .eps, .jpg preferred.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certification of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

11 - Duro-Last Certification of Corporate Officer.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL, "disclosure Form to Report Lobbying,"

No response

If you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Claim Form

13 - CONFIDENTIAL Duro-Last.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bonding Capacity Letter from Surety/Insurance Company

14 - Duro-Last Bonding Capacity Letter.pdf

Attach the Bonding Capacity Letter from Surety/Insurance Company. If you do not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding capacity. No award can be made until official bonding capacity letter is received by TIPS.

Current W-9 Tax Form

15 - Duro-Last W9.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

OPTIONAL Xactimate Pricing Form

No response

The solicitation was amended to include an option to add an additional pricing method in addition to the required RS Means pricing coefficients in attribute questions 37, 38 and 39. Proposers may add Xactimate pricing as an option by completing the Attachment #7 in the ION Wave eBid system and uploading it.

Bid Attributes

1 Yes - No

Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.

No

2 Yes - No

Meeting Date: 08/10/2021 Item #4.

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/>

or in a HUBZone as defined by the US Small Business Administration at <https://www.sba.gov/offices/headquarters/ohp>

Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

No

3 Yes - No

The Vendor can provide services and/or products to all 50 US States?

Yes

4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

N/A

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

The custom-fabricated, single-ply PVC Duro-Last commercial roofing system is ideal for any flat or low-sloped application. The custom-fabricated, single-ply PVC Duro-Last commercial roofing system is ideal for any flat or low sloped application. Extremely durable and easily installed by authorized Duro-Last contractors without disrupting building operations, the Duro-Last Roofing System is also watertight, highly reflective, resistant to chemicals, fire and high winds, as well as low maintenance. Duro-Last is a leader in vertical integration. Since the beginning, our founder, John R. Burt, strived to produce as many parts of a Duro-Last to control quality from top to bottom.

6 Primary Contact Name

Primary Contact Name

Chenelle Plyler

7 Primary Contact Title

Primary Contact Title

Cooperative Purchasing Administrator

8 Primary Contact Email

Primary Contact Email

cplyler@duro-last.com

9 Primary Contact Phone

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

8002480280

10 Primary Contact Fax
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

Meeting Date: 08/10/2021 Item #4.

11 Primary Contact Mobile
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

12 Secondary Contact Name
Secondary Contact Name

13 Secondary Contact Title
Secondary Contact Title

14 Secondary Contact Email
Secondary Contact Email

15 Secondary Contact Phone
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

16 Secondary Contact Fax
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

17 Secondary Contact Mobile
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

18 Admin Fee Contact Name
Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.

19 Admin Fee Contact Email
Admin Fee Contact Email

20 Admin Fee Contact Phone
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

Meeting Date: 08/10/2021 Item #4.

21 Purchase Order Contact Name
Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.

22 Purchase Order Contact Email
Purchase Order Contact Email

23 Purchase Order Contact Phone
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

24 Company Website
Company Website (Format - www.company.com)

25 Federal ID Number
Federal ID Number also known as the Employer Identification Number (EIN). Numeric only. (Format: 123456789)

26 Primary Address
Primary Address

27 Primary Address City
Primary Address City

28 Primary Address State
Primary Address State (2 Digit Abbreviation)

29 Primary Address Zip
Primary Address Zip

3
0

Search Words:

Meeting Date: 08/10/2021 Item #4.

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

Commercial Roofing, PVC, PVC Roofing, Duro-Last, Duro-Last Roofing, Energy Efficient Roofing, Reflective Roofing, White Roofing, Reflective Roofing, Single Ply Roofing Membrane, 40 mil roof, 50 mil roof, 60 mil roof, 80 mil roof, Roofing Manufacturer, Flat Roofing, Low Sloped Roofing, Prefabricated Roofing, roofing stack, roofing curb, roofing drain, roofing corner, church roofing, restaurant roofing, hospital roofing, warehouse roofing, school roofing, shopping center roofing, retail roofing, Duro-Last Membrane, Duro-Tuff Membrane, Duro-Fleece Membrane, Duro-Last EV Membrane, Rock-Ply Membrane, Shingle-Ply Membrane, Vinyl Rib, Silicone Coating, Acrylic Coating, Duro-Shield Coatings, EXCEPTIONAL Metals, Reroof, Metal Roofing System, Insulated Metal Panels, Edge Metal, Prefabricated Edge Metal, Vinyl-Coated Edge Metal, Standing Seam Metal Roof, EM BattenLok Panel, EM Double-Lok Panel, EM LokSeam Panel, EM SuperLok Panel, EM Ultra-Dek Panel, EM PBR Panel, EM Retro-R Panel, 2 Piece Snap On Compression, Vinyl-Coated Drip Edge, All-Term, Scupper, Gutter, Collector Box, Fascia, Drip Edge

3
1

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Yes

3
2

Yes - No

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

No

3
3

Company Residence (City)

Vendor's principal place of business is in the city of?

Saginaw

3
4 **Company Residence (State)**

Meeting Date: 08/10/2021 Item #4.

Vendor's principal place of business is in the state of?

Michigan

3
5 **TIPS administration fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

3
6 **Yes - No**

Vendor agrees to remit to TIPS the required administration fee?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

Yes

3
7 **PRICING OF Regular Hours Coefficient**

What is your regular hours coefficient for the RS Means Price Book?

Remember that this is a ceiling price proposed. You can discount lower than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing is included in the attachments for your information.

The below is an Example of how pricing model works (not intended to influence your proposed coefficient, you should propose a coefficient that you determine is right for your business):

To propose the exact pricing as the RS Means Unit Price Book, you would insert a 1.0 and to propose a 5% discount for the RS Means Price Book would be a .95 regular hours coefficient and so on.

1

3
8 **PRICING OF After Hours Coefficient**

What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours?

Remember that this is a ceiling price proposed. You can discount to any TIPS Member customer a lower coefficient than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing titled "Pricing Coefficient Instruction" is included in the attachments for your information.

The below is an EXAMPLE of how the pricing model works (It is not intended to influence your proposed coefficient, you should propose a coefficient that you determine is reasonable for your business for the life of the contract):

The most common after hours coefficient is time and a half of the RS Means Unit Price Book prices. To illustrate this coefficient, if your regular hours coefficient is .95, your after hours coefficient would be 1.45.

1.3

39 PRICING for Markup of Non-Prepriced Items in RS Means Unit Price Book

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What is your proposed Markup Percentage on materials not found in the RS Means Unit Price Book?

If any materials being utilized for a project cannot be found in the RS Means Price Book, this question is what is the markup percentage on those materials?

When answering this question please insert the number that represents your percentage of proposed markup. Example: if you are proposing a 30 percent markup, please insert the number "30".

Remember that this is a ceiling markup. You may markup a lesser percentage to the TIPS Member customer when pricing the project, but not a greater percentage.

EXAMPLE: You need special materials that are not in the RS Means Unit Price Book for a project. You would buy the materials and mark them up to the TIPS Member customer by the percentage you propose in this question. If the materials cost you, the contractor, \$100 and you proposed a markup on this question for the material of 30 percent, then you would charge the TIPS Member customer \$130 for the materials.

40 Yes - No

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

41 Years experience in this category of goods or services.

Company years experience in this category of goods or services?

42 Right of Refusal

Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?

43 NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

4
4 **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any C** Meeting Date: 08/10/2021 Item #4.
TO REPORT OR DISCLOSE under this statutory requirement?

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.
The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

4
5 **Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4
6 **Regulatory Standing**

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

4
7 **Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

4
8 **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

By submission of this bid or proposal, the Bidder certifies that:

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 bid, 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 bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Suspension or Debarment Instructions

Meeting Date: 08/10/2021 Item #4.

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

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Suspension or Debarment Certification

Meeting Date: 08/10/2021 Item #4.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

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2 CFR PART 200 Contract Provisions Explanation

Meeting Date: 08/10/2021 Item #4.

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

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.

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2 CFR PART 200 Contracts

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.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members 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 vendor agree?

Yes

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2 CFR PART 200 Termination

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes

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2 CFR PART 200 Clean Air Act

Meeting Date: 08/10/2021 Item #4.

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 \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

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2 CFR PART 200 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.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

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2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

58 2 CFR PART 200 Procurement of Recovered Materials

Meeting Date: 08/10/2021 Item #4.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

Yes

59 2 CFR PART 200 Rights to Inventions

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 the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

Yes

60 2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity 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 (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

Yes

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1 **2 CFR PART 200 Ban on Foreign Telecommunications**

Meeting Date: 08/10/2021 Item #4.

Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

6
2 **2 CFR PART 200 Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree?

6
3 **2 CFR PART 200 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

[Applicable ONLY to contracts in excess of \$100,000 involving mechanics or laborers.] 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 the above, when federal funds are expended by ESC Region 8 and TIPS Members on qualifying contracts, Vendor certifies that Vendor 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 the District resulting from this procurement process.

Does vendor agree?

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Certification Regarding Lobbying

Meeting Date: 08/10/2021 Item #4.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

I HAVE NOT Lobbied per above

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Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"

ONLY IF you answered "I HAVE Lobbied per above" to attribute #59, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

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Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

YES

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ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract a performance under the TIPS Agreement, do you agree to comply with the following requirements?

Meeting Date: 08/10/2021 Item #4.

ONLY IF YES TO THE ABOVE QUESTIONS OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

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

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

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Davis-Bacon Act compliance.

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part S, "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. 314S), 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.

BY SUBMITTING A PROPOSAL FOR THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE.

69 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Meeting Date: 08/10/2021 Item #4.

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.

By submitting a proposal to this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

70 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Do you agree to these terms?

Yes

71 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

Yes, I Agree

72 Remedies Explanation of No Answer

No response

**7
3** **Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from the procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

**7
4** **Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

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5** **Alternative Dispute Resolution Explanation of No Answer**

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6** **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

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7** **Infringement(s) Explanation of No Answer**

**7
8** **Acts or Omissions**

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.

Do you agree to these terms?

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Acts or Omissions Explanation of No Answer

Meeting Date: 08/10/2021 Item #4.

No response

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Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

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Payment Terms and Funding Out Clause

Payment Terms:

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

Yes

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

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8 4 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017

Meeting Date: 08/10/2021 Item #4.

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

8 5 Texas Government Code 2270 Verification Form

Texas Government Code 2270 Verification Form
If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
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 per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>
I swear and affirm that the above is true and correct.

YES

8 6 Logos and other company marks

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 350 x 350 pixel - .png, .eps, .jpg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

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Felony Conviction Notice

Meeting Date: 08/10/2021 Item #4.

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

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If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

- 1. Name of Felon(s)
- 2. The named person's role in the firm, and
- 3. Details of Conviction(s).

No response

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Required Confidentiality Claim Form

Required Confidentiality Claim Form

This form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at rick.powell@tips-usa.com

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Choice of Law clauses for TIPS Members

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

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Venue of dispute resolution with a TIPS Member

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

Agreed

9 2 Indemnity Limitation with TIPS Members

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

9 3 Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

Agreement is a required condition to award of a contract resulting from this Solicitation.

9 4 Required Vendor Sales Reporting

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

9 5 Upload of Current W-9 Required

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

9 6 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

9 7 Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

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Agreement Deviation/Compliance

Meeting Date: 08/10/2021 Item #4.

Does the vendor agree with the language in the Vendor Agreement?

No

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Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

PAGE 4 - PARTICIPATION FEES & REPORTING OF SALES: Duro-Last would like to enter into a quarterly reporting and payment schedule.

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Village of Evendale	James Jeffers	james.jeffers@evendaleohio.org	(513) 543-5183
City of Painesville	Kevin Aiken	kaiken@painesville.com	(440) 392-6301
Burleson ISD	Cliff Holden	cholden@burlesonisd.net	(817) 245-1146
City of Steubenville	Chuck Murphy	wastewater@cityofsteubenville.us	(740) 381-3364

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF
PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Duro-Last, Inc.
(Name of Corporation)

Steve Ruth certify that I am the **Secretary of the Corporation**
I, (~~Name of Corporate Secretary~~) Senior Vice President

named as OFFERER herein above; that

Chenelle D. Plyler
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as
Cooperative Purchasing Administrator

(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available



SIGNATURE

3-18-2021
DATE

Required Confidential Information Status Form

Duro-Last, Inc.

Name of company

Chenelle D. Plyler, Cooperative Purchasing Administrator

Printed Name and Title of authorized company officer declaring below the confidential status of material

525 Morley Drive; Saginaw, Michigan 48601

Address

City

State ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.

OPTION 1:

I **DO CLAIM** parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OT TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF 28 PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature Chenelle D. Plyler Date 3/18/2021

OR

OPTION 2:

I **DO NOT CLAIM** any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature _____ Date _____



2900 Charlevoix Drive SE
Cook Plaza, Suite 220
Grand Rapids, MI 49546

Kevin J. Van Otterloo

Underwriting Consultant

Telephone 616-285-2682

800-432-9534 x2682

Fax 616-285-2688

Email Kevin.VanOtterloo@cna.com

March 19, 2021

To: The Interlocal Purchasing System - TIPS/TAPS

RE: Duro-Last Roofing, Inc.
Saginaw, MI - Surety Capacity

We are writing you at the request of Duro-Last Roofing, Inc.

We have been providing surety bonds for Duro-Last Roofing, Inc. since 2007. We have approved bonds for them covering bonded jobs up to \$7,500,000 and maintain an aggregate bonded work program of \$15,000,000. We would favorably consider projects and programs above these amounts.

We continue to be confident in this principal's ability to perform and we recommend them for your favorable consideration.

Western Surety Company (NAIC# 13188) is an underwriting company of CNA Surety and is an approved surety on the Department of Treasury's Listing of Approved Sureties and currently has a US Treasury Limit of \$156,025,000. Western Surety Company maintains an A (Excellent) AM Best Rating and a financial size of XIV.

This letter is not to be construed as an agreement to provide surety bonds for any particular project, but is offered as an indication of our past experience and confidence in this firm. Any specific request for bonds will be underwritten on its own merits.

Sincerely,

A handwritten signature in blue ink that reads "Kevin Van Otterloo".

Kevin Van Otterloo
Western Surety Company

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
DURO-LAST, INC.

2 Business name/disregarded entity name, if different from above
DURO-LAST ROOFING, INC.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
525 MORLEY DRIVE

6 City, state, and ZIP code
SAGINAW, MI 48601

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			
--	--	--	---	--	--	--

or

Employer identification number

3	8	-	2	3	6	2	8	3	9
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ *Chenee S. Plyter* Date ▶ *3/18/2021*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Complete Commercial Roofing Systems: Edge-to-Edge & Deck-to-Sky™



Manufacturer of the
World's Best Roof®
Proven performance since 1978

Building Relationships Through Partnership and Innovation



Since 1978, billions of square feet of Duro-Last® single-ply roofing have been installed throughout North America. We stand by every square foot with our best-in-class warranties, Quality Assurance department and commitment to providing problem-solving products.

Dedication

Duro-Last will do what it takes to get the job done, whether you are a roofing contractor, building owner, architect, specifier, roof consultant or engineer. We are with you — from design through post-installation inspection — to ensure that the “World’s Best Roof®” is delivered.

Quality

Duro-Last is a leader in vertical integration. Since the beginning, our founder, John R. Burt, strived to produce as many parts of a Duro-Last assembly in-house while also embracing the Edge-to-Edge & Deck-to-Sky™ approach. All of this allows Duro-Last to control quality from top to bottom.

Innovation

With entrepreneurial roots, Duro-Last cultivates a culture of innovation. We are always looking for ways to make roof systems better and solve problems for our customers.





The Duro-Last Difference

Custom-fabrication sets Duro-Last apart. Duro-Last can fabricate deck sheets and accessories to fit each building.

Custom-fabrication dramatically reduces rooftop labor — when workers are on the rooftop where the environment is harsh and unpredictable. Whether you are using custom-fabricated deck sheets or roll goods, Duro-Last's custom-fabricated flashings and accessories address the critical transition areas of a roof. All of this leads to a long-term, low-maintenance solution.



Warranties

Duro-Last warranties provide unparalleled protection for virtually all commercial roofing applications. We have warranty options to suit your needs, including hail and high-wind warranties, and we were the first manufacturer to offer a warranty that expressly covered consequential damages.

North American Footprint

We are “keeping North America covered” through strategically placed Quality Assurance Technical Representatives for service and inspections, an Engineering Services Department and six manufacturing facilities.

- **Saginaw, Michigan** – *Corporate Headquarters*
- **Grants Pass, Oregon**
- **Jackson, Mississippi**
- **Sigourney, Iowa**
- **Carrollton, Texas**
- **Ludlow, Massachusetts**



Industry Leadership

Since 1978, the Duro-Last PVC roofing membrane has proven to be durable, serviceable, flame resistant, highly flexible and recyclable. With the completion of our technologically advanced PVC extruder, we further strengthened our commitment to the proven performance of PVC roofing.

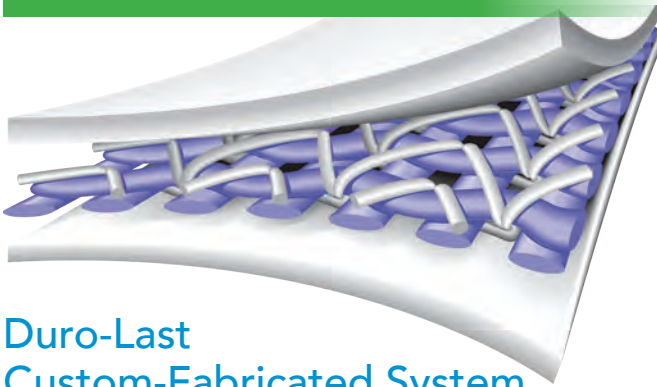
All Duro-Last roofing membranes are UL and FM approved, and many of our metal products offer ES-1 compliance. For more information on code approvals and standards, visit the Duro-Last website at www.duro-last.com.



Duro-Last Membrane Systems: Billions of Square Feet Installed



MEMBRANES



Duro-Last Custom-Fabricated System

The Duro-Last flagship membrane is a proprietary thermoplastic formulation that provides exceptional flexibility, reflectivity and resistance to UV radiation, fire and a broad range of chemicals.

A key Duro-Last difference is a weft-insertion anti-wicking scrim with a density of 18 by 14 threads per inch — which gives the Duro-Last membrane its strength and durability.

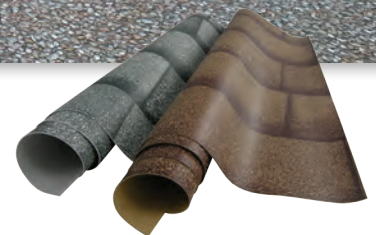
- Available in 40, 50 and 60 mil membranes
- Colors: White, tan, light gray, dark gray, terra cotta
- Only product in the marketplace to offer custom-fabrication of the entire roofing membrane
- Unique in the industry, Duro-Last offers a 15-year warranty with consequential damage coverage for commercial buildings with the Duro-Last custom-fabricated roofing system
- Can be mechanically attached, adhered or induction welded using the Duro-Bond® system



Designer Series: Rock-Ply® and Shingle-Ply®

Our Designer Series membranes provide an aesthetic look plus the watertight performance and long-term durability of the Duro-Last Roofing System. Each system has either shingle or ballast design printed directly onto the membrane.

- Available in 50 mil
- Shingle-Ply colors: slate gray or sandstone



CUSTOM - FABRICATION

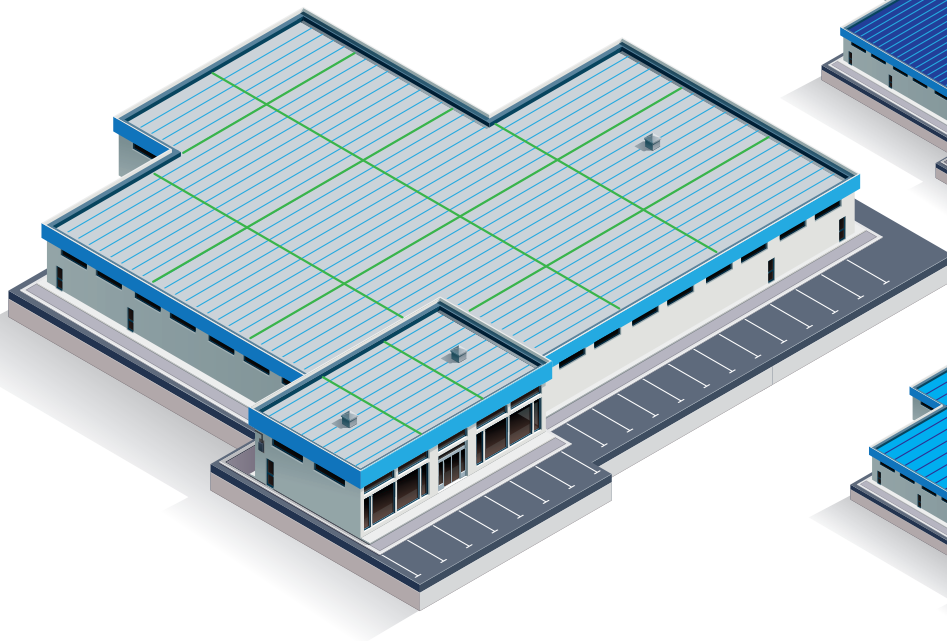
It's as Easy as it "Seams"

Custom-Fabrication from Duro-Last: Fewer Seams = Fewer Leaks

When you install a custom-fabricated Duro-Last Roofing System, up to 85% of the seams can be completed in our factory-controlled environment before the roofing system is delivered to the job site. By eliminating most of the on-site seaming, Duro-Last dramatically reduces the potential for leaks — and adds the advantages of a faster, quieter and easier installation, with less maintenance and reliable performance for years to come.



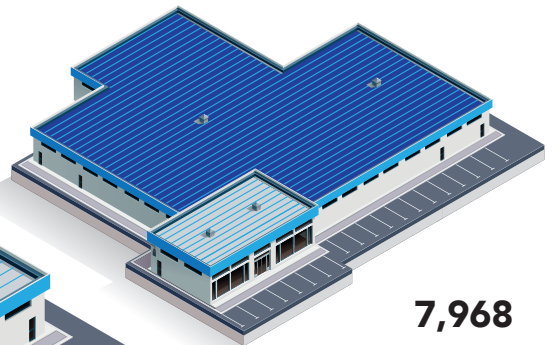
The Duro-Last Difference*



1,278

- Custom-fabricated Duro-Last Roofing System – 5' Laps
- Custom-fabricated Membrane Sheets
- Linear Feet of Field Seams – 1,278 (Green)

(Blue lines represent Duro-Last factory seams)



7,968

- 6' Wide Roll Good Systems
- Linear Feet of Field Seams – 7,968



5,130

- 10' Wide Roll Good Systems
- Linear Feet of Field Seams – 5,130



Additional Membrane Solutions

Duro-Last also offers other PVC membrane solutions. Although we are committed to the benefits of custom-fabrication, we realize that it may not be the ideal solution for all jobs and roofing contractors. Roll goods from Duro-Last enable installation on challenging roofs that are difficult to measure and projects in extreme weather.

A complete line of custom-fabricated accessories is available for each membrane product line.

Duro-Tuff®

Duro-Tuff was introduced to provide a better roll good product while also providing a cost-effective, secure and watertight installation.

- Available in 50, 60 and 80 mil
- Roll widths: 10", 30", 5', 10'
- Can be mechanically attached, adhered or induction welded using the Duro-Bond system

Duro-Fleece®

Duro-Fleece combines a PVC thermoplastic membrane and a high-quality fleece material on the underside of the membrane. Our Duro-Fleece membranes are an ideal product for use in adhered and mechanically fastened applications over a wide variety of roof substrates.

- Available in 50, 60 and 80 mil
- Roll widths: 5', 10'
- Can be mechanically attached or adhered

Duro-Tuff and Duro-Fleece Colors

Duro-Tuff and Duro-Fleece membranes are available in a variety of colors. These membranes have the same color film throughout to reduce the visual effects of bleed out as well as the availability of color matched custom membrane accessories.



- Color options: blue, copper, charcoal, dark green, patina, light gray and light tan
- Duro-Tuff Colors roll widths: 10", 30", 5', 10'
- Duro-Fleece Colors roll widths: 5', 10'

Duro-Last EV

Duro-Last's ketone ethylene ester (KEE) containing membrane, Duro-Last EV, offers the UV resistance, reflectivity and chemical resistance that Duro-Last is known for. Duro-Last EV contains DuPont's™ Elvaloy®, which provides durable flexibility in roofing membranes. Duro-Last EV is flexible and weldable in low temperatures and performs well in cold, harsh environments.

- Available in 50 and 60 mil
- Roll widths: 10", 30", 5', 10'
- Can be mechanically attached, adhered or induction welded using the Duro-Bond system



The Prefab Four

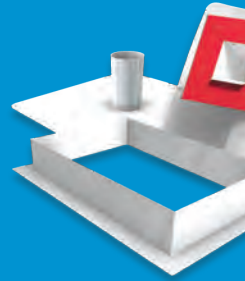
1. Factory welded seams mean better first-time quality and less callbacks
2. Custom-fabricated accessories provide easier transitions, superior waterproofing and aesthetics
3. Less labor for Time off the Roof™
4. Clean installations offer less job site waste and disruptions

Custom-Fabricated Benefits for Any Duro-Last Roof

Custom-fabricated accessories and details from both Duro-Last and our EXCEPTIONAL® Metals division offer the perks of factory fabrication to roofs installed with any Duro-Last membrane — even roll goods.

Custom-fabricated stack and curb flashings eliminate rooftop labor on the most critical roof areas — penetrations and transitions. Many of these accessories, including metal scuppers and collector boxes, come with the Duro-Last membrane already welded to it. Flashings for difficult areas like corners and parapet wall transitions come pre-welded as well.

The benefit of these products is twofold: First, having the welding completed in our factory-controlled environment provides a better-looking finished product along with the necessary watertight integrity. Second, rooftop labor is greatly reduced, getting roofing crews off the roof faster and on to the next job.



Factory Welded



Easy Transitions



Less Labor

Clean Installations

THE PREFAB FOUR

Edge-to-Edge Solutions



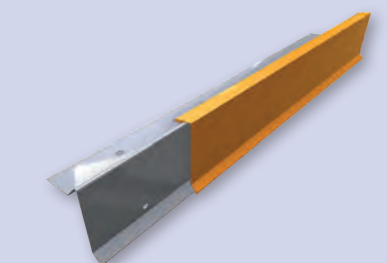
Protection is in the Details

Our EXCEPTIONAL Metals division manufactures edge metal and accessories, as well as drainage products. We also manufacture unique membrane skirted products, including scuppers, conductors and collectors that are made with reinforced single-ply roofing membrane to provide unmatched strength at critical transitions.

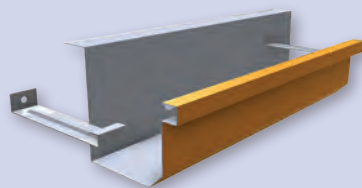
With EXCEPTIONAL Metals edge metal products, we offer a high-quality solution for edge metal that also has an aesthetic look for a variety of roofing needs — and a majority of our edge metal products are ES-1 compliant.

Metal Roof and Wall Panels

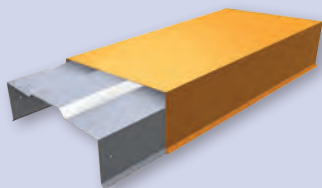
EXCEPTIONAL Metals also offers a full line of metal roof and wall panel systems that are both aesthetically pleasing and structurally sound. With a wide range of customization options, there is a solution for every project.



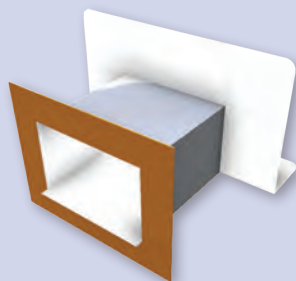
A Snap-On Compression



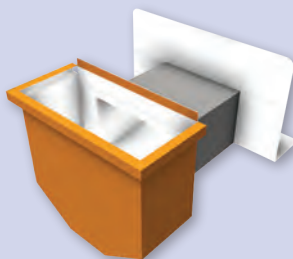
B Gutter and Strap



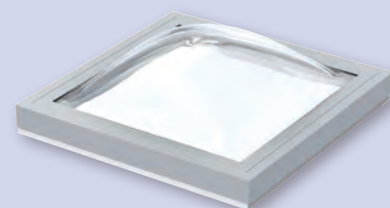
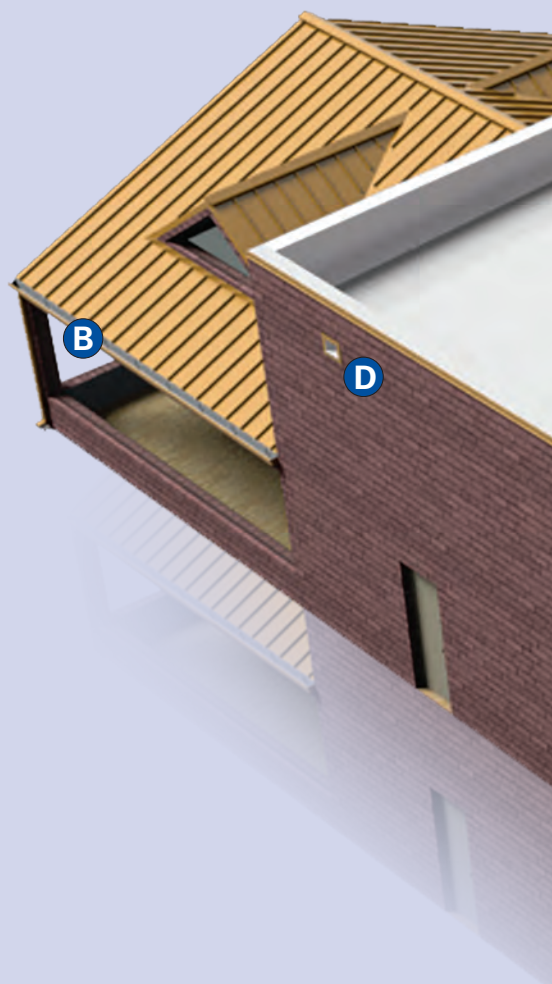
C Coping



D Scupper with Flange



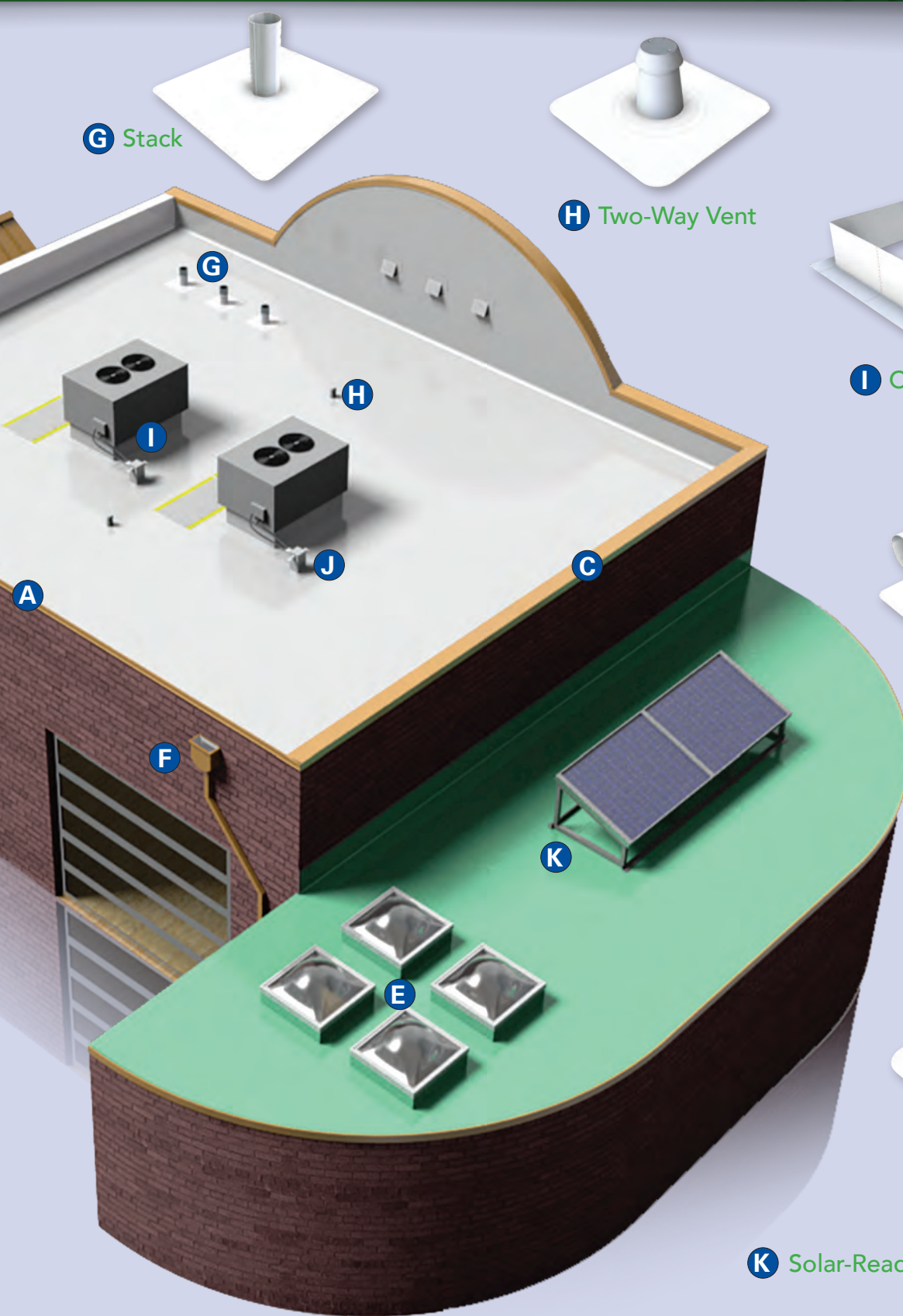
F Collector Box



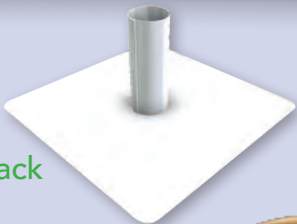
E Duro-Light™ Skylight

With a thick and high density lens, Duro-Light skylights get the job done at a value price with outstanding lifecycle cost benefits.

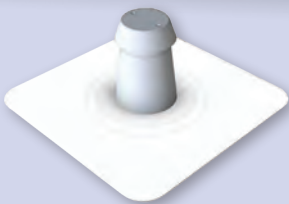
Custom sizes are available.



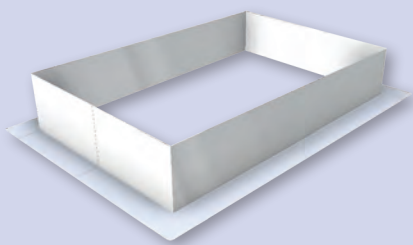
G Stack



H Two-Way Vent



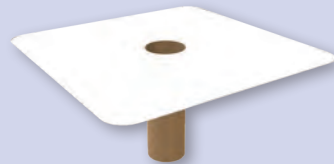
I Curb Flashing



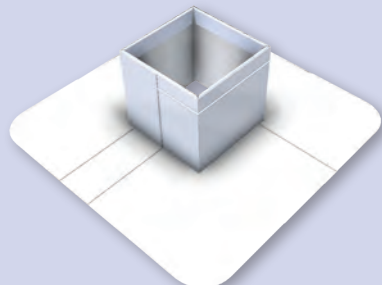
J ATR Hub



Drain



Pitch Pan



K Solar-Ready Flashings



Deck-to-Sky and Installation Solutions

Increasing Efficiency

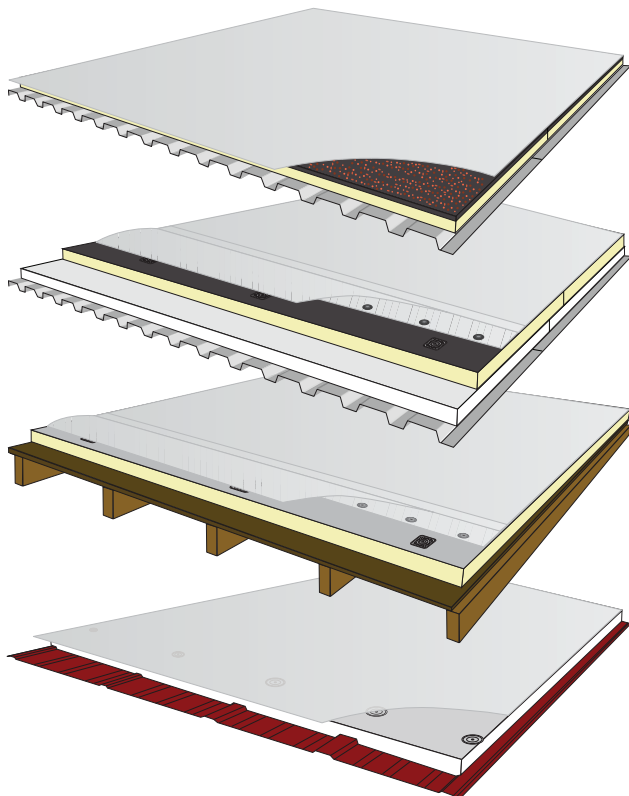
As a full roofing systems provider, Duro-Last offers many different products for fast and efficient roof installation, including:

Fasteners

TIP-TOP® Screw Manufacturing, Inc., a sister company to Duro-Last, manufactures roofing fasteners including concrete screws, heavy-duty fasteners, construction fasteners, insulation fasteners and insulation plates for use with Duro-Last Roofing Systems and other applications.

Adhesives

For adhered applications, Duro-Last offers both solvent-based and water-based adhesives for membrane, along with low-rise foam options for insulation and cover board applications.



The Duro-Last Duro-Bond® Roofing System

This system is a mechanically-attached installation option using non-penetrating “induction weld” technology. This technique bonds the Duro-Last PVC membrane to a PVC-coated fastening plate beneath the roofing membrane, which also fastens insulation and recovery board materials to the roof deck. The OMG RhinoBond® is the preferred induction fastening system.



We've Got You Covered

Duro-Last offers complete roofing systems — with solutions from Edge-to-Edge & Deck-to-Sky. Deck-to-Sky options include everything from cover boards and vapor barriers to both polyisocyanurate (ISO) and expanded polystyrene (EPS) insulation. Additionally, insulation products from Duro-Last can contribute to roofing assembly best practices and play a critical role in reducing heat exchange. Through our easy ordering process, competitive pricing and logistical service support, our Duro-Guard® line of products is both cost-effective and convenient.

Additional Duro-Guard Products Include:

- Duro-Guard EPS Flute Fill Combo
- Fan Fold
- DensDeck®, EVERBOARD®, Securock® and DEXcell® roof boards
- Duro-Last Vapor Barrier & Tear-Down Vapor Barrier

Reduce, Recycle, Reimagine

Duro-Last was Sustainable Before it was Cool

Sustainability has been a part of the Duro-Last culture for more than 20 years. Our founder, John R. Burt, came up with the idea of reimagining old PVC roofs and manufacturing excess into resilient flooring, walkway pads and concrete expansion joints.

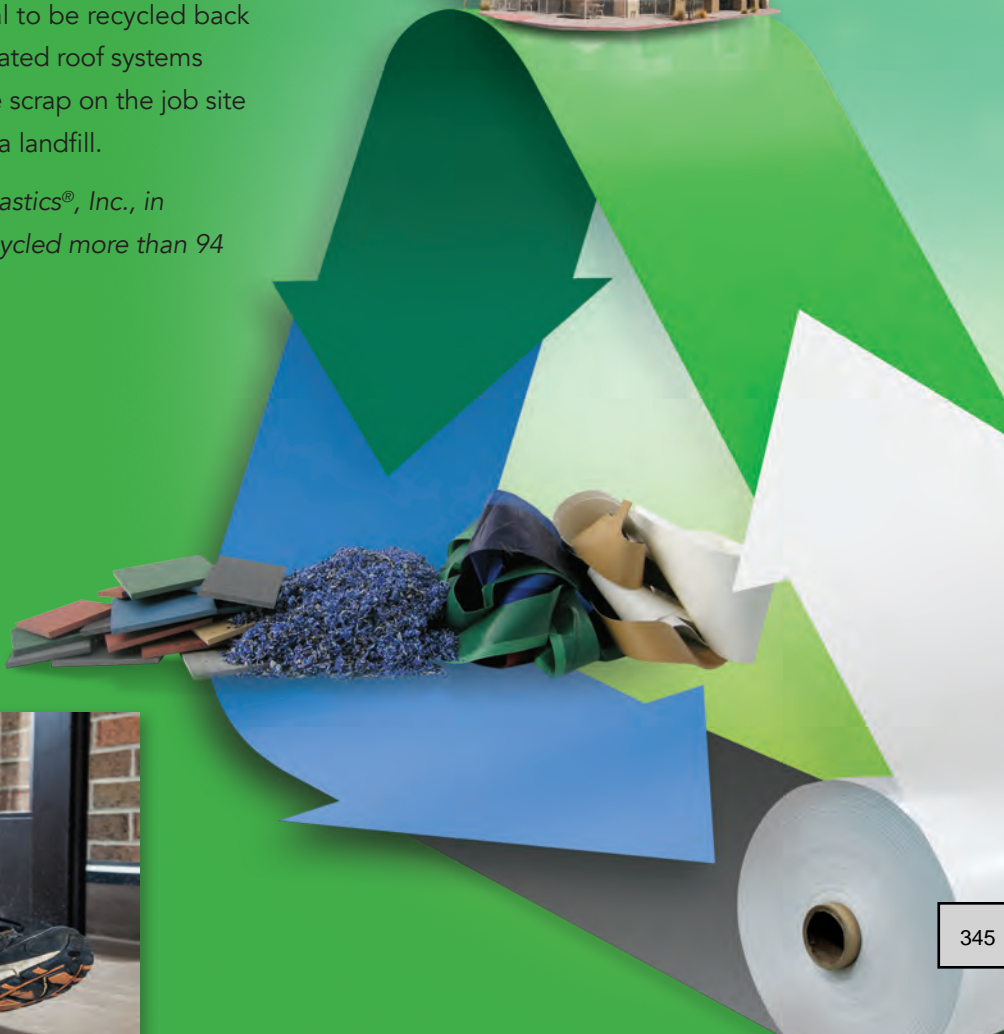
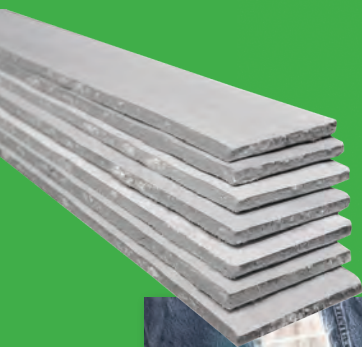
Recycling

Duro-Last has a focus on recycling at every step of the product lifecycle. In addition to our manufacturing process that allows excess material to be recycled back into production, our custom-fabricated roof systems allow roofing contractors to reduce scrap on the job site — meaning less waste ends up in a landfill.

To date, sister company Oscoda Plastics®, Inc., in partnership with Duro-Last, has recycled more than 94 million pounds of PVC material.

Energy

White Duro-Last Roofing Systems can greatly reduce energy consumption and electricity bills by exceeding industry standards for reflectivity and thermal emissivity.



Manufacturers of the World's Best Roof® with proven performance since 1978

Best-in-Class Warranties

Duro-Last leads the roofing industry with comprehensive warranty coverage. With our warranty groupings, we have a level of coverage right for any job.

Duro-Last Supreme Warranties

- Offer consequential damage coverage
- Only available for Duro-Last and Duro-Fleece Plus membranes

Duro-Last Ultra Warranties

- Cover both material and labor
- 15 & 20-year NDL hail and/or high wind warranties

Duro-Last Basic Warranties

- 15, 20, 25 & 30-year NDL warranties

Duro-Last Residential Warranties

- 15 & 20-year warranties



Inspection

Upon completion of a commercial job, a Duro-Last Quality Assurance Technical Representative will inspect the Duro-Last Roofing System. Between the inspections in our manufacturing plant and on the roof, field seams are thoroughly examined.



Spec Generator

Our Spec Generator makes it easy to specify and order Duro-Last. This online tool features the full spectrum of Duro-Last Roofing Systems along with corresponding warranties, technical data and roof details to ensure the best roofing solution for any situation.

For more information give us a call
or visit our website today.

800-248-0280
duro-last.com

"Duro-Last", the "World's Best Roof", "Duro-Guard", "Duro-Tuff", "Duro-Fleece", "EXCEPTIONAL", "Rock-Ply", "Shingle-Ply", and "Duro-Bond" are registered trademarks owned by Duro-Last, Inc.
"Oscoda Plastics" is a registered trademark owned by Oscoda Plastics, Inc.
"Elvaloy" is a registered trademark owned by DuPont™.
"Tip-Top" is a registered trademark owned by Tip-Top Screw Manufacturing, Inc.
"RhinoBond" is a registered trademark of OMG, Inc.
"DensDeck" is a registered trademark owned by or licensed to Georgia-Pacific Gypsum LLC.
"EVERBOARD" is a registered trademark of ReWall Company, LLC.
"Securock" is a registered trademark owned by or licensed to USG Corporation.
"DEXcell" is a registered trademark owned by or licensed to the National Gypsum Company.
ENERGY STAR is only valid in the United States.
Corporate Brochure ORIG: 11.15.16 REV: 12.21.17, 5.6.19 – DL090001



Required Confidential Information Status Form

Duro-Last, Inc.

Name of company

Chenelle D. Plyler, Cooperative Purchasing Administrator

Printed Name and Title of authorized company officer declaring below the confidential status of material

525 Morley Drive; Saginaw, Michigan 48601

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.

OPTION 1:

I **DO CLAIM** parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF 28 PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature Chenelle D. Plyler Date 3/18/2021

OR

OPTION 2:

I **DO NOT CLAIM** any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature _____ Date _____



PRODUCT CATALOG

Prices Effective April 1st, 2021

CORPORATE HEADQUARTERS

525 MORLEY DRIVE
SAGINAW, MICHIGAN 48601
800-248-0280

FAX: 800-432-9331

EMAIL: sales@duro-last.com

www.duro-last.com

JACKSON, MISSISSIPPI • GRANTS PASS, OREGON • SIGOURNEY, IOWA
CARROLLTON, TEXAS • LUDLOW, MASSACHUSETTS

DURO-LAST® STANDARD MEMBRANE

Description	Mil	White	Tan/Gray/Dark Gray/ Terra Cotta*
Roll Goods**	40	0.90/sq ft	0.92/ sq ft
60" Tabs/120" Tabs	40	0.95/sq ft	0.96/sq ft
28" Tab/Parapets	40	1.02/sq ft	1.04/ sq ft
Roll Goods**	50	1.03/sq ft	1.03/sq ft
60" Tabs/120" Tabs	50	1.07/sq ft	1.09/sq ft
28" Tabs/Parapets	50	1.14/sq ft	1.16/sq ft
Roll Goods**	60	1.15/sq ft	1.17/sq ft
60" Tabs/120" Tabs	60	1.20/sq ft	1.22/sq ft
28" Tabs/Parapets	60	1.27/sq ft	1.30/sq ft
6" Round Patch (50 ct.)		5.00/bag	5.00/bag

* Terra Cotta available in 50-Mil only.

** Roll Goods: Material that is 5'4" or less in width without custom fabrication.

SPECIAL DECK SHEET CHARGES

A \$.07/sq. ft. upcharge will be applied in the following situations:

- Tab spacing is not 28", 60" or 120" tabs
 - 10"-27" (28" pricing + \$.07)
 - 29"-59" tabs (60" pricing + \$.07)
 - 61"-119" tabs (120" pricing + \$.07)
- More than two reverses or last laps, where laps are less than 60".
- The fastening tab length is greater than 3".
- Non-rectangular sheets
 - 10"-28" tabs (28" pricing + \$.07)
 - 29"-120" tabs (60" pricing + \$.07)

*Only one \$.07/sq. ft. charge applied per deck sheet.

Maximum Sheet Sizes for 5' Tabs	
40-mil	2,500 sq. ft.
50-mil	2,000 sq. ft.
60-mil	1,500 sq. ft.

Maximum Sheet Sizes for 10' Tabs	
40-mil	3,000 sq. ft.
50-mil	2,500 sq. ft.
60-mil	2,000 sq. ft.

DURO-LAST X™ CUS

Meeting Date: 08/10/2021 Item #4.

MEMBRANE

Available in Custom Cut Lengths or Standard Sizes

Roll Size	Mil	Item #	Sq. Ft. Price	Price / Roll
10" x 100' Stripping	50	50861	1.03	86.52
2'6" x 100'	50	50858	1.03	257.50
5' x 100'	50	50855	1.03	515.00
10' x 100'	50	50852	1.03	1,030.00
10" x 100' Stripping	60	50862	1.15	96.60
2'6" x 100'	60	50859	1.15	287.50
5' x 100'	60	50856	1.15	575.00
10' x 100'	60	50853	1.15	1,150.00
10" x 65' Stripping	80	50863	1.33	73.15
2'6" x 65'	80	50860	1.33	216.79
5' x 65'	80	50857	1.33	432.25
10' x 65'	80	50854	1.33	864.50

NOTES:

- Membrane is WHITE only.
- Custom cut lengths up to 200' for 50 & 60 mil.
- Custom cut lengths up to 130' for 80 mil.
- 5 day lead time for custom cut rolls.
- Custom Cut and 80 mil membrane ship from MI facility only.
- Custom fab parapets and accessories manufactured with standard DL membrane.

DURO-LAST DESIGNER SERIES MEMBRANES

DURO-LAST SHINGLE-PLY® MEMBRANE

Roll Goods Only

SANDSTONE TAN ROLL GOOD OPTIONS:

Roll Size	Mil	Item #	Sq. Ft. Price	Price / Roll
5' X 100'	50	55610	1.57	785.00
5' x 50'	50	55611	1.57	392.50
30" x 100'	50	55612	1.57	392.50
30" x 50'	50	55613	1.57	196.25

SLATE GRAY ROLL GOOD OPTIONS:

Roll Size	Mil	Item #	Sq. Ft. Price	Price / Roll
5' X 100'	50	55620	1.57	785.00
5' x 50'	50	55621	1.57	392.50
30" x 100'	50	55622	1.57	392.50
30" x 50'	50	55623	1.57	196.25

SHINGLE-PLY AVAILABLE IN THE FOLLOWING ACCESSORIES:

Description	Price Each
Two-Way Roof Vent	22.49
Plenum Vent	71.99
6" x 6" Inside Corner	5.45
6" x 6" Outside Corner	6.55
6" x 18" Inside Corner	9.35
6" x 18" Outside Corner	7.60
18" x 12" Outside Corner	10.90
6" x 6" Outside Butterfly	8.20
1" Stack	10.35
1½" – 8" Stack	12.00
9" – 11" Stack	15.30
12" – 15" Stack	18.00
2" – 8" Drain	15.99

NOTES:

- Two-Way Roof Vents have a Shingle-Ply base.
- All Shingle-Ply Stack/Drain Flashings are custom made with a Shingle-Ply base and corresponding solid color tube.

DURO-LAST ROCK-PLY® MEMBRANE

Roll Goods or Custom Deck Sheet
AVAILABLE IN THE FOLLOWING ROLL SIZES:

Roll Size	Mil	Item #	Sq. Ft. Price	Price / Roll
5' X 100'	50	55601	1.57	785.00
5' x 50'	50	55602	1.57	392.50
30" x 100'	50	55603	1.57	392.50
30" x 50'	50	55604	1.57	196.25
10" x 100'	50	55605	1.57	131.87
10" x 50'	50	55606	1.57	65.94

ROCK-PLY AVAILABLE IN THE FOLLOWING ACCESSORIES:

Description	Price Each
Two-Way Roof Vent	22.49
Plenum Vent	71.99
6" x 6" Inside Corner	5.45
6" x 6" Outside Corner	6.55
6" x 18" Inside Corner	9.35
6" x 18" Outside Corner	7.60
18" x 12" Outside Corner	10.90
6" x 6" Outside Butterfly	8.20
1" Stack	10.35
1½" – 8" Stack	12.00
9" – 11" Stack	15.30
12" – 15" Stack	18.00
2" – 8" Drain	15.99

NOTES:

- Two-Way Roof Vents have a Shingle-Ply base.

Meeting Date: 08/10/2021 Item #4.

- All Rock-Ply Stack/Drain P
Rock-Ply base and Dark Gray tube.

TERRA COTTA COLOR ACCESSORIES ARE PRICED AT ROCK-PLY® ACCESSORY PRICING.

ADDITIONAL MEMBRANES

Description	Item #	Price	Unit of Measure
ARP Material (custom roll good or added to deck sheet)	n/a	1.15	Sq. ft.
Yellow Stripping 4" x 100'	33015	0.99	Lineal Ft.

DURO-TUFF® WHITE

Roll Size	Mil	Item #	Sq. Ft. Price	Price / Roll
10" x 100' Stripping	50	662020	0.79	66.36
2'6" x 100'	50	662021	0.79	197.50
5' x 100'	50	662022	0.79	395.00
10' x 100'	50	661345	0.79	790.00
10" x 100' Stripping	60	662023	0.89	74.76
2'6" x 100'	60	662024	0.89	222.50
5' x 100'	60	662025	0.89	445.00
10' x 100'	60	661346	0.89	890.00
10" x 65' Stripping	80	661998	1.18	64.88
2'6" x 65'	80	661454	1.18	192.34
5' x 65'	80	661453	1.18	383.50
10' x 65'	80	661353	1.18	767.00
T-Patch 4"-6" Bag (50 ct.)		8067		5.99

NOTES:

- Accessories are produced with Duro-Last Standard White Membrane.
- 50 and 60 mil white Duro-Tuff are next day shipments.
- 80 mil white Duro-Tuff is a next day item only from MI, OR, and MS.
- All shipments over 50,000 sq. ft. ship from Michigan facility.

STOCK DURO-TUFF® COLOR 50-MIL

Color	Roll Size	Item #	Sq. Ft. Price	Price / Roll
Charcoal	10" x 100' Stripping	661370	0.88	73.92
	2'6" x 100'	661371	0.88	220.00
	5' x 100'	661372	0.88	440.00
	10' x 100'	661373	0.88	880.00
Light Gray	10" x 100' Stripping	661365	0.88	73.92
	2'6" x 100'	661366	0.88	220.00
	5' x 100'	661367	0.88	440.00
	10' x 100'	661368	0.88	880.00
Light Tan	10" x 100' Stripping	661380	0.88	73.92
	2'6" x 100'	661381	0.88	220.00
	5' x 100'	661382	0.88	440.00
	10' x 100'	661383	0.88	880.00

NOTES:

- 50 mil Charcoal Duro-Tuff is a next day shipment from MI and OR only.
- 50 mil Light Tan and Light Gray Duro-Tuff is a next day shipment from MI only.
- 80 mil white Duro-Tuff is a
- All shipments over 50,000 sq. ft. ship from Michigan facility.

DURO-TUFF® COLOR 50-MIL

Color	Roll Size	Item #	Sq. Ft. Price	Price / Roll
Patina	10" x 100' Stripping	661375	0.88	73.92
	2'6" x 100'	661376	0.88	220.00
	5' x 100'	661377	0.88	440.00
	10' x 100'	661378	0.88	880.00
Blue	10" x 100' Stripping	661395	0.88	73.92
	2'6" x 100'	661396	0.88	220.00
	5' x 100'	661397	0.88	440.00
	10' x 100'	661398	0.88	880.00
Green	10" x 100' Stripping	661385	1.13	94.92
	2'6" x 100'	661386	1.13	282.50
	5' x 100'	661387	1.13	565.00
	10' x 100'	661388	1.13	1130.00
Copper	10" x 100' Stripping	661390	1.13	94.92
	2'6" x 100'	661391	1.13	282.50
	5' x 100'	661392	1.13	565.00
	10' x 100'	661393	1.13	1130.00

NOTES:

- Minimum order quantity is 10,000 sq. ft.
- Minimum 8-week lead time.
- All shipments ship from Michigan facility.

DURO-TUFF®

Meeting Date: 08/10/2021 Item #4.

Color	Roll Size	Item #	Sq. Ft. Price	Price/Roll
Light Gray	10" x 100' Stripping	661400	.98	82.32
	2'6" x 100'	661401	.98	245.00
	5' x 100'	661402	.98	490.00
	10' x 100'	661403	.98	980.00
Charcoal	10" x 100' Stripping	661405	.98	82.32
	2'6" x 100'	661406	.98	245.00
	5' x 100'	661407	.98	490.00
	10' x 100'	661408	.98	980.00
Patina	10" x 100' Stripping	661410	.98	82.32
	2'6" x 100'	661411	.98	245.00
	5' x 100'	661412	.98	490.00
	10' x 100'	661413	.98	980.00
Light Tan	10" x 100' Stripping	661415	.98	82.32
	2'6" x 100'	661416	.98	245.00
	5' x 100'	661417	.98	490.00
	10' x 100'	661418	.98	980.00
Blue	10" x 100' Stripping	661430	.98	82.32
	2'6" x 100'	661431	.98	245.00
	5' x 100'	661432	.98	490.00
	10' x 100'	661433	.98	980.00
Green	10" x 100' Stripping	661420	1.19	99.96
	2'6" x 100'	661421	1.19	297.50
	5' x 100'	661422	1.19	595.00
	10' x 100'	661423	1.19	1,190.00
Copper	10" x 100' Stripping	661425	1.19	99.96
	2'6" x 100'	661426	1.19	297.50
	5' x 100'	661427	1.19	595.00
	10' x 100'	661428	1.19	1,190.00

NOTES:

- Minimum order quantity is 10,000 sq. ft.
- Minimum 8-week lead time.
- All shipments ship from Michigan facility.

DURO-TUFF® COLOR 80-MIL

Color	Roll Size	Item #	Sq. Ft. Price	Price / Roll
Light Gray	10" x 65' Stripping	662080	1.28	70.38
	2'6" x 65'	662081	1.28	208.64
	5' x 65'	662082	1.28	416.00
	10' x 65'	662083	1.28	832.00
Charcoal	10" x 65' Stripping	662084	1.28	70.38
	2'6" x 65'	662085	1.28	208.64
	5' x 65'	662086	1.28	416.00
	10' x 65'	662087	1.28	832.00
Patina	10" x 65' Stripping	662088	1.28	70.38
	2'6" x 65'	662089	1.28	208.64
	5' x 65'	662090	1.28	416.00
	10' x 65'	662091	1.28	832.00
Light Tan	10" x 65' Stripping	662092	1.28	70.38
	2'6" x 65'	662093	1.28	208.64
	5' x 65'	662094	1.28	416.00
	10' x 65'	662095	1.28	832.00
Blue	10" x 65' Stripping	662104	1.28	70.38
	2'6" x 65'	662105	1.28	208.64
	5' x 65'	662106	1.28	416.00
	10' x 65'	662107	1.28	832.00
Green	10" x 65' Stripping	662096	1.46	80.28
	2'6" x 65'	662097	1.46	237.98
	5' x 65'	662098	1.46	474.50
	10' x 65'	662099	1.46	949.00
Copper	10" x 65' Stripping	662100	1.46	80.28
	2'6" x 65'	662101	1.46	237.98
	5' x 65'	662102	1.46	474.50
	10' x 65'	662103	1.46	949.00

NOTES:

- Minimum order quantity is 10,000 sq. ft.
- Minimum 8-week lead time.
- All shipments ship from Michigan facility.

DURO-FLEECE PLUS® ROLL GOODS WHITE

Roll Size	Mil	Item #	Sq. Ft. Price	Price / Roll
5' x 100'	50	661030	1.52	760.00
10' x 100'	50	661031	1.52	1,520.00
5' x 100'	60	661032	1.78	890.00
10' x 100'	60	661033	1.78	1,780.00

NOTES:

- Accessories are produced with Duro-Last Standard White Membrane.
- Duro-Fleece Plus is a next day shipment from Michigan facility.

DURO-FLEECE® ROLL GOODS WHITE

Roll Size	Mil	Item #	Sq. Ft. Price	Price / Roll
5' x 100'	50	662005	1.08	540.00
10' x 100'	50	662002	1.08	1,060.00
5' x 100'	60	662006	1.17	585.00
10' x 100'	60	662003	1.17	1,170.00
5' x 65'	80	662008	1.31	425.75
10' x 65'	80	662007	1.31	851.50

NOTES:

- Accessories are produced with Duro-Last Standard White Membrane.
- 50, 60, and 80 mils Duro-Fleece white are next day shipments from MI, OR, and MS.
- All shipments over 50,000 sq. ft. ship from Michigan facility.

DURO-FLEECE® COLOR 50-MIL

Color	Roll Size	Item #	Sq. Ft. Price	Price/Roll
Light Gray	5' x 100'	662030	1.18	590.00
	10' x 100'	662031	1.18	1,180.00
Charcoal	5' x 100'	662032	1.18	590.00
	10' x 100'	662033	1.18	1,180.00
Patina	5' x 100'	662034	1.18	590.00
	10' x 100'	662035	1.18	1,180.00
Light Tan	5' x 100'	662036	1.18	590.00
	10' x 100'	662037	1.18	1,180.00
Blue	5' x 100'	662042	1.18	590.00
	10' x 100'	662043	1.18	1,180.00
Green	5' x 100'	662038	1.23	615.00
	10' x 100'	662039	1.23	1,230.00
Copper	5' x 100'	662040	1.23	615.00
	10' x 100'	662041	1.23	1,230.00

NOTES:

- Minimum order quantity is 10,000 sq. ft.
- Minimum 8-week lead time.
- All shipments ship from Michigan facility.

DURO-FLEECE®

Color	Roll Size	Item #	Sq. Ft. Price	Price/Roll
Light Gray	5' x 100'	662050	1.28	640.00
	10' x 100'	662051	1.28	1,280.00
Charcoal	5' x 100'	662052	1.28	640.00
	10' x 100'	662053	1.28	1,280.00
Patina	5' x 100'	662054	1.28	640.00
	10' x 100'	662055	1.28	1,280.00
Light Tan	5' x 100'	662056	1.28	640.00
	10' x 100'	662057	1.28	1,280.00
Blue	5' x 100'	662062	1.28	640.00
	10' x 100'	662063	1.28	1,280.00
Green	5' x 100'	662058	1.37	685.00
	10' x 100'	662059	1.37	1,370.00
Copper	5' x 100'	662060	1.37	685.00
	10' x 100'	662061	1.37	1,370.00

NOTES:

- Minimum order quantity is 10,000 sq. ft.
- Minimum 8-week lead time.
- All shipments ship from Michigan facility.

DURO-FLEECE® COLOR 80-MIL

Color	Roll Size	Item #	Sq. Ft. Price	Price/Roll
Light Gray	5' x 65'	662070	1.42	461.50
	10' x 65'	662071	1.42	923.00
Charcoal	5' x 65'	662072	1.42	461.50
	10' x 65'	662073	1.42	923.00
Patina	5' x 65'	662074	1.42	461.50
	10' x 65'	662075	1.42	923.00
Light Tan	5' x 65'	662076	1.42	461.50
	10' x 65'	662077	1.42	923.00
Blue	5' x 65'	662068	1.42	461.50
	10' x 65'	662069	1.42	923.00
Green	5' x 65'	662078	1.52	494.00
	10' x 65'	662079	1.52	988.00
Copper	5' x 65'	662066	1.52	494.00
	10' x 65'	662067	1.52	988.00

NOTES:

- Minimum order quantity is 10,000 sq. ft.
- Minimum 8-week lead time.
- All shipments ship from Michigan facility.

DURO-TUFF AND DURO-FLEECE COLOR MEMBRANE ACCESSORIES

Product Description	Price
Two-Way Vent (customer chooses vent color)	17.49
Plenum Vent (customer chooses vent color)	72.49
6" x 6" Inside Corner	3.85
6" x 6" Outside Corner	4.90
6" x 18" Inside Corner	5.40
6" x 18" Outside Corner	6.00
18" x 12" Outside Corner	9.30
6" x 6" Outside Butterfly Corner	6.20
1" Stack	8.70
1½"-8" Stack	10.35
9"-11" Stack	13.05
12"-15" Stack	15.80
2"-8" Drain	13.49
T-Patch 4"-6" Bag (50 ct.)	5.99

NOTE: Item numbers vary based on color selection of the membrane.

DURO-LAST® EV ROLL GOODS WHITE

Roll Size	Mil	Item #	Sq. Ft. Price	Price / Roll
10" x 100' Stripping	50	661471	1.03	88.20
2' 6" x 100'	50	661470	1.03	262.50
5' x 100'	50	661460	1.03	525.00
10' x 100'	50	661461	1.03	1,050.00
10" x 100' Stripping	60	661481	1.15	98.28
2' 6" x 100'	60	661480	1.15	292.50
5' x 100'	60	661462	1.15	585.00
10' x 100'	60	661463	1.15	1,170.00
T-Patch 4"-6" Bag (50 ct.)		8067		5.99

NOTES:

- Accessories are produced with Duro-Last EV 50-Mil White Membrane.
- Pricing is equal to Duro-Last standard membrane accessory pricing.
- Duro-Last EV is a next day shipment from the Michigan facility only.

DURO-LAST ACCESSORIES

STACK FLASHINGS

(Add .50 for gray, tan or dark gray)

Size	Item # Closed	Item # Open	Price Each
1"	1315	n/a	7.60
1½"	1315H	2315H	9.30
2"	1316	2316	9.30
3"	1317	2317	9.30
4"	1318	2318	9.30
5"	1319	2319	9.30
6"	1320	2320	9.30
7"	1321	2321	9.30
8"	1322	2322	9.30
9"	1323	2323	11.45
10"	1324	2324	11.45
11"	1325	2325	11.45
12"	1326	2326	14.20
13"	1327	2327	14.20
14"	1328	2328	14.20
15"	1329	2329	14.20
16"	n/a	Open Only	33.38
18"	n/a	Open Only	33.90
20"	n/a	Open Only	34.41
22"	n/a	Open Only	34.92
24"	n/a	Open Only	35.43

NOTES:

- Over 24", call Sales Department for pricing.
- Manufactured using outside diameter measurements.

PANDUIT BANDS

Description	Item #	Price Each
Panduit Tool	1221	200.99
¾" x 14" S.S. Bands (50/bag)	1222	34.49
¾" x 20" S.S. Bands (50/bag)	1222P	50.99

ROOF

Meeting Date: 08/10/2021 Item #4.

(Add .50 for gray, tan or dark gray)

Description	Item #	Price Each
Two-Way Vent Caps	1230	3.50
Two-Way Vent White w/White Skirt	1231	15.99
Plenum Vent White-Single	1231-110	56.99
Plenum Vent White-10/box	1231-010	473.49
Plenum Vent Tan-Single	1231-111	65.99
Plenum Vent Tan-10/box	1231-011	483.99
Plenum Vent Dark Gray-Single	1231-112	65.99
Plenum Vent Dark Gray-10/box	1231-012	483.99
Flush-Mount Parapet Wall Vent White	12351	22.49
Flush-Mount Parapet Wall Vent Tan	12351B	22.99
Flush-Mount Parapet Wall Vent Gray	12351G	22.99
Flush-Mount Parapet Wall Vent D. Gray	12351DG	22.99
Flush-Mount Parapet Wall Vent Custom Color	123519	24.49
6" Type B Vent Cover White	1231-06W	60.49
8" Type B Vent Cover White	1231-08W	69.99

DRAIN BOOTS

(Add .50 for gray, tan or dark gray)

*CDR Rings sold separately

Size	Item #	Price Each
2"	1916	12.49
2½"	1916H	12.49
3"	1917	12.49
3½"	1917H	12.49
4"	1918	12.49
4½"	1918H	12.49
5"	1922	12.49
5½"	1922H	12.49
6"	1921	12.49
6½"	1921H	12.49
7"	1923	12.49
7½"	1923H	12.49
8"	1924	12.49

CDR RINGS

Size	Item #	Price/Pair
2"	1536	12.55
2½"	1536H	12.55
3"	1537	12.55
3½"	1537H	13.05
4"	1538	13.05
4½"	1538H	13.05
5"	1539	13.65
5½"	1539H	14.75
6"	1540	14.75
6½"	1540H	15.30
7"	1541	15.80
7½"	1541H	19.65
8"	1542	21.25

DRAIN BOOT ACCESSORIES

Description	Item #	Price/Pair
Duro-Last Drain Guard White Tabs	18301	50.00
Duro-Last Drain Guard Tan Tabs	18301B	50.00
Duro-Last Drain Guard Gray Tabs	18301G	50.00
Duro-Last Drain Guard Clamping Ring Attachment Clips- sold as a pair	1830-2	4.50
2" Drain Adaptor	1543	11.45
3"-5" Black Leaf Grate	1820	12.99
PVC Roof Drains 3" & 4"	1518	48.05
OMG SpeedTite Roof Drain 3"	151003	370.70
OMG SpeedTite Roof Drain 4"	151004	382.20
OMG Hercules Roof Drain 3"	1509-001	356.85
OMG Hercules Roof Drain 4"	1510-001	361.50
OMG Hercules Drive	1508	20.85

NOTES: OMG drains are Drop-Ship only

CORNERS

(Add .50 for gray, tan or dark gray)

Description	Item #	Price Each
6" x 6" Inside	1311	2.75
6" x 6" Outside	1312	3.85
6" x 18" Inside	1313	4.35
6" x 18" Outside	1314	4.90
18" x 12" Outside	1309	8.20
6" x 6" Outside Butterfly	1312BF	5.45

DURO-LAST MEMBRANE CUSTOM MADE CURBS ESTIMATING CHART

A \ B	6	12	18	24	30	36	42	48	54	60	66	72	78	84	90	96	102	108	114	120	126
6	35.12	36.50	37.88	39.26	40.64	42.02	43.40	44.78	46.16	47.54	48.92	50.30	51.68	53.06	54.44	55.81	57.19	58.57	59.95	61.33	62.71
12		37.88	39.26	40.64	42.02	43.40	44.78	46.16	47.54	48.92	50.30	51.68	53.06	54.44	55.81	57.19	58.57	59.95	61.33	62.71	64.09
18			40.64	42.02	43.40	44.78	46.16	47.54	48.92	50.30	51.68	53.06	54.44	55.81	57.19	58.57	59.95	61.33	62.71	64.09	65.47
24				43.40	44.78	46.16	47.54	48.92	50.30	51.68	53.06	54.44	55.81	57.19	58.57	59.95	61.33	62.71	64.09	65.47	66.85
30					46.16	47.54	48.92	50.30	51.68	53.06	54.44	55.81	57.19	58.57	59.95	61.33	62.71	64.09	65.47	66.85	68.23
36						48.92	50.30	51.68	53.06	54.44	55.81	57.19	58.57	59.95	61.33	62.71	64.09	65.47	66.85	68.23	69.61
42							51.68	53.06	54.44	55.81	57.19	58.57	59.95	61.33	62.71	64.09	65.47	66.85	68.23	69.61	70.99
48								54.44	55.81	57.19	58.57	59.95	61.33	62.71	64.09	65.47	66.85	68.23	69.61	70.99	72.37
54									57.19	58.57	59.95	61.33	62.71	64.09	65.47	66.85	68.23	69.61	70.99	72.37	73.75
60										59.95	61.33	62.71	64.09	65.47	66.85	68.23	69.61	70.99	72.37	73.75	75.13
66											62.71	64.09	65.47	66.85	68.23	69.61	70.99	72.37	73.75	75.13	76.51
72												65.47	66.85	68.23	69.61	70.99	72.37	73.75	75.13	76.51	77.89
78													68.23	69.61	70.99	72.37	73.75	75.13	76.51	77.89	79.27
84														70.99	72.37	73.75	75.13	76.51	77.89	79.27	80.65
90															73.75	75.13	76.51	77.89	79.27	80.65	82.02
96																76.51	77.89	79.27	80.65	82.02	83.40
102																	79.27	80.65	82.02	83.40	84.78
108																		82.02	83.40	84.78	86.16
114																			84.78	86.16	87.54
120																				87.54	88.92
126																					90.30

Prices are for open curbs. Unless stated otherwise, the height "C" will be 12 inches and the skirt will be 6 inches wide.

DURO-LAST MEMBRANE CUSTOM MADE CURBS WITH TOPS ESTIMATING CHART

A \ B	6	12	18	24	30	36	42	48	54	60	66	72	78	84	90	96	102	108	114	120	126
6	68.38	69.69	71.01	72.32	73.64	74.95	76.27	77.58	78.90	80.21	81.53	82.84	84.16	85.47	86.79	88.10	89.42	90.73	92.05	93.36	94.68
12		71.20	72.70	74.20	75.70	77.21	78.71	80.21	81.72	83.22	84.72	86.22	87.73	89.23	90.73	92.23	93.74	95.24	96.74	98.25	99.75
18			74.39	76.08	77.77	79.46	81.15	82.84	84.53	86.22	87.91	89.60	91.30	92.99	94.68	96.37	98.06	99.75	101.44	103.13	104.82
24				77.96	79.84	81.72	83.59	85.47	87.35	89.23	91.11	92.99	94.86	96.74	98.62	100.50	102.38	104.26	106.14	108.01	109.89
30					81.90	83.97	86.04	88.10	90.17	92.23	94.30	96.37	98.43	100.50	102.57	104.63	106.70	108.77	110.83	112.90	114.96
36						86.22	88.48	90.73	92.99	95.24	97.49	99.75	102.00	104.26	106.51	108.77	111.02	113.27	115.53	117.78	120.04
42							90.92	93.36	95.80	98.25	100.69	103.13	105.57	108.01	110.46	112.90	115.34	117.78	120.22	122.67	125.11
48								95.99	98.62	101.25	103.88	106.51	109.14	111.77	114.40	117.03	119.66	122.29	124.92	127.55	130.18
54									101.44	104.26	107.07	109.89	112.71	115.53	118.35	121.16	123.98	126.80	129.62	132.43	135.25
60										107.26	110.27	113.27	116.28	119.28	122.29	125.30	128.30	131.31	134.31	137.32	140.32

Use the longest dimension as "A". The above prices are for the height "C" up to 12 inches and a 6-inch skirt.

DURO-LAST MEMBRANE CUSTOM MADE SCUPPERS ESTIMATING

Meeting Date: 08/10/2021 Item #4.

A \ B	4	6	8	10	12	14	16	18	20	22	24	26	28	30	32
4	42.22	43.13	44.04	44.96	45.87	46.78	47.69	48.61	49.52	50.43	51.35	52.26	53.17	54.09	55.00
6		44.04	44.96	45.87	46.78	47.69	48.61	49.52	50.43	51.35	52.26	53.17	54.09	55.00	55.91
8			45.87	46.78	47.69	48.61	49.52	50.43	51.35	52.26	53.17	54.09	55.00	55.91	56.83
10				47.69	48.61	49.52	50.43	51.35	52.26	53.17	54.09	55.00	55.91	56.83	57.74
12					49.52	50.43	51.35	52.26	53.17	54.09	55.00	55.91	56.83	57.74	58.65
14						51.35	52.26	53.17	54.09	55.00	55.91	56.83	57.74	58.65	59.57
16							53.17	54.09	55.00	55.91	56.83	57.74	58.65	59.57	60.48
18								55.00	55.91	56.83	57.74	58.65	59.57	60.48	61.39
20									56.83	57.74	58.65	59.57	60.48	61.39	62.31
22										58.65	59.57	60.48	61.39	62.31	63.22
24											60.48	61.39	62.31	63.22	64.13
26												62.31	63.22	64.13	65.05
28													64.13	65.05	65.96
30														65.96	66.87
32															67.79

The above prices are good for scuppers with distance through the wall "C" equal to 18 inches or less.

FASTENERS

#14 SCREWS

P-3 Head

Description	Spade Point Item #	Drill Point Item #	Quantity/Pail	Price Each
1½"	1442-2	1361-2	2,000/pail	120.00
2"	1446-2	1362-2	2,000/pail	140.00
2½"	1456	1363	1,000/pail	90.00
3"	1447	1364	1,000/pail	100.00
3½"	1457	1365	1,000/pail	110.00
4"	1448	1366	1,000/pail	130.00
4½"	1458	1367	1,000/pail	170.00
5"	1449	1368	1,000/pail	180.00
5½"	1459	1369	1,000/pail	220.00
6"	1450	1370	1,000/pail	230.00
7"	1451	1371	500/pail	145.00
8"	1452	1372	500/pail	160.00
9"	1253	1373	500/pail	220.00
10"	1254	1374	500/pail	255.00
11"	1255	1375	500/pail	285.00
12"	1256	1376	500/pail	310.00

NOTES:

- Spade Point.
- Drill Point P-3 Head: Steel Decks (18 to 24 Gauge).

#15 SCREWS

Wood or Steel Decks

Description	Item #	Quantity/Pail	Price Each
2"	1378	1,000/pail	120.00
3"	1379	1,000/pail	150.00
4"	1380	1,000/pail	170.00
5"	1381	1,000/pail	220.00
6"	1382	500/pail	140.00
7"	1383	500/pail	195.00
8"	1384	500/pail	215.00
9"	1385	250/pail	170.00
10"	1386	250/pail	182.50
11"	1387	250/pail	187.50
12"	1388	250/pail	232.50
14"	1257	250/pail	255.00
16"	1258	250/pail	282.50
18"	1259	250/pail	362.50
20"	1260	250/pail	440.00

FASTENERS FOR EDGE DETAILS

Description	Item #	Quantity/Pail	Price Each
1¼" Hexhead #14	1444-2	2,000/pail	140.00
¼" x 1½" ZAMAC Metal Anchor	12411	1,000/pail	150.00

VERSAFAST FASTENERS

Description	Item #	Quantity/Pail	Price Each
2¼"	20001	1,000/pail	100.00
3¼"	20002	1,000/pail	130.00
4¼"	20003	1,000/pail	160.00
VersaFast Plates	20040	1,000/pail	123.00

CONCRETE SCREWS

Hi-Lo Thread Structural Concrete – pre-drill with $\frac{3}{16}$ " bit

Description	Item #	Quantity/Pail	Price Each
1¼"	1470	1,000/pail	60.00
1¾"	1471	1,000/pail	70.00
2¼"	1472	1,000/pail	80.00
2¾"	1473	1,000/pail	90.00
3¼"	1474	1,000/pail	110.00
3¾"	1475	1,000/pail	120.00
4¼"	1476	1,000/pail	150.00
5"	1477	1,000/pail	190.00
5½"	1478	1,000/pail	220.00
6"	1479	1,000/pail	230.00
6½"	1480	500/pail	135.00
7"	1481	500/pail	145.00
7½"	1482	500/pail	160.00
8"	1483	500/pail	175.00
9"	1484	500/pail	245.00
10"	1485	500/pail	285.00
11"	1486	500/pail	320.00
12"	1487	500/pail	345.00

#14 STAINLESS STEEL SCREWS

Description	Item #	Quantity/Pail	Price Each
1½"	1243	1,000/pail	350.00

Below stainless steel screws are available for drop-ship only.
Call for availability.

Description	Item #	Quantity/Pail	Price Each
2"	1244	1,000/pail	480.00
3"	1245	1,000/pail	640.00
4"	1246	1,000/pail	760.00
5"	1247	1,000/pail	940.00
6"	1248	1,000/pail	1,100.00
7"	1249	500/pail	710.00
8"	1250	500/pail	800.00
10"	1251	250/pail	525.00
12"	1252	250/pail	625.00

SCREWDRIVER TIPS

Description	Item #	Price Each
2" P3-Style Long	1265	1.75
2" Square Drive #3	1264	1.65
Hex Head Drive Bit	1445	3.25

SCREW POINT CAPS

Description	Item #	Price Each
White (500/bag)	1236	50.00
Black (500/bag)	1237	50.00

NAIL TYPE

Meeting Date: 08/10/2021 Item #4.

Description	Item #	Quantity/Pail	Price Each
1½"	1620-1	1,000/pail	110.00
2"	1621-1	1,000/pail	130.00
2½"	1622-1	1,000/pail	140.00
3"	1623	500/pail	75.00
3½"	1624	500/pail	85.00
4"	1625	500/pail	100.00
4½"	1626	500/pail	105.00
5"	1627	500/pail	115.00
5½"	1619	500/pail	130.00
6"	1628	500/pail	140.00
7"	1638	500/pail	170.00
8"	1639	500/pail	275.00
9"	1628-009	250/pail	140.00
10"	1628-010	250/pail	165.00
11"	1628-011	250/pail	175.00
12"	1628-012	250/pail	245.00

NOTES:

- Use 7/32" x 11" SDS and/or 7/32" x 16" SDS Drill Bits.
- Structural Concrete – pre-drill with 3/16" bit.

NON-PENETRATING ANCHORS AND PLATES

Dropship Only; Available in all membrane colors, additional lead times may occur.

Description	Item #	Price Each
Non-Penetrating U-Anchor 1400	1242-250	38.80
Non-Penetrating U-Anchor 2000	1242-200	55.45
Non-Penetrating U-Anchor 2400	1242-240	41.35
Non-Penetrating U-Anchor 3000	1242-260	79.65
Non-Penetrating U-Anchor 3400	1242-261	64.50
Non-Penetrating U-Anchor 4400	1242-270	221.75

AUGER FASTENER W/PLATES

Tectum, Gypsum and Lt. Wt. Concrete
Gypsum, Lt. Wt. Concrete – pre-drill with $\frac{7}{16}$ " – $\frac{9}{16}$ " bit

Description	Item #	Quantity/Pail	Price Each
2"	1751	500/pail	275.00
2½"	1752	500/pail	225.00
3"	1753	500/pail	235.00
3½"	1754	500/pail	250.00
4"	1755	500/pail	255.00
4½"	1756	500/pail	265.00
5"	1757	500/pail	270.00
5½"	1758	500/pail	285.00
6"	1759	500/pail	290.00
6½"	1760	500/pail	300.00
7"	1761	250/pail	152.50
7½"	1762	250/pail	165.00
8"	1763	250/pail	200.00
8½"	1764	250/pail	217.50
9"	1765	250/pail	222.50
10"	1766	250/pail	250.00
¼" Auger Bit (square drive)	1749	Individual	3.65
2" Additional Auger Plates*(500/bx)	1750	500/pail	60.00

NOTE: The purchase price of augers includes the cost of plates.

DRILL BITS

Description	Item #	Price Each
7/32" x 6" Straight	1631	4.55
7/32" x 11" SDS	1644	15.70
7/32" x 16" SDS	1645	23.00
3/16" x 3" Straight	1632	2.90
3/16" x 6" Straight	1633	3.95
3/16" x 6 1/2" SDS	1629	6.05
3/16" x 8 1/2" SDS	1635	8.70
3/16" x 10" SDS	1630	12.15
3/16" x 12" Straight	1804	16.65
3/16" x 12" SDS	1640	15.15
1/4" x 4" Straight	1266	3.20
1/4" x 4" SDS	1268	5.80
1/4" x 6" SDS	1643	6.05

DRILL BIT INFORMATION

- All drill bits are listed by size and total length.
- Deduct approx. 2" for insertion of bit into tool.
- 3/16"- For concrete decks.
- 1/4"- for anchors going into concrete.
- 7/32"- bigger easier to use when concrete is dense.
- Straight bit vs. SDS (spline drive shaft) - based on drill.
- Straight- More likely to spin.
- SDS- Only for specific drills.
- Usable length is 2" shorter than drill bit size.
- Drill bit is 1/2"-1" longer than fastener.
- Order drill bit 3" longer than fastener.

PURLIN FASTENERS

Drop-Ship Only

Description	Item #	Quantity/Pail	Price Each
1 3/8"	1488	2,500/pail	250.00
2 3/4"	1489	1,000/pail	150.00
3 3/4"	1490	1,000/pail	220.00
4 3/4"	1491	1,000/pail	230.00
5 3/4"	1492	1,000/pail	240.00
6 3/4"	1493	1,000/pail	380.00
7 3/4"	1494	500/pail	205.00
8 3/4"	1494-001	500/pail	245.00

PLATES

Description	Item #	Quantity/Box	Price Each
2" Round Poly Plates	1305P	1,000/box	110.00
3" Square Steel Plates	1300S	500/box	65.00
3" Plastic Insulation Plates	1305I	1,000/box	60.00
Metal Cleat Plates	1304	1,000/box	200.00
RhinoBond Plate	1302	500/box	250.00
DL 3" Induction Insulation Disc	18654	100/bag	10.50
RhinoBond Insulation Disk	1339	250/box	30.00
TruFast Induction Plate	1865	500/box	245.00
1 1/2 x 2 3/4 Oval Metal Plate	1310	500/box	85.00
AccuSeam® Plates 2-3/8"	1867	1,000/box	180.00
AccuTrac® Plates 3"	1866	1,000/box	180.00

SNOW D

(Add .50 for gray, tan or dark gray)

Description	Item #	Price Each
White w/ White Skirt	1240	30.85
Tan w/ Tan Skirt	1240B	31.45
Tan w/ Terra Cotta Skirt	1240TC	33.95
Gray w/ Gray Skirt	1240G	31.45
Dark Gray w/ Dark Gray Skirt	1240GD	31.45

CONDUIT/ESCUTCHEON WASHERS

(White, tan and gray)

Description	Item #	Price Each
1/2"	1338	2.60
3/4"	1337	2.60
1"	1336	2.60

ROOF TRAK® III WALKWAY PADS

Description	Item #	Price Each
30" X 60" White	1080	22.15
60" X 60" White	1082	39.95
30" X 60" Tan	1081	22.15
60" X 60" Tan	1083	39.95
30" X 60" Gray	11107	22.15
60" X 60" Gray	11108	39.95
30" X 60" Safety	1086	22.65
60" X 60" Safety	1087	41.55

NOTE: The above walkway pads come with a 4" white skirt on two sides with the 60" dimension.

Description	Item #	Price Each
30" X 60" Safety Skirt 4 Sides	1355	30.75
30" X 60" White Skirt 4 Sides	1356	30.75

TERMINATION DETAILS**VINYL TERMINATION BAR**

(10' lengths)

Description	Item #	Price/Ft
White	1225	0.55
Tan	1225B	0.65
Gray	1225G	0.65

ALUMINUM TERMINATION BAR

(10' lengths)

Description	Item #	Price/Ft
Aluminum Term Bar TB-50	1962	0.60
Aluminum Term Bar TB-75	1963	0.70

VINYL FASCIA BAR & VINYL COVERS

(10' lengths)

Description	Item #	Price/Ft
1 $\frac{3}{4}$ " Fascia Bar	1568	0.99
1 $\frac{3}{4}$ " White Vinyl Cover	1569	0.49
1 $\frac{3}{4}$ " Tan Vinyl Cover	1569B	0.49
1 $\frac{3}{4}$ " Gray Vinyl Cover	1574	0.49
1 $\frac{3}{4}$ " Additional White Joint Clips	1570	0.49
1 $\frac{3}{4}$ " Additional Tan Joint Clips	1570B	0.49
1 $\frac{3}{4}$ " Additional Gray Joint Clips	1575	0.49
4" Fascia Bar	1571	1.99
4" White Vinyl Cover	1572	1.99
4" Tan Vinyl Cover	1572B	2.49
4" Gray Vinyl Cover	1578	2.49
4" Additional White Joint Clips	1573	1.99
4" Additional Tan Joint Clips	1573B	1.99
4" Additional Gray Joint Clips	1579	1.99

NOTES:

- Fascia Bar metal covers are located in the Exceptional® Metals price list.
- One clip per 10' of cover is included with cover.

VINYL DRIP EDGE

(10' lengths with 6" skirt)

Description	Item #	Price/Ft
2" Face White/White Skirt	1220	3.25
2" Face Tan/Tan Skirt	1220B	3.85
2" Face Gray/Gray Skirt	1220G	3.85
2" Additional Clip White	1228	1.65
2" Additional Clip Tan	1228B	1.65
2" Additional Clip Gray	1228G	1.65
4" Face White/White Skirt	1583	3.85
4" Face Tan/Tan Skirt	1583B	4.35
4" Face Gray/Gray Skirt	1583G	4.35
4" Additional Clip White	1584	1.65
4" Additional Clip Tan	1584B	1.65
4" Additional Clip Gray	1584G	1.65

NOTES:

- One clip per 10' of drip edge is included.
- Edging and skirt colors are interchangeable, but are not a stock item.

VINYL DRIP EDGE

Description	Item #	Price/Ft
2" Face White w/ White Skirt	1558	9.30
2" Face Tan w/ Tan Skirt	1558B	11.45
2" Face Gray w/ Gray Skirt	1558G	11.45
4" Face White w/ White Skirt	1585	11.45
4" Face Tan W/ Tan Skirt	1585B	13.65
4" Face Gray W/ Gray Skirt	1585G	13.65

NOTES:

- Edging and skirt colors are interchangeable, but are not a stock item.

VINYL GRAVEL STOP

(10' lengths with 6" skirt)

Description	Item #	Price/Ft
2" Face White/White Skirt	1226	3.35
2" Face Tan/Tan Skirt	1226B	3.95
2" Face Gray/Gray Skirt	1226G	3.95
2" Additional Clip White	1613	1.15
2" Additional Clip Tan	1613B	1.65
2" Additional Clip Gray	1613G	1.65
4" Face White/White Skirt	1587	3.95
4" Face Tan/Tan Skirt	1587B	4.50
4" Face Gray/Gray Skirt	1587G	4.50
4" Additional Clip White	1588	1.65
4" Additional Clip Tan	1588B	1.65
4" Additional Clip Gray	1588G	1.65

NOTES:

- Edging and skirt colors are interchangeable, but are not a stock item.
- One clip per 10' of gravel stop is included.
- Metal gravel stop covers are located in the Exceptional Metals price list.

VINYL GRAVEL STOP OUTSIDE CORNERS

Description	Item #	Price/Ft
2" Face White w/ White Skirt	1614	9.55
2" Face Tan w/ Tan Skirt	1614B	11.75
2" Face Gray w/ Gray Skirt	1614G	11.75
4" Face White w/ White Skirt	1589	11.25
4" Face Tan W/ Tan Skirt	1589B	13.45
4" Face Gray W/ Gray Skirt	1589G	13.45

NOTES:

- Edging and skirt colors are interchangeable, but are not a stock item.
- Metal gravel stop covers are located in the Exceptional Metals price list.

CAULK AND ADHESIVES

CAULK

Description	Item #	Quantity/Case	Price/Each
Duro-Caulk® Plus White	1136	30/case or single	5.25
Duro-Caulk® Plus Tan	1137	30/case or single	5.25
Duro-Caulk® Plus Gray	1134	30/case or single	5.25
Duro-Caulk® Plus Bronze	1135	30/case or single	5.25
Duro-Caulk Advanced White	11480	30/case or single	5.25

NOTE: Duro-Caulk Plus is a silicone-based sealant, while Duro-Caulk Advanced is a polyether-based sealant allowing it to be painted.

SEALANTS

Description	Item #	Quantity	Price/Each
Pitch Pocket Filler	1122	30/case or single	5.45
Sure Bond 240 Mastic	1123	5G Pail	144.60
Duro-Mastic® Strip Mastic	1129	350' mastic	79.35
Tab Sealer 4725 (5G Pail)	1119T	5G Pail	124.99

NON-FLEECE MEMBRANE ADHESIVES

Description	Item #	Quantity	Price/Each
Water Base Adhesive	1111	5G	143.49
Duro-Last Solvent-Grip Spray Adhesive	11020	40 lb Canister (400 sq. ft. ²)	187.99
Duro-Last Solvent-Grip Cleaner	11021	15 lb. Canister	90.49
Duro-Last Solvent-Grip Gun and Wand (Re-Usable)	11023	Each	168.99
Duro-Last Solvent-Grip 12' Hose	11025	Each	41.99
Duro-Last Solvent-Grip 18' Hose	11024	Each	53.49
Duro-Last Solvent-Grip Replacement Spray Tip	11027	Each	15.00
Solvent Base IV Adhesive	1112-010	5G	165.99

NOTE: Coverage rates for all adhesives are available on www.duro-last.com.

LOW RISE INSULATION ONLY ADHESIVES

Drop-Ship Only

Description	Item #	Quantity	Price/Each
Duro-Grip® Board-Max	11035	Set	682.49
Duro-Grip® Board-Max 17G Refillable Tank	11037	Set	1,544.49
Duro-Grip® Board-Max Mini Tank (900 sq. ft.)	4215	Set	412.49
OMG Insulation Adhesive Bag-in-Box	1108	10G Set	460.99
OMG Insulation Adhesive 15G Drums (includes 25' hose, 3 extension tubes, 6 tips and gun assembly)	1108-056	15G Drums	842.49
OMG OlyBond SpotShot Insulation Adhesive	1104	4/case	198.49
OMG OlyBond SpotShot Insulation Adhesive Winter	1104W	4/case	198.49
TRUFast Low-Rise Insulation Adhesive Cartridge	11036	4/case	106.99
Millennium One Step	1105	4/case	146.99
Millennium PG-1 Pump Set	1130		466.99
InstaStik	1117-001		257.99
InstaStik Wand Kit	1117-002		38.99

DURO-FLEECE MEMBRANE ADHESIVES

Drop-Ship Only

Description	Item #	Quantity	Price/Each
Duro-Grip® CR-20	4109	Set	601.49
Duro-Grip® CR-20 17G Refillable Tank	11038	Set Plus Deposit Below	1,927.99
Duro-Grip® CR-20 17G Refillable Tank Deposit	11048	Deposit per each set	320.00
Duro-Grip® CR-20 Mini Tank (600 sq.ft.)	4109-001	Set	279.49
Water Base Adhesive*	1111	5G	143.49
Adhesives Below Approved for Both Membrane and Insulation Attachment			
TRUFast Roofing Adhesive Tanks (Part A & Part B) Hose & Gun Included	11049	Set	601.49
TRUFast Roofing Adhesive 15G Tanks (Part A & Part B) Cart Dispensed	11054	Set	806.00
OMG Fleece Adhesive Cartridge	1106	4/case	189.99
OMG Fleece Adhesive Bag-in-Box Set	1107	10G Set	461.99

NOTES:

- *In stock, not a drop-ship item.

ADHESIVE ACCESSORIES

Drop-Ship Only

Description	Item #	Price/Each
Duro-Grip Hose Kit	1109-001	126.99
Duro-Grip Nozzles (10/bag)	1109-002	36.99
Duro-Grip CR-20 Colorwise Fan Tip Nozzle 8/bag	11050	20.99
Duro-Grip CR-20 Colorwise Fan Tip Nozzle 25/bag	11051	42.99
Duro-Grip CR-20 17G Refillable Tank Gun & 100' Hose Applicator	11039	168.49
Duro-Grip CR-20 17G Refillable Tank Regulator Assembly w/ Hoses	11040	588.49
Duro-Grip CR-20 17G Refillable Tank Calibration Nozzles 6/Pack	11044	19.99
Duro-Grip CR-20 17G Refillable Tank Calibration Nozzles 25/Pack	11045	48.99
Duro-Grip CR-20 17G Refillable Tank Colorwise Mixing Nozzles 10/Pack	11041	36.99
Duro-Grip CR-20 17G Refillable Tank Colorwise Mixing Nozzles 25/Pack	11042	77.99
Duro-Grip CR-20 17G Refillable Tank Small Gram Scale	11047	93.99
Duro-Grip CR-20 17G Refillable Tank PSI "PolySolv" Aerosol Cleaner	11046	257.99
Duro-Grip CR-20 17G Refillable Tank Cart Transporter	11048-001	2,450.00
TRUFast Roofing Adhesive Hose and Gun	11052	126.99
TRUFast Roofing Adhesive Mixing Tip Pack	11053	21.99
OMG Pace Cart 3	1099-003	7,602.49
OMG Hand Applicator	1096	151.49
OMG Stand-Up Applicator	1097	315.49
OMG Power Applicator	1098	858.60

DURO-LAST LIQUID-APPLIED FLASHING

Description	Item #	Quantity	Price/Each
DL Liquid-Applied Detailer	22005	4.4 lb pail	141.49
DL Liquid-Applied Field Resin	22002	55 lb pail	298.99
DL Liquid-Applied Field Resin Winter	22002W	55 lb pail	298.99
DL Liquid-Applied Primer	22001	22 lb pail	278.49
DL Liquid-Applied Catalyst	22003	3.53 oz pack	10.99
DL Liquid-Applied Flashing Fleece	22004	13.8" x 164'	99.99

NOTES:

- Stocked in Michigan only.

ROOF CLEANERS

ROOF CLEANERS

Description	Item #	Quantity	Price/Each
Wash Safe Roof Wash--For Biological Growth Only	701455	40lb pail	172.40

ROOF COATINGS

DURO-SHIELD™ ACRYLIC ROOF COATINGS

Seasonal Shipping--Cannot ship in temperatures under 50° F.

Description	Item #	Quantity	Price/Each
DS 10 Acrylic Roof Coating (80 sq. ft. / GA)	4021	1G	24.00
DS 10 Acrylic Roof Coating (80 sq. ft. / GA)	4022	5G	120.00
DS 10 Acrylic Roof Coating (80 sq. ft. / GA)	4023	55G	1,320.00
DS 10 Acrylic Roof Coating (80 sq. ft. / GA)	4024	250G	6,000.00
DS Acrylic Roof Primer	4100	1G	48.00
DS Acrylic Roof Primer	4150	5G	240.00
DS Acrylic Roof Primer	4151	55G	2,640.00
DS Acrylic Roof Primer	4152	250G	12,000.00
DS Acrylic Brush-Grade Mastic	4200	1G	38.50
DS Acrylic Brush-Grade Mastic	4250	5G	192.50
DS Seam Sealing Polyester Fabric	41230	4" x100'	8.50

DURO-SHIELD™ SILICONE

Meeting Date: 08/10/2021 Item #4.

Description	Item #	Quantity	Price/Each
DS Silicone White Roof Coating (100 sq. ft. / GA)	4194	1G	42.00
DS White Roof Coating (100 sq. ft. / GA)	4195	5G	210.00
DS Silicone White Roof Coating (100 sq. ft. / GA)	4196	55G	2,310.00
DS Silicone Tan Roof Coating (100 sq. ft. / GA)	4195B	5G	210.00
DS Silicone Tan Roof Coating (100 sq. ft. / GA)	4196B	55G	2,310.00
DS Silicone Gray Roof Coating (100 sq. ft. / GA)	4195G	5G	210.00
DS Silicone Gray Roof Coating (100 sq. ft. / GA)	4196G	55G	2,310.00
DS Silicone Roof Primer: TPO	4197	1G	50.00
DS Silicone Roof Primer: TPO	4198	5G	250.00
DS Silicone Roof Primer: Universal 2-Part Epoxy	4252	5G	140.00
DS Silicone Brush-Grade Sealant	4253	1G	50.00
DS Silicone Brush-Grade Sealant	4254	3.5G	175.00
DS Silicone Brush-Grade Sealant	4255	10 oz.	4.99

DURO-SHIELD™ ACCESSORIES

Description	Item #	Price/Each
9" Paint Roller 1" Nap	4160	5.23
9" Roller Frame	4162	3.89
18" Paint Roller 1" Nap	4161	17.41
18" Roller Frame	4164	26.77
4" Paint Brush	4171	5.99
18" Straight Squeegee	4180	21.45

UNDERLAYMENTS AND VAPOR BARRIERS

DURO-GUARD

Meeting Date: 08/10/2021 Item #4.

UNDERLAYMENT

Description	Item #	Roll Size	Price/Each
Duro-Weave Slip-Sheet CLR	1292-155	10' x 360'	192.25
Duro-Blue® Slip-Sheet	1292-050	20' x 100'	90.35
Duro-Blue Slip-Sheet	1292-100	20' x 360'	302.55
Atlas FR-10 Slip-Sheet	1290	48" x 250'	205.00
GAF Solo Fire Retardant Slip-Sheet	1290002	6' x 166.67'	378.20
Geotextile	1298	15' x 360'	450.00
Ballast Mat	1293	12' x 100'	193.35
Drainage Mat	1533	4' x 100'	420.99

DURO-GUARD® XPS & EPS

Description	Item #	Sheet Size	Price/Each
Duro-Guard XPS Crush Fold	1295	48" x 50' x 3/8"	42.99
Duro-Guard EPS Fan Fold	38142	48" x 50' x 1/2"	39.99

DURO-LAST VAPOR BARRIER PRODUCTS

Description	Item #	Size	Price/Each
Duro-Last Vapor Barrier	1344	45" x 133'	252.15
Sopramastic	1346	10.5 oz cartridge 20/case	9.80
Duro-Last VB Primer	1345	5G Pail	161.99
Duro-Last Torch-Down Vapor Barrier	1347	39.4" x 49.2'	78.80
Duro-Last TDVB Primer	1348	5G Pail	115.55

DURO-LIGHT™ SKYLIGHT SERIES

Delivered direct to you from the manufacturer. Manufacturing lead times and ship dates are subject to the skylight manufacturer.

Manufacturing lead times and ship dates are subject to the skylight manufacturer.

For pricing and availability email iestimating@duro-last.com or contact the Insulation Team at 1-800-248-0280.

HATCHES

Drop-Ship Only; Contact the Insulation Team for pricing.

Description	Item #	Size	Price/Each
Bilco Hatch S-20 (Steel) S Series	701800	3' x 2'6"	call for price
Bilco Hatch S-50 (Aluminum) S Series	701801	3' x 2'6"	call for price
Bilco Hatch S-50TB	701803	3' x 2'6"	call for price

ISO

Duro-Guard ISO II—limited stock in Duro-Last plants
Duro-Guard ISO III CG
Duro-Guard ISO HD
Duro-Guard ISO HD Composite
Duro-Guard ISO Flat – HP
Duro-Guard ISO NB
Duro-Guard ISO Foil

EPS

Duro-Guard EPS Type I
Duro-Guard EPS Type II
Duro-Guard EPS Type VIII
Duro-Guard EPS Type IX
Duro-Guard EPS Fan Fold
Duro-Guard EPS Fiberglass Facer
Duro-Guard EPS Nail Base
Duro-Guard HD ISO + EPS
Duro-Guard EPS Type I, II, and VIII Flute Filler
Duro-Guard EPS Flute Fill Combo

DensDeck®

DensDeck® Roof Board
DensDeck® Prime Roof Board

SECUROCK®

Gypsum-Fiber Roof Board
Glass Mat Roof Board

DEXcell®

DEXcell® Glass Mat
DEXcell® FA Glass Mat
DEXcell® Cement Roof Board

Everboard

Everboard Paper-Face
Everboard Fiberglass

NOTES:

- To Quote or Order Insulation, please contact the Insulation Team at 1.800.248.0280.
- For complete technical information, product data sheets, code compliances and approvals visit www.duro-last.com/insulation.
- Delivered direct to you from the manufacturer.
- All orders will be rounded up to a full pallet.

ADDITIONAL ROOF COMPONENTS

VINYL RIB SYSTEM

Minimum 5,000 lineal feet order, with a 5 week lead time

Description	Item #	Price/Lineal Ft
Duro-Last White	1895	2.49
Duro-Last Gray	1896	2.49
Duro-Last Tan	1897	2.49
Duro-Last Dark Gray	1899	2.49
Duro-Last Terra Cotta	1894	2.49
Duro-Tuff Light Tan	1887	2.49
Duro-Tuff Patina	1889	2.49
Duro-Tuff Green	1890	2.49
Duro-Tuff Blue	1891	2.49
Duro-Tuff Light Gray	1892	2.49
Duro-Tuff Charcoal	1893	2.49

KNUCKLEHEAD PIPE STANDS

Description	Item #	Price/Each
KnuckleHead Roof Protection Pad	21368	6.99
KnuckleHead Lite Pipe Support w/ Cap	21369	12.99
KnuckleHead Heavy Pipe Support w/ Strap	21370	14.99
KnuckleHead Strut Support	21371	11.49
KnuckleHead Base 9" Extension Assembly	21372	8.99
KnuckleHead Base 18" Extension Assembly	21373	11.99

DURO-LAST PROTERM™ WALL TERMINATION

Stocked in Michigan Only

Description	Item #	Price/Each
ProTerm™ 7.2 Panel 3' Section	124011	18.00
ProTerm™ Classic Rib Panel 3' Section	124022	18.00
ProTerm™ PBR Panel 3' Section	124033	18.00

DURO-LAST ROOF PAVERS

Stocked in Michigan Only; 50 pavers per pallet

Description	Item #	Price/Each
Duro-Last Roof Paver 2' x 2' Light Gray	12011	31.95
Duro-Last Roof Paver 2' x 2' Tan	12012	31.95
Duro-Last Roof Paver 2' x 2' Terra Cotta	12013	31.95

LADDERA

Meeting Date: 08/10/2021 Item #4.

Description	Item #	Price/Each
White w/ 4 Butterfly Corners	1219W	444.60
Tan w/ 4 Butterfly Corners	1219B	444.60
Gray w/ 4 Butterfly Corners	1219G	444.60
Dark Gray w/ 4 Butterfly Corners	1219DG	444.60
White EV w/ 4 Butterfly Corners	1219EV	444.60
White w/ 4 Butterfly Corners & Gutter Ext	2219W	598.00
Tan w/ 4 Butterfly Corners & Gutter Ext	2219B	598.00
Gray w/ 4 Butterfly Corners & Gutter Ext	2219G	598.00
Dark Gray w/ 4 Butterfly Corners & Gutter Ext	2219DG	598.00
White EV w/ 4 Butterfly Corners & Gutter Ext	2219EV	598.00

DURO-LAST SAFE STUFF PPE TO GO

Description	Item #	Price/Each
Duro-Last Hand Sanitizer 1 Gallon (includes 1 empty 2 oz. spray bottle and 1 empty 4 oz. spray bottle)	20240	28.00
Duro-Last Hand Sanitizer 4-1 Gallon Box (includes 4 empty 2 oz. spray bottles and 4 empty 4 oz. spray bottles)	20244	112.00
Duro-Last 2 oz. Empty Spray Bottle	20246	1.00
Duro-Last 4 oz. Empty Spray Bottle	20248	1.20
Duro-Last Sanitizing Wipes 2 Gallon 75- 8" x 18" wipes	20249	40.00
Duro-Last Sanitizing Wipes 5 Gallon 75- 12" x 24" wipes	20250	75.00
Duro-Last Caution Tape 1,000 ft. roll 4 mil thick	20280	34.99

DURO-LAST EDGE METAL AND ACCESSORIES

Meeting Date: 08/10/2021 Item #4.

UNIVERSAL 2-PIECE COMPRESSION METAL

NOTE: All pricing listed for 2-Piece Compression Metal cover is based on 24-gauge Galvalume® with Kynar 500® standard finish and a 24-gauge base.

3" UNIVERSAL 2-PIECE SNAP-ON COMPRESSION METAL

Description	Item #	Price/Each
3" Base Galvalume Plus	2597	1.45 ft
3" Cover	2598	2.15 ft
3" O.S. Corner	2298	17.90 ea
3" I.S. Corner	2299	17.90 ea

4" UNIVERSAL 2-PIECE SNAP-ON COMPRESSION METAL

Description	Item #	Price/Each
4" Base Galvalume Plus	2600B	1.70 ft
4" Cover	2600T	2.35 ft
4" O.S. Corner	2301	18.50 ea
4" I.S. Corner	2300	18.50 ea

5" UNIVERSAL 2-PIECE SNAP-ON COMPRESSION METAL

Description	Item #	Price/Each
5" Base Galvalume Plus	2601B	1.75 ft
5" Cover	2601T	2.50 ft
5" O.S. Corner	2307	19.10 ea
5" I.S. Corner	2297	19.10 ea

6" UNIVERSAL 2-PIECE SNAP-ON COMPRESSION METAL

Description	Item #	Price/Each
6" Base Galvalume Plus	2602B	1.90 ft
6" Cover	2602T	2.70 ft
6" O.S. Corner	2303	19.80 ea
6" I.S. Corner	2302	19.80 ea

7" UNIVERSAL 2-PIECE SNAP-ON COMPRESSION METAL

Description	Item #	Price/Each
7" Base Galvalume Plus	2603B	2.10 ft
7" Cover	2603T	2.90 ft
7" O.S. Corner	2304	20.35 ea
7" I.S. Corner	2304-001	20.35 ea

8" UNIVERSAL 2-PIECE SNAP-ON COMPRESSION METAL

Description	Item #	Price/Each
8" Base Galvalume Plus	2604B	2.25 ft
8" Cover	2604T	3.10 ft
8" O.S. Corner	2305	21.00 ea
8" I.S. Corner	2306	21.00 ea

9" 2-PIECE SNAP-ON COMPRESSION LG

.040 Aluminum Only

Description	Item #	Price/Each
9" Base Galvalume Plus	2716-050	3.30 ft
9" Cover	2605-070	4.65 ft
9" O.S. Corner	2604-101	28.30 ea
9" I.S. Corner	2604-105	28.30 ea

10" 2-PIECE SNAP-ON COMPRESSION LG

.040 Aluminum Only

Description	Item #	Price/Each
10" Base Galvalume Plus	2716-060	3.45 ft
10" Cover	2605-072	4.65 ft
10" O.S. Corner	2604-120	28.90 ea
10" I.S. Corner	2604-122	28.90 ea

11" 2-PIECE SNAP-ON COMPRESSION LG

.040 Aluminum Only

Description	Item #	Price/Each
11" Base Galvalume Plus	2716-070	3.65 ft
11" Cover	2605-075	5.35 ft
11" O.S. Corner	2604-130	29.50 ea
11" I.S. Corner	2604-132	29.50 ea

12" 2-PIECE SNAP-ON COMPRESSION LG

.040 Aluminum Only

Description	Item #	Price/Each
12" Base Galvalume Plus	2716-080	3.85 ft
12" Cover	2605-077	5.65 ft
12" O.S. Corner	2604-140	30.15 ea
12" I.S. Corner	2604-142	30.15 ea

13" 2-PIECE SNAP-ON COMPRESSION LG

.040 Aluminum Only

Description	Item #	Price/Each
13" Base Galvalume Plus	2716-090	4.00 ft
13" Cover	2605-079	5.95 ft
13" O.S. Corner	2604-150	30.75 ea
13" Cover I.S. Corner	2604-152	30.75 ea

FASCIA BASE AND COVER

STEEL FASCIA BASE

Description	Item #	Price/Ft.
3" Face*	2597-300	1.45
4" Face*	2600B-400	1.55
5" Face*	2601B-500	1.70
6" Face*	2602B-600	1.80
7" Face*	2603B-700	1.90
8" Face*	2604B-800	2.05

NOTE: *Used with corresponding 2-PC Snap-On Compression Cover.

1 3/4" KYNAR STEEL FASCIA COVER

(Snaps on Duro-Last 1 3/4" vinyl fascia bar)

Description	Item #	Price/Ft.
1 3/4" Face	2537	1.70
1 3/4" Face O.S. Corner	2515	15.75 ea
1 3/4" Face I.S. Corner	2517	15.75 ea

4" KYNAR STEEL FASCIA COVER

(Snaps on Duro-Last 4" vinyl fascia bar)

Description	Item #	Price/Ft.
4" Face	2543	2.10
4" Face O.S. Corner	2545	17.65 ea
4" Face I.S. Corner	2547	17.65 ea

GRAVEL STOP COVER

2" KYNAR STEEL GRAVEL STOP COVER

(Snaps on Duro-Last 2" vinyl gravel stop)

Description	Item #	Price/Ft.
2" Steel Face	2525-001	2.05
2" Steel Face O.S. Corner	2527	17.30 ea
2" Steel Face I.S. Corner	2529	17.30 ea

4" KYNAR STEEL GRAVEL STOP COVER

(Snaps on Duro-Last 4" gravel stop)

Description	Item #	Price/Ft.
4" Face	2554	2.45
4" Face O.S. Corner	2555	19.10 ea
4" Face I.S. Corner	2556	19.10 ea

ALL-TERM™

NOTES:

- All pricing listed for All-Term is based on a 22-gauge Galvalume® base with a 24-gauge Kynar 500® standard finish cover.
- *All-Term corners include both base and cover.

4" ALL-TERM

Description	Item #	Price/Each
4" Base Galvalume Plus	36100	2.25 ft
4" Cover	36122	2.40ft
4" O.S. Corner	36122-1	37.80 ea
4" I.S. Corner	36122-2	37.80 ea

5" ALL-TERM

Description	Item #	Price/Each
5" Base Galvalume Plus	36102	2.45 ft
5" Cover	36123	2.60 ft
5" O.S. Corner	36123-1	39.55 ea
5" I.S. Corner	36123-2	39.55 ea

6" ALL-TERM

Description	Item #	Price/Each
6" Base Galvalume Plus	36104	2.65 ft
6" Cover	36124	2.75 ft
6" O.S. Corner	36124-1	41.30 ea
6" I.S. Corner	36124-2	41.30 ea

7" ALL-TERM

Description	Item #	Price/Each
7" Base Galvalume Plus	36106	2.80 ft
7" Cover	36125	2.95 ft
7" O.S. Corner	36125-1	44.35 ea
7" I.S. Corner	36125-2	44.35 ea

8" ALL-TERM

Description	Item #	Price/Each
8" Base Galvalume Plus	36108	3.00 ft
8" Cover	36126	3.20 ft
8" O.S. Corner	36126-1	44.75 ea
8" I.S. Corner	36126-2	44.75 ea

9" ALL-TERM

.040 Aluminum Only

Description	Item #	Price/Each
9" Base Galvalume Plus	36110	3.25 ft
9" Cover	36127	4.85 ft
9" O.S. Corner	36127-1	51.55 ea
9" I.S. Corner	36127-2	51.55 ea

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10" ALL-TERM
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Description	Item #	Price/Each
10" Base Galvalume Plus	36112	3.45 ft
10" Cover	36128	5.05 ft
10" O.S. Corner	36128-1	53.65 ea
10" I.S. Corner	36128-2	53.65 ea

11" ALL-TERM

.040 Aluminum Only

Description	Item #	Price/Each
11" Base Galvalume Plus	36114	3.65 ft
11" Cover	36129	5.30 ft
11" O.S. Corner	36129-1	55.75 ea
11" I.S. Corner	36129-2	55.75 ea

12" ALL-TERM

.040 Aluminum Only

Description	Item #	Price/Each
12" Base Galvalume Plus	36116	3.90 ft
12" Cover	36130	5.45 ft
12" O.S. Corner	36130-1	57.85 ea
12" I.S. Corner	36130-2	57.85 ea

13" ALL-TERM

.040 Aluminum Only

Description	Item #	Price/Each
13" Base Galvalume Plus	36118	4.10 ft
13" Cover	36131	5.65 ft
13" O.S. Corner	36131-1	59.90 ea
13" I.S. Corner	36131-2	59.90 ea

VINYL-COATED DRIP EDGE

Description	Item #	Price/Ft.
2" Face With Skirt*	2529-302	4.90
3" Face With Skirt*	2529-003	5.30
4" Face With Skirt (Need Cleat)*	2529-204	5.60
5" Face With Skirt (Need Cleat)*	2529-006	5.85
6" Face With Skirt (Need Cleat)*	2529-107	6.15
7" Face With Skirt (Need Cleat)*	2529-307	6.45
8" Face With Skirt (Need Cleat)*	2529-308	6.80
3½" Cleat*	2742-001	1.15

NOTES:

- Available in white, tan, gray, and dark gray only.
- *Available in Duro-Last EV.

T-EDGE AND T-EDGE PLUS

T-EDGE

(Price includes hook strip)

Description	Item #	Price/Ft.
2" Face	2756-203	7.30
3" Face	2756-206	7.55
4" Face (Need Cleat)	2756-204	7.85
5" Face (Need Cleat)	2756-207	8.15
6" Face (Need Cleat)	2756-205	8.45
7" Face (Need Cleat)	2756-531	8.75
8" Face (Need Cleat)	2756-530	9.05
3½" Cleat	2742-001	1.15

T-EDGE CORNERS

Description	Item #	Price/Each
2" Face I.S. Corner	2756-302	55.15
2" Face O.S. Corner	2756-352	55.15
3" Face I.S. Corner	2756-303	56.30
3" Face O.S. Corner	2756-353	56.30
4" Face I.S. Corner	2756-304	57.50
4" Face O.S. Corner	2756-354	57.50
5" Face I.S. Corner	2756-305	58.70
5" Face O.S. Corner	2756-355	58.70
6" Face I.S. Corner	2756-306	59.90
6" Face O.S. Corner	2756-356	59.90
7" Face I.S. Corner	2756-526	61.10
7" Face O.S. Corner	2756-527	61.10
8" Face I.S. Corner	2756-528	62.30
8" Face O.S. Corner	2756-529	62.30

T-EDGE PLUS

(Price includes hook strip)

Description	Item #	Price/Ft.
2" Face	2756-402	8.55
3" Face	2756-403	8.80
4" Face (Need Cleat)	2756-404	9.05
5" Face (Need Cleat)	2756-405	9.30
6" Face (Need Cleat)	2756-406	9.55
7" Face (Need Cleat)	2756-554	9.75
8" Face (Need Cleat)	2756-555	10.00
3½" Cleat	2742-001	1.15
Hook Strip*	2756-220	4.80

NOTES:

- *Hook Strip available in white, tan, gray, and dark gray vinyl coated metal and membrane skirts.

T-EDGE PLUS CORNERS

(price includes hook strip)

Description	Item #	Price/Each
2" Face I.S. Corner	2756-421	62.45
2" Face O.S. Corner	2756-422	62.45
3" Face I.S. Corner	2756-431	63.50
3" Face O.S. Corner	2756-432	63.50
4" Face I.S. Corner	2756-441	64.55
4" Face O.S. Corner	2756-442	64.55
5" Face I.S. Corner	2756-451	65.60
5" Face O.S. Corner	2756-452	65.60
6" Face I.S. Corner	2756-461	66.65
6" Face O.S. Corner	2756-462	66.65

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7" Face I.S. Corner		
7" Face O.S. Corner	2756-552	67.70
8" Face I.S. Corner	2756-551	68.70
8" Face O.S. Corner	2756-550	68.70

MISCELLANEOUS EDGE DETAILS

EDGE EXTENDER

Description	Item #	Price/Ft.
3" Face	2530-003	1.85
4" Face (Need Cleat)	2530-004	2.00
5" Face (Need Cleat)	2530-005	2.15
6" Face (Need Cleat)	2530-006	2.35
7" Face (Need Cleat)	2530-007	2.50
8" Face (Need Cleat)	2530-008	2.70
3½" Cleat	2742-001	1.15

DURO-FLASH II

(10' lengths)

Description	Item #	Price/Ft.
12" White Skirt	2240	4.90
12" Tan Skirt	2241	5.50
12" Gray Skirt	2242	5.50
12" Dark Gray Skirt	2243	5.50
Duro-Flash II Custom	2244	*call EM for price

REGLET

(10' lengths)

Description	Item #	Price/Ft.
5" One-Piece Reglet	2756-135	2.45
5 ¾" Two-Piece Reglet	2756-136	5.45

COUNTER FLASHING

(10' lengths)

Description	Item #	Price/Ft.
5 ¼" Surface Mount Counter Flashing	2780-005	2.35

VINYL COATED METAL

Description	Item #	Price/Ft.
White 4' x 10' Sheet	1603	128.00
Tan 4' x 10' Sheet	1603B	128.00
Gray 4' x 10' Sheet	1603G	128.00
Dark Gray 4' x 10' Sheet	1603DG	128.00

NOTES:

- .023" thick (25 sheets per pallet).

DURO-EDGE

Description	Item #	Price/Ft.
Duro-Edge White	2245	6.40
Duro-Edge Tan	2246	7.00
Duro-Edge Gray	2247	7.00
Duro-Edge Dark Gray	2248	7.00
Duro-Edge Custom	2249	Call EM for pricing

PARAPET WALL VENTS AND ATR HUBS

Available in white, tan, gray, and dark gray.

Description	Item #	Price/Each
White Metal Parapet Wall Vent	2981	94.20
White ATR Hub 8"x8"x14"	2731	219.25
White ATR Hub 8"x8"x30"	2731-30	272.45

GUTTER SEAL

Description	Item #	Price/Each
Aluminum Gutter Seal 4 oz. tube	2745-901	5.25
White Gutter Seal 4 oz. tube	2745-902	5.25
Brown Gutter Seal 4 oz. tube	2745-903	5.25

**B DECK
Drop-Ship Only**

Description	Item #	Price/Each
B Deck 22 Ga. Primed 36" x 20.5'	701201	*Call for pricing
B Deck 20 Ga. Primed 36" x 20.5'	70120	*Call for pricing

METAL PIPE

Meeting Date: 08/10/2021 Item #4.

*For metal

Description	Item #	Price/Each
2" Charcoal Metal Pipe Boot	5600	15.49
4" Charcoal Metal Pipe Boot	5601	15.99
6" Charcoal Metal Pipe Boot	5602	16.49
8" Charcoal Metal Pipe Boot	5603	16.99
Custom Angled (22°) Charcoal Metal Pipe Boot	5604	*Call for pricing

NOTES:

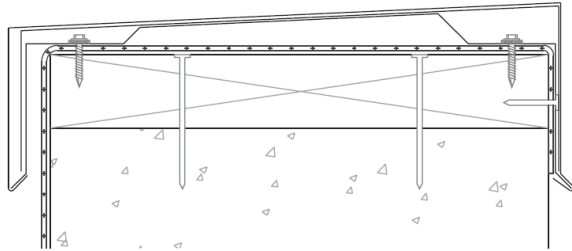
- Additional colors available upon request.
- 2-day lead time.

COPING

Estimated pricing listed below. For exact pricing please contact EXCEPTIONAL Metals.

SNAP COPING

A (Face) + **B** (Wall + 3/8") + **C** (Back Leg) = **D** (Stretch Out)
4" min 8" min 3" min



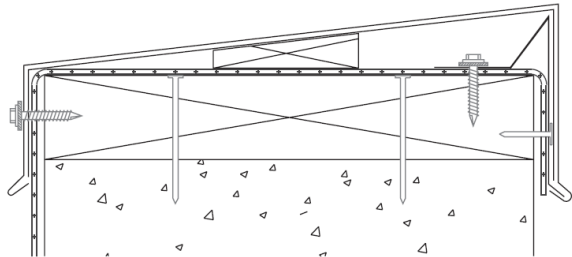
Description	Price/Ft.
D = 15" – 22"	13.18
D = 22" – 30"	15.92
D = Over 30"	Call EM for pricing

NOTES:

- Pricing includes coping, cleats, and splice plate.
- Pricing based on 24-gauge Galvalume with Kynar 500 standard finish.

CANTED COPING

A (Face) + **B** (Wall + 1/4") + **C** (Back Leg) = **D** (Stretch Out)



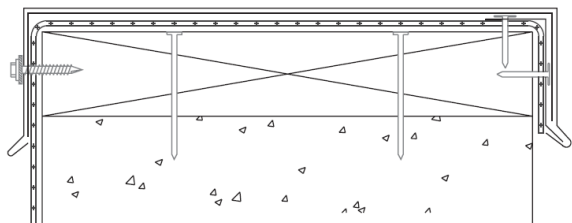
Description	Price/Ft.
D = 10" – 15"	7.58
D = 15" – 22"	9.11
D = 22" – 30"	10.89
D = Over 30"	Call EM for pricing

NOTES:

- Pricing includes coping, continuous cleat, and splice plate; and is based on a 4" face.
- Pricing based on 24-gauge Galvalume with Kynar 500 standard finish.

FLAT COPING

A (Face) + **B** (Wall + 1/4") + **C** (Back Leg) = **D** (Stretch Out)



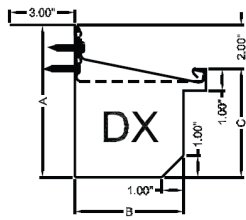
Description	Price/Ft.
D = 10" – 15"	7.33
D = 15" – 22"	8.87
D = 22" – 30"	10.62
D = Over 30"	Call EM for pricing

NOTES:

- Pricing includes coping, continuous cleat, and splice plate; and is based on a 4" face.
- Pricing based on 24-gauge Galvalume with Kynar 500 standard finish.

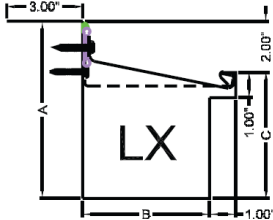
GUTTERS

DX-STYLE GUTTER



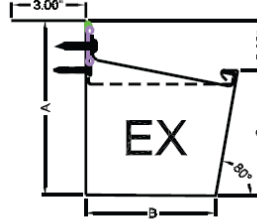
- DX-4** A=6" B=4" C=4"
- DX-5** A=7" B=5" C=5"
- DX-6** A=7" B=6" C=5"

LX-STYLE GUTTER



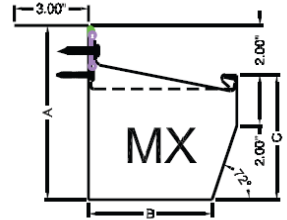
- LX-4** A=6" B=4" C=4"
- LX-5** A=7" B=5" C=5"
- LX-6** A=7" B=6" C=5"

EX-STYLE GUTTER



- EX-4** A=6" B=4" C=4"
- EX-5** A=7" B=5" C=5"
- EX-6** A=7" B=6" C=5"

MX-STYLE GUTTER



- MX-4** A=6" B=4" C=4"
- MX-5** A=7" B=5" C=5"
- MX-6** A=7" B=6" C=5"

Below pricing is for 24 Ga. Kynar, for additional pricing details please contact EXCEPTIONAL Metals.

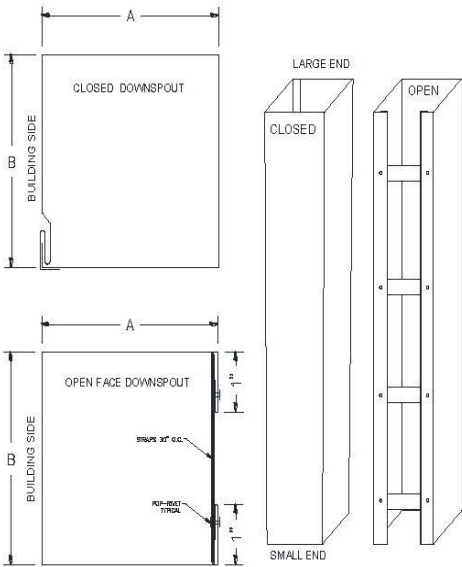
DX-4 STYLE GUTTER 2745-021 6.40 ft Recommended Accessories: DS-34 Outlets, Elbows and Downspouts, Gutter Sealant, Rivets, Term Bar	DX-5 STYLE GUTTER 2745-031 7.00 ft Recommended Accessories: DS-34 & DS-44 Outlets, Elbows & Downspouts, Gutter Sealant, Rivets, Term Bar	DX-6 STYLE GUTTER 2745-041 7.30 ft Recommended Accessories: DS-34, DS-44, DS-45 Outlets, Elbows & Downspouts, Gutter Sealant, Rivets, Term Bar																																																						
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LX-4 STYLE GUTTER 2745-051 6.40 ft Recommended Accessories: DS-34 Outlets, Elbows and Downspouts, Gutter Sealant, Rivets, Term Bar	LX-5 STYLE GUTTER 2745-061 7.00 ft Recommended Accessories: DS-34 & DS-44 Outlets, Elbows & Downspouts, Gutter Sealant, Rivets, Term Bar	LX-6 STYLE GUTTER 2745-071 7.30 ft Recommended Accessories: DS-34, DS-44, DS-45 Outlets, Elbows & Downspouts, Gutter Sealant, Rivets, Term Bar																																																						
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EX-4 STYLE GUTTER 2745-081 6.35 ft Recommended Accessories: DS-34 Outlets, Elbows & Downspouts, Gutter Sealant, Rivets, Term Bar	EX-5 STYLE GUTTER 2745-091 6.95 ft Recommended Accessories: DS-34 & DS-44 Outlets, Elbows & Downspouts, Gutter Sealant, Rivets, Term Bar	EX-6 STYLE GUTTER 2745-101 7.25 ft Recommended Accessories: DS-34, DS-44, DS-45 Outlets, Elbows & Downspouts, Gutter Sealant, Rivets, Term Bar																																																						
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MX-4 STYLE GUTTER 2745-111 6.35 ft Recommended Accessories: DS-34 Outlets, Elbows and Downspouts, Gutter Sealant, Rivets, Term Bar	MX-5 STYLE GUTTER 2745-121 6.95 ft Recommended Accessories: DS-34 & DS-44 Outlets, Elbows and Downspouts, Gutter Sealant, Rivets, Term Bar	MX-6 STYLE GUTTER 2745-131 7.25 ft Recommended Accessories: DS-34, DS-44, DS-45 Outlets, Elbows and Downspouts, Gutter Sealant, Rivets, Term Bar																																																						
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DOWNSPOUT



Open Downspouts

Description	Size	Item #	Price/L. Ft.
OFD-34	3"x4"	2754-034	11.00
OFD-44	4"x4"	2754-044	11.25
OFD-45	4"x5"	2754-045	11.34
OFD-66	6"x6"	2754-066	12.00

Closed Downspouts

Description	Size	Item #	Price/L. Ft.
DS-34	3"x4"	2750-010**	6.05
DS-44	4"x4"	2750-020**	6.40
DS-45	4"x5"	2750-030**	6.80
DS-55	5"x5"	2750-038**	7.15
DS-66	6"x6"	2750-061**	7.55

**Downspout prices are for 10-foot tapered sections

NOTE: 10' 0" of downspout strap is recommended for every 30' 0" of downspout.

Recommended Accessories

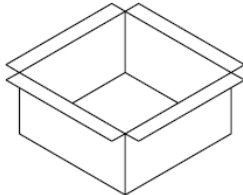
Downspout Straps, Rivets, Elbows, Outlets

Miscellaneous Accessories

Description	Item #	Unit of Measurement	Price/Each
Downspout Straps* (available in 10' lengths)	2753	Lineal Foot	1.25
Square to Round Downspout Adapters	2749-200	Each	71.10
Rivets* - 250 Per Bag	1400-005	Each	37.50

*Available in standard and custom colors

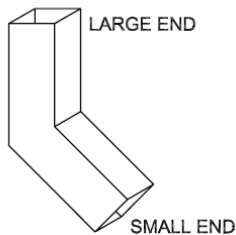
DROP/OUTLET



Drops will be required to attach gutters to downspouts.

Description	Size	Item #	Price/L. Ft.
DS-34	3"x4"	2749-010	13.85
DS-44	4"x4"	2749-020	14.00
DS-45	4"x5"	2749-030	14.20
DS-55	5"x5"	2749-055	14.40
DS-66	6"x6"	2749-050	14.55

45 DEGREE ELBOWS



Style "A" will direct water away from the building.

Style "B" will direct water beside the building.

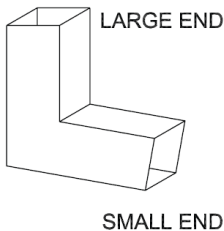
A-STYLE (45°)

Description	Size	Item #	Price/L. Ft.
DS-34	3"x4"	2752-010	36.95
DS-44	4"x4"	2752-020	37.50
DS-45	4"x5"	2752-030	38.00
DS-55	5"x5"	2752-034	38.95
DS-66	6"x6"	2752-050	39.15

B-STYLE (45°)

Description	Size	Item #	Price/L. Ft.
DS-34	3"x4"	2752-011	36.95
DS-44	4"x4"	2752-021	37.50
DS-45	4"x5"	2752-031	38.00
DS-55	5"x5"	2752-034	38.95
DS-66	6"x6"	2752-051	39.15

80 DEGREE ELBOWS



A-STYLE (80°)

Description	Size	Item #	Price/L. Ft.
DS-34	3"x4"	2752-012	36.95
DS-44	4"x4"	2752-022	37.50
DS-45	4"x5"	2752-032	38.00
DS-55	5"x5"	2752-036	38.95
DS-66	6"x6"	2752-052	39.15

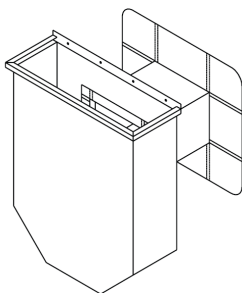
B-STYLE (80°)

Description	Size	Item #	Price/L. Ft.
DS-34	3"x4"	2752-013	36.95
DS-44	4"x4"	2752-023	37.50
DS-45	4"x5"	2752-033	38.00
DS-55	5"x5"	2752-036	38.95
DS-66	6"x6"	2752-053	39.15

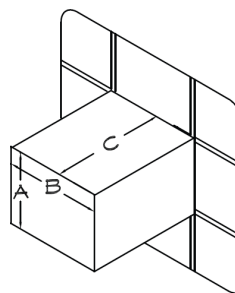
Closed face downspouts are available in tapered and non-tapered sections. Open face downspouts are available in non-tapered sections only. Downspouts are available in 10' 0" lengths. Contact sales for lengths longer than 10' 0".

COLLECTOR BOXES, SCUPPERS, AND PITCH PAN

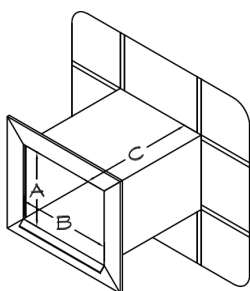
Single Skirted Scupper, Double Skirted Scupper, Scupper with Flange, and Vinyl-Coated Metal Pitch Pans are available in white, gray, tan, and dark gray.



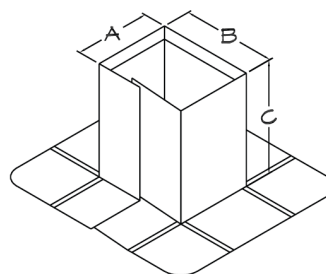
Item #2730
Vinyl-Backed Collector Box
 Call EXCEPTIONAL Metals for pricing.



Item #2701
Double Skirted Vinyl-Coated Metal Scupper
 (Also available, not shown)
Single Skirted Vinyl-Coated Metal Scupper



Item #2702
Single Skirted Vinyl-Coated Metal Scupper w/Flange
 *Metal Flange can be manufactured in both standard and custom colors.
 *Metal Flange can be manufactured with a 1", 2", 3" or 4" Flange.



Item #2765
Vinyl-Coated Metal Pitch Pan
 *Minimum height of 4" is required.

VINYL COATED METAL PITCH PANS ESTIMATING CHART

A \ B	4	6	8	10	12	14	16	18	20	22	24	26	28	30	32
4	58.68	60.38	62.08	63.78	65.48	67.18	68.89	70.59	72.29	74.01	75.70	77.40	79.10	80.80	82.50
6		62.08	63.78	65.48	67.18	68.89	70.59	72.29	74.01	75.70	77.40	79.10	80.80	82.50	84.21
8			65.48	67.18	68.89	70.59	72.29	74.01	75.70	77.40	79.10	80.80	82.50	84.21	85.91
10				68.89	70.59	72.29	74.01	75.70	77.40	79.10	80.80	82.50	84.21	85.91	87.61
12					72.29	74.01	75.70	77.40	79.10	80.80	82.50	84.21	85.91	87.61	89.31
14						75.70	77.40	79.10	80.80	82.50	84.21	85.91	87.61	89.31	91.02
16							79.10	80.80	82.50	84.21	85.91	87.61	89.31	91.02	92.72
18								82.50	84.21	85.91	87.61	89.31	91.02	92.72	94.42
20									85.91	87.61	89.31	91.02	92.72	94.42	96.12
22										89.31	91.02	92.72	94.42	96.12	97.83
24											92.72	94.42	96.12	97.83	99.53
26												96.12	97.83	99.53	101.23
28													99.53	101.23	127.03
30														127.03	128.73
32															130.43

*Prices figured at 8" high & with 6" skirt.
 *Minimum height of 4" is required.

VINYL COATED METAL SCUPPERS ESTIMATING CHART

Meeting Date: 08/10/2021 Item #4.

Skirt One Side

B \ A																
	4	6	8	10	12	14	16	18	20	22	24	26	28	30	32	
4	56.77	58.41	60.06	61.72	63.36	65.01	66.66	68.31	69.96	71.61	73.25	74.91	76.56	78.21	79.85	
6		60.06	61.72	63.36	65.01	66.66	68.31	69.96	71.61	73.25	74.91	76.56	78.21	79.85	81.51	
8			63.36	65.01	66.66	68.31	69.96	71.61	73.25	74.91	76.56	78.21	79.85	81.51	83.15	
10				66.66	68.31	69.96	71.61	73.25	74.91	76.56	78.21	79.85	81.51	83.15	84.80	
12					69.96	71.61	73.25	74.91	76.56	78.21	79.85	81.51	83.15	84.80	86.45	
14						73.25	74.91	76.56	78.21	79.85	81.51	83.15	84.80	86.45	88.10	
16							76.56	78.21	79.85	81.51	83.15	84.80	86.45	88.10	89.75	
18								79.85	81.51	83.15	84.80	86.45	88.10	89.75	91.40	
20									83.15	84.80	86.45	88.10	89.75	91.40	93.05	
22										86.45	88.10	89.75	91.40	93.05	94.70	
24											89.75	91.40	93.05	94.70	96.35	
26												93.05	94.70	96.35	98.00	
28													96.35	98.00	99.64	
30														99.64	101.30	
32															102.94	

*Prices figured at 10" through the wall & with 6" skirt.

VINYL COATED METAL SCUPPER WITH 2" METAL FLANGE ESTIMATING CHART

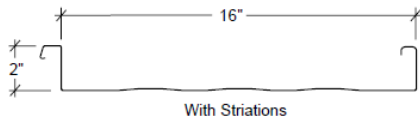
B \ A																
	4	6	8	10	12	14	16	18	20	22	24	26	28	30	32	
4	106.06	108.17	110.38	112.49	114.60	116.71	118.93	121.04	123.15	125.26	127.48	129.58	131.69	133.80	136.02	
6		110.49	112.70	114.90	117.12	119.44	121.65	123.86	126.08	128.40	130.61	132.82	135.03	137.35	139.56	
8			115.01	117.32	119.75	122.07	124.38	126.69	129.11	131.43	133.74	136.06	138.48	140.79	143.11	
10				119.85	122.27	124.69	127.10	129.63	132.04	134.46	136.87	139.41	141.82	144.24	146.66	
12					124.79	127.31	129.94	132.45	134.97	137.49	140.12	142.64	145.16	147.68	150.31	
14						130.04	132.66	135.28	137.90	140.64	143.25	145.88	148.50	151.23	153.85	
16							135.38	138.11	140.94	143.66	146.39	149.11	151.95	154.67	157.39	
18								141.05	143.87	146.70	149.52	152.46	155.28	158.11	160.94	
20									146.80	149.73	152.77	155.69	158.63	161.55	164.59	
22										152.87	155.90	158.93	161.96	165.11	168.14	
24											159.04	162.17	165.41	168.55	171.68	
26												165.51	168.75	171.99	175.23	
28													172.09	175.43	178.88	
30														178.98	182.43	
32															185.97	

*Prices figured at 10" through the wall & with 6" skirt.

EXCEPTIONAL METALS' METAL ROOF AND WALL PANELS

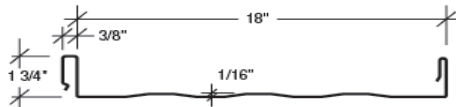
Call 1-800-248-0280 for pricing and color options on all metal roof and wall panels. Visit www.exceptionalmetals.com for additional details. Edge details for the Metal Roof and Wall Panels are not listed in this price list, for additional details please contact the EXCEPTIONAL Metals sales team.

EM BattenLok® HS



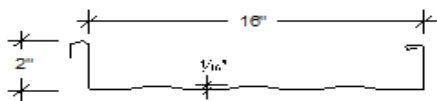
Applications: Roof
 Coverage Widths: 12" and 16"
 Minimum Slope: 1/2:12
 Gauges: 24 (standard); 22 (optional)

EM LokSeam®



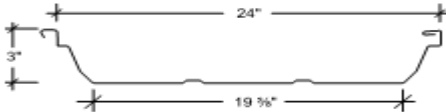
Applications: Roof
 Coverage Widths: 12", 16", and 18"
 Minimum Slope: 3:12
 Gauges: 24 (standard); 22 (12", 16", 18"), 26 (12") (optional)

EM SuperLok®



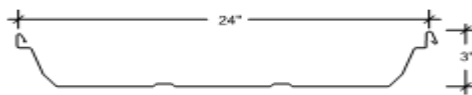
Applications: Roof
 Coverage Widths: 12" and 16"
 Minimum Slope: 1/2:12
 Gauges: 24 (standard); 22 and 26 (optional for 12")

EM Double-Lok®



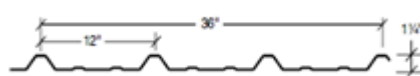
Applications: Roof
 Coverage Widths: 18", and 24"
 Minimum Slope: 1/4:12
 Gauges: 24 (standard); 22 (optional)

EM Ultra-Dek®



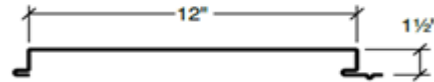
Applications: Roof
 Coverage Widths: 18", and 24"
 Minimum Slope: 1/4:12
 Gauges: 24 (standard); 22 and 26 (optional)

EM PBR



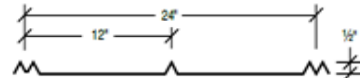
Applications: Roof and Wall
 Coverage Widths: 36"
 Rib Spacing: 12" on center
 Rib Height: 1-1/4"
 Minimum Slope: 1/2:12
 Gauges: 26 (standard); 29, 24, 22 (optional)

EM FW-120



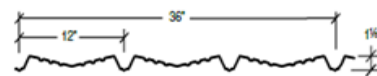
Applications: Wall and Fascia
 Coverage Widths: 12"
 Gauges: 24 (standard); 22 and 20 (optional)

EM 5V Crimp



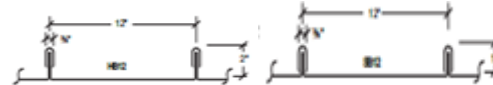
Applications: Roof
 Coverage Widths: 24"
 Rib Spacing: 12" on center
 Rib Height: 1/2"
 Minimum Slope: 3:12
 Gauges: 29 (standard); 26 (optional)

EM AVP Panel



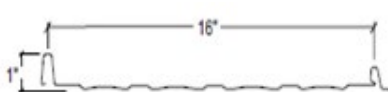
Applications: Wall
 Coverage Widths: 36"
 Rib Spacing: 12" on center
 Rib Height: 1 1/8"
 Gauges: 26 (standard); 22, 24, and 29 (optional)

EM Craftsman™ Series



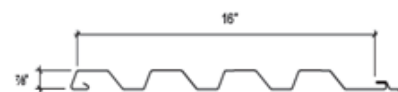
Applications: Roof and Fascia
 Coverage Widths: 12" and 16 1/2"
 Minimum Slope: 3:12
 Gauges: 24 (standard); 26 (optional for 12")

EM Slimline®



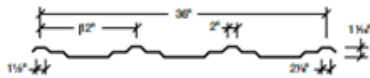
Applications: Roof
 Coverage Widths: 16"
 Rib Height: 1"
 Minimum Slope: 3:12
 Gauges: 29 (standard); 26 (optional)

EM MasterLine 16



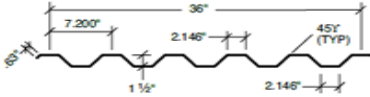
Applications: Wall
 Coverage Widths: 16"
 Gauges: 24 (standard); 22, 20, and 18 (optional)

EM Retro-R®



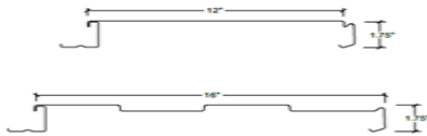
Applications: Roof and Wall
 Coverage Widths: 36"
 Rib Spacing: 12" on center
 Rib Height: 1 1/4"
 Minimum Slope: 1/2 :12
 Gauges: 29 (standard); 26 (optional)

EM 7.2 Panel



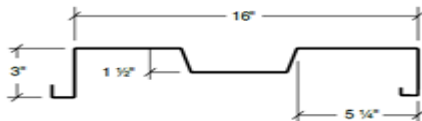
Applications: Roof and wall
 Coverage Widths: 36"
 Rib Spacing: 7.2" on center
 Rib Height: 1 1/2"
 Gauges: 24 (standard); 29, 26, and 22 (optional)

EM Designer™ Series



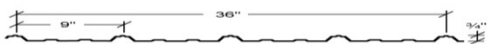
Applications: Wall
 Coverage Widths: 12" (flat panel); 16" (fluted panel)
 Gauges: 24 (standard); 22 (optional)

EM ShadowRib™



Applications: Wall
 Coverage Widths: 16"
 Gauges: 29 (standard); 22 (optional)

EM Stormproof®



Applications: Roof and Wall
 Coverage Widths: 36"
 Gauges: 29 (standard); 26 (optional)

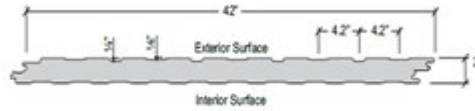
EM CFR Insulated Panel



Applications: Roof
 Coverage Widths: 42" (standard); 30", 36" (optional)
 Gauges: Exterior: 24, 22; Interior: 26, 24, 22

***Call 1-800-248-0280 for pricing on all Metal Roof and Wall Panels.**

EM CF Fluted Insulat



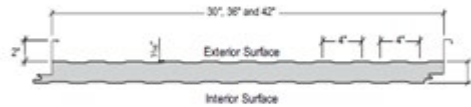
Applications: Wall
 Coverage Widths: 42"
 Gauges: Exterior: 26 (standard), 24, 22 (optional);
 Interior: 26 (standard), 24, 22 (optional)

EM Insulated 7.2 Panel



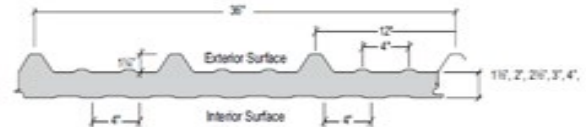
Applications: Wall
 Coverage Widths: 36"
 Gauges: Exterior: 26, 24, 22; Interior: 26, 24, 22

EM Insulated BattenLok®



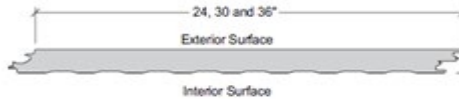
Applications: Roof
 Coverage Widths: 42" (standard); 30", 36" (optional)
 Gauges: Exterior: 24, 22; Interior: 26, 24, 22

EM LS-36™ Insulated Panel



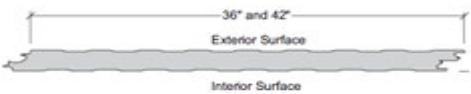
Applications: Roof and wall
 Coverage Widths: 36" (standard)
 Gauges: Exterior: 26, 24, 22; Interior: 26, 24, 22

EM CF Architectural Insulated Panel



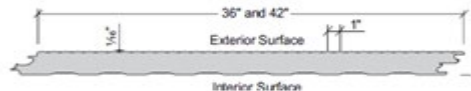
Applications: Wall
 Coverage Widths: 24", 30", 36"
 Gauges: Exterior: 22; Interior: 26 (standard), 24, 22 (optional)

EM CF Mesa Insulated Panel



Applications: Wall
 Coverage Widths: 30", 36", 42"
 Gauges: Exterior and Interior: 26 (standard), 24, 22 (optional)

EM Striated Insulated Panel



Applications: Wall
 Coverage Widths: 30", 36", 42"
 Gauges: Exterior: 24, 22; Interior: 26 (standard), 24, 22 (optional)

DURO-LAST RETURN POLICY & PROCEDURE

1. All items returned to Duro-Last must have prior authorization with a return authorization number clearly marked on all packages. If a return is received by Duro-Last without an authorization number, it is subject to refusal. Please call the Duro-Last Customer Service Department at 800-248-0280 for a Return Authorization Number. (RA #)
2. All Duro-Last membranes and custom accessories cannot be returned. These items are made for a specific project and cannot be re-sold.
3. All items that have expiration dates on them such as: caulk, solvent, water base, and insulation adhesives cannot be returned.
4. Premium metal and custom-made metal components such as conductor heads, custom colors, etc. cannot be returned.
5. Drop-ship items are subject to a 25% - 35% vendor re-stocking fee based on the item being returned.
6. Duro-Last stock accessory items will receive a 10% re-stocking fee. These items may include: plates, stacks and edge details, etc.
7. All returned items need to be in re-usable condition and boxed or packaged properly.
8. If you have any questions regarding this policy, please call the Duro-Last Customer Service Department at (800) 248-0280.



CORPORATE HEADQUARTERS

**525 MORLEY DRIVE
SAGINAW, MICHIGAN 48601
800-248-0280**

FAX: 800-432-9331

EMAIL: sales@duro-last.com

www.duro-last.com

DURO-LAST® WARRANTIES SUPREME WARRANTIES

These warranties include consequential damage for the first 15 years.

Warranty	Mil (Minimum)	Membranes Covered	Color	Base
15 Year NDL-consequential	40	DL/DLX/DFP	Green	0.00/ sq. ft.
20 Year NDL-15 year consequential, additional 5 year material only	50	DL/DLX/DFP	Orange	0.08/ sq. ft.*
20 Year NDL-15 year consequential, additional 5 year material and labor	50	DL/DLX/DFP	Purple	0.18/ sq. ft.*

ULTRA WARRANTIES

Performance warranties that cover material and labor, but do not include consequential damages.

Warranty	Mil (Minimum)	Membranes Covered	Color	Base
15 Year NDL Hail Warranty	50	DL/DLX/DFP	Brown	0.13/ sq. ft.***
15 Year NDL Hail & High Wind Warranty	50	DL/DLX/DFP	Yellow/Brown	HW** + 0.13/ sq. ft.***
15 Year NDL High Wind Warranty	40	DL/DLX/DT/DF/DFP/DLEV	Yellow	HW**
20 Year NDL High Wind Warranty	50	DL/DLX/DT/DF/DFP/DLEV	Fuchsia	HW** + 0.13/ sq. ft.***

BASIC WARRANTIES

Warranties do not include consequential damages.

Warranty	Mil (Minimum)	Membranes Covered	Color	Base
15 Year NDL	40	DL/DLX/DT/DF/DFP/DLEV	Burgundy	0.00/ sq. ft.
15 Year Material Only	40	DL/DLX/DT/DF/DFP/DLEV	Black	0.00/ sq. ft.
20 Year NDL	50	DL/DLX/DT/DF/DFP/DLEV	Blue	0.13/ sq. ft.*
20 Year Material Only	50	DL/DT/DF/DFP/DLEV	Black	0.00/ sq. ft.

RESIDENTIAL WARRANTIES

Warranties do not include consequential damages. Material Only warranties.

Warranty	Mil (Minimum)	Membranes Covered	Color	Base
15 Year Residential	40	DL/DLX/DT/DF/DFP/DLEV	Pink	0.00/ sq. ft.
20 Year Residential	50	DL/DLX/DT/DF/DFP/DLEV	Pink/Blue	0.00/ sq. ft.

25/30 YEAR WARRANTIES

Please reference special warranty requirement sheet online at www.specs.duro-last.com for all job requirements.

Warranty	Mil (Minimum)	Membranes Covered	Color	Base
25 Year NDL	60	DL/DLX/DT/DF/DFP/DLEV	Yellow	0.23/ sq. ft.
30 Year NDL	80	DT/DLX/DF	Orange	0.33/ sq. ft.

*Discount rates: 0.05 for Platinum Contractors
0.04 for Elite Contractors
0.03 for Master Contractors

HIGH WIND WA

No Consequential Damages 15 Year High Wind Adder (HW)

MPH	Mechanically Attached	Adhered
55-72 mph	No Charge	No Charge
73 - 80 mph	\$0.07 sq. ft.	\$0.08 sq. ft.
81 - 90 mph	\$0.09 sq. ft.	\$0.10 sq. ft.
91 - 100 mph	\$0.11 sq. ft.	\$0.12 sq. ft.
101 - 110 mph**	\$0.13 sq. ft.	\$0.14 sq. ft.
111 - 120 mph**	\$0.15 sq. ft.	\$0.16 sq. ft.

20 Year High Wind Adder (HW)

(Base warranty charge plus fees listed below)

MPH	Mechanically Attached	Adhered
55-72 mph	No Charge	No Charge
73 - 80 mph	\$0.09 sq. ft.	\$0.10 sq. ft.
81 - 90 mph	\$0.11 sq. ft.	\$0.12 sq. ft.
91 - 100 mph	\$0.13 sq. ft.	\$0.14 sq. ft.
101 - 110 mph**	\$0.15 sq. ft.	\$0.16 sq. ft.
111 - 120 mph**	\$0.17 sq. ft.	\$0.18 sq. ft.

25 Year High Wind Adder (HW)

(Base warranty charge plus fees listed below)

MPH	Mechanically Attached	Adhered
55-72 mph	No Charge	No Charge
73 - 80 mph	\$0.10 sq. ft.	\$0.13 sq. ft.
81 - 90 mph	\$0.12 sq. ft.	\$0.15 sq. ft.
91 - 100 mph	\$0.14 sq. ft.	\$0.17 sq. ft.
101 - 110 mph**	\$0.16 sq. ft.	\$0.19 sq. ft.
111 - 120 mph**	\$0.18 sq. ft.	\$0.21 sq. ft.

30 Year High Wind Adder (HW)

(Base warranty charge plus fees listed below)

MPH	Mechanically Attached	Adhered
55-72 mph	No Charge	No Charge
73 - 80 mph	\$0.12 sq. ft.	\$0.16 sq. ft.
81 - 90 mph	\$0.14 sq. ft.	\$0.18 sq. ft.
91 - 100 mph	\$0.16 sq. ft.	\$0.20 sq. ft.
101 - 110 mph**	\$0.18 sq. ft.	\$0.22 sq. ft.
111 - 120 mph**	\$0.20 sq. ft.	\$0.24 sq. ft.

HIGH WIND WARRANTY NOTES

- **10' tabs not allowed on 101-120 mph adders.
- All High Wind Warranties require a Warranty Letter of Intent from Engineering Services and full assembly requirements supplied by Duro-Last Roofing, Inc. prior to ordering.

SPECIAL WARRANTY REQUIREMENTS

Please contact Ryan VanWert of Engineering Services for additional details 1-800-248-0280.

WARRANTY INSPECTION FEE

A \$399 inspection fee has been implemented for all labor-containing warranties for jobs less than 2,000 square feet.

Vendor Compliance
Check List

Meeting Date: 08/10/2021 Item #4.



<p>Vendor: Dura-Last, Inc d/b/a Duro-Last Roofing, Inc. FEIN: 38-2362839</p>	<p>Does Vendor appear on the following:</p>	
<p>Florida Convicted Vendor List</p>	<p>Yes <input type="checkbox"/></p>	<p>No X</p>
<p>Florida Suspended Contractors</p>	<p>Yes <input type="checkbox"/></p>	<p>No X</p>
<p>Scrutinized Companies</p>	<p>Yes <input type="checkbox"/></p>	<p>No X</p>
<p>State of Florida Corporations (Sun Biz)</p>	<p>Yes X</p>	<p>No <input type="checkbox"/></p>
<p>Verified by: C. Portocarrero</p>	<p>Date: Wednesday, June 23, 2021</p>	

Vendor Compliance Check List

Meeting Date: 08/10/2021 Item #4.

Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under [section 287.133, Florida Statutes](#).

Vendor Name	Agency of Origin	Effective Date	Expiration Date	Final Order
Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.)	DOH	10/25/18	10/25/21	Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) (📎 1.71 MB)

Updated 1/25/21

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with [Rule 60A-1.006\(2\), Florida Administrative Code](#).

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (📎 575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. (📎 111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC (📎 85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. (📎 320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC (📎 1.78 MB)

Updated 12/10/19

Vendor Compliance Check List

CNOOC Finance Limited	Iran	China	September 24, 2013	Yes
CNOOC Nexen Finance	Iran	Canada	October 17, 2017	Yes
CNPC Capital Company Limited	Sudan & Iran	China	June 14, 2017	Yes
CNPC General Capital Ltd	Sudan & Iran	China	June 26, 2012	Yes
CNPC Global Capital Limited	Sudan & Iran	China	December 15, 2020	Yes
CNPC HK Overseas Capital Ltd	Sudan & Iran	China	June 16, 2011	Yes

June 17, 2021

Page 3

Prohibited Investments (Scrutinized Companies)	Scrutinized Country	Country of Incorporation	Initial Appearance on Scrutinized List	Full Divestment
COSL Finance (BVI) Limited	Iran	China	September 24, 2013	Yes
COSL Singapore Capital Ltd	Iran	Singapore	December 4, 2018	Yes
Daqing Huake Group Co Ltd	Sudan	China	March 25, 2008	Yes
Egypt Kuwait Holding Co. SAE	Sudan	Kuwait	January 13, 2009	Yes
Energy House Holding Company	Sudan	Kuwait	July 28, 2009	Yes
Engen Botswana	Sudan & Iran	Botswana	March 24, 2015	Yes
FACC AG	Sudan	Austria	June 4, 2019	Yes
Gas District Cooling (Putrajaya) Sdn Bhd	Sudan & Iran	Malaysia	April 14, 2009	Yes
Gazprom	Iran	Russia	September 19, 2007	Yes
Gazprom Neft	Iran	Russia	September 16, 2008	Yes
Gazprom Promgas	Iran	Russia	June 4, 2019	Yes

Vendor Compliance
Check List

Meeting Date: 08/10/2021 Item #4.

2021 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F94000004547

Entity Name: DURO-LAST, INC.

Current Principal Place of Business:

525 W. MORLEY DRIVE
SAGINAW, MI 48601

Current Mailing Address:

525 W. MORLEY DRIVE
SAGINAW, MI 48601 US

FEI Number: 38-2362839

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title CHAIRMAN OF THE BOARD
Name BURT, JOHN C.
Address 525 W. MORLEY DRIVE
City-State-Zip: SAGINAW MI 48601

Title CFO
Name GERGAR, CORY
Address 525 W. MORLEY DRIVE
City-State-Zip: SAGINAW MI 48601

Title SECRETARY
Name TUNNEY, JASON P.
Address 525 W. MORLEY DRIVE
City-State-Zip: SAGINAW MI 48601

Title EXECUTIVE VICE PRESIDENT
Name TUNNEY, JASON P.
Address 525 W. MORLEY DRIVE
City-State-Zip: SAGINAW MI 48601

Title TREASURER
Name SNY, SHAWN M.
Address 525 W. MORLEY DRIVE
City-State-Zip: SAGINAW MI 48601

Title EXECUTIVE VICE PRESIDENT
Name SNY, SHAWN M.
Address 525 W. MORLEY DRIVE
City-State-Zip: SAGINAW MI 48601

Title CEO
Name SAELI, THOMAS L.
Address 525 W. MORLEY DRIVE
City-State-Zip: SAGINAW MI 48601

Title VICE PRESIDENT - MANUFACTURING
Name JENKINS, THOMAS
Address 525 W. MORLEY DRIVE
City-State-Zip: SAGINAW MI 48601

**AGREEMENT
BETWEEN THE CITY OF COOPER CITY
AND
DURO-LAST, INC.**

THIS AGREEMENT is entered into on _____, 2021 between the **City of Cooper City**, a municipal corporation with principal offices located at 9090 SW 50th Place, Cooper City, Florida 33328 (“City”) and **DURO-LAST**, a corporation authorized to do business in the State of Florida, with principal office located at 525 Morley Drive, Saginaw, MI (“Contractor”) for the purpose of re-roofing the City’s George A. Haughney, P.E. Utility Complex Building #3. The parties hereby agree to the following terms and conditions.

1. In return for valuable consideration, Contractor shall comply with the terms and conditions of the Contract #200201 between Contract and The Interlocal Purchasing System (“Purchasing Contract”) attached hereto as Exhibit A and the May 25, 2001 proposal submitted to the City (the “Proposal”) attached hereto as Exhibit B. All terms and conditions of the contract documents set forth in Exhibit A and Exhibit B are incorporated herein as if set forth in full, except as modified by this Agreement. In the event of a conflict between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit B.
2. Upon execution of this Agreement, all references made to the The Interlocal Purchasing System in the Purchasing Contract in Exhibit A shall be interpreted as pertaining to the City of Cooper City, and all terms and conditions of Exhibit A shall be deemed as having been implemented for use within the City of Cooper City. It is understood that wherever the words “agency name” or “agency board name” appear, they shall be read as “City of Cooper City” and “City of Cooper City Commissioners”.
3. Term. The term of this Agreement shall be concurrent with the term set forth in Exhibit A.
4. Contract Sum and Payments:

The price for the Product is as set forth in Exhibit A. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

5. **Insurance: In addition to the insurance requirements stated in the Purchasing Agreement, Contractor shall obtain at Contractor’s expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City’s Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers’ Compensation, Commercial General Liability, and all other insurance as required by the City. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City’s Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement. The following minimal insurance coverage shall be provided:**

- a. **Worker's Compensation Insurance:** The Contractor shall procure and maintain for the life of this Agreement, Workers' Compensation. Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-Contractor that does not have their own Workers' Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the City of Cooper City, executed by the insurance company. Sixty-(60) days notice of cancellation is required and must be provided to the City of Cooper City via Certified Mail.
- b. **Comprehensive General Liability:** The Contractor shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.
- c. **Business Automobile Liability:** The Contractor shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance.
- d. **The Minimum Limits of Coverage** shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.
- e. The City must be named as an additional insured for General Liability coverage unless Owners and Contractors' Protective Coverage is also provided, or required. Sixty (60) days written notice must be provided to the City via Certified Mail in the event of cancellation.
- f. The minimum limits of coverage shall be \$1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" type policy. The City must be listed as an Additional Insured under the Policy. Sixty (60) days written notice must be provided to the City via Certified Mail in the event of cancellation.
- g. In the event that sub-contractors used by the Contractor do not have insurance, or do not meet the insurance limits, Contractor shall indemnify and hold harmless the City for any claim in excess of the sub-Contractors' insurance coverage, arising out of negligent acts, errors or omissions of the sub-contractors.
- h. Contractor shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the City.
- i. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an

additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

6. Indemnification:

- a. The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- b. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- c. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- d. The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.
- e. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.
- f. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

7. Non-Discrimination & Equal Opportunity Employment:

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must 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. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

8. Independent Contractor:

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

9. Assignment and Subcontracting:

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

10. Termination:

- a. Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor

for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

- b. Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

11. Public Records

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

- 1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.
- 2. Upon request by City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
- 4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- 5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-434-4300, PRR@COOPERCITYFL.ORG OR BY MAIL: CITY OF COOPER CITY – CITY CLERK'S OFFICE, 9090 SW 50TH PLACE, COOPER CITY, FL 33328.

12. Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Cooper City in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

14. Venue:

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

15. Signatory Authority:

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

16. Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

17. No Construction Against Drafting Party:

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

18. Notice:

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person; sent by U.S. Certified Mail, U.S. Express Mail, air or ground

courier services or by messenger service, addressed to the party for whom it is intended at the following addresses.

CITY

Joseph Napoli, City Manager
City of Cooper City
9090 SW 50th Place
Cooper City, Florida 33328

With a copy to City Attorney at the following address:

Jacob G. Horowitz, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR

Steve Ruth, Senior Vice President of Sales
Duro-Last
525 Morley
Saginaw, MI 48601

19. Scrutinized Companies:

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

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

- c. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
 - d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.
20. E-Verify. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

20.1 Definitions for this Section:

20.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, CONTRACTOR or consultant.

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

20.1.3 “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.

20.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

20.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

20.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

20.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor

knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

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IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida municipal corporation

ATTEST:

BY: _____
CITY CLERK

BY: _____
CITY MANAGER

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

WITNESSED BY:

DURA-LAST, INC.

BY: _____

Print name

Name: Steve Ruth

Title: Senior Vice President of Sales

STATE OF _____
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of Dura-Last, Inc., and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of _____, as _____ of Dura-Last, Inc., and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid
this ____ day of _____, 2021.

NOTARY PUBLIC

Print or Type Name

My Commission Expires:

Pricing Detail

27225, Duro-Last, City of Cooper City, George A. Haughney, P.E., Utility Complex, Bldg #3

Description	Vendor	Ord Unit	Ord Qty	Unit Price	Net Cost
10' 0" x 100' 0" x Duro-Last 050 - 120" Tabs	Duro-Last	ROLLS	11.00	\$1,070.00	\$11,770.00
5' 0" x 100' 0" x Duro-Last 040 - Parapet	Duro-Last	ROLLS	5.00	\$510.00	\$2,550.00
5' 0" x 100' 0" x Duro-Last 050 - 28" Tabs	Duro-Last	ROLLS	5.00	\$570.00	\$2,850.00
Duro-Last Duro-Fold 4' 0" x 50' 0"	Duro-Last	BDL	50.00	\$39.99	\$1,999.50
2" Duro-Last #15 EHD Screw @ 1000/CTN	Duro-Last	BOXES	3.00	\$120.00	\$360.00
8" Duro-Last #15 EHD Screw @ 500/CTN	Duro-Last	BOXES	7.00	\$215.00	\$1,505.00
1-1/4" Duro-Last #14 Hex Head @ 1000/CTN	Duro-Last	BOXES	1.00	\$140.00	\$140.00
Duro-Last 2" Round Poly-Plate (500/CTN)	Duro-Last	BOX	3.00	\$110.00	\$330.00
Duro-Last 3" Insulation Plate (500/CTN)	Duro-Last	BOX	1.00	\$60.00	\$60.00
Duro-Last Metal Cleat Plate (500/CTN)	Duro-Last	BOX	2.00	\$200.00	\$400.00
Duro-Last Drip Edge 6" Face W/ Skirt - White	Duro-Last	LF	420.00	\$6.15	\$2,583.00
Duro-Last Drip Edge Clip 6" - White	Duro-Last	LF	420.00	\$0.00	\$-
Duro-Last Strip Mastic	Duro-Last	PAIL	2.00	\$79.35	\$158.70
Duro-Last Termination Bar - White	Duro-Last	LF	479.00	\$0.55	\$263.45
Duro-Last 36" x 60" Walkpad - Gray	Duro-Last	EA	22.00	\$22.15	\$487.30
Duro-Last 5" CDR Rings	Duro-Last	EA	8.00	\$13.65	\$109.20
Duro-Last 5" Drain Boot - White	Duro-Last	EA	8.00	\$12.49	\$99.92
Duro-Last Curb 12" x 6"	Duro-Last	EA	6.00	\$35.12	\$210.72
Duro-Last Curb 18" x 18"	Duro-Last	EA	4.00	\$40.64	\$162.56
Duro-Last Curb 30" x 42"	Duro-Last	EA	1.00	\$48.92	\$48.92
Duro-Last Curb 42" x 42"	Duro-Last	EA	4.00	\$51.68	\$206.72
Duro-Last Curb 60" x 60"	Duro-Last	EA	2.00	\$59.95	\$119.90
Duro-Last Dome Strainer	Duro-Last	EA	8.00	\$50.00	\$400.00
Duro-Last Duro-Blue Slip Sheet (20' x 100')	Duro-Last	ROLL	2.00	\$90.35	\$180.70
Duro-Last Duro-Caulk Plus (White)	Duro-Last	TUBE	49.00	\$5.25	\$257.25
Duro-Last Inside/Outside Corner - White	Duro-Last	EA	5.00	\$3.85	\$19.25
Duro-Last Medium Pipe Boot (8" to 11")	Duro-Last	EA	4.00	\$16.99	\$67.96
Duro-Last Small Pipe Boot (Under 8")	Duro-Last	EA	22.00	\$15.49	\$340.78
Duro-Last Two Way Roof Vent (White)	Duro-Last	EA	10.00	\$15.99	\$159.90
Additional Materials as Needed			1.00		\$2,159.27
MATERIAL TOTAL					\$30,000.00
Labor					\$78,000.00
Equipment Rental					\$4,000.00
Lightening Protection System					\$13,500.00
Bonds					\$1,092.21
Administration Fees					\$11,433.42
TIPS Discount					\$(1,500.00)
PROJECT TOTAL					\$136,525.63



Meeting Date: 08/10/2021 Item #4.

Florida's Premiere Commercial Roofing Contractor
Committed to Quality

To:
George Garba
Cooper City Water Treatment Utilities Plant
11791 SW 49th Street
Cooper City, FL 33320
954-434-5519

Job Name:
Cooper City – Water Treatment Facility
Main Utility Building

Address:
11791 SW 49th Street
Cooper City, FL 33320

Date:
April 21, 2021

Reference:
Re-Roof Proposal – Johns Manville Mod Bit Roof System

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, material, tools, equipment and proper insurance with excess liability of twelve (12) million dollars.

PERMITTING AND TESTING

Permitting and testing that is required to secure a roofing permit is included in our bid proposal. The following test will be completed in order to pull your permit:

- Engineered signed and sealed design wind pressure calculation.
- Miami Dade Product Approval NOA for the proposed system.
- Roof plan with elevations of deck and parapet walls.
- Perform drainage survey to verify capacity of existing primary and overflow drains/scuppers in accordance with Florida Building Code 2020 7th Edition Section 1503, 1511.6, 1604.62, Plumbing section 1105, 1106, 1107, ASCE 7-16, Section 8.0 and HVAC Section 1514.4 and 1616.
- Provide roof attachment and engineered fastening pattern in accordance with ASCE 7-16 and Florida Building Code 2020 7th Edition Roof Application Standard RAS 127.
- Notice of Commencement filing with the county and fees before the start of the project.

PREPARATORY WORK

1. Cut and remove all existing roofing down to the metal deck. Remove only as much roofing in one working day period that can be replaced. Water cut off to be installed at the end of each working day to assure a watertight condition.
2. Broom clean the entire roof. Remove all dust and dirt, then thoroughly clean with a power air blower.
3. Remove roofing debris and cart away to the local dump site or landfill.

TAPERED ROOF INSULATION

Furnish and install ¼" inch per foot slope Poly-Iso tapered roof insulation system. New insulation system to be sloped to drain. Insulation to be mechanically fastened utilizing coated fasteners and plates per manufacturer's recommendation.

OVERLAY HARD BOARD INSULATION

Furnish and install ½" inch Securock roof deck insulation to entire deck. All boards to be adhered with polyurethane foam adhesive per manufacturer's recommendations.

MODIFIED BITUMEN ROOFING SYSTEM

1. Furnish and install one (1) ply of Johns Manville Dynabase HW modified bitumen base sheet and one (1) ply of Johns Manville Dynaweld Cap FR modified bitumen cap sheet. All sheets to be Heat welded by torched application with 100% adhesion. The above work will be performed by trained men proficient in this type of work.
2. Advanced Roofing, Inc. is an approved applicator of Built-up Roofing and Modified Bitumen Systems for Johns Manville.

WALL / CURB FLASHINGS

Furnish and install one (1) ply of Johns Manville Dynabase HW base sheet and one (1) ply Johns Manville Dynaweld Cap FR up and over the parapet wall and properly terminate. Flashing to be nailed off per the manufacturer's recommendations. All sheets to be heat welded by torch application.

MISCELLANEOUS INSTALLATIONS

1. Fire rated perlite cant strip to be installed at all 90 degree angles before flashing.
2. Shop fabricate and install new 24-gauge galvanized kynar coping cap metal. Exterior face to be hemmed and cleated with a continuous clip. Interior face to be mechanically fastened and sealed with rubber grommets or sealant.
3. Furnish and install new 4 lb. lead stack flashing at all plumbing vents where existing are removed. Set same in sealant and flash per manufacturer's recommendations.
4. Install new 4 lb. sheet lead flashing at all internal roof drains. Set same in mastic and flash per manufacturer's recommendations.
5. Remove and reinstall internal roof drains clamping ring and basket. If there are none existing, new shall be provided.
6. Furnish and install new Johns Manville Permaflash polyester reinforced resin flashing system at penetrations as required. Penetrations to be prepared, primed, and flashed per manufacturers recommendations.
7. Shop fabricate and install new 24-gauge galvanized line jack goose necks to house refrigerant and gas lines for a/c units.
8. Existing lightning protection system to be removed and reinstalled to it's existing layout and condition.
9. Furnish and install new Modified Bitumen walkway pads at the service side of existing HVAC units and roof hatch.
10. City or county roofing permit, crane and sales tax are included.
11. Digitized roof drawing and photographs depicting work areas and details for this work scope are attached.

CLARIFICATION & EXCLUSIONS

- All costs associated with utility line interface with roofing activities are excluded from this proposal. If utilities exist on the roof it is the owners responsibility to pay for any required utility protection, shutdown, and standby power to allow for ARI to safely execute the project.
- Proposal excludes any HVAC or electrical scope of work.
- Proposal excludes any work to mansard roof.
- Interior protection is excluded and to be completed by others IF necessary.

GUARANTEE

Twenty (20) year No Dollar Limit (NDL) guarantee on materials and labor by Johns Manville.

CONTRACTOR'S WARRANTY

Two (2) year guarantee on materials and labor by ARI Insurance Inc.

QUOTATION

FOR THE SUM OF TWO HUNDRED THIRTEEN THOUSAND AND THREE HUNDRED EIGHTY DOLLARS	\$213,380.00
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UNIT PRICES

Replace Damaged or Deteriorated Metal Decking	\$10.50 per SF
Paint Rust Inhibitor	\$3.50 per SF
Missing or Deteriorated Wood Nailer Replacement	\$3.00 per LF

OVERFLOW SCUPPERS

Any additional overflow scuppers required to be installed will be provided at a cost of \$1,500.00 each.
Any additional overflow scuppers required to be enlarged will be performed at a cost of \$750.00 each.

We have financing partners that can provide financing for any size job. Please let us know if you are interested and we can provide the information upon request.

Extended guarantees are available with a maintenance program.

Our work is done in a workmanlike manner by trained, qualified mechanics using the latest technical equipment for the job. During the course of the job the progress, workmanship and housekeeping is documented and reviewed by management for quality control. As always, ADVANCED ROOFING, INC. is "Committed to Quality".

Customer/Owner acknowledges that during the course of the roof removal process it is possible for debris, including but not limited to, insulation or roofing fabric, to fall inside the structure. ARI will use its best efforts to minimize such an occurrence. However, the parties stipulate and agree ARI shall not be liable for any claim, loss, or damage associated with debris falling inside the structure during the roof removal process regardless of the cause. Customer/Owner shall keep all persons or property free and clear from under the work area in order to minimize any potential claim, loss, or damage.

Safety and protection of the property is our concern and we take precautions to protect people and property from damage or injury during the course of the job. All work areas will be cleaned daily and equipment will be removed immediately upon completion of work.

Notice to Owner: Due to extreme volatility in asphalt, insulation and steel product prices, the price set forth in this proposal/contract applies only to orders for asphalt, insulation and steel products that are ordered and paid for within thirty (30) days of the date of this proposal/contract. All other orders shall be subject to change based upon change in the price of asphalt, insulation and steel related products charged to Advanced Roofing, Inc. **Advanced Roofing shall either pay for all materials within this time period, OR adjust the bid to accommodate their intended method of payment OR notify the Owner in writing when pay request is subject to an up-charge.**

TERMS OF PAYMENT

1. For AIA Contracts and Advanced Roofing, Inc. Contract Proposals over \$100,000.00

- A. Per AIA 702 and 703 Schedule of Values/Progress Payments.
- B. 10% retainage to be paid upon delivery of permit final, warranties, and Final Releases of Lien.

ATTENTION PROPERTY OWNERS - DON'T JEOPARDIZE YOUR INSURANCE

We are fully and properly insured, in addition with our base coverage of 1 million, 2 million aggregate, we also carry an additional \$10,000,000 in excess coverage. Proof of insurance will be sent upon request. It is in the best interest of the owner to make sure a contractor carries the amount of insurance as stated above and ask for proof.

Thank you for the opportunity to bid on this work. Should you have any questions or require any additional information, please do not hesitate to call.



Meeting Date: 08/10/2021 Item #4.

Florida's Premiere Commercial Roofing Contractor Committed to Quality

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Steven Schoen

Authorized Signature: _____
Printed Name: Steven Schoen

NOTE: This proposal may be withdrawn by us if not accepted within _____ 30 _____ days.
Owner is responsible for asbestos testing and related cost to remove.

Acceptance of Proposal

The undersigned as (check one) Owner *Authorized agent of Owner* hereby accepts and agrees to the prices, specifications and conditions indicated above and on the reverse side of this contract.

Accepted: _____ Signature: _____

Date: _____ Signature: _____

*Terms & Conditions on last page(s) apply.

State License: CCC 024413

Thank you for the opportunity to bid this work. Should you have any questions or require additional information, please do not hesitate to contact Steven Schoen at 954-522-6868 ext.1117 or via email at SteveS@advancedroofing.com.



CC-C024413

ESTABLISHED 1983

Cooper City - Water Treatment Center
11791 SW 49th Street
Cooper City, FL 33320

**Broward Term Contract Breakdown
PROJECT COST SHEET**

BLDG NAME:		Main Utility Building			
PROJECT NAME:		Main Utility Bldg. - Flat Roof			
PROJECT COORDINATOR:		George Garba			
CONTRACTOR:		ADVANCED ROOFING INC.			
DATE:		April 21, 2021	SQ. FT.	8,250	
Qty	Pay Item No.	Description	Unit	Unit Cost	TOTAL COST
450	P1356708B1-01-17	Tear off existing roof system	HR	\$50.00	\$22,500.00
1160	P1356708B1-01-17	Furnish and install 1/4" tapered ISO and 1/2" Securock cover board	HR	\$50.00	\$58,000.00
10800	P1356708B1-01-05	Furnish and torch apply base and cap sheet	SF	\$5.00	\$54,000.00
415	P1356708B1-01-17	Shop Fabricate and Install Coping Cap and associated metals	HR	\$50.00	\$20,750.00
57	P1356708B1-01-17	Install Liquid Flashings at penetrations	HR	\$50.00	\$2,850.00
370	P1356708B1-01-08	Sealant at metal terminations	LF	\$9.00	\$3,330.00
51	P1356708B1-01-17	Shop fabricate and install gooseneck vents	HR	\$50.00	\$2,550.00
400	P1356708B1-01-21	Remove / Reinstal existing Lightning Protection	HR	\$60.00	\$24,000.00
20	P1356708B1-01-17	Furnish and install walk way protection	HR	\$50.00	\$1,000.00
70	P1356708B1-01-29	Plumbing Scope - Tapered ISO - Drain Modification	HR	\$60.00	\$4,200.00
4	P1356708B1-01-12	Crane Rental - Week	WK	\$3,000.00	\$12,000.00
4	P1356708B1-01-34	Dumpster - Week	WK	\$1,500.00	\$6,000.00
44	P1356708B1-01-17	Permit Allowance	HR	\$50.00	\$2,200.00
H.		Total Cost			\$213,380.00

www.advancedroofing.com

800 638.6869 TEL 954.522.6868 FAX 954.566.2967
1950 NW 22nd Street | Fort Lauderdale | Florida 33311



**CITY COMMISSION
STAFF REPORT**

DEPARTMENT: Utilities Department

SUBJECT: Motion to approve - Purchase of Trailer-Mounted Generator - **Utilities**

CITY MANAGER RECOMMENDATION:

The City Manager Recommends approval to authorize the purchase of a trailer mounted 480 volt generator using the current Florida Sheriff’s Association contract for vehicles and equipment.

BACKGROUND OF ITEM:

The Utilities Department has a fleet of 8 trailer-mounted generators for powering pumping stations and other facilities (including Founder’s Day equipment) when FPL power is not available. One of those is a 480 volt generator that is used to power the main water distribution pumps at the water treatment plant as well as 6 sewer lift stations that require 480 volt power. This generator is 28 years old, obsolete and out of service, and is budgeted for replacement in the current fiscal year.

ANALYSIS:

We have examined several units and found one that is included in the current Florida Sheriffs Association Contract for Vehicles and Equipment that will best suit the City’s needs. At a cost of \$53,027, the AKSA APD-ULJ180 (and associated trailer) is well within the approved \$90,000 budget for this item. A copy of the quotation is attached.

FISCAL IMPACT:

Account 450-930-564700-535 EQUIPMENT & MACHINERY Is budgeted for \$110,000 which includes \$90,000 for the generator and \$20,000 for a fuel trailer, which has not yet been purchased. If this generator purchase is approved the account would have the remaining balance of \$56,973.

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Requested Amount</u>	<u>Remaining Amount</u>
450-930-564700-535	\$110,000	\$53,027	\$56,973

ALTERNATIVES:

Alternatives to this purchase include bidding the item directly, and opting not to purchase a 480 Volt generator (which would leave the department with only one 480 Volt generator).

ATTACHMENTS:

1. Generator Quote
2. Trailer Quote



Zabatt Inc. Corporate Office
4612 Highway Ave. Jacksonville, FL 32254
Ph: 904-384-4505 Fax: 904-384-7446
Jacksonville | Orlando | Tampa | Miami



PROJECT INFORMATION

Customer Cooper City Date 07/16/21 Quote # 53315
Project Name Cooper City Mobile (APD175) * Quote Expires 7 Days From Issue Date Revision rev2

WE ARE PLEASED TO OFFER THE FOLLOWING THE PROPOSAL FOR YOUR PROJECT

Quantity 1 - Mobile Trailer package:

- Standard Trailer - GVRW: 14,000 lbs
- w/ Single Walled Fuel Tank
 - Actual capacity; 350gal
 - Usable Capacity; 300gal
 - Rochester Fuel level gauge
 - 2" vented fill cap
- 2-15/16" Ball type adjustable hitch
- 2 Rear stabilizer jacks
- Tandem 7,000 lbs axles
- Tire/Wheel; 235/80R16 radial tires
 - 10ply load range D
 - 8 Lug white spoke wheels
- Hydraulic Brakes
- Heavy duty tread plate walk-on fenders
- 7 Pole Plug x 6' Connector, Harness
- DOT Light package
- Safety Chain, 1/4" x 60", S-Hooks w/ Safety Latch
- 14,000 lbs 3" Lunette Eye Coupler
- NO Generator installed**

MISCELLANEOUS

FOB Origin, full freight allowed to first destination / Off Loading by Others

WARRANTY

Standard 1 Year Limited Warranty (from date of shipment from factory)

THE FOLLOWING IS NOT INCLUDED

- Fuel
- Offloading
- Electrical and Mechanical Installation
- Service & Maintenance Agreement



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PRICE

10 - 12 Week Estimated Ship Date (subject to change)

Per FL Sheriffs Assoc. FSA20-EQU18.0, Heavy Trucks and Equipment
Item #107, AKSA, ULJ-125:

ULJ125 = \$32,221.00
ULJ-180 180kW = \$7,577.00 adder

Sub Total: \$32,221 + \$7,577 = \$39,798.00 plus applicable sales tax

DEDUCTS: to remove Standard 330gal (24hrs) "Steel" sub-base tank = (\$1,000.00)

ADDER: to convert the ULJ-180 generator to an APD-AT175 trailer package: \$60,747

DEDUCT: to remove the APD-AT175 generator (leaving only the DOT trailer package): (\$85,307)

Sub Total: \$39,798 - \$1,000 + \$60,747 - \$85,307 = \$14,238.00 plus applicable sales tax

Qty 1 Total: \$14,238 plus applicable sales tax

Customers are responsible for paying sales and use tax on goods shipped outside of the State of Florida.

Zabatt, Inc. is a State of Florida Certified Minority owned business.

Built in discount of 2.5% has been applied to quote for payments that are remitted as cash, check, EFT or wire transfer.

CHANGES, CANCELLATIONS & RETURNS

Any order or contract may be cancelled by the customer only upon the payment of reasonable charges and expenses incurred by Zabatt on or before the date of receipt by Zabatt of said notice of cancellation. Such reasonable charges and expenses may include, but are not limited to, any cancellation charges incurred by Zabatt for the cancellation and/or any liabilities for orders or commitments for materials or services previously ordered by Zabatt in connection with the cancelled customer order or contract. No material or product may be cancelled or returned for credit without first obtaining the written approval of, and at the sole discretion of, Zabatt. All shipping costs on returned material must be pre-paid by the customer. Accepted returns are subject to the charges, terms and requirements notified in writing to the buyer (which may include, with no limitations or exceptions, a 15% restocking fee).

Delivery, Shipments, and Claims (to Include Warranty)

All charges for work performed during the warranty period are the responsibility of the customer until approved by the appropriate warranty authority. Warranties are subject to the manufacturer's guidelines. Even those warranty claims which are approved may not include 100% of the repairs or parts; the customer is responsible for charges excluded from warranty. Contingency payment arrangements must be made prior to any warranty work being performed. Batteries, oil, coolant, filters and adjustments are not covered as part of warranty repairs and will be billed to the customer at appropriate rates.

Price and Minimum Billing

Price shall be in accordance with rates currently in effect at the time the quote is received and shall expire on the date described in said quote. All quotes for services, parts, equipment, and labor will be issued in writing and have a system generated quote number. Verbal quotes are not valid and should not be accepted. A signed copy of the quote must on file before any work can be performed. Signature on said quote shall serve as the customer's acceptance Zabatt's billing guidelines and rates. Labor prices on quotes are good for a period of (30) thirty days from the date of issue unless otherwise specified. Parts and equipment prices are subject to change and billed at the current price at the time of purchase unless otherwise specified. All regular service calls and emergency calls within normal hours will be billed for a minimum of one hour of labor and ten miles of travel. All emergency after-hour calls will be billed for a minimum of four hours labor and ten miles of travel.



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Credit and Payment Terms

Commercial customers who have not established a credit account with Zabatt must make payment arrangements before goods are delivered or a technician is dispatched. No credit terms will be extended to end-users. We cannot accept payment on site but must have a signed credit card authorization on file in order to perform any service work on new accounts. No work will be performed for, or product delivered to, customers who are on credit hold. This hold includes any emergency repairs and warranty work that may be required. Account must be paid in full or alternate means of payment must be coordinated and approved before work is performed or product is delivered. Service Rate Definitions and Conditions are available as a separate document

Agreement

This agreement consists of, and is limited to, a qualified technician performing scheduled maintenance in accordance with the manufacturer's recommendations. Zabatt, Inc will not be held liable for damages to the equipment or property as a result of equipment failure caused by any of, but not limited to, the following circumstances: improper or unauthorized operation; normal wear and tear or damage due to overloading; vandalism, theft or acts of a third party; acts of nature; failure to perform services due to hazardous conditions and other causes beyond the control of Zabatt Inc.

Signature and acceptance of the quotation constitutes agreement to comply with Zabatt's terms and conditions as attached.

Signature of Owner or Representative

Date

Signature of Zabatt Representative

Date

Tom Tietje
(786) 390-7855
Tom.Tietje@zabatt.com



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PROJECT INFORMATION

Customer	Cooper City	Date	07/16/21	Quote #	53314
Project Name	Cooper City Mobile (APD-ULJ180)	* Quote Expires 7 Days From Issue Date		Revision	rev1

WE ARE PLEASED TO OFFER THE FOLLOWING THE PROPOSAL FOR YOUR PROJECT

Quantity 1 - AKSA industrial 6.8L diesel engine driven generator, consisting of the following features & accessories:

Fuel System - Diesel

AKSA model: APD-ULJ180

Stationary Emergency-Standby rated

180kW Rating

277/480 VAC 3 Phase, 60 Hz

Permanent Magnet

DSE7320 Control Panel

Level 1 Sound Attenuatd Weather Enclosure - Steel

- 180MPH Wind Rated
- Avg. 75dBA @ full load - 23ft.
- Internally mounted exhaust silencer

300A MLCB, 80% rated, Thermal/Magnetic

- w/ shunt trip & auxiliary contacts
- w/ std factory lugs

Battery, battery rack & cables

10 AMP battery charger w/ meters

NO Sub-Base Tank

Jacket water heater

Alternator strip heater

Oil and antifreeze

Operation manual

UL2200 Listed

EPA Certified Tier Compliant

MISCELLANEOUS

On-Site Start Up and Testing

FOB Origin, full freight allowed to first destination / Off Loading by Others

WARRANTY

Generator: Standard 2 Year Warranty (from date of performing start up)



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THE FOLLOWING IS NOT INCLUDED

- Fuel
- Concrete Pad
- Offloading
- Electrical and Mechanical Installation
- Load Bank Testing
- Service & Maintenance Agreement
- NO Sub-Base Tank
- NO Transfer Switch

PRICE

21 - 24 Week Estimated Ship Date (subject to change)

Per FL Sheriffs Assoc. FSA20-EQU18.0, Heavy Trucks and Equipment
Item #107, AKSA, ULJ-125:

ULJ125 = \$32,221.00
ULJ-180 180kW = \$7,577.00 adder

Sub Total: \$32,221 + \$7,577 = \$39,798.00 plus applicable sales tax

DEDUCTS: to remove Standard 330gal (24hrs) "Steel" sub-base tank = (\$1,000.00)

Total: \$39,798 - \$1,000 = \$38,798.00 plus applicable sales tax

Customers are responsible for paying sales and use tax on goods shipped outside of the State of Florida.

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Built in discount of 2.5% has been applied to quote for payments that are remitted as cash, check, EFT or wire transfer.

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Any order or contract may be cancelled by the customer only upon the payment of reasonable charges and expenses incurred by Zabatt on or before the date of receipt by Zabatt of said notice of cancellation. Such reasonable charges and expenses may include, but are not limited to, any cancellation charges incurred by Zabatt for the cancellation and/or any liabilities for orders or commitments for materials or services previously ordered by Zabatt in connection with the cancelled customer order or contract. No material or product may be cancelled or returned for credit without first obtaining the written approval of, and at the sole discretion of, Zabatt. All shipping costs on returned material must be pre-paid by the customer. Accepted returns are subject to the charges, terms and requirements notified in writing to the buyer (which may include, with no limitations or exceptions, a 15% restocking fee).

Delivery, Shipments, and Claims (to include Warranty)

All charges for work performed during the warranty period are the responsibility of the customer until approved by the appropriate warranty authority. Warranties are subject to the manufacturer's guidelines. Even those warranty claims which are approved may not include 100% of the repairs or parts; the customer is responsible for charges excluded from warranty. Contingency payment arrangements must be made prior to any warranty work being performed. Batteries, oil, coolant, filters and adjustments are not covered as part of warranty repairs and will be billed to the customer at appropriate rates.



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Credit and Payment Terms

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Agreement

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Signature and acceptance of the quotation constitutes agreement to comply with Zabatt's terms and conditions as attached.

Signature of Owner or Representative

Date

Signature of Zabatt Representative

Date

Tom Tietje
(786) 390-7855
Tom.Tietje@zabatt.com



**CITY COMMISSION
STAFF REPORT**

DEPARTMENT: Recreation Department

SUBJECT: Motion to approve amended agreement with Kemp Group International Corporation for the continuation of crossing guard services – **Recreation**

CITY MANAGER RECOMMENDATION:

The City Manager recommends approval of the amended agreement with Kemp Group International Corporation, for the continuation of crossing guards services.

BACKGROUND OF ITEM:

Crossing guard services are provided by the vendor, Kemp Group International Corporation. The initial term for contract ITB 2018-8-REC, Crossing Guard Services, was awarded in 2018. The first renewal for services was awarded in February 2021. Since the awarding of the renewal, the vendor has since increased their rate from \$12.25 per hour to \$13.74 per hour. In November 2020 a Constitutional Amendment was passed increasing the Florida minimum wage. The first increase in minimum wage was effective January 1, 2021 from \$8.56 per hour to \$8.65 per hour. The vendor did not request an increase in fees during this initial increase. The gradual increase in the state minimum wage will increase each September as follows:

- \$10.00 on September 30, 2021
- \$11.00 on September 30, 2022
- \$12.00 on September 30, 2023
- \$13.00 on September 30, 2024
- \$14.00 on September 30, 2025
- \$15.00 on September 30, 2026

All of the terms and conditions of the Original Agreement remain in full force and effect unless expressly amended.

ANALYSIS:

The contract consists of 20 crossing guards and two field supervisors. Broward County Public Schools will resume back on August 18, 2021, the fee increase will take effect on September 30, 2021. The new proposed hourly rate of \$13.74 remains lower than the bids received with ITB 2018-8-REC. In the 2018 bid, the next lowest rate received was \$14.95 per hour.

FISCAL IMPACT:

Funds are available in the Contractual Services – Crossing Guards GL and budgeted for this purpose. The amount budgeted for Fiscal Year 2021 was \$114,000. The increase will be an additional \$13,767.20 increasing the Fiscal Year 2022 budget for the services to \$127,767.20.

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Requested Amount</u>	<u>Remaining Amount</u>
001-510-531291-521	\$114,000	Additional \$13,767.20 – Total Amount \$127,767.20	

ALTERNATIVES:

Broward County Public Schools resumes on August 18, 2021. Renewal of the amended contract will prevent any disruption in service. Kemp Group Services International remains the lowest bid from the 2018 submissions. Kemp Group has provided consistent services and is familiar with the City’s needs.

ATTACHMENTS:

- 1. Cooper City Renewal Agreement Amendment – Kemp
- 2. Cooper City Solicitation ITB 2018-8-REC, Crossing Guard Services
- 3. Cooper City Submittal – Kemp
- 4. Cooper City Tabulation
- 5. Cooper City Vendor Compliance – Kemp



**Cooper City Commission Meeting
Agenda Item Request Form**

Commission Meeting/Workshop Date: June 19, 2018

Requesting Department: Recreation

Subject: Crossing Guard Services

Section:

Presentation

Consent

Regular

Discussion

Background and Recommendation (attach backup material to Item Request Form):

This is a recommendation of award of a contract to Kemp Group International Corp. for crossing guard services.

On Thursday, April 19, 2018, the City issued Invitation to Bid #2018-8-REC, Crossing Guard Services, and five (5) bidders responded. Kemp Group International Corp. (Kemp), the City's current contractor for this service, submitted the lowest responsible, responsive bid at \$12.25 per hour for both entry level crossing guards and field supervisors. A copy of the bid tabulation is attached, as well as a copy of Kemp's submittal.

Kemp has provided good service to the City over the years and is very familiar with the City's needs. Kemp's staff is also quick to address concerns and resolve any problems. Reference checks on Kemp were also very positive.

In consideration of the above, I recommend Commission approval of a 3-year term contract for crossing guard services, with the option to renew for two (2) additional 1-year periods, to Kemp Group International Corp. The City's estimated annual cost for this service is \$100,000.

In summary, the City is expected to save approximately \$23,000 annually. The \$25,000 projected 2018 amount represents the three (3) month cost of the new contract for the remainder of the fiscal year.

FISCAL IMPACT ANALYSIS:

A. Three Year Summary of Fiscal Impact:

	Fiscal Years		
	Projected 2018	Projected 2019	Projected 2020
Capital Expenditures			
Operating Expenditures	\$25,000	\$100,000	\$100,000

Road and Bridge			
Law Enforcement Trust			
In-kind Match			
Net Fiscal Impact			

B. Finance Department Fiscal Review: MUE

General Ledger Account Number(s) and Amount(s):

001-510-531291-521 \$100,000

Approvals:

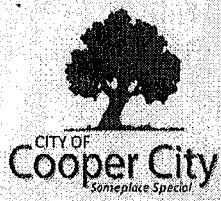
Finance Director MUE

City Manager [Signature]
from Blowers

City Clerk

approved
by
CC on
6/19/18

- Attachments:
- 1. Kemp Group International Corp Submittal
 - 2. References and Due Diligence
 - 3. Bid Tabulation



CONTRACT AWARD

Check one: Term Contract One-time Purchase Continuing Contract
Check one: New Contract Term Contract Renewal Piggyback _____
(Contract Owner/Agency)

The terms and conditions contained in the attached solicitation, vendor response and resulting award will be used to contract with the successful bidder(s) and will govern the contractual relationship between the parties for the duration of the engagement.

Solicitation Number & Name:	ITB 2018-8-REC, Crossing Guard Services		
Initial Contract Term:	Contract Start Date:	June 27, 2018	
	Contract End Date:	June 26, 2021	
Contract Renewals:	# Renewals Allowed:	2	
	Renewal Period:	1 Year	

Section 1: Vendor Award (Additional vendors shall be listed on a separate Contract Award form)

Vendor/DBA:	Kemp Group International Corporation	Vendor FEIN:	65-0902392
Vendor Address:	2111 SW 60th Way, Miramar, FL 33023		
Contact Name:	Joe Faluade	Contact Title:	Manager
Office Phone:	954-437-7294	Mobile:	N/A
Email:	kempgroupintl@aol.com	Website:	None

Section 2: Award/Background Information

Award Date:	06/19/18	Resolution # (if applicable):	
Awarded Amount:	\$ 100,000.00	(Insert 1 st year commitment for term contracts)	
Bond Type(s):	Bid Bond <input type="checkbox"/>	Public Construction <input type="checkbox"/>	Payment & Performance <input type="checkbox"/>
	Agent: _____	Agent: _____	Agent: _____
	Date Recorded: _____	Date Recorded: _____	Date Recorded: _____
	Bond #: _____	Bond #: _____	Bond #: _____
	Amount: _____	Amount: _____	Amount: _____
Insurance Recv'd:	Gen Liability <input checked="" type="checkbox"/>	Workers' Comp <input checked="" type="checkbox"/>	Prof. Liability <input type="checkbox"/>
	Auto <input checked="" type="checkbox"/>		
	Other(s): _____		

Section 3: Signatures/Execution

Vendor:

Signature:
Christina Aderinokun

Printed Name:
President

Title:
7/18/18

Date:

City:

Signature:
Kerri Anne Fisher

Printed Name:
Purchasing Agent

Title:
7/17/18

Date:

Digitally signed by Kerri Anne Fisher
DN: cn=Kerri Anne Fisher, o=City of Cooper City, ou= Purchasing,
email=kamf@coopercityfl.org, c=US
Date: 2018.07.17 16:53:29 -0400

FIRST AMENDMENT AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment"), dated the 23rd of February, 2021 between:

THE CITY OF COOPER CITY, a Florida municipal corporation, hereinafter referred to as "CITY," and

KEMP GROUP INTERNATIONAL CORPORATION hereinafter referred to as "CONTRACTOR".

WHEREAS, on or about June 27, 2018, the CITY entered into an agreement with CONTRACTOR for the crossing guard services (the "Original Agreement") pursuant to ITB 2018-8-REC (the "ITB"); and

WHEREAS, CITY and CONTRACTOR have negotiated the terms of this First Amendment; and

WHEREAS, at its meeting of February 23, 2021, the CITY approved this First Amendment with the CONTRACTOR; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which are hereby acknowledged, the CITY and CONTRACTOR agree to amend the Original Agreement, as amended, as follows:

- 1. **RECITALS:** Each whereas clause set forth above is true and correct and incorporated herein by this reference.
- 2. **TERM:** Pursuant Section 1.5, of the ITB, the City is exercising its right to extend the Agreement for the first one (1) year renewal term to extend the term of the Services for one (1) year from June 27, 2021 through June 26, 2022.
- 3. Section 3, entitled "General Conditions", set forth in the ITB, is hereby revised and amended to include subsections 3.45 and 3.46, as set forth below;

3.45 SCRUTINIZED COMPANIES -- 287.135 AND 215.473

SCRUTINIZED COMPANIES. CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in

prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

3.46 E-VERIFY

A. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

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

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

(iii) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

4. Subsection 5.2, entitled "CURRENT POSTS", set forth in the ITB, is hereby invoked to request the additional post, as set forth in the revised Attachment A, entitled "Current Post Assignments" is set forth below:

ADDITIONAL LOCATION

School	Post	Time	Early Release
Cooper City Elementary	Midblock- 5109 SW 92nd Ave.	7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am 11:50 am - 12:35 pm

Vendor will provide additional crossing guard at all TWENTY (20) post sites located within Cooper City, Florida.

5. ORIGINAL AGREEMENT: All of the terms and conditions of the Original Agreement as amended from time to time shall be binding and remain in full force and effect except as expressly amended hereinabove.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seal the day and year first written above.

CITY OF COOPER CITY:

BY: [Signature]
CITY MANAGER

Attest:

[Signature]
CITY CLERK

Approved as to form and legal sufficiency:

[Signature]
CITY ATTORNEY

ATTEST:

Joseph Falvade
Corporate Secretary

Joseph Falvade
Type/Print Name of Corporate Secy.

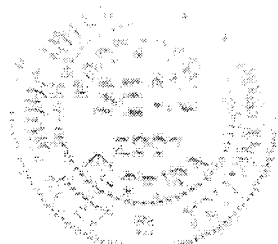
(CORPORATE SEAL)

KEMP GROUP INTERNATIONAL CORPORATION

Company Name
[Signature]
Signature

Christina Aderinokun
President

2/5/2021
Date




STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this 5TH day of FEBRUARY, 2021, by Anthony Villedrouin, who is personally known to me or has produced FLORIDA DRIVER'S LICENSE as identification.

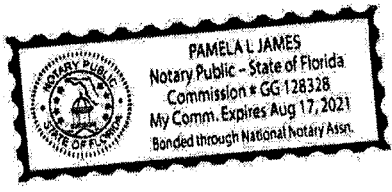
SWORN TO AND SUBSCRIBED BEFORE ME this 5TH day of FEBRUARY 2021.



NOTARY PUBLIC

My Commission Expires:

Serial Number, if any:



ATTACHMENT A - REVISED
CROSSING GUARD ASSIGNMENTS
Amendment Agreement 1

School	Post	Time	Early Release	Guard	Professional Study Day	
Griffin Elementary (2)	SW 116 Avenue / SW 50th Court (5060 SW 116 Ave)	7:00 am - 8:00 am 1:45 pm - 2:45 pm	7:00 am - 8:00 am am - 12:35 pm	11:50	Jorge Ortega	N/A
	SW 118 Avenue / SW 50th Street	7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am am - 12:35 pm	11:50	Jennifer Funmilayo	N/A
Embassy Creek Elementary (8)	SE Lake Blvd / Hiatus	7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am am - 12:35 pm	11:50	Maria Jenning	N/A
	SE Lake Blvd / Hiatus	7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am am - 12:35 pm	11:50	Judith Cortes	N/A
	SE Lake Blvd / Hiatus	7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am am - 12:35 pm	11:50	Karen Colina	N/A
	SE Lake Blvd / Stonebridge Pkwy	7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am am - 12:35 pm	11:50	James Kelly	N/A
	SE Lake Blvd / Embassy Court	7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am am - 12:35 pm	11:50	Sandra Nathanson	N/A
	SE Lake Blvd / Embassy Drive	7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am am - 12:35 pm	11:50	Ana Figueredo	N/A
	SE Lake Blvd / 10900 Blk.	7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am am - 12:35 pm	11:50	Stacy Summer	N/A
	Londori Street / Embassy Drive	7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am am - 12:35 pm	11:50	Erena Carballo	N/A
	Cooper City Elementary (6)	9100 Block - SW 50 Place	7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am am - 12:35 pm	11:50	Delores Carlin
SW 92 Ave / SW 50 Place		7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am am - 12:35 pm	11:50	Harry Goldberg	N/A
Midblock- 5109 SW 92nd Ave.		7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am am - 12:35 pm	11:50	Mae Cooper	N/A
9200 Block - SW 51 Street (5128 SW 92nd Terr.)		7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am am - 12:35 pm	11:50	Melissa Falcone	N/A
9100 Block - SW 51 Street		7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am am - 12:35 pm	11:50	Howard Bernstein	N/A
9000 Block - SW 51 Street (C.C.)		7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am am - 12:35 pm	11:50	Philip McKay	N/A
Pioneer (3)	SW 90 Ave / SW 53 Street	8:00 am - 9:00 am 3:00 pm - 4:00 pm	8:00 am - 9:00 am pm - 2:05 pm	1:20	Harry Goldberg	N/A
	SW 90 Ave / SW 54 Place	8:00 am - 9:00 am 3:00 pm - 4:00 pm	8:00 am - 9:00 am pm - 2:05 pm	1:20	Delores Carlin	N/A
	SW 90 Avenue / Stirling Road	8:00 am - 9:00 am 3:00 pm - 4:00 pm	8:00 am - 9:00 am pm - 2:05 pm	1:20	Rosa Baca	N/A
Cooper City High School (1)	9300 Block / Stirling Road	6:40 am - 7:40 am 2:40 pm - 3:10 pm	6:30 am - 7:30 am pm - 1:05 pm	12:20	Rosa Baca	6:30 am - 7:30 am 11:20 am - 12:05 pm

SECOND AMENDMENT TO AGREEMENT FOR CROSSING GUARD SERVICES

THIS SECOND AMENDMENT TO AGREEMENT ("Amendment"), dated the ___ day of _____, 2021, between:

THE CITY OF COOPER CITY, a Florida municipal corporation, hereinafter referred to as "CITY,"
and

KEMP GROUP INTERNATIONAL CORPORATION, hereinafter referred to as "CONTRACTOR".

WHEREAS, on or about June 27, 2018, the CITY entered into an agreement with CONTRACTOR for the retention pond maintenance project (the "Original Agreement") pursuant to ITB 2018-8-REC (the "ITB"); and

WHEREAS, CITY and CONTRACTOR have negotiated the terms of this Second Amendment; and

WHEREAS, at its meeting of February 23, 2021, the CITY approved the First Amendment with the CONTRACTOR; and

WHEREAS, at its meeting of _____, 2021, the CITY approved this Second Amendment with the CONTRACTOR; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which are hereby acknowledged, the CITY and CONTRACTOR agree to amend the Original Agreement, as amended, as follows:

1. RECITALS: Each whereas clause set forth above is true and correct and incorporated herein by this reference.

2. Section 4.22, entitled "Contract Documents", set forth in the ITB, provides that any subsequent task orders or change orders, are collectively an integral part of the contract between the City and the Contractor. Effective January 1, 2021, Florida's minimum wage will increased from \$8.56 per hour to \$8.65 per hour. However, this will not be the only minimum wage increase for 2021. In November 2020, Florida voters passed a Constitutional Amendment which will gradually raise the minimum wage to \$15.00 per hour by 2026. As a result the CONTRACTOR has requested a change order for the term of the Contract to adjust its rates to comply with the Florida Constitution. The new CONTRACTOR rates effective September 30, 2021 are as follows:

Hourly Rate for Crossing Guard: \$13.74

3. ORIGINAL AGREEMENT: All of the terms and conditions of the Original Agreement as amended from time to time shall be binding and remain in full force and effect except as expressly amended hereinabove.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seal the day and year first written above.

CITY OF COOPER CITY:

Attest:

BY:

City Manager

City Clerk

Approved as to form and legal sufficiency:

City Attorney

KEMP GROUP INTERNATIONAL CORPORATION

Company Name

ATTEST:

[Signature]
Corporate Secretary

[Signature]
Signature

Christina Aderinokun
Type/Print Name of Corporate Secy.

Christina Aderinokun
President

(CORPORATE SEAL)

6/3/2021
Date

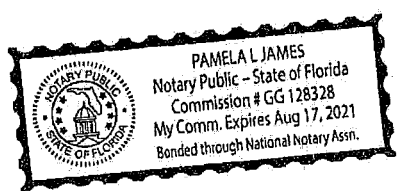


STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of June, 2021, by Christina Aderinokun, who is personally known to me or has produced Florida driver's license as identification.

June SWORN TO AND SUBSCRIBED BEFORE ME this 3rd day of June 2021.



Pamela L. James
NOTARY PUBLIC

My Commission Expires:

Serial Number, if any:

Mailing: **PO Box 471614*Miami FL 33247**
Office: 2111 SW 60 Way***Miramar FL 33023**

KEMP GROUP INTERNATIONAL CORPORATION

April 30, 2021

Kerri Anne Fisher, Purchasing Agent
City of Cooper City
PO Box 290910
Cooper City FL 33329-0910

Re: Contract No. ITB 2018-8-REC
School Crossing Guards Services
Increase of minimum wage

In reference to the above mentioned contact, we are asking the City to increase the contract billable per hour rate to \$13.74 per hour. This will increase billing rate from \$12.25 per hour to \$13.74 per hour.

This is due to the amendment that was passed on November 3rd, 2020 to increasing the minimum wage to \$10 per hour (from \$8.65 per hour) starting on September 30, 2021. This is a 15.6% per hour increase of the minimum wage.

This will be greatly appreciated. If you have any questions, please feel free to call me at 954-437-7294 or email me at kempgroupintl@aol.com.

Sincerely,



Joe Faluade
Manager

Attachment

PHONE: (954) 437-7294
FAX: (954) 437-8952
EMAIL: kempgroupintl@aol.com

Florida Minimum Wage To Increase

Effective January 1, 2021, Florida's minimum wage will increase from \$8.56 per hour to \$8.65 per hour. The direct minimum wage for tipped employees will increase from \$5.54 per hour to \$5.63 per hour. Florida employers, meanwhile, may still continue to take a tip credit of up to \$3.02 per hour for those classified as tipped employees.

However, this will not be the only minimum wage increase for 2021. In November, Florida voters passed a Constitutional Amendment which will gradually raise the minimum wage to \$15.00 per hour by 2026. Specifically, the state minimum wage will increase each September as follows:

- \$10.00 on September 30, 2021;
- \$11.00 on September 30, 2022;
- \$12.00 on September 30, 2023;
- \$13.00 on September 30, 2024;
- \$14.00 on September 30, 2025; and
- \$15.00 on September 30, 2026.

On September 30 of each year after 2026, Florida's minimum wage will again be subject to annual increases based upon the percentage increase in the federal "Consumer Price Index for Urban Wage Earners and Clerical Workers in the South Region."



CITY OF COOPER CITY, FLORIDA

Invitation to Bid

CROSSING GUARD SERVICES ITB 2018-8-REC

For information contact the Purchasing Division:

Kerri Anne Fisher - Purchasing Agent
Claudia Portocarrero - Purchasing Assistant
Tel: 954-434-4300 ext. #297
Purchasing@CooperCityFL.org

Release Date: Thursday, April 19, 2018
Due Date: Thursday, May 17, 2018

**CITY OF COOPER CITY
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the City of Cooper City, Florida, will be accepting sealed bids until 3:00PM (EST) on Thursday, May 17, 2018 from qualified companies that can provide school crossing guard services to various schools through-out the City.

**CROSSING GUARD SERVICES
ITB 2018-8-REC**

The detailed Invitation to Bid (ITB) shall be obtained online at www.DemandStar.com.

Bids must be received in the City Clerk's Office no later than 3:00PM (EST), Thursday, May 17, 2018. The outside of the envelope or box containing one (1) identified, unbound original, two (2) copies and one (1) electronic copy (CD or flash drive) of your bid must be clearly marked **"ITB 2018-8-REC, CROSSING GUARD SERVICES**.

Questions and requests for information relative to this ITB should be directed to the Purchasing Division. Please email questions to Purchasing@CooperCityFL.org.

The City Commission of the City of Cooper City reserves the right, for any reason, to reject any and all bids/bids and to make awards in the best interest of the City.

A Cone of Silence is hereby imposed prohibiting communication regarding this Invitation to Bid between a potential vendor, service provider, bidder, lobbyist, or; consultant and the City Commissioners, City's professional staff including, but not limited to, the City Manager and his staff, any member of the City's selection or evaluation committee. For further information about the Cone of Silence, please contact the City's Attorney.

CITY OF COOPER CITY
Kathryn Sims, City Clerk

Please publish one (1) time on:

Thursday, April 19, 2018

Please send invoice and proof of publication to:

Jenna Montoya, Assistant City Clerk
City of Cooper City
PO Box 290910
Cooper City, FL 33329-0910
JMontoya@CooperCityFL.org

SECTION I – INTRODUCTION AND INFORMATION

1.1 PURPOSE

The City is seeking a company to provide school crossing guard services when and where needed throughout the City. The successful bidder will be expected to provide crossing guards at the locations specified by the City and at all times when students are traveling to/from school and during requested special events. The successful bidder shall be completely responsible for the supervision of such personnel in accordance with the contract specifications, terms and conditions, and shall exercise control over such personnel employed by them to fulfill the requirements of the contract.

1.2 DUE DATE & SUBMITTALS

1.2.1 All bids are due no later than 3:00PM (EST), Thursday, May 17, 2018, or any time prior thereto, at the Office of the City Clerk located at 9090 SW 50th Place, Cooper City, FL 33328. Bids shall be opened and publicly read in the Commission Chambers, on the date and at the time specified. All bids received after that time will not be accepted and shall be returned to the Bidder.

1.2.2 Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified herein and on the attached General Conditions, Technical Specifications and Bid Form.

1.2.3 The completed, signed bid must be submitted in a SEALED ENVELOPE clearly marked with the Bid Title. Bids mistakenly opened by City staff, due to failure of the Bidder to correctly identify the package, will be rejected. Telegraphic, facsimile and email bids will not be accepted.

1.2.4 Bids received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City.

1.2.5 The City encourages early submittal of bids. Late bids will be rejected.

1.3 PRE-BID MEETING – NONE

1.4 ELIGIBILITY AND COMPETENCY OF BIDDERS

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they, or the principals assigned to the project, have successfully completed services, as specified in the Scope of Services/Technical Specifications section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work.

1.5 CONTRACT TERM

1.5.1 The contract shall be for an initial period of three (3) years commencing on the date of issuance of a Notice to Proceed. The contract may be extended for two (2) one (1) year renewals terms under the same terms and conditions, if mutually agreed upon by both parties.

1.5.2 Prior to extending any contract, and in exercising its discretion in its extension rights, the City shall review the Contractor's past performance, record of complaints, and compliance with the contract terms.

1.5.3 The form and legal sufficiency of the Contract shall be subject to the approval of the City Attorney

1.6 SUPPLY/DELIVERY LOCATION/WORK

The location(s) of the work proposed under this contract are listed in Appendix A. All work shall be completed during times stated in Appendix A, unless otherwise approved by City's designee.

1.7 PRICE

It is requested that bidders quote fixed prices that will be guaranteed to the City for a period of 90 days, commencing on the date of the Bid submission. Bidder acknowledges that, in certain circumstances, the City may require this amount of time to evaluate and award a bid.

1.8 PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED

Except for any changes in the State of Florida or Federal Minimum Wage Rates, Bidder's prices shall remain fixed and firm for the initial contract term which is thirty-six (36) months from the time of contract commencement. State of Florida or Federal Minimum Wage Rate changes shall be limited in adjustment only to the direct cost of the increase and must be passed-thru directly to the Contractor's employees. No administrative or overhead costs of any kind may be added to such increase.

After the initial contract term, bidder shall have the option to request price adjustments. Any request for price adjustments must be issued at least sixty (60) days prior to the contract anniversary date. The City will consider a price adjustment based on the most current Consumer Price Index for All Urban Consumers (CPI-U), Miami-Fort Lauderdale report as published by the U.S. Department of Labor, Bureau of Labor Statistics. It is the bidder's responsibility to request any pricing adjustment under this provision. If no price increase has been requested, the City will assume that the bidder has agreed to continue under the same price allowed in the current term. Any adjustment request received after the commencement of a new annual period may not be considered.

1.9 METHOD OF AWARD

1.9.1 The contract will be awarded to the *lowest* responsive, responsible Bidder whose Bid, conforming to the Solicitation, is most advantageous to the City. The *lowest* responsive, responsible Bidder(s) will be determined in conjunction with the methods described below. Tie Bids will be decided as described in the General Conditions.

1.9.2 Bidder must bid on all standard items listed on Bid Form to qualify for award of the contract.

1.9.3 The City reserves the right to reject all bids or any portion of any bid the City deems necessary for the best interest of the City, to accept any item or group of items unless qualified by the Bidder, to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and the City Code.

1.9.4 Bid prices should be submitted with the understanding that the City is not authorized to pay service charges, which may be imposed due to the late payment of an invoice, which has become delinquent.

1.9.5 The City shall award a contract to a Bidder through action taken by the City Commission of the City of Cooper City (the "City Commission") at a duly authorized meeting.

1.9.6 The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Bidder's Proposal, the Contract referenced and the task orders are collectively an integral part of the contract between the City and the successful Bidder.

1.9.7 While the City Commission may determine to award a contract to a Bidder(s) under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in the Bid Form of this solicitation. The Bidder shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form(s) required by the City. If the Bidder is in default, the City, through the Purchasing Agent, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

1.9.8 The City reserves the right to automatically extend the contract for a maximum period not to exceed one hundred and eighty (180) calendar days, in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the City shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Bidder hereby acknowledges and agrees to this right of the City.

1.10 INVOICES/PAYMENT

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

In accordance with Florida Statute 255.078, for contracts for construction services, Cooper City will withhold 10% retainage on each progress payment until all work is 50% complete. Once 50% complete, the rate of retainage shall be reduced to 5%. Retainage is calculated on the total contract cost which includes any change orders pre-approved by the City.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. BIDDERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed MONTHLY to Accounting@CooperCityFL.org, or sent via US Mail to City of Cooper City, P.O. Box 290910, Cooper City, FL 33329-0910. All invoices must reference the applicable task order and/or Bid number.

1.11 INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact the Purchasing Division via telephone at (954) 434-4300 x #297 or email Purchasing@CooperCityFL.org. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum.

All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid Schedule. No part of your bid can be submitted via fax or e-mail.

1.12 OPTIONAL CONTRACT USAGE/PIGGYBACK STATEMENT

Contractor is requested to indicate on the Bid if they will extend the pricing, terms and conditions of this bid to other government agencies, if the Contractor is the successful vendor. If the successful vendor agrees to this provision, participating agencies may enter into a contract with the successful vendor for the purchase of the service and commodities described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City. Minor changes in terms and conditions may be negotiated by participating agencies following the award of this contract.

[END OF SECTION]

SECTION II – SOLICITATION SCHEDULE

Item	Date
Release Bid	Thursday, April 19, 2018
Last Date for Receipt of Questions of a Material Nature	Thursday, May 10, 2018
BIDS DUE (Prior to 3:00PM EST)	3:00PM EST, Thursday, May 17, 2018
Recommendation of Award issued to City Commission	Tuesday, June 5, 2018
Anticipated Award of Contract by City Commission	Tuesday, June 19, 2018

[END OF SECTION]

SECTION III - GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Cooper City Finance Department - Purchasing Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Conditions, Technical Specifications, Instructions, Bid Pages, Addenda, and Legal Advertisement.

3.0 SPECIAL CONDITIONS

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

3.1 BID TABULATIONS

Bidders desiring a copy of the bid tabulation may obtain one online at www.DemandStar.com.

3.2 NO BID

If not submitting a bid, please respond by returning a statement indicating your reason. Repeated failure to respond without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list. NOTE: In order to qualify as a respondent, a Bidder shall submit a "no bid" and same shall be received no later than the stated bid opening date and hour.

3.3 BILLING INSTRUCTIONS

Invoices, unless otherwise indicated, shall show any applicable purchase order number, task order, and respective Bid number and shall be submitted to the Accounts Payable division of Finance located at P.O. Box 290910, Cooper City, FL 33329-0910, with the requesting Department labeled on the mailing envelope. Invoices may be emailed to Accounting@CooperCityFL.org.

3.4 TAXES

The City is exempt from Federal Excise and State taxes. The applicable tax exemption number shall be printed on the task order, Purchase Order, or other authorizing City Document.

3.5 EQUIVALENTS

If Bidder offers makes of equipment or brands of supplies other than those specified in the Invitation to Bid, he shall so indicate on his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed the minimum quality standards listed in the specifications.

Bidder shall indicate on the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. OTHER THAN SPECIFIED ITEMS OFFERED REQUIRES COMPLETE DESCRIPTIVE TECHNICAL LITERATURE MARKED TO INDICATE DETAIL(S) CONFORMANCE WITH SPECIFICATIONS AND SHALL BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.

Lacking any written indication of intent to quote an alternate brand or model number, the bid shall be considered as a bid in complete compliance with the specifications as listed on the attached form.

3.6 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so shall be at the Bidder's risk. In the case of a discrepancy in computing the total amount of the bid, the UNIT PRICE quoted shall govern.

3.7 CONDITIONS AND PACKAGING

It is understood and agreed that any item offered or shipped as a result of this bid shall be latest and most current production model at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid shall be new, the latest model, of the best quality, and highest grade workmanship.

3.9 CANCELLATION

In the event that any of the provisions of this bid are violated by the contractor, the Purchasing Agent shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City Commission reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party and may provide for additional rights and remedies pursuant to Section 3.38/3.39. The City Commission may delegate this authority to the City Manager.

3.10 PROTESTS, APPEALS AND DISPUTES

Protests shall be submitted in writing to the Purchasing Agent no later than five (5) working days prior to scheduled award by the City. Should the matter not be resolved to the satisfaction of the Bidder, the appeal shall be heard by the City Commission. The Purchasing Agent shall act as the City's representative, in the issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence relating to the bidding process. All costs accruing from a Bid or award challenge shall be assumed by the challenger. The decision of the City Commission shall be final and conclusive. The City Commission's decision shall be binding on all parties concerned, subject to review only on the grounds that it constitutes arbitrary action, in a court of competent jurisdiction in Broward County in accordance with laws of the State of Florida.

3.11 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

If the Bidder is awarded a contract under this bid solicitation, the prices quoted by the Bidder on the Bid Form shall remain fixed and firm during the term of the contract; provided however, that the Bidder may offer incentive discounts from the fixed price to the City at any time during the contractual term. Price adjustments may be allowed on multi-year term contracts (See Section 1.7 for details).

3.12 COMPLETE PROJECT REQUIRED

Contractor shall complete the work outlined in the Scope of Work as well as any future task orders. Completed work shall meet all specifications identified therein. Failure to list any item or classes under the Scope of Work shall not relieve the contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary for the satisfactory completion of the project

3.13 PRICES QUOTED

Bidder shall deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices shall be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices shall be F.O.B. / C.I.F. destination, freight prepaid (unless otherwise stated in special conditions). Award, if made, shall be in accordance with terms and conditions stated herein. Each item shall be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered shall not be a consideration in determination of award of bid(s).

3.14 UNDERWRITERS' LABORATORIES (the "UL")

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.

3.15 NON-CONFORMANCE TO CONTRACT CONDITIONS

Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or Purchase order or Task Order may be purchased on the open market with any increase in cost charged to the Bidder. Any violation of these stipulations may also result in:

- a. Vendor's name being removed from the vendor list;
- b. All City Departments being advised not to do business with vendor.

3.16 DISPUTES

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

3.17 LEGAL REQUIREMENTS

Federal, state, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

3.18 PATENTS AND ROYALTIES

The Bidder, without exception, shall indemnify and hold harmless the City of Cooper City, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Cooper City, Florida. If the Bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

3.19 OSHA

The Bidder warrants that the product supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for same.

3.20 ANTI-DISCRIMINATION

The Bidder certifies that he/she is in compliance with the non-discrimination clause contained in Florida State Statute Section 202, Executive Order 11246, as amended by Executive Order 11375 and applicable laws relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

3.21 DEFAULT

In the event of default on a contract, the Contractor shall pay all attorneys' fees and court costs incurred by City in collecting any liquidated damages. The City further reserves the right to retain any bonds issued with the Bid.

3.22 SUBSTITUTIONS

The City SHALL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their bid once awarded. Any substitute shipments shall be returned at the Bidder's expense.

3.23 BIDDER'S FACILITIES

The City reserves the right to conduct site visits to Contractor's business location(s) at any time with prior notice and/or may request that Contractor participate in live presentations. The selection of a Contractor may be based wholly or in part upon the results of site visits or live presentations.

3.24 DISCLAIMER

The City may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City's requirements shall not be considered. After all bids are analyzed, organizations submitting bids that appear, solely in the opinion of the City, to be the most competitive, shall be submitted to the City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City. The selection by the City shall be based on the bid, which is, in the sole opinion of the City Commission, in the best interest of the City. The issuance of this bid constitutes only an invitation to make presentations to the City. The City reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the City shall have no liability to any contractor for any costs or expense, incurred in connection with this bid or otherwise.

3.25 EVIDENCE

The submission of a Bid shall be prima facie evidence that the Contractor is familiar with and agrees to comply with the contents of this Bid.

3.26 DEMONSTRATION OF COMPETENCY

3.26.1 Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids shall only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this Bid. Bidders shall be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City.

3.26.2 The City shall consider any available evidence regarding the financial and technical qualifications and abilities of a Bidder as well as past performance (experience) with the City and any and all other evidence the City deems pertinent in making the award in the best interest of the City.

3.26.3 The City may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Bid may render the Bid non-responsive.

3.26.4 The City may, during the term of the Contract between the City and the Contractor is in force, review the Contractor's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Contractor's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the Contractor no longer possesses the financial support, equipment and organization which would have been necessary during the term of the Contract in order to comply with this demonstration of competency section.

3.27 ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title 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.

3.28 INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Bidder and persons employed or utilized by the Bidder in the performance of the Contract.

3.29 NON-EXCLUSIVE

The City retains the right to procure services from other providers.

3.30 SUNSHINE LAW

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Bidder acknowledges that the materials submitted with the Bid and the results of the City evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

3.31 FORCE MAJEURE

The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time where either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party. However, the City shall have the right to provide substitute service from third parties or City forces

and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement resulting from the Bid.

3.32 COLLUSION

By offering a submission pursuant to this Invitation to Bid, the Bidder certifies the Bidder has not divulged, discussed, or compared his Bid with other Bidders and has not colluded with any other Bidder or parties to this Bid whatsoever. The Bidder certifies, and in the case of a joint bid, each party thereto certifies, as to his own organization, that in connection with this Bid:

3.32.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.

3.32.2 Any prices and/or cost data quoted for this Bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening, directly or indirectly to any other Bidder or to any competitor.

3.32.3 No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

3.32.4 The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.

3.32.5 No person or agency has been employed or retained to solicit or secure the award of the bid upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except for bona fide employees maintained by the Bidder.

3.33 CONE OF SILENCE

- A. Definitions: "Cone of Silence," as used herein, means a prohibition on any communication regarding this Invitation to Bid/Invitation to Bid between:
 - i. a potential vendor, service provider, Bidder, lobbyist, or consultant, and;
 - ii. the City Commissioners, City's professional staff including, but not limited to, the City Manager and his staff, any member of the City's selection or evaluation committee.

- B. Restriction; Notice: A Cone of Silence shall be imposed upon each solicitation after its advertisement. At the time of imposition of the Cone of Silence, the City Manager or his designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. Additional notice thereof shall be provided to the affected departments, and to each City Commissioner. The City may include a statement disclosing the requirements of this section in any public solicitation for goods or services.

- C. Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether regular or special meeting) at which the City Manager makes a written recommendation to the City Commission for the award of the Contract. However, if the City Commission refers back to the City Manager or staff for further information, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

- i. Oral communications at pre-solicitation meetings;
- ii. Oral presentations before selection or evaluation committees;
- iii. Public presentations made to the City Commissioners during any duly noticed public meeting; Communications in writing at any time with any City employee, unless specifically prohibited by the applicable solicitation documents; in which case the Bidder shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
- iv. Communications regarding a particular solicitation between potential vendor, service provider, Bidder, lobbyist or consultant and the City's Purchasing Division or City employee designated responsible for administering the

procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

- D. Penalties: Violation of this section by a particular Bidder shall render any award to said Bidder potentially void by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.
- E. Clarification: Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

3.34 ELIGIBILITY

All agents, employees and subcontractors of the Bidder retained to perform services pursuant to this bid shall comply with all laws of the United States concerning work eligibility.

3.35 TIE BIDS/PREFERENCE

Whenever two or more Bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

3.35.3 Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

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

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

3.35.6 Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3.36 SPOT MARKET PRICING: N/A

3.37 PROPERTY

Property owned by the City is the responsibility of the City. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

3.38 TERMINATION FOR DEFAULT

If Contractor defaults in its performance under the Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate the Contract, in whole or in part, upon written notice without penalty to the City. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if,

(1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for convenience of the City under Section 3.39.

3.39 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice, when it is in the best interest of the City. If the Contract is for supplies, products, equipment or software, and is terminated for convenience by the City, the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that the Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

3.40 CONFIDENTIALITY

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

3.41 GOVERNING LAW AND VENUE

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Broward County, Florida.

3.42 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Bid or the resulting Contract will be deemed or construed to create a partnership or joint venture between the City and Contractor, or to create any other similar relationship between the parties.

3.43 AUDITS

The City shall have access to all books, records, and documents of the Contractor which directly relate to the work to be performed for the purpose of inspection and auditing upon reasonable written notice during normal business hours at the office of the Contractor or at some location mutually agreed upon by the City and the Contractor.

3.44 PUBLIC RECORDS:

- A. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor 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, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- B. Upon request from the City custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- F. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

G. In accordance with Section 119.0701(1)(a), Florida Statutes, **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 CUSTODIAN OF PUBLIC RECORDS:**

KATHRYN SIMS, CITY CLERK
CITY OF COOPER CITY
9090 SW 50 PLACE
COOPER CITY, FL 33328
954-434-4300 x #291
KSIMS@COOPERCITYFL.ORG

[END OF SECTION]

SECTION IV – SPECIAL CONDITIONS

4.1 GENERAL CONDITIONS

The General Conditions shown above (Section III) are modified as follows.

4.2 TIME OF COMPLETION - NOT APPLICABLE

Time is a very important factor in the performance of this work. Upon issuance of each task order by the using agency, the work performed under this Contract shall be commenced upon and complete within sixty (60) calendar days. Failure to achieve timely and substantial and/or final completion shall be regarded as a breach of this Contract and subject to appropriate remedies including but not limited to liability for liquidated damages.

4.3 INSURANCE

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor or any person the Contractor has designated in the completion of the contract as a result of his or her bid.

Contractors shall furnish insurance certificates indicating satisfactory insurance coverage at its sole cost and expense, maintain in full force and effect during the term of the agreement, policies of insurance of the type and in the minimum amounts stated below. Such policy close(s) shall be issued by an insurer of recognized responsibility and rated no less than "A" by the A.M. Best Company or similar insurance rating firm. Such policy close(s) shall contain appropriate cross liability clauses, be primary without right of contribution, and shall provide that the City shall be given 30-days advance written notice in the event of cancellation, termination or modification which materially restricts the coverage thereof.

Prior to the execution of this agreement, Contractor shall provide the City with a certificate of insurance and a copy of the policy endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured to the extent of the contractual obligation assumed by the Bidder.

4.3.1 Comprehensive General Liability Insurance - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$3,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractor's coverage.

Bidder must provide a copy of the Declaration of Coverage Page containing the policy forms and any exclusions of General Liability.

4.3.2 Workers' Compensation Insurance - Contractor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City and its agents, employees and officials.

Proof of Workers Compensation Insurance or Exemption shall be provided, as described in Attachment

4.3.3 Comprehensive Automobile Liability Insurance - Contractor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.

4.3.4 Professional Liability (Errors & Omissions) - Contractor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit. The Bidder shall either require of its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Bidder's own policies.

4.3.5 Builder's Risk Insurance - NOT REQUIRED FOR THIS BID - The coverage shall be "All Risk" coverage for 100 percent of the completed value, covering the City, as a named insured, with a deductible of not more than Five Thousand Dollars (\$5,000.00) per claim and the Contractor specifically agrees to pay all deductibles. The Policy must provide that the Builder's Risk coverage will continue to apply until final acceptance of the Project by City.

The Contractor must submit, prior to commencement of any work, a Certificate of Insurance showing the City of Cooper City as additional insured for the insurance required in sections 4.3.1 and 4.3.3 above.

The Contractor shall either require its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Contractor's own policies.

4.4 PERMITS, FEES AND NOTICES

4.4.1 The City shall pay all CITY OF COOPER CITY'S PERMIT FEES required to complete the project; however, the Successful Bidder shall secure and be responsible for obtaining any and all permits and licenses necessary for the proper execution and completion of the work. The Successful Bidder shall use their best efforts to obtain all necessary permits as soon as possible after the date of Contract award. Any delays in obtaining permits must be brought to the attention of the purchasing division and using department without delay.

4.4.2 The Successful bidder shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The CITY shall not be responsible for monitoring the Successful Bidder's compliance with any laws or regulations.

4.4.3 The Successful bidder shall secure, complete and file with the Clerk of Courts of Broward County, a Certified Notice of Commencement required per chapter 96-838, Laws of Florida. This notice must be on file with the City of Cooper City Building Department, and be displayed on the job site prior to the first inspection.

4.5 BONDS

4.5.1 PERFORMANCE/PAYMENT BOND - NOT REQUIRED FOR THIS BID

All task orders that exceed \$100,000 will require, upon award, a 100% Performance Bond which may be in the form of a Cashier's Check, made payable to the City (please note that cashier's checks will be deposited into an escrow account for the term of the bid); or a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be issued from a bank located in Broward County, be in the full amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City. The City, to draw on same, would have to give written notice to the bank with a copy to the successful Bidder.

4.5.2 BID BOND - NOT REQUIRED FOR THIS BID

Bids **MUST** be accompanied by a Bid security made payable to the City in an amount equal to five percent (5%) of the Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond (Attachment O) issued by an authorized surety.

The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security (Public Construction Bond) and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required security within 15 days of the issuance of the Notice of Award, the City may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder shall be forfeited. Such forfeiture shall be City's exclusive remedy if Bidder defaults. The Bid security of Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective date of the Agreement or 61 days after the Bid opening, whereupon the Bid security furnished by such Bidders will be returned.

The Bid security of Bidders whom the City believes do not have a reasonable chance of receiving the award will be returned within 21 days after the Bid opening.

4.6 VARIANCES

While the City allows Contractors to take variances to the solicitation terms, conditions, and specifications, the number and extent of variances taken shall be considered in determining bid responsiveness and in allocating bid evaluation points.

4.7 INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

4.8 SELLING, TRANSFERRING OR ASSIGNING CONTRACT

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City Attorney, or City Attorney's designee.

4.9 SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract shall be available for the entire contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause.

4.10 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

4.11 CONTRACTORS' COSTS

The City shall not be liable for any costs incurred by bidders in responding to this solicitation.

4.12 INVOICES/PAYMENT

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. BIDDERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed MONTHLY to Accounting@CooperCityFL.org, or sent via US Mail to City of Cooper City, P.O. Box 290910, Cooper City, FL 33329-0910. All invoices must reference the applicable task order and/or Bid number.

The City shall accept original invoices no more frequently than once per month. Each invoice shall fully detail the hourly costs and all related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

4.13 DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion. If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor shall submit a revised budget to the City for approval prior to proceeding with the work.

4.14 REQUESTS FOR MODIFICATION

The City reserves the right to request that the Bidder modify his bid to more fully meet the needs of the City.

4.15 BID ACKNOWLEDGMENT

By submitting a bid, the bidder certifies that he has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed.

4.16 REQUESTS FOR ADDITIONAL INFORMATION BY CITY

The bidder shall furnish such additional information as the City may reasonably require. This includes information, which indicates financial resources as well as ability to provide the product(s) and/or services. The City reserves the right to make investigations of the qualifications of the bidder as it deems appropriate, including but not limited to, a background investigation conducted by the Broward Sheriff's Office.

4.17 ACCEPTANCE/REJECTION/MODIFICATION TO BIDS

The City reserves the right to negotiate modifications to bids that it deems acceptable, reject any and all bids, and to waive minor irregularities in the bids.

4.18 ALTERNATE BIDS

An alternate bid is viewed by the City as a bid describing an approach to accomplishing the requirements of the Request for Bid which differs from the approach set forth in the solicitation.

An alternate bid may also be a second bid submitted by the same bidder which differs in some degree from its basic or prime bid.

Alternate bids may be in the area of technical approach, or other provisions or requirements of the solicitation.

The City shall, during the initial evaluation process, consider all alternate bids submitted.

4.19 ADDENDUM OR AMENDMENT TO REQUEST FOR BID

If it becomes necessary to revise or amend any part of this Request for Bid, the City's Purchasing Agent shall furnish the revision by written Addendum and will place it on the City's website.

4.20 PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all bidders should be aware that Invitation to Bid and the responses are in the public domain. However, the bidders are required to *identify specifically* any information contained in their bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All bids received from bidders in response to this Request for Bid will become the property of the City and will not be returned to the bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the City.

4.21 RECORDS RETENTION

The Contractor awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this solicitation. All records, documents and information collected and/or maintained by others in the course of the administration of the agreement shall be transferred to electronic data storage media and copies given to the City to retain for its use. This information shall be made

accessible at the awardees place of business to the City, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.

4.22 CONTRACT DOCUMENT

The entire contents of this Invitation to Bid, along with the Bidder's Bid and any subsequent task orders or change orders, are collectively an integral part of the contract between the City and the Contractor.

4.23 PERFORMANCE STANDARDS

If it is determined that the Contractor did not perform the work and/or does not comply with the specifications after inspection has been made by the City's Designee, one of the following actions will be taken, if Contractor has not corrected the deficiencies within 24 hours of notification by City's designee:

- i. The Contractor's invoice will be deducted by the amount bid for the deficient location, **OR;**
- ii. the Contractor will be billed, or have deducted, the total cost of labor, materials and equipment required for the City or another Contractor to perform the work due.

4.24 LIQUIDATED DAMAGES – NOT APPLICABLE

Liquidated damages of \$250 per day will be deducted from the contract sum for the unit cost of service for each calendar day elapsing beyond the specified time for completion for each scheduled service visit without prior approval for an extension from the City's Designee.

[END OF SECTION]

SECTION V - SCOPE OF WORK / TECHNICAL SPECIFICATIONS

5.1 SCOPE OF WORK

The City is seeking a company to provide school crossing guard services when and where needed throughout the City. The successful bidder will be expected to provide crossing guards at the locations specified by the City and at all times when students are traveling to/from school and during requested special events. The successful bidder shall be completely responsible for the supervision of such personnel in accordance with the contract specifications, terms and conditions, and shall exercise control over such personnel employed by them to fulfill the requirements of the contract.

5.2 CURRENT POSTS

The City currently utilizes crossing guards at the assigned posts throughout the City as identified in Appendix A. The City reserves the right to add additional posts as deemed necessary at any time throughout the contract.

5.3 SPECIAL REQUIREMENTS

5.3.1 Run a criminal background check all on all employees or contract personnel employed for any assignments to the City. Eligible employees shall have no felony convictions nor any offenses listed on Florida Department of Children and Family Affidavit of Good Moral Character as listed in Appendix B.

5.3.2 Mandate that all employees report any criminal charges brought against them immediately as they may occur. It will be required to immediately notify the City upon receipt of such information.

5.3.3 Provide employees who are neat, clean, well-groomed and courteous. All employees must be at least twenty-one (21) years of age. It will be required to remove any employee if requested by the City and substitute with an acceptable employee.

5.3.4 Ensure all employees have completed all required training before being assigned to the City. Provide the City with a list of names and evidence of such training for all Crossing Guards, backup Crossing Guards and Field Supervisors. Changes to the list are to be provided to the City as they occur.

5.3.5 Ensure that adequate employees are available for the backup of any crossing guard in case of absenteeism. Each backup shall be fully trained and familiar with the specific crossing guard location.

5.3.6 Obtain the school calendar from Broward County Public Schools and provide crossing guards during all times that school is in session at the applicable times of day, including Early Release Days and Professional Study Days.

5.3.7 All assigned crossing guards must maintain safe control of pedestrian traffic by utilizing the knowledge, skills, ability and trainings.

5.3.8 All crossing guards must be present at assigned areas at required times. Crossing guards shall not leave their assigned area unattended at any time during their required shift times.

5.3.9 All crossing guards are to complete necessary reports for incidents and report to their Supervisor immediately. Such incident reports should be sent to the City's representative as identified in contract.

5.3.10 All crossing guards shall maintain a high level of professionalism at all times while on duty.

5.3.11 All employees must wear proper uniforms at all times while on duty.

5.3.12 Field supervisors must be knowledgeable of the specification requirements and post instructions to ensure strict compliance by assigned Crossing Guard at each post.

5.3.13 Field supervisors are responsible to schedule relief for Crossing Guard breaks, absences or any other occurrences.

5.3.14 Field supervisors are responsible to ensure that assigned areas are staffed at all times and not left abandoned.

5.4 TRAINING

In accordance with Florida Statute 316.75, School Crossing Guard Act, the successful bidder shall guarantee that all persons employed as Crossing Guards and/or Field Supervisors successfully complete training for their respective positions. Training shall be provided following the standards and guidelines established by the State of Florida Department of Transportation,

The successful bidder shall also provide at least one (1) training/re-training session per year, and any additional training that may be needed throughout the contract term.

5.5 EQUIPMENT AND UNIFORMS

The successful bidder shall provide all equipment necessary for Crossing Guards to perform their assigned duties including, but not limited to safety vests, fluorescent gloves, hand-held stop signs and whistles.

The successful bidder shall also provide Crossing Guards with an approved uniform that includes a shirt, shoes, pants or shorts, hat, coat and raincoat. All shirts and coats must clearly display the company name and employee name.

Bidder shall ensure photo identification is carried by all employees at all times.

5.6 SPECIAL EVENTS

The successful bidder shall provide pedestrian traffic Crossing Guards for requested City special events. The City will provide the specific dates and post assignments for these events when known to the City. In addition to the requested number of Crossing Guards for the Special Event, one (1) Field Supervisor shall be assigned and remain on site. The City will provide at least a fourteen (14) day advanced notice of the requirement. The City will guarantee a minimum of three (3) hours per position, per event.

5.7 FEES & COSTS

The Bidder's hourly rate for the following positions shall include, but not be limited to all labor, supervision, benefits, travel, insurance, equipment/materials, uniforms, and any other contractor expenses incurred in performing the work specified.

The City expects the hourly rate paid to all employees by the successful bidder to be consistent with neighboring communities that provide similar public or privatized services.

Estimated annual hours are provided below; however, the City does not guarantee the number of hours in this contract.

Position	Total # of Guards	Hours per Day	# of Days	Total Hours
Crossing Guard	19	2	178	6,764
Field Supervisor	2	3	178	1,068
Special Event Crossing Guard *	14	4	1	56
Special Event Field Supervisor *	1	4	1	4

* Special event hours are based on Fiscal Year 17/18 event and are subject to change.

[END OF SECTION]

Attachment A
(Page 1 of 5)

City of Cooper City, Florida

Bid Form

CROSSING GUARD SERVICES ITB 2018-8-REC

Bids Due: Thursday, May 17, 2018

For information contact the Purchasing Division:

Kerri Anne Fisher - Purchasing Agent
Claudia Portocarrero - Purchasing Assistant
Tel: 954-434-4300 ext. #297
Purchasing@CooperCityFL.org

Released Date: Thursday, April 19, 2018

Submitted by: _____
(Company name)

Attachment A
(Page 2 of 5)

Project: CROSSING GUARD SERVICES
Contract Identification: ITB 2018-8-REC
Bids submitted to: Office of the City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, Florida, 33328

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Bidder accepts all of the terms and conditions of the advertisement of Invitation to Bid and Instruction to Bidders including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for 90 days from the date of the bid opening. Bidder will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement that:
 - a. Bidder has examined copies of all plans, and bidding documents, contract specifications and instruction to bidders.
 - b. Bidder has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
 - c. Bidder has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
 - d. Bidder has correlated the results of his studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
 - e. Bidder has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Bidder.
 - f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or the City.
4. **Bid Copies**
ONE (1) ORIGINAL, TWO (2) COPIES and ONE (1) ELECTRONIC COPY (Flash Drive or CD) of the Bid should be submitted to the City of Cooper City, City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk. If by US mail, Bids shall be submitted to PO Box 290910, Cooper City, Florida 33329-0910.
5. **Addenda, Additional Information-Contact with City Staff**
Any addenda or answers to written questions supplied by the City to participating Bidders become part of this Invitation to Bid and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

No negotiations, decisions or actions shall be initiated or executed by the Bidder as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from bidder that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the bidder.

Attachment A
(Page 3 of 5)

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Division. Questions must be emailed to Purchasing@CooperCityFL.org, who may respond in kind with copies to all Bidders. **The deadline for submission of questions is 5:00PM, Thursday, May 10, 2018.**

The successful bidder shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful bidder prior to recommendation of award and presentation to the City Commission. IN MOST CASES THE AWARDED BID WILL SERVE AS THE CONTRACT.

6. Summary of Documents to be submitted with Bid:

- a. Bid Form
- b. Reference Form
- c. Public Entity Crimes (PEC) Form
- d. ADA Affidavit
- e. Business Entity Affidavit
- f. Bidder's Foreign (Non-Florida) Corporate Statement (If Not Applicable, please write N/A across the document, bidder's legal name, and sign)
- g. W-9, Request for Taxpayer Identification Number
- h. Proof of Workers Compensation Insurance or Exemption
- i. Proof of Liability Insurance
- j. Ownership Disclosure Affidavit
- k. Drug-Free Workplace Certificate
- l. Employee Background Verification Affidavit
- m. Applicable business and professional licenses

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Attachment A
(Page 4 of 5)

Vendor/ Bidder Contact Information

Name of Company: _____

Address: _____

Primary Contact: _____

Title: _____

Tel: _____ Fax: _____

Email Address (Required): _____

Alternate Contact: _____

Title: _____

Tel: _____ Fax: _____

Email Address (Required): _____

Company's Website: _____

Remit to Address (if different from above): _____

Remit to Contact: _____

Attachment A
(Page 5 of 5)

PRICING SHEET
CROSSING GUARD SERVICES

The undersigned Bidder proposes to provide Crossing Guard Services in accordance with the specifications contained herein as follows:

Hourly Rate for Crossing Guard: \$ _____

Hourly Rate for Field Supervisor: \$ _____

Piggyback Statement

In accordance with Section 1.12, Optional Contract Usage/Piggyback Statement, please indicate Bidder's willingness to extend the pricing, terms and conditions of this bid to other governmental agencies.

_____ YES, other governmental agencies may piggyback this Agreement.

_____ NO, other governmental agencies may NOT piggyback this Agreement.

Submitted by:	_____
	(Print)
Authorized Signature:	_____
	(Sign)
Company Name:	_____
Date:	_____

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____	
	<i>Name of person making statement</i>

	<i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	_____
	<i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	OR Produced Identification _____
Type of Identification Produced	_____

Attachment B

REFERENCES

1. CLIENT NAME(Company/Entity): _____
ADDRESS: _____

CONTACT NAME: _____
CONTACT'S TITTLE: _____
TELEPHONE: _____
E-MAIL (REQUIRED): _____

2. CLIENT NAME (Company/Entity): _____
ADDRESS: _____

CONTACT NAME: _____
CONTACT'S TITTLE: _____
TELEPHONE: _____
E-MAIL (REQUIRED): _____

3. CLIENT NAME (Company/Entity): _____
ADDRESS: _____

CONTACT NAME: _____
CONTACT'S TITTLE: _____
TELEPHONE: _____
E-MAIL (REQUIRED): _____

This page shall be completed IN FULL and submitted with your bid.

ATTACHMENT C

(Page 1 of 2)

**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 the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____).

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 misrepresentations.

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, non-jury 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 entity 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 provision 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.

ATTACHMENT C
(Page 2 of 2)

6. Based on information and belief, the statement, which I have marked below, is true in relations 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, or agents who are active in the management of the entity, nor any 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, or agents who are active in the management of the 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, or agents who are active in the management of the 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 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 CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____	
	<i>Name of person making statement</i>
	_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	OR Produced Identification _____
Type of Identification Produced _____	

ATTACHMENT D

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

I, being duly first sworn state:
That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____	
	<i>Name of person making statement</i>

	<i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	_____
	<i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	OR Produced Identification _____
Type of Identification Produced _____	

Attachment F

FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM
DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority form the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):
 - _____ (a) Maintaining, defending, or settling any proceedings.
 - _____ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - _____ (c) Maintaining bank accounts.
 - _____ (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
 - _____ (e) Selling through independent contractors.
 - _____ (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders
 - _____ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - _____ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - _____ (i) Transacting business in interstate commerce.
 - _____ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - _____ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - _____ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - _____ (m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

- (3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm in NOT a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
- (II) _____ Sole Proprieties of Self Employed

NOTE: This sheet **MUST** be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

BIDDER'S LEGAL NAME

Attachment G

Form **W-9**
 (Rev. December 2014)
 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.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

C Corporation S Corporation Partnership Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) Requester's name and address (optional)

6 City, state, and ZIP code www.....

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 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 instructions for line 1 and 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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 on page 3.

Sign Here Signature of U.S. person ▶ [Click Here to Sign](#) Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
 If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
 By signing the filled-out form, you:
 - Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - 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, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Attachment H

**REQUEST FOR PROOF OF
WORKERS COMPENSATION INSURANCE OR EXEMPTION**

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers compensation coverage or proof of exemption.

Workers compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <http://fldfs.com/WC/forms.html>.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers compensation insurance as per the requirements as outlined above, you must complete the attached Workers Compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.fajia.com, www.piafl.org/wc-info.pdf, or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, Workers Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Division located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to Purchasing@CooperCityFL.org.

ATTACHMENT I

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Signature of Affiant

Print Name

Date

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____
Name of person making statement

Signature of Notary Public - State of Florida

(NOTARY SEAL) _____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ **OR** Produced Identification _____
Type of Identification Produced _____

ATTACHMENT J

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, **(print or type name of firm)**

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

Signature of Affiant

Print Name

Date

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____	
	<i>Name of person making statement</i>
	_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	OR Produced Identification _____
Type of Identification Produced _____	

ATTACHMENT K

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, _____ of _____, attest that all personnel used in
(Print Name) (Company Name)
the performance of this work have had a criminal background check with a passing grade and have
been drug tested with a passing grade and are legally documented to work in the United States.

Signature of Affiant

Print Name

Date

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____
Name of person making statement

(NOTARY SEAL) _____
Signature of Notary Public - State of Florida

Name of Notary Typed, Printed, or Stamped

Personally Known _____ **OR** Produced Identification _____
Type of Identification Produced _____

APPENDIX A CURRENT POST ASSIGNMENTS

School	Post	Time	Early Release	Professional Study Day
Griffin Elementary (2)	SW 116 Avenue / SW 50th Court	7:00 am - 8:00 am	7:00 am - 8:00am	N/A
		1:50 pm - 2:35 pm	11:50 am - 12:35 pm	
	SW 118 Avenue / SW 50th Street	7:00 am - 8:00 am	7:00 am - 8:00am	N/A
		1:50 pm - 2:35 pm	11:50 am - 12:35 pm	
Embassy Creek Elementary (8)	SE Lake Blvd / Hiatus	7:00 am - 8:00 am	7:00 am - 8:00am	N/A
		1:50 pm - 2:35 pm	11:50 am - 12:35 pm	
	SE Lake Blvd / Hiatus	7:00 am - 8:00 am	7:00 am - 8:00am	N/A
		1:50 pm - 2:35 pm	11:50 am - 12:35 pm	
	SE Lake Blvd / Hiatus	7:00 am - 8:00 am	7:00 am - 8:00am	N/A
		1:50 pm - 2:35 pm	11:50 am - 12:35 pm	
	SE Lake Blvd / Stonebridge Pkwy	7:00 am - 8:00 am	7:00 am - 8:00am	N/A
		1:50 pm - 2:35 pm	11:50 am - 12:35 pm	
	SE Lake Blvd / Embassy Court	7:00 am - 8:00 am	7:00 am - 8:00am	N/A
		1:50 pm - 2:35 pm	11:50 am - 12:35 pm	
	SE Lake Blvd / Embassy Drive	7:00 am - 8:00 am	7:00 am - 8:00am	N/A
		1:50 pm - 2:35 pm	11:50 am - 12:35 pm	
	SE Lake Blvd / 10900 Blk.	7:00 am - 8:00 am	7:00 am - 8:00am	N/A
		1:50 pm - 2:35 pm	11:50 am - 12:35 pm	
	London Street / Embassy Drive	7:00 am - 8:00 am	7:00 am - 8:00am	N/A
		1:50 pm - 2:35 pm	11:50 am - 12:35 pm	
Cooper City Elementary (5)	9200 Block - SW 51 Street	7:00 am - 8:00 am	7:00 am - 8:00am	N/A
		1:50 pm - 2:35 pm	11:50 am - 12:35 pm	
	9100 Block - SW 51 Street	7:00 am - 8:00 am	7:00 am - 8:00am	N/A
		1:50 pm - 2:35 pm	11:50 am - 12:35 pm	
	9000 Block - SW 51 Street	7:00 am - 8:00 am	7:00 am - 8:00am	N/A
		1:50 pm - 2:35 pm	11:50 am - 12:35 pm	
	SW 92 Ave - SW 50 Place	7:00 am - 8:00 am	7:00 am - 8:00am	N/A
		1:50 pm - 2:35 pm	11:50 am - 12:35 pm	
	91 Block - SW 50 Place	7:00 am - 8:00 am	7:00 am - 8:00am	N/A
		1:50 pm - 2:35 pm	11:50 am - 12:35 pm	
Pioneer (3)	SW 90 Ave / SW 53 Street	8:00 am - 9:00 am	8:00 am - 9:00 am	N/A
		3:20 pm - 4:05 pm	1:20 pm - 2:05 pm	
	SW 90 Ave / SW 54 Place	8:00 am - 9:00 am	8:00 am - 9:00 am	N/A
		3:20 pm - 4:05 pm	1:20 pm - 2:05 pm	
	SW 90 Avenue / Stirling Road	8:00 am - 9:00 am	8:00 am - 9:00 am	N/A
		3:20 pm - 4:05 pm	1:20 pm - 2:05 pm	
Cooper City High School (1)	9300 Block / Stirling Road	6:30 am - 7:30 am	6:30 am - 7:30 am	6:30 am - 7:30 am
		2:20 pm - 3:05 pm	12:20 pm - 1:05 pm	11:20 am - 12:05 pm



APPENDIX B CHILD CARE AFFIDAVIT OF GOOD MORAL CHARACTER

State of Florida

County of _____

Before me this day personally appeared _____ who, being duly sworn, deposes and says:
(Applicant's/Employee's Name)

As an applicant for employment with, an employee of, a volunteer for, or an applicant to volunteer with _____, I affirm and attest under penalty of perjury that I meet the moral character requirements for employment, as required by Chapter 435 Florida Statutes in that:

I have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of the Florida Statutes or under any similar statute of another jurisdiction for any of the offenses listed below:

Relating to:

- Section 393.135 sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
- Section 394.4593 sexual misconduct with certain mental health patients and reporting of such sexual misconduct
- Section 415.111 adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
- Section 741.28 criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
- Section 782.04 murder
- Section 782.07 manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
- Section 782.071 vehicular homicide
- Section 782.09 killing an unborn quick child by injury to the mother
- Chapter 784 assault, battery, and culpable negligence, if the offense was a felony
- Section 784.011 assault, if the victim of offense was a minor
- Section 784.03 battery, if the victim of offense was a minor
- Section 787.01 kidnapping
- Section 787.02 false imprisonment
- Section 787.025 luring or enticing a child
- Section 787.04(2) taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
- Section 787.04(3) carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
- Section 790.115(1) exhibiting firearms or weapons within 1,000 feet of a school
- Section 790.115(2) (b) possessing an electric weapon or device, destructive device, or other weapon on school property
- Section 794.011 sexual battery
- Former Section 794.041 prohibited acts of persons in familial or custodial authority
- Section 794.05 unlawful sexual activity with certain minors
- Chapter 796 prostitution
- Section 798.02 lewd and lascivious behavior
- Chapter 800 lewdness and indecent exposure
- Section 806.01 arson
- Section 810.02 burglary
- Section 810.14 voyeurism, if the offense is a felony
- Section 810.145 video voyeurism, if the offense is a felony
- Chapter 812 theft and/or robbery and related crimes, if a felony offense
- Section 817.563 fraudulent sale of controlled substances, if the offense was a felony
- Section 825.102 abuse, aggravated abuse, or neglect of an elderly person or disabled adult
- Section 825.1025 lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
- Section 825.103 exploitation of disabled adults or elderly persons, if the offense was a felony
- Section 826.04 incest
- Section 827.03 child abuse, aggravated child abuse, or neglect of a child
- Section 827.04 contributing to the delinquency or dependency of a child
- Former Section 827.05 negligent treatment of children
- Section 827.071 sexual performance by a child
- Section 843.01 resisting arrest with violence
- Section 843.025 depriving a law enforcement, correctional, or correctional probation officer means of protection or communication
- Section 843.12 aiding in an escape
- Section 843.13 aiding in the escape of juvenile inmates in correctional institution
- Chapter 847 obscene literature

APPENDIX B

Meeting Date: 08/10/2021 Item #6.

- Section 874.05(1) encouraging or recruiting another to join a criminal gang
- Chapter 893 drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
- Section 916.1075 sexual misconduct with certain forensic clients and reporting of such sexual conduct
- Section 944.35(3) inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
- Section 944.40 escape
- Section 944.46 harboring, concealing, or aiding an escaped prisoner
- Section 944.47 introduction of contraband into a correctional facility
- Section 985.701 sexual misconduct in juvenile justice programs
- Section 985.711 contraband introduced into detention facilities

I understand that I must acknowledge the existence of any applicable criminal record relating to the above lists of offenses including those under any similar statute of another jurisdiction, regardless of whether or not those records have been sealed or expunged. Further, I understand that, while employed or volunteering at _____ in any position that requires background screening as a condition of employment, I must immediately notify my supervisor/employer of any arrest and any changes in my criminal record involving any of the above listed provisions of Florida Statutes or similar statutes of another jurisdiction whether a misdemeanor or felony. This notice must be made within one business day of such arrest or charge. Failure to do so could be grounds for termination.

I attest that I have read the above carefully and state that my attestation here is true and correct that **my record does not contain any of the above listed offenses**. I understand, under penalty of perjury, all employees in such positions of trust or responsibility shall attest to meeting the requirements for qualifying for employment and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses. I also understand that it is my responsibility to obtain clarification on anything contained in this affidavit which I do not understand prior to signing. I am aware that any omissions, falsifications, misstatements or misrepresentations may disqualify me from employment consideration and, if I am hired, may be grounds for termination or denial of an exemption at a later date.

SIGNATURE OF AFFIANT: _____

Sign Above OR Below, DO NOT Sign Both Lines

To the best of my knowledge and belief, **my record contains one or more of the applicable disqualifying acts or offenses listed above. I have placed a check mark by the offense(s) contained in my record.** (If you have previously been granted an exemption for this disqualifying offense, please attach a copy of the letter granting such exemption.) (Please circle the number which corresponds to the offense(s) contained in your record.)

SIGNATURE OF AFFIANT: _____

Sworn to and subscribed before me this ____ day of _____, 20__.

SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Check one)

Affiant personally known to notary

OR

Affiant produced identification
Type of identification produced: _____



APPENDIX B CHILD CARE AFFIDAVIT OF GOOD MORAL CHARACTER

State of Florida

County of _____

Before me this day personally appeared _____ who, being duly sworn, deposes and says:
(Applicant's/Employee's Name)

As an applicant for employment with, an employee of, a volunteer for, or an applicant to volunteer with _____, I affirm and attest under penalty of perjury that I meet the moral character requirements for employment, as required by Chapter 435 Florida Statutes in that:

I have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of the Florida Statutes or under any similar statute of another jurisdiction for any of the offenses listed below:

Relating to:

- Section 393.135 sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
- Section 394.4593 sexual misconduct with certain mental health patients and reporting of such sexual misconduct
- Section 415.111 adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
- Section 741.28 criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
- Section 782.04 murder
- Section 782.07 manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
- Section 782.071 vehicular homicide
- Section 782.09 killing an unborn quick child by injury to the mother
- Chapter 784 assault, battery, and culpable negligence, if the offense was a felony
- Section 784.011 assault, if the victim of offense was a minor
- Section 784.03 battery, if the victim of offense was a minor
- Section 787.01 kidnapping
- Section 787.02 false imprisonment
- Section 787.025 luring or enticing a child
- Section 787.04(2) taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
- Section 787.04(3) carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
- Section 790.115(1) exhibiting firearms or weapons within 1,000 feet of a school
- Section 790.115(2) (b) possessing an electric weapon or device, destructive device, or other weapon on school property
- Section 794.011 sexual battery
- Former Section 794.041 prohibited acts of persons in familial or custodial authority
- Section 794.05 unlawful sexual activity with certain minors
- Chapter 796 prostitution
- Section 798.02 lewd and lascivious behavior
- Chapter 800 lewdness and indecent exposure
- Section 806.01 arson
- Section 810.02 burglary
- Section 810.14 voyeurism, if the offense is a felony
- Section 810.145 video voyeurism, if the offense is a felony
- Chapter 812 theft and/or robbery and related crimes, if a felony offense
- Section 817.563 fraudulent sale of controlled substances, if the offense was a felony
- Section 825.102 abuse, aggravated abuse, or neglect of an elderly person or disabled adult
- Section 825.1025 lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
- Section 825.103 exploitation of disabled adults or elderly persons, if the offense was a felony
- Section 826.04 incest
- Section 827.03 child abuse, aggravated child abuse, or neglect of a child
- Section 827.04 contributing to the delinquency or dependency of a child
- Former Section 827.05 negligent treatment of children
- Section 827.071 sexual performance by a child
- Section 843.01 resisting arrest with violence
- Section 843.025 depriving a law enforcement, correctional, or correctional probation officer means of protection or communication
- Section 843.12 aiding in an escape
- Section 843.13 aiding in the escape of juvenile inmates in correctional institution
- Chapter 847 obscene literature

APPENDIX B

Meeting Date: 08/10/2021 Item #6.

- Section 874.05(1) encouraging or recruiting another to join a criminal gang
- Chapter 893 drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
- Section 916.1075 sexual misconduct with certain forensic clients and reporting of such sexual conduct
- Section 944.35(3) inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
- Section 944.40 escape
- Section 944.46 harboring, concealing, or aiding an escaped prisoner
- Section 944.47 introduction of contraband into a correctional facility
- Section 985.701 sexual misconduct in juvenile justice programs
- Section 985.711 contraband introduced into detention facilities

I understand that I must acknowledge the existence of any applicable criminal record relating to the above lists of offenses including those under any similar statute of another jurisdiction, regardless of whether or not those records have been sealed or expunged. Further, I understand that, while employed or volunteering at _____ in any position that requires background screening as a condition of employment, I must immediately notify my supervisor/employer of any arrest and any changes in my criminal record involving any of the above listed provisions of Florida Statutes or similar statutes of another jurisdiction whether a misdemeanor or felony. This notice must be made within one business day of such arrest or charge. Failure to do so could be grounds for termination.

I attest that I have read the above carefully and state that my attestation here is true and correct that **my record does not contain any of the above listed offenses**. I understand, under penalty of perjury, all employees in such positions of trust or responsibility shall attest to meeting the requirements for qualifying for employment and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses. I also understand that it is my responsibility to obtain clarification on anything contained in this affidavit which I do not understand prior to signing. I am aware that any omissions, falsifications, misstatements or misrepresentations may disqualify me from employment consideration and, if I am hired, may be grounds for termination or denial of an exemption at a later date.

SIGNATURE OF AFFIANT: _____

Sign Above OR Below, DO NOT Sign Both Lines

To the best of my knowledge and belief, **my record contains one or more of the applicable disqualifying acts or offenses listed above. I have placed a check mark by the offense(s) contained in my record.** (If you have previously been granted an exemption for this disqualifying offense, please attach a copy of the letter granting such exemption.) (Please circle the number which corresponds to the offense(s) contained in your record.)

SIGNATURE OF AFFIANT: _____

Sworn to and subscribed before me this ____ day of _____, 20__.

SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Check one)

Affiant personally known to notary

OR

Affiant produced identification
Type of identification produced: _____

ATTACHMENT A CURRENT POST ASSIGNMENTS

#

School	Post	Time	Early Release	Professional Study Day
Griffin Elementary (2)	SW 116 Avenue / SW 50th Court	7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am 11:50 am - 12:35 pm	N/A
	SW 118 Avenue / SW50th Street	7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am 11:50 am - 12:35 pm	N/A
Embassy Creek Elementary (8)	SE Lake Blvd / Hiatus	7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am 11:50 am - 12:35 pm	N/A
	SE Lake Blvd / Hiatus	7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am 11:50 am - 12:35 pm	N/A
	SE Lake Blvd / Hiatus	7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am 11:50 am - 12:35 pm	N/A
	SE Lake Blvd / Stonebridge Pkwy	7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am 11:50 am - 12:35 pm	N/A
	SE Lake Blvd / Embassy Court	7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am 11:50 am - 12:35 pm	N/A
	SE Lake Blvd / Embassy Drive	7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am 11:50 am - 12:35 pm	N/A
	SE Lake Blvd / 10900 Blk.	7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am 11:50 am - 12:35 pm	N/A
	London Street / Embassy Drive	7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am 11:50 am - 12:35 pm	N/A
Cooper City Elementary (5)	9200 Block - SW 51 Street	7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am 11:50 am - 12:35 pm	N/A
	9100 Block - SW 51 Street	7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am 11:50 am - 12:35 pm	N/A
	9000 Block - SW 51 Street	7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am 11:50 am - 12:35 pm	N/A
	SW 92 Ave / SW 50 Place	7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am 11:50 am - 12:35 pm	N/A
	9100 Block - SW 50 Place	7:00 am - 8:00 am 1:50 pm - 2:35 pm	7:00 am - 8:00 am 11:50 am - 12:35 pm	N/A
Pioneer (3)	SW 90 Ave / SW 53 Street	8:00 am - 9:00 am 3:20 pm - 4:05 pm	8:00 am - 9:00 am 1:20 pm - 2:05 pm	N/A
	SW 90 Ave / SW 54 Place	8:00 am - 9:00 am 3:20 pm - 4:05 pm	8:00 am - 9:00 am 1:20 pm - 2:05 pm	N/A
	SW 90 Avenue / Stirling Road	8:00 am - 9:00 am 3:20 pm - 4:05 pm	8:00 am - 9:00 am 1:20 pm - 2:05 pm	N/A
Cooper City High School (1)	9300 Block / Stirling Road	6:30 am - 7:30 am 2:20 pm - 3:05 pm	6:30 am - 7:30 am 12:20 pm - 1:05 pm	6:30 am - 7:30 am 11:20 am - 12:05 pm

#



Addendum #1 - Questions & Answers

(Issued, Wednesday May 2, 2018)

ITB #2018-8-REC, Crossing Guard Services

- Question 1: Present vendor(s)?
Answer 1: Kemp Group International Corporation.
-
- Question 2: Award date(s)?
Answer 2: 2004
-
- Question 3: Hourly billing rates for each category at the time of award?
Answer 3: \$15.16 per hour for crossing guard and supervisor.
-
- Question 4: Prevailing/Living wage requirements at time of award?
Answer 4: None
-
- Question 5: Current billing rates?
Answer 5: See Answer 3.
-
- Question 6: Bid tabulation from current award?
Answer 6: There is no bid tabulation, the rate is the same for guards and supervisors.
-
- Question 7: What is the current budget for the contract?
Answer 7: \$117,500
-
- Question 8: How much was spent (dollar value) on this service last year?
Answer 8: \$109,000
-
- Question 9: How much is intended to be spent once the contract is awarded?

Answer 9: An estimated total number of hours is provided in Section 5.7, Fees & Costs. The total budget going forward will depend on award of new contract.

Question 10: How many employees currently work under this contract?

Answer 10: There are 19 crossing guard positions (See Appendix A) and 2 supervisors. The 3 guards at Pioneer Middle School also work at other posts, thus there is a total of 16 crossing guards and 2 supervisors.

Question 11: How many vendors will be awarded as a result of this solicitation?

Answer 11: One

Question 12: Do you currently outsource your crossing guards?

Answer 12: Yes

Question 13: If so, how much do you spend on outsourcing them each year?

Answer 13: See Answer 7.

Question 14: What are your current pay rates for your crossing guards?

Answer 14: See Answer 5.

Question 15: Who is the current incumbent and when were they awarded the contract?

Answer 15: Kemp since 2004.

Question 15: What is the estimated usage (number of annual hours) of prior contract?

Answer 15: See Section 5.7.

Question 15: What is the estimated total number of annual hours for this contract?

Answer 15: See Section 5.7.

Question 15: What is the current bill rate?

Answer 15: See Answer 5.

Question 15: What was the contract amount spent last year?

Answer 15: See Answer 8.

Question 15: Are there any additional services that may be needed that are not listed in the RFP?

Answer 15: All services are listed. This is an Invitation to Bid, not an RFP (Request for Proposals).

Question 15: Is there any minimum wage/pay?

Answer 15: No

Question 15: Is there any prevailing wage, living wage ordinance, state or local mandated wage, contract specific wage, or collective bargaining agreement?

Answer 15: Awarded vendor shall comply with State of Florida and Federal Minimum Wage Rate requirements.

Question 15: Is there a desired page limit for the proposal?

Answer 15: No

Question 15: Will we get the answers to these questions via email or via Addendum?

Answer 15: Addendum

Acknowledgment of Addendum #1

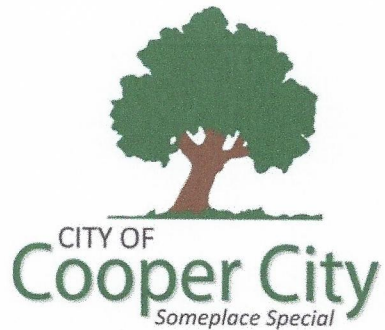
*Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.*

Acknowledged by: _____

Company: _____

Print Name: _____

Date: _____



Addendum #1 - Questions & Answers

(Issued, Wednesday May 2, 2018)

ITB #2018-8-REC, Crossing Guard Services

- Question 1: Present vendor(s)?
Answer 1: Kemp Group International Corporation.
-
- Question 2: Award date(s)?
Answer 2: 2004
-
- Question 3: Hourly billing rates for each category at the time of award?
Answer 3: \$15.16 per hour for crossing guard and supervisor.
-
- Question 4: Prevailing/Living wage requirements at time of award?
Answer 4: None
-
- Question 5: Current billing rates?
Answer 5: See Answer 3.
-
- Question 6: Bid tabulation from current award?
Answer 6: There is no bid tabulation, the rate is the same for guards and supervisors.
-
- Question 7: What is the current budget for the contract?
Answer 7: \$117,500
-
- Question 8: How much was spent (dollar value) on this service last year?
Answer 8: \$109,000
-
- Question 9: How much is intended to be spent once the contract is awarded?

City of Cooper City, Florida
ITB #2018-8-REC, Crossing Guard Services
Addendum #1

Answer 9: An estimated total number of hours is provided in Section 5.7, Fees & Costs. The total budget going forward will depend on award of new contract.

Question 10: How many employees currently work under this contract?

Answer 10: There are 19 crossing guard positions (See Appendix A) and 2 supervisors. The 3 guards at Pioneer Middle School also work at other posts, thus there is a total of 16 crossing guards and 2 supervisors.

Question 11: How many vendors will be awarded as a result of this solicitation?

Answer 11: One

Question 12: Do you currently outsource your crossing guards?

Answer 12: Yes

Question 13: If so, how much do you spend on outsourcing them each year?

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Question 15: What is the estimated total number of annual hours for this contract?

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Question 15: What is the current bill rate?

Answer 15: See Answer 5.

Question 15: What was the contract amount spent last year?

Answer 15: See Answer 8.

Question 15: Are there any additional services that may be needed that are not listed in the RFP?

Answer 15: All services are listed. This is an Invitation to Bid, not an RFP (Request for Proposals).

Question 15: Is there any minimum wage/pay?

Answer 15: No

Question 15: Is there any prevailing wage, living wage ordinance, state or local mandated wage, contract specific wage, or collective bargaining agreement?

Answer 15: Awarded vendor shall comply with State of Florida and Federal Minimum Wage Rate requirements.

Question 15: Is there a desired page limit for the proposal?

Answer 15: No


City of Cooper City, Florida
ITB #2018-8-REC, Crossing Guard Services
Addendum #1

Question 15: Will we get the answers to these questions via email or via Addendum?

Answer 15: Addendum

Acknowledgment of Addendum #1

Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.

Acknowledged by:  Company: KEMP GROUP INTERNATIONAL CORPORATION
Print Name: CHRISTINA ADERINOKUN Date: MAY 7, 2018

Attachment A
(Page 1 of 5)

City of Cooper City, Florida

Bid Form

CROSSING GUARD SERVICES

ITB 2018-8-REC

Bids Due: Thursday, May 17, 2018

For information contact the Purchasing Division:

Kerri Anne Fisher - Purchasing Agent
Claudia Portocarrero - Purchasing Assistant
Tel: 954-434-4300 ext. #297
Purchasing@CooperCityFL.org

Released Date: Thursday, April 19, 2018

Submitted by: KEMP GROUP INTERNATIONAL CORPORATION
(Company name)

Attachment A
(Page 2 of 5)

Project: CROSSING GUARD SERVICES
Contract Identification: ITB 2018-8-REC
Bids submitted to: Office of the City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, Florida, 33328

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Bidder accepts all of the terms and conditions of the advertisement of Invitation to Bid and Instruction to Bidders including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for 90 days from the date of the bid opening. Bidder will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement that:
 - a. Bidder has examined copies of all plans, and bidding documents, contract specifications and instruction to bidders.
 - b. Bidder has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
 - c. Bidder has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
 - d. Bidder has correlated the results of his studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
 - e. Bidder has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Bidder.
 - f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or the City.
4. Bid Copies
ONE (1) ORIGINAL, TWO (2) COPIES and ONE (1) ELECTRONIC COPY (Flash Drive or CD) of the Bid should be submitted to the City of Cooper City, City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk. If by US mail, Bids shall be submitted to PO Box 290910, Cooper City, Florida 33329-0910.
5. Addenda, Additional Information-Contact with City Staff
Any addenda or answers to written questions supplied by the City to participating Bidders become part of this Invitation to Bid and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

No negotiations, decisions or actions shall be initiated or executed by the Bidder as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from bidder that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the bidder.

Attachment A
(Page 3 of 5)

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Division. Questions must be emailed to Purchasing@CooperCityFL.org, who may respond in kind with copies to all Bidders. **The deadline for submission of questions is 5:00PM, Thursday, May 10, 2018.**

The successful bidder shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful bidder prior to recommendation of award and presentation to the City Commission. IN MOST CASES THE AWARDED BID WILL SERVE AS THE CONTRACT.

6. Summary of Documents to be submitted with Bid:

- a. Bid Form
- b. Reference Form
- c. Public Entity Crimes (PEC) Form
- d. ADA Affidavit
- e. Business Entity Affidavit
- f. Bidder's Foreign (Non-Florida) Corporate Statement (If Not Applicable, please write N/A across the document, bidder's legal name, and sign)
- g. W-9, Request for Taxpayer Identification Number
- h. Proof of Workers Compensation Insurance or Exemption
- i. Proof of Liability Insurance
- j. Ownership Disclosure Affidavit
- k. Drug-Free Workplace Certificate
- l. Employee Background Verification Affidavit
- m. Applicable business and professional licenses

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Attachment A
(Page 4 of 5)

Vendor/ Bidder Contact Information

Name of Company: KEMP GROUP INTERNATIONAL CORPORATION

Address: 2111 SW 60TH WAY

MIRAMAR FL 33023

Primary Contact: JOE FALUADE

Title: MANAGER

Tel: 954-437-7294 Fax: 954-437-8952

Email Address (Required): kempgroupintl@aol.com

Alternate Contact: CHRISTINA ADERINOKUN

Title: PRESIDENT

Tel: 954-437-7294 Fax: 954-437-8952

Email Address (Required): kempgroupintl@aol.com

Company's Website: NONE

Remit to Address (if different from above):
KEMP GROUP INTERNATIONAL CORPORATION

PO BOX 471614, MIAMI FL 33247

Remit to Contact: CHRISTINA ADERINOKUN

Attachment B

REFERENCES

1. CLIENT NAME(Company/Entity): CITY OF HOLLYWOOD
ADDRESS: PO BOX 229045
HOLLYWOOD FL 33022-9045
CONTACT NAME: JANICE ENGLISH
CONTACT'S TITTLE: PROCUREMENT CONTRACTS OFFICER
TELEPHONE: 954-921-3345
E-MAIL (REQUIRED): jenglish@hollywoodfl.org

2. CLIENT NAME (Company/Entity): CITY OF PEMBROKE PINES
ADDRESS: PUBLIC SVC DPT/PROCUREMENT DIV
8300 SOUTH PALM DR, PEMBROKE PINES FL 33025
CONTACT NAME: MARK GOMES
CONTACT'S TITTLE: PURCHASING MANAGER
TELEPHONE: 954-518-9020
E-MAIL (REQUIRED): purchasing@ppines.com

3. CLIENT NAME (Company/Entity): CITY OF MIRAMAR
ADDRESS: 2300 CIVIC CENTER PLACE
MIRAMAR FL 33025
CONTACT NAME: NATALIE RICHMOND
CONTACT'S TITTLE: PROCURMENT ANALYST
TELEPHONE: 954-602-3053
E-MAIL (REQUIRED): narichmond@miramarfl.gov

This page shall be completed IN FULL and submitted with your bid.

ATTACHMENT C
(Page 1 of 2)

**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 the CITY OF COOPER CITY, FLORIDA

by: CHRISTINA ADERINOKUN, PRESIDENT
(print individual's name and title)

for: KEMP GROUP INTERNATIONAL CORPORATION
(print name of entity submitting sworn statement)

whose business address is: 2111 SW 60TH WAY, MIRAMAR FL 33023

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0902392.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____).

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 misrepresentations.

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, non-jury 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 entity 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 provision 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.

ATTACHMENT C
(Page 2 of 2)

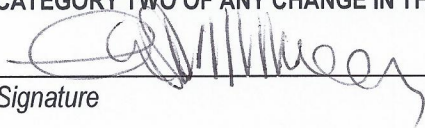
6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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, or agents who are active in the management of the 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, or agents who are active in the management of the 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 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 CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

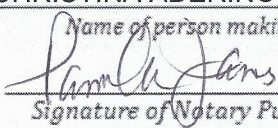


Signature

STATE: FLORIDA
COUNTY: BROWARD

Sworn to (or affirmed) and subscribed before me this 15 day of
MAY, 2018, by: CHRISTINA ADERINOKUN

Name of person making statement



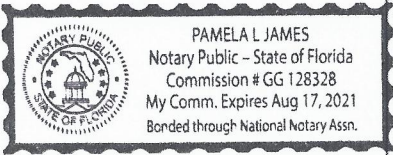
Signature of Notary Public - State of Florida

(NOTARY SEAL)

Name of Notary Typed, Printed, or Stamped

Personally Known _____ OR Produced Identification X

Type of Identification Produced FLORIDA DRIVER'S LICENSE



ATTACHMENT D

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: CHRISTINA ADERINOKUN, PRESIDENT
(print individual's name and title)

for: KEMP GROUP INTERNATIONAL CORPORATION
(print name of entity submitting sworn statement)

whose business address is: 2111 SW 60TH WAY, MIRAMAR FL 33023

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0902392
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

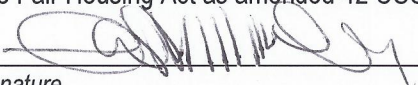
I, being duly first sworn state:

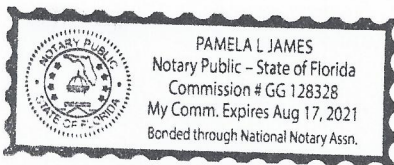
That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

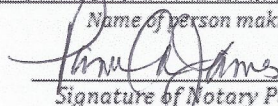
The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.


Signature



STATE: FLORIDA
COUNTY: BROWARD

Sworn to (or affirmed) and subscribed before me this 15 day of
MAY, 2018, by: CHRISTINA ADERINOKUN
Name of person making statement


Signature of Notary Public - State of Florida

(NOTARY SEAL)

Name of Notary Typed, Printed, or Stamped

Personally Known _____ OR Produced Identification X

Type of Identification Produced FLORIDA DRIVER'S LICENSE

Attachment F

FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM
DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority form the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):
 - _____ (a) Maintaining, defending, or settling any proceedings.
 - _____ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - _____ (c) Maintaining bank accounts.
 - _____ (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
 - _____ (e) Selling through independent contractors.
 - _____ (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders
 - _____ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - _____ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - _____ (i) Transacting business in interstate commerce.
 - _____ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - _____ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - _____ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - _____ (m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

- (3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm in NOT a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
- (II) _____ Sole Proprieties of Self Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

BIDDER'S LEGAL NAME

Attachment H

**REQUEST FOR PROOF OF
WORKERS COMPENSATION INSURANCE OR EXEMPTION**

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers compensation coverage or proof of exemption.

Workers compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <http://fldfs.com/WC/forms.html>.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers compensation insurance as per the requirements as outlined above, you must complete the attached Workers Compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.faiia.com, www.piafl.org/wc-info.pdf, or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, Workers Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Division located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to Purchasing@CooperCityFL.org.

ATTACHMENT I

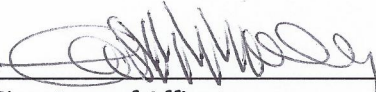
OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
KEMP GROUP INTERNATIONAL CORPORATION	2111 SW 60TH WAY, MIRAMAR FL 33023	100 %
		%
		%

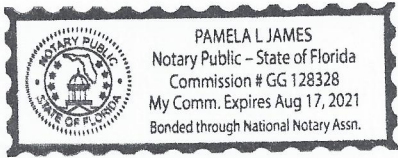
2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

NONE



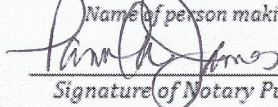
Signature of Affiant
 CHRISTINA ADERINOKUN

Print Name
 Date
 5/15/2018



STATE: **FLORIDA**
 COUNTY: **BROWARD**

Sworn to (or affirmed) and subscribed before me this 15 day of MAY, 2018, by: CHRISTINA ADERINOKUN
Name of person making statement


Signature of Notary Public - State of Florida

(NOTARY SEAL)
Name of Notary Typed, Printed, or Stamped

Personally Known _____ OR Produced Identification X
 Type of Identification Produced FLORIDA DRIVER'S LICENSE

ATTACHMENT J

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, **(print or type name of firm)**
KEMP GROUP INTERNATIONAL CORPORATION

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".



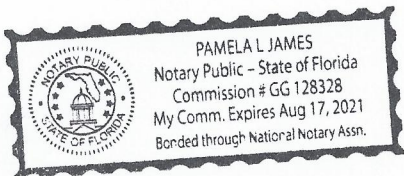
Signature of Affiant

CHRISTINA ADERINOKUN

Print Name

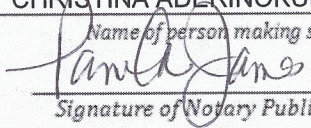
5/15/2018

Date



STATE: FLORIDA
COUNTY: BROWARD

Sworn to (or affirmed) and subscribed before me this 15 day of
MAY, 2018, by: CHRISTINA ADERINOKUN
Name of person making statement



Signature of Notary Public - State of Florida

(NOTARY SEAL)

Name of Notary Typed, Printed, or Stamped

Personally Known _____ OR Produced Identification X

Type of Identification Produced FLORIDA DRIVER'S LICENSE

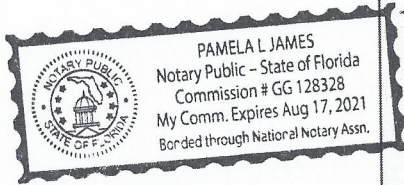
ATTACHMENT K

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, CHRISTINA ADERINOKUN of KEMP GROUP INTERNATIONAL CORPORATION, attest that all personnel used in
(Print Name) (Company Name)
the performance of this work have had a criminal background check with a passing grade and have
been drug tested with a passing grade and are legally documented to work in the United States.

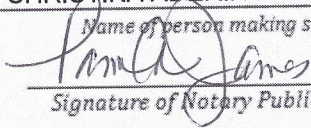

Signature of Affiant

CHRISTINA ADERINOKUN
Print Name
5/15/2018
Date



STATE: FLORIDA
COUNTY: BROWARD

Sworn to (or affirmed) and subscribed before me this 15 day of
MAY, 2018, by: CHRISTINA ADERINOKUN
Name of person making statement


Signature of Notary Public - State of Florida

(NOTARY SEAL)
Name of Notary Typed, Printed, or Stamped

Personally Known _____ OR Produced Identification X
Type of Identification Produced FLORIDA DRIVER'S LICENSE

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

DBA: KEMP SECURITY INTERNATIONAL CORP
Business Name:

Receipt #: 329-28896
Business Type: ALL OTHERS (SECURITY GUARD SERVICE)

Owner Name: CHRISTINE A ADERINOKUN
Business Location: 2111 SW 60 WAY
MIRAMAR

Business Opened: 01/04/1995
State/County/Cert/Reg: B9300027
Exemption Code:

Business Phone: 954-986-2720

Rooms **Seats** **Employees** **Machines** **Professionals**
5

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	8.25	0.00	25.00	66.25

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:
KEMP GROUP
INTERNATIONAL CORPORATION
P O BOX 471614
MIAMI, FL 33247

Receipt # WWW-17-00113946
Paid 02/05/2018 66.25

2017 - 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

Meeting Date: 08/10/2021 Item #6.

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 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 BENDELL INSURANCE GROUP INC PO Box 164235 Miami, FL 33116-4235	CONTACT NAME: ANDREW OGHINAN	FAX (A/C, No): (305) 249-5057
	PHONE (A/C, No, Ext): (305) 249-5055	E-MAIL ADDRESS: biggroup@bellsouth.net
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURED KEMP GROUP INTERNATIONAL dba KEMP SECURITY. P.O. BOX 471614 MIAMI, FL 33247 954-437-7294	INSURER A: JAMES RIVER INSURANCE CO.	
	INSURER B: PROGRESSIVE EXPRESS	
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			00065807-3	2/24/18	2/24/19	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
B	AUTOMOBILE LIABILITY			02103298-7	04/18/18	04/18/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB			NA			EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			NA			WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	<input type="checkbox"/>	N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

COMPANY PROFILE

Legal Name: Kemp Group International Corporation

Physical address: 2111 SW 60th Way, Miramar FL 33023

Mailing address: PO Box 471614, Miami FL 33247

Phone: 954-437-7294

Fax: 954-437-8952

Email: kempgroupintl@aol.com

Kemp Group International Corporation is a Florida corporation. We are a local and regional minority contact company. We remain a medium size company by choice to better service our clients. We have the financial capability to perform this contract.

Our headquarters is located at 2111 SW 60th Way, Miramar FL 33023. Our corporate headquarters is located within the Tri County area. Allowing the President of the company and top level managers to be immediately available to answer client concerns and resolve problems as they occur.

Kemp Group International Corporation's philosophy is simple – Professionalism in every area. This philosophy is in every aspect of the company. The company's size, our experienced management, and a commitment total customer satisfaction give Kemp Group an excellent position in the market.

Our major goal is professionalism; our greatest strength is that we are still fundamentally dedicated to reaching it for every employee and every client. What makes our organization unique is that we never forget that all our clients are at the apex of our organization pyramid.

It is often quoted that the fundamental key to our business success is our effective and creative management. Through policies and procedures, staff managers must have the ability to lead and formulate a company environment where each employee's internal motivation can flourish. Management understands that in order to provide total quality service to all of our clients, we must provide total quality support to our employees.

As a service organization, our personnel are well trained and supervised. Our company enjoys an excellent reputation. We are very proud of all our clients and will be delighted to add your city to that list.

Kemp Group International Corporation is a team, with every person in the company a player, expected and needed to perform to their fullest capacity. One of our goals is remaining committed to quality service and strengthening the connection between its employees and clients. We have grown to the extent where we can compete successfully for a contract of any size. A smaller company would not have the flexibility, quality of training and ability to offer such a wide range of services. The national companies tend to be less efficient and do not have the responsiveness and personal commitment as our locally-owned company. We offer the best of both worlds.

The Kemp of today is made up of motivated people filled with team spirit, proud of the reputation we've earned through our commitment to total customer satisfaction, and living up to our motto.

We have the experience and the manpower to provide school crossing guards services to your city.

STATEMENT OF QUALIFICATIONS AND CAPABILITIES

Our company has been in business for over nineteen years. We have been providing school crossing guards since 1995. We also have provided training to other facilities who wanted their own teachers/staff to perform as crossing guards.

We have the required experience and financial capability to perform this contract.

Christina Aderinokun, President, has over twenty years' experience dealing with school crossing guards. She is certified by the State of Florida Department of Transportation as a school crossing guard training. Ms. Aderinokun also has experience as a security officer and security officer manager.

Joe Faluade, Project Manager, has over twenty years' experience working with school crossing guards and is certified as a trainer by the State of Florida Department of Transportation. Mr. Faluade has experience as a security officer.

Our managers have a combined total of over forty years of experience with providing school crossing services to local city governments.

Our goal is to ensure that we provide effective school crossing guards services. We provide safety for our children who walk to and from school. So it is very important that our crossing guards and supervisors are properly trained. Our supervisors provide daily inspections for each shift to make sure that the posts are covered; guards are in proper attire and have the necessary equipment to perform their jobs.

The management staff here at Kemp Group International Corporation is well qualified. We have the experience and expertise to provide the best service. We are a reputable company and have been conducting business in accordance with all local laws and regulations.

We have provided school crossing guards services to the Town of Davie, City of Miramar, City of Miami Gardens, City of Sunny Isles Beach, City of North Miami, City of Cooper City and several other local cities.

The school crossing guards are there to help students cross safely, reinforce safe crossing skills and discourage unsafe behavior.

We will provide qualified and competent school crossing guards to protect the safety of the children crossing the streets.

The management staff here at Kemp Group International Corporation is well qualified. We have the experience and expertise to provide the best service. We are reputable company and have been conducting business in accordance with all local laws and regulations.

As a service organization our personnel are well trained and supervised. Our company enjoys an excellent reputation. We are very proud of all our clients and will be delighted to add your city to that list.

AFFIRMATIVE ACTION POLICY – Equal Employment Opportunity

We at Kemp Group International Corporation base our hiring and promotions on merit, qualifications and competency and that our personnel practices will not be influenced by an applicant's or employee's race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

One of the management duties of all principals at Kemp Group International Corporation is to ensure that the following personnel practices are being satisfied.

We take every necessary affirmative action to attract and retain qualified employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

We maintain equitable principles in the recruitment, hiring, training, compensation and promotion of employees.

We monitor and review personnel practices to guarantee that equal opportunities are being provided to all employees, regardless of race, color, place of birth, religion, natural origin, sex, age, marital status, veteran and handicapped status.

Kemp Group International Corporation is committed to take affirmative action and aggressively pursue activities that will serve to enable all employees and applicants opportunities available throughout this organization.

The above actions cannot be accomplished as a secondary duty for any individual despite the full support of management. To monitor our efforts, Kemp Group International Corporation has assigned one of its principals as the Affirmative Action Director to monitor all activities of this program.

DRUG & ALCOHOL FREE WORKPLACE

Opening Statement: Kemp Group International is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any Kemp Group International employee illegally uses drugs or alcohol on the job, comes to work with these substances present in his/her body, or possesses, distributes, or sells drugs in the workplace. Kemp Group International has established the following policy with regard to alcohol and other drugs to ensure that we can meet our obligations to our employees, customers, and the public.

Violation Statement I: It is a violation of company policy for any employee to possess, sell, trade, or offer for sale illegal drugs or otherwise engage in the illegal use of drugs or alcohol on the job.

Violation Statement II: It is a violation of company policy to use or be under the influence of illegal drugs or alcohol at anytime while on or using company property, conducting company business or otherwise representing the company.

Violation Statement III: It is a violation of the company policy for anyone to use prescription drugs illegally. However, nothing in this policy precludes the appropriate use of legally prescribed medications.

Violation Statement IV: Violations of this policy are subject to disciplinary action up to and including termination of employment.

Supervisory/Management Responsibility Training: Supervisors will be responsible for the overall job performance of those they supervise. They have a significant role in establishing and maintaining all of the company's programs. Once annually supervisors will be trained on how to implement and enforce this policy. The training is not intended to train supervisors to be drug or alcohol abuse experts, counselors or to conduct medical evaluations. Supervisors are not required to undertake any actions beyond their normal supervisory responsibilities.

Employee Education: The Company will provide drug and alcohol awareness information to all employees. This will include the company's policy on drug and alcohol abuse, information on the magnitude and dangers of drug and alcohol abuse, and the availability of counseling and treatment through the employee assistance program.

Responsibilities of Coworkers: All employees are expected to be concerned about working in a safe environment, and should encourage their fellow employees who may have an alcohol or other drug problem to seek help.

Drug & Alcohol Testing Statement: Kemp Group International is committed to safeguarding the health and welfare of our employees and to provide a safe working environment. Drug and alcohol testing assists us in ensuring our commitment to our employees, customers, and the public.

Pre-Employment Testing I: Applicants will be asked to sign a consent form to undergo drug testing should a position be offered to them prior to any interview occurring. If an applicant refuses, they will be considered disqualified, and the employment process will be terminated.

Post-Accident Drug Testing: Employees will be tested if an accident occurs and results in an injury to anyone that requires outside medical attention, or when the employee is determined to have caused or contributed to that accident.

Reasonable Suspicion Drug & Alcohol Testing: Employees will be tested when there is reasonable suspicion that an employee is using or has used drugs or alcohol. Employees who test positive will be immediately terminated from employment.

Drug Testing Assurances: Only certified drug testing laboratories will be used.

The process will ensure individual privacy during the collection process and the confidentiality of test results.

All information, interviews, reports, statements and drug test results, written or otherwise are confidential communications, unless authorized by state or federal laws, rules, or regulations.

This policy applies to all employees of the company regardless of rank or position and includes temporary and part-time employees.

The company reserves the right to interpret, change, suspend, cancel or dispute, with or without notice, all or any part of this policy, or procedures or benefits discussed herein. Employees will be notified before implementation of any change.

Although adherence to this policy is considered a condition of continued employment, nothing in this policy alters an employee's status and shall not constitute nor be deemed a contract or promise of employment. Employees remain free to resign their employment at any time for any or no reason, without notice, and the company retains the right to terminate any employee at any time, for any or no reason, without notice.

Closing Statement: The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive, and drug-free environment.



APPENDIX B
CHILD CARE
AFFIDAVIT OF GOOD MORAL CHARACTER

State of Florida

County of BROWARD

Before me this day personally appeared CHRISTINA ADERINOKUN who, being duly sworn, deposes and says:
 (Applicant's/Employee's Name)

As an applicant for employment with, an employee of, a volunteer for, or an applicant to volunteer with KEMP GROUP INTERNATIONAL CORPORATION, I affirm and attest under penalty of perjury that I meet the moral character requirements for employment, as required by Chapter 435 Florida Statutes in that:

I have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of the Florida Statutes or under any similar statute of another jurisdiction for any of the offenses listed below:

Relating to:

Section 393.135	sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
Section 394.4593	sexual misconduct with certain mental health patients and reporting of such sexual misconduct
Section 415.111	adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
Section 741.28	criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
Section 782.04	murder
Section 782.07	manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
Section 782.071	vehicular homicide
Section 782.09	killing an unborn quick child by injury to the mother
Chapter 784	assault, battery, and culpable negligence, if the offense was a felony
Section 784.011	assault, if the victim of offense was a minor
Section 784.03	battery, if the victim of offense was a minor
Section 787.01	kidnapping
Section 787.02	false imprisonment
Section 787.025	luring or enticing a child
Section 787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
Section 787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
Section 790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
Section 790.115(2) (b)	possessing an electric weapon or device, destructive device, or other weapon on school property
Section 794.011	sexual battery
Former Section 794.041	prohibited acts of persons in familial or custodial authority
Section 794.05	unlawful sexual activity with certain minors
Chapter 796	prostitution
Section 798.02	lewd and lascivious behavior
Chapter 800	lewdness and indecent exposure
Section 806.01	arson
Section 810.02	burglary
Section 810.14	voyeurism, if the offense is a felony
Section 810.145	video voyeurism, if the offense is a felony
Chapter 812	theft and/or robbery and related crimes, if a felony offense
Section 817.563	fraudulent sale of controlled substances, if the offense was a felony
Section 825.102	abuse, aggravated abuse, or neglect of an elderly person or disabled adult
Section 825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
Section 825.103	exploitation of disabled adults or elderly persons, if the offense was a felony
Section 826.04	incest
Section 827.03	child abuse, aggravated child abuse, or neglect of a child
Section 827.04	contributing to the delinquency or dependency of a child
Former Section 827.05	negligent treatment of children
Section 827.071	sexual performance by a child
Section 843.01	resisting arrest with violence
Section 843.025	depriving a law enforcement, correctional, or correctional probation officer means of protection or communication
Section 843.12	aiding in an escape
Section 843.13	aiding in the escape of juvenile inmates in correctional institution
Chapter 847	obscene literature

APPENDIX B

- Section 874.05(1) encouraging or recruiting another to join a criminal gang
- Chapter 893 drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
- Section 916.1075 sexual misconduct with certain forensic clients and reporting of such sexual conduct
- Section 944.35(3) inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
- Section 944.40 escape
- Section 944.46 harboring, concealing, or aiding an escaped prisoner
- Section 944.47 introduction of contraband into a correctional facility
- Section 985.701 sexual misconduct in juvenile justice programs
- Section 985.711 contraband introduced into detention facilities

I understand that I must acknowledge the existence of any applicable criminal record relating to the above lists of offenses including those under any similar statute of another jurisdiction, regardless of whether or not those records have been sealed or expunged. Further, I understand that, while employed or volunteering at KEMP GROUP INTERNATIONAL CORPORATION in any position that requires background screening as a condition of employment, I must immediately notify my supervisor/employer of any arrest and any changes in my criminal record involving any of the above listed provisions of Florida Statutes or similar statutes of another jurisdiction whether a misdemeanor or felony. This notice must be made within one business day of such arrest or charge. Failure to do so could be grounds for termination.

I attest that I have read the above carefully and state that my attestation here is true and correct that **my record does not contain any of the above listed offenses**. I understand, under penalty of perjury, all employees in such positions of trust or responsibility shall attest to meeting the requirements for qualifying for employment and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses. I also understand that it is my responsibility to obtain clarification on anything contained in this affidavit which I do not understand prior to signing. I am aware that any omissions, falsifications, misstatements or misrepresentations may disqualify me from employment consideration and, if I am hired, may be grounds for termination or denial of an exemption at a later date.

SIGNATURE OF AFFIANT: [Handwritten Signature]

Sign Above OR Below, DO NOT Sign Both Lines

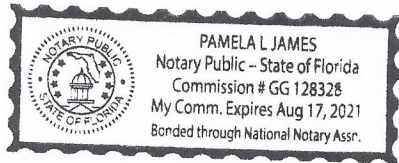
To the best of my knowledge and belief, **my record contains one or more of the applicable disqualifying acts or offenses listed above. I have placed a check mark by the offense(s) contained in my record.** (If you have previously been granted an exemption for this disqualifying offense, please attach a copy of the letter granting such exemption.) (Please circle the number which corresponds to the offense(s) contained in your record.)

SIGNATURE OF AFFIANT: _____

Sworn to and subscribed before me this 21 day of MAY, 2018.

[Handwritten Signature: Pamela L. James]
SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type, or Stamp Commissioned Name of Notary Public)



(Check one)

Affiant personally known to notary

OR

Affiant produced identification

Type of identification produced: FLORIDA DRIVER'S LICENSE



BID TABULATION

Bid No.: ITB #2018-6-REC
Bid Title: Crossing Guard Services
Bid Opening Date: 05/17/2018 @ 3:00PM
Distribution Stats: 17 Planholders, 61 Bidders Notified, 5 Bids Received

Vendor's Name	Waterfield Florida Staffing d/b/a Action Labor/Staffing Connection	American Guard Services, Inc.	Kemp Group International Corporation	Spur Employment, Inc.	Universal Security Guard Association, Inc.
FEIN	82-4558588	95-4654353	65-0902392	90-0946444	82-2134980
Reference Form	Received	Received	Received	Received	Received
Public Entity Crimes (PEC) form	Received	Received	Received	Received	Received
ADA Affidavit	Received	Received	Received	Received	Received
Business Entity Affidavit	Received	Received	Received	Received	Received
Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)	Received	Received	Received	Received	Not Received
W-9, Request for Taxpayer Identification Number	Received	Received	Received	Not Received	Received
Proof of Workers Compensation Insurance or Exemption	Received	Received	Received	Received	Received
Proof of Liability Insurance	Received	Received	Received	Received	Received
Ownership Disclosure Affidavit	Received	Received	Received	Received	Received
Drug-Free Workplace Certificate	Received	Received	Received	Received	Received
Employee Background Verification Affidavit	Received	Received	Received	Received	Received
Business Tax Receipt	Received	Not Received	Received	Not Received	Not Received
Appendix B	Received	Received	Received	Received	Received
Addendum #1	Received	Received	Received	Received	Not Received
Hourly Rate for Crossing Guard	\$ 14.96	\$ 15.04	\$ 12.25	\$ 14.95	\$ 15.84
Hourly Rate for Field Supervisor	\$ 14.96	\$ 15.44	\$ 12.25	\$ 14.95	\$ 15.84

Vendor Compliance
Check List

Meeting Date: 08/10/2021 Item #6.



<p>Vendor: Kemp Group International Corporation FEIN: 65-0902392</p>	<p>Does Vendor appear on the following:</p>	
<p>Florida Convicted Vendor List</p>	<p>Yes <input type="checkbox"/></p>	<p>No X</p>
<p>Florida Suspended Contractors</p>	<p>Yes <input type="checkbox"/></p>	<p>No X</p>
<p>Scrutinized Companies</p>	<p>Yes <input type="checkbox"/></p>	<p>No X</p>
<p>State of Florida Corporations (Sun Biz)</p>	<p>Yes X</p>	<p>No <input type="checkbox"/></p>
<p>Valid Certificate of Insurance</p>	<p>Yes X</p>	<p>No <input type="checkbox"/></p>
<p>Verified by: C. Portocarrero</p>	<p>Date: Thursday, June 03, 2021</p>	

Vendor Compliance Check List

Meeting Date: 08/10/2021 Item #6.

Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under [section 287.133, Florida Statutes](#).

Vendor Name	Agency of Origin	Effective Date	Expiration Date	Final Order
Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.)	DOH	10/25/18	10/25/21	Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) (📎 1.71 MB)

Updated 1/25/21

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with [Rule 60A-1.006\(2\), Florida Administrative Code](#).

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (📎 575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. (📎 111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC (📎 85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. (📎 320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC (📎 1.78 MB)

Updated 12/10/19

Vendor Compliance Check List

Meeting Date: 08/10/2021 Item #6.

March 9, 2021
Page 2

Table 7: List of Prohibited Investments (Scrutinized Companies)
(New companies are highlighted and in bold. No companies were added this quarter.)

Prohibited Investments (Scrutinized Companies)	Scrutinized Country	Country of Incorporation	Initial Appearance on Scrutinized List	Full Divestment
Al-Enmaa Real Estate Co	Sudan	Kuwait	June 4, 2019	Yes
Aviation Industry Corporation of China (AVIC)	Sudan	China	September 24, 2019	Yes
AviChina Industry & Technology	Sudan	China	June 4, 2019	Yes
AVIC Electromechanical Systems Co Ltd	Sudan	China	September 24, 2019	Yes
AVIC International Finance Ltd	Sudan	China	September 24, 2019	Yes
AVIC International Holdings Ltd (formerly listed as AVIC International)	Sudan	China	June 4, 2019	Yes
Bank of Kunlun Co Ltd	Sudan & Iran	China	March 7, 2018	Yes
Chennai Petroleum Corp Ltd	Sudan	India	September 19, 2007	Yes
China Avionics Systems	Sudan	China	June 4, 2019	Yes
China BlueChemical Ltd	Iran	China	March 19, 2013	Yes
China National Petroleum Corporation (CNPC)	Sudan & Iran	China	December 11, 2012	Yes
China Oilfield Services Ltd	Iran	China	June 16, 2011	Yes
China Petrochemical Corporation (Sinopec Group)	Sudan & Iran	China	December 3, 2019	Yes
China Petroleum & Chemical Corp (CPCC) Sinopec	Sudan & Iran	China	September 19, 2007	Yes
China Petroleum Engineering Corp	Sudan & Iran	China	March 7, 2018	Yes
CNOOC Ltd	Iran	China	June 16, 2011	Yes
CNOOC Curtis Funding No.1 Pty Ltd	Iran	Australia	October 17, 2017	Yes
CNOOC Energy Limited	Iran	China	September 24, 2019	Yes

Vendor Compliance
Check List

Meeting Date: 08/10/2021 Item #6.

2021 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P01000102726

Entity Name: KEMP GROUP INTERNATIONAL CORPORATION

Current Principal Place of Business:

2111 SW 60 WAY
MIRAMAR, FL 33023

Current Mailing Address:

PO BOX 471614
MIAMI, FL 33247

FEI Number: 65-0902392

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ADERINOKUN, CHRISTINA A
2111 SW 60 WAY
MIRAMAR, FL 33023 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

Officer/Director Detail :

Title PD
Name ADERINOKUN, CHRISTINA A
Address 2111 SW 60 WAY
City-State-Zip: MIRAMAR FL 33023



CERTIFICATE OF LIABILITY INSURANCE

Meeting Date: 08/10/2021 Item #6.

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 BENDELL INSURANCE GROUP INC PO Box 164235 Miami, FL 33116-4235 A195277	CONTACT NAME: ANDREW OGHINAN
	PHONE (A/C No. Ext): (305)249-5055 FAX (A/C No.): (305)249-5057
	E-MAIL ADDRESS: big@bendellinsurance.com
	INSURER(S) AFFORDING COVERAGE
INSURED KEMP GROUP INTERNATIONAL DBA KEMP SECURITY P.O. BOX 471614 MIAMI, FL 33247 954-437-7294	INSURER A: JAMES RIVER INS COMPANY NAIC# 12203
	INSURER B: PROGRESSIVE EXPRESS INS CO. NAIC# 10193
	INSURER C: JAMES RIVER INS COMPANY NAIC# 12203
	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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Y	00065807-6	02/24/21	02/24/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Anyone person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			02103298-9	04/18/20	04/18/21	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			00112940-0	02/24/21	02/21/22	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	NA			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
				NA			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CITY OF COOPER CITY, IT'S EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, INDEPENDENT CONTRACTORS, SUCCESSORS & ASSIGNS & OTHER AUTHORIZED REPRESENTATIVES ARE NAMED AS ADDITIONAL INSURED TO THE EXTENT OF THE CONTRACTUAL OBLIGATION ASSUMED BY THE COMPANY.

CERTIFICATE HOLDER CITY OF COOPER CITY P O BOX 290910 COOPER CITY, FLM 33329-0910 ATTN: PURCHASING DIVIDION	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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CITY COMMISSION STAFF REPORT

DEPARTMENT: Commission Office

SUBJECT: Discussion on Section 25-102, Driveways and Sidewalks, Repair and maintenance required – **Mayor Ross**

BACKGROUND OF ITEM:

At the Regular City Commission of July 27, 2021, Mayor Ross requested that Article VII. Driveways and Sidewalks, Section 25-102 Repair and Maintenance Required of the City Code of Ordinances be placed on the next Commission agenda for discussion.

ATTACHMENTS:

1. Article VII. Driveways and Sidewalks (added by staff)

ARTICLE VII. DRIVEWAYS AND SIDEWALKS

Sec. 25-100. Driveway standards.

(a) *General requirements.*

(1) Location and design of all vehicular ingress and egress driveways between private property and public streets shall meet the requirements of the city and shall be covered by a driveway or building permit.

(2) Performance bonds and engineering inspection fees for accessways which have been included as part of previously approved site development plans shall be in accordance with [chapter 24](#), [article V](#), site improvement permit.

(b) *Number of driveways.* No more than one (1) two-way accessway shall be permitted for any street frontage up to one hundred (100) linear feet, or no more than two (2) one-way accessways shall be permitted for any street frontage up to one hundred (100) linear feet, such standards to be applicable to any property under one ownership. Where such owner-ship involves over one hundred (100) feet of street frontage, one (1) additional two-way or two (2) additional one-way drives may be permitted for each additional two hundred (200) feet of frontage or major fraction thereof.

(c) *Driveway location.*

(1) *Proximity to right-of-way.* Residential corner lots shall have primary driveways constructed at the furthest point from the right-of-way of the nearest street intersection. A circular or secondary driveway shall be at least twenty-five (25) feet from the corner property line established in the Engineering Standards R-5 diagram. All non-residential drives shall be a minimum of one hundred (100) feet from the right-of-way of the nearest street intersection unless otherwise prescribed in the specific zoning district requirements. At signalized intersections, the City will specify distances from right-of-way or pavement edge to allow for sufficient stacking of vehicles in the street prior to the driveway location.

(2) *Separation between driveways.* All drives shall be separated by a minimum of twenty (20) feet or as required so that the driveway return radii do not overlap.

(Ord. No. 20-7-2, § 2, 7-28-20)

(d) *Driveway widths.* The width of driveway openings within the public or private street right-of-way shall conform with the following.

(1) *Single-family.* Primary driveways that access a carport or garage of a detached single-family or townhouse lot shall have a minimum width of eighteen (18) feet and a maximum width of twenty-four (24) feet.

(2) *Duplex.* If a single driveway is provided for both units of a duplex, the driveway width shall conform to the requirements for a single-family driveway in subsection (d)(1) above. If separate driveways are provided, each shall have a minimum width of nine (9) feet and a maximum width of twelve (12) feet.

(3) *Other uses.* Driveways for all uses other than detached single-family, duplex or townhouse units shall conform to the following.

a. One-way driveways shall have a minimum width of twelve (12) feet and a maximum width of sixteen (16) feet.

b. Two-way driveways shall have a minimum width of twenty-four (24) feet and a maximum width of thirty-six (36) feet.

(Ord. No. 20-4-1, § 2, 5-12-20)

(e) *Driveway return radius.* The driveway and driveway curb shall flare out to meet the street curb with an arc based on the following driveway return radii.

(1) *Residential.* Driveways serving no more than two (2) dwelling units shall have a driveway return radius of not less than five (5) feet nor more than fifteen (15) feet.

(2) *Other.* Driveways serving all other uses shall have a driveway return radius of not less than forty (40) feet nor more than forty-seven (47) feet.

Sec. 25-101. Non-vehicular access easements.

In order to promote orderly traffic movement surrounding all public and private developments, the city commission shall require, prior to commission approval of final plats, site plans or revised site plans, the creation of easements prohibiting vehicular ingress and egress at those locations along the boundaries of the property where otherwise such ingress and egress would, in the commission's discretion, create traffic congestion or safety hazards. Vehicular ingress and egress shall be prohibited in the following circumstances:

(a) All residential developments greater than four (4) acres in size shall be constructed with interior vehicular access served by either local service or collector streets. Exterior access to individual lots, buildings or parcels of land shall be prohibited.

(b) All nonresidential developments shall prohibit vehicular ingress and egress to local service streets, and shall prohibit vehicular ingress and egress except at specific driveway openings constructed in accordance with applicable provisions of the city code, as may be amended, and with the city's adopted engineering standards.

Sec. 25-102. Repair and maintenance required.

A. *Repair of sidewalks located on owner's premises.* It shall be the duty and responsibility of each property owner (including homeowner associations pursuant to section [6-33\(h\)](#) of the City Code) to construct or reconstruct and to keep in repair any sidewalks located on their premises (i.e., excluding public sidewalks which are located within the public right-of-way).

B. *Driveway aprons.* The apron area of a driveway shall be repaired by the owner of the abutting property so as to remain in a smooth and clean condition, free from ruts, potholes, loose aggregate and deterioration. Any sidewalks which are separately laid out and constructed as a sidewalk and situated between the paved driveway and the

driveway apron area shall be the city's responsibility (in lieu of the owner of the abutting property being responsible for said sidewalk) to the same extent that the city repairs sidewalks pursuant to this section [25-102](#), except that the city's responsibility under this paragraph B. shall be subject to each of the following limitations, restrictions and conditions:

(i) The city shall cause any sidewalk repair for which the city is responsible to be done by its own forces or city contractors in accordance with contract specifications, standards and methods which are approved by the city's Public Works Director.

(ii) The city shall not be responsible for aesthetic or cosmetic differences between the repaired sidewalk and the remaining portion of the driveway or for any lack of uniformity in appearance.

(iii) Before undertaking any sidewalk repair work pursuant to this paragraph B., the City Manager may require the benefitted property owners to execute release and indemnification forms (the "release:") which serves to implement this provision and to protect the city and its officers, agents, employees, and contractors from liability. The release shall also provide for the benefitted property power to be solely responsible for the repair of the remaining portion of the property owner's driveway.

As an alternative to doing the above-described repair work via the city's own forces or city contractor, the City Manager may authorize, by written agreement, the property owner to engage the property owner's own contractor to do the sidewalk repair work, at the property owner's sole cost and expense, except that the City manager may reimburse the property owner for the cost of the repair, after the work is satisfactorily completed. The amount of reimbursement shall not exceed the cost that the city would have incurred had the city used its own forces or a city contractor for the repair work.

C. *Harmony of provisions.* Except as provided in paragraphs A. to and including B. above, all sidewalk areas within public rights-of-way shall be kept in a structurally sound condition (as defined in section [6-36\(o\)](#) of the City Code) by the city. Any sidewalks located within the paved driveway apron area of a non-residential property shall be the property owner's responsibility to construct or reconstruct and keep in repair.

D. *Cleaning of sidewalks.* It shall be the responsibility of each property owner (including homeowner associations pursuant to section [6-33\(h\)](#) of the City Code) to uniformly clean debris, stain, and mold from all sidewalks on or abutting the front or sides of their property. This area shall also be kept clean and free of weeds, trash and debris and other such obstructions. Notwithstanding any other provisions of this section, the city may, in its discretion, periodically clean (i) those portions of a public sidewalk that abuts non-residential property and which are in the public rights-of-way outside a property owner's boundaries; or (ii) sidewalks which abut the rear property boundary of a residential property that may or may not be separated by a fence or other physical barrier from the property.

(Ord. No. 15-5-1, § 2, 5-12-15; Ord. No. 15-5-2, § 2, 5-12-15)

Sec. 25-103. Sidewalks.

- (a) Sidewalks shall be required in all new construction. Sidewalks shall be constructed in accordance with the city's adopted engineering standards.
- (b) It shall be mandatory that sidewalks be constructed along both sides of each and every street, highway and thoroughfare within the corporate limits of the city.
- (c) Prior to the approval of a site plan of subdivision improvement plan, or prior to the construction, reconstruction or repair of any sidewalk, plans therefor shall be submitted to and approved by the city. The plans shall show the location, dimensions, materials to be used and grading for the proposed construction, reconstruction or repair. The construction, reconstruction, maintenance and repair of all sidewalks shall be acceptable to the city.
- (d) The sidewalk plan shall provide for construction of sidewalks in the street right-of-way adjacent to all property which abuts a street. Sidewalks shall be extended to the edge of pavement over all streets and parking areas and shall be continuous across driveways. In the event there is not sufficient room within the street right-of-way for construction of a sidewalk, the sidewalk shall be constructed on the owner's property adjacent to public streets and the owner shall dedicate an appropriate easement to the public for sidewalk purposes.
- (e) Any sidewalk constructed contrary to the provisions of this section may be condemned by the chief building official and ordered reconstructed or reformed.
- (f) It shall be unlawful for any person to construct, reconstruct or repair any sidewalk contrary to or to violate any other provisions of this section, or the city's adopted engineering standards.

Sec. 25-104. Guardrails.

- (a) Guardrails shall be constructed within the right-of-way wherever the designed edge of a canal, lake or ditch lies within twenty-five (25) feet of the pavement or the city determines that guardrails are necessary for the protection of the public.
- (b) Guardrails shall be constructed in accordance with the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, 1982 Edition, as amended.

Sec. 25-105. Enforcement and penalty.

(1) Any person (including a homeowners' association) who violates any provision of Article VII, shall be subject to enforcement under the Local Government Code Enforcement Act, Chapter 162, F.S., as amended, and Article VI of Chapter 13 of the City Code as amended.

(2) Each day that a violation continues shall be deemed a separate violation.

(Ord. No. 15-5-1, passed 5-12-15; Ord. No. 15-5-2, passed 5-12-15)

Sec. 25-106—25-109. Reserved.



CITY COMMISSION STAFF REPORT

DEPARTMENT: Commission Office

SUBJECT: Discussion and possible action on sufficient backup for agenda items –
Commissioner Pulcini

BACKGROUND OF ITEM:

Commissioner Pulcini is requesting discussion and possible action on having sufficient backup for agenda items to properly prepare for discussion and inform the residents appropriately. Attached is a draft Commission staff report for consideration.

ATTACHMENTS:

1. Draft Commission staff report (added by staff)



COMMISSION STAFF REPORT

DEPARTMENT: Commission

SUBJECT: <Enter the detailed subject for agenda face sheet>

RECOMMENDATION:

- The Commissioner's recommendation for commission discussion or approval will be stated here.

BACKGROUND OF ITEM:

- The Commissioner will work with a staff member to briefly explain the history of the item/issue.
- Any previous Commission action on this issue will be stated here.

ANALYSIS:

- The Commissioner will state the reason the item should be discussed and/or approved.
- The Commissioner will explain the impact of any proposed changes/action on the item.

ALTERNATIVES:

- The Commissioner will mention any alternatives to their recommendation

ATTACHMENTS/BACKUP:

- Staff shall work with the Commissioner to pull any relative backup that they may find useful for the discussion/approval.



**CITY COMMISSION
ORDINANCE/RESOLUTION**

TITLE: Ordinance 21-21 (Commissioner Shrouder)

DESCRIPTION: AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY’S CODE OF ORDINANCES BY AMENDING CHAPTER 10, RENAMING CHAPTER 10 “NOISE AND VIBRATIONS;” AMENDING SECTION 10-2, ENTITLED “DEFINITIONS;’ AMENDING SECTION 10-3, ENTITLED “EXCESSIVE NOISE PROHIBITED;” AMENDING SECTION 10-4, ENTITLED “MAXIMUM PERMISSIBLE SOUND LEVELS;” PROVIDING FOR ASSESSMENT OF SOUND LEVELS WITHOUT A SOUND LEVEL METER; AMENDING SECTION 10-9 ENTITLED “ENFORCEMENT RESPONSIBILITY;” PROVIDING FOR PROCEDURE OF ENFORCEMENT; DELETING SECTION 10-11 ENTITLED “PENALTY FOR VIOLATIONS;” PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

CITY MANAGER RECOMMENDATION:

N/A

BACKGROUND OF ITEM:

At the regular City Commission meeting of May 25, 2021 the Commission reached a consensus to direct the City Attorney’s Office to draft an Ordinance updating Chapter 10 of the City Code, Noise Regulations to include a measurement other than decimals and to specify reasonable notice. Ordinance 21-21 is attached for approval.

ANALYSIS:

N/A

FISCAL IMPACT:

N/A

ALTERNATIVES:

N/A

ATTACHMENTS:

- 1. Ordinance 21-21

ORDINANCE NO. 21-21

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY’S CODE OF ORDINANCES BY AMENDING CHAPTER 10, RENAMING CHAPTER 10 “NOISE AND VIBRATIONS;” AMENDING SECTION 10-2, ENTITLED “DEFINITIONS;” AMENDING SECTION 10-3, ENTITLED “EXCESSIVE NOISE PROHIBITED;” AMENDING SECTION 10-4, ENTITLED “MAXIMUM PERMISSIBLE SOUND LEVELS;” PROVIDING FOR ASSESSMENT OF SOUND LEVELS WITHOUT A SOUND LEVEL METER; AMENDING SECTION 10-9 ENTITLED “ENFORCEMENT RESPONSIBILITY;” PROVIDING FOR PROCEDURE OF ENFORCEMENT; DELETING SECTION 10-11 ENTITLED “PENALTY FOR VIOLATIONS;” PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, excessive sound and vibrations within the limits of the City of Cooper City (the “City”) is a condition which has existed for some time and the amount and intensity of such sound and vibrations is increasing; and

WHEREAS, such excessive sound and vibrations is a detriment to the public health, safety, welfare and quality of life of the residents of the City; and

WHEREAS, it is the intent of the City Commission to allow City officials to assess sound and vibration level without a sound level meter; and

WHEREAS, it is the intent of the City Commission to allow law enforcement, code compliance, and other City officials and employees to enforce the City’s Code of Ordinance related to noise disturbances and vibrations; and

WHEREAS, the City Commission finds that this Ordinance is in the best interest of the citizens, residents, and business establishments in the City.

{00449493.6 3451-0000000}

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1. RECITALS ADOPTED. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. CHAPTER 10 OF CITY CODE AMENDED. That Chapter 10, entitled “Noise;” Section 10-2, entitled “Definitions,” Section 10-3, entitled “Excessive noise prohibited,” Section 10-4, entitled “Maximum permissible sound levels,” and Section 10-9 entitled “Enforcement responsibility” of Chapter 10 of the City Code of the City of Cooper City, Florida, is hereby amended and Section 10-9 is created to read, as follows:

Chapter 10 Noise Disturbances and Vibrations

Sec. 10-2. Definitions.

The following words and phrases, when used in this chapter, shall have the meanings respectively ascribed to them:

...

Noise disturbance means any sound which:

- (1) Disturbs or annoys a reasonable person of normal sensitivities;
- (2) Exceeds the sound level limits set forth in this chapter; or
- (3) Is plainly audible as defined in this section.

...

Official means any police officer, code enforcement officer or other officer designated by the city manager, or designee.

...

Plainly audible means any sound produced by any source, or reproduced by a radio, tape player, television, CD player, electronic audio equipment, musical instrument, sound amplifier or other mechanical or electronic sound-making device, or nonamplified human voice that can be clearly

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heard by a person using their normal hearing faculties, at a distance at or beyond the property boundary of the land use category from which the sound emanates.

...

Sound means an oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that causes compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

...

Sound level meter means an instrument, including a microphone, an amplifier, an output meter, and frequency weighting networks, for the measurement of sound levels.

Sec. 10-3. ~~Excessive noise prohibited.~~ Prohibition on Noise Disturbances

~~No person shall make, continue or cause to be made or continued any loud, unnecessary or excessive noise which unreasonably interferes with the comfort and repose of others within the jurisdiction of the city.~~

It shall be unlawful and a violation of this chapter to make, cause or allow the making of any sound that causes a noise disturbance, as defined in Section 10-2.

Sec. 10-4 Maximum permissible sound levels

- (a) It shall be unlawful, except as expressly permitted herein, to make, cause or allow the making of any noise or sound which violates the provisions of this chapter.
- (b) No person shall operate or cause to be operated any source of sound from any location in such a manner as to create a sound level which exceeds the limits set forth in Table 1 for the receiving land use category more than ten (10) percent of any measurement period, which period shall not be less than ten (10) minutes, when measured at or beyond the property boundary of the land use category from which the sound emanates, provided, however, that in the case of multi-family dwelling land use category, the sound level shall be measured within an adjacent intrabuilding dwelling.
- (c) For any source of sound, the sound level shall not exceed the maximum permissible sound level limit set forth in Table 1 by fifteen (15) dB(A) for all land use categories.
- (d) Sound level measurement may ~~shall~~ be made with a sound level meter using the A-weighting scale in accordance with the standards promulgated by the American National Standards Institute (ANSI) or by the assessment of an official.

TABLE 1
MAXIMUM PERMISSIBLE SOUND LEVELS BY RECEIVING LAND USE
CATEGORY

<i>Land Use Category</i>	<i>Time</i>	<i>Sound Level Limit</i>
Residential, noise sensitive area, public space	7 a.m. - 10 p.m. 10 p.m. - 7 a.m.	60dB(A) 55dB(A)
Multi-family dwelling	7 a.m. - 10 p.m. 10p.m. - 7a.m.	50 dB(A) 45 dB(A)
Commercial, convention	7 a.m. - 10 p.m. 10 p.m. - 7 a.m.	65 dB(A) 60 dB(A)
Industrial	At all times	75dB(A)

(e) Assessment without sound level meter. An official who hears a sound that constitutes a noise disturbance, as defined in Section 10-2, in violation of section 10-3 of this chapter, shall assess the sound according to the following standards:

(1) The primary means of detection shall be by means of the official’s normal hearing faculties.

(2) The official must have a direct line of sight and hearing to the real property of the source of the sound so that the official can readily identify the offending source of the sound and the distance involved.

(3) The official need not determine the particular words or phrases being said or produced or the name of any song or artist producing the sound. The detection of a rhythmic bass reverberating type of sound is sufficient to constitute a plainly audible sound.

Sec. 10-9 Excessive vibrations

(a) It shall be a violation of this article for any person to cause, create or allow to be created any vibration within the City of Cooper City in excess of the following levels:

(1) 0.1 peak particle velocity at one or less Hz in any plane.

(2) 0.2 peak particle velocity at greater than one Hz in any plane.

(b) Distance. Vibrations shall not exceed those levels as set forth above when measured at any point beyond the real property line of the use.

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(c) Method. For the purpose of measuring vibration, a three-component simultaneous measuring system recognized as standard for such purpose shall be used in determining displacement and maximum peak particle velocity. Maximum peak particle velocity shall be the maximum displacement vector sums of the three perpetual components referred to above multiplied by frequency in cycles per second. Location and timing of measurement shall be arranged insofar as possible to exclude vibrations emanating from off the premises involved, or a correction factor reasonable under the circumstances shall be applied to compensate for off-premises vibrations.

Sec. 10-~~109~~ Enforcement responsibility and Penalties

(a) ~~The police chief shall be responsible for the enforcement of the provisions of this chapter; provided, however, that~~ The city manager shall be responsible for the issuance of special permits, with the concurrence of the police chief, and the enforcement of the conditions stated thereon.

(b) At the option of the City, this chapter may be enforced:

- a. As provided by City’s code enforcement procedures found in Chapter 13 of this code;
- b. As provided in Section 1-8 of this code; or,
- c. Through any legal remedy available to the City.

(c) All penalties or remedies of the City shall be non-exclusive.

(d) Upon arrival at any property which is the subject of complaint that sound or vibration exceeds the maximum levels prescribed in Section 10-4, the official responding to the complaint shall attempt to notify the owner of the property, or the person responsible for the sound or vibration, that the sound or vibration emitting from the property is in violation of this chapter. Following notice from the official, the owner or person responsible for the sound or vibration shall have ten minutes to voluntarily reduce the sound or vibration to a level which is in compliance with this chapter. If the sound or vibration is reduced within the ten minute voluntary compliance period, no violation shall be issued under this section except as follows:

- 1) If the property which is the subject of a complaint, has been the subject of a complaint within the prior six months to which an official responded, and a voluntary compliance notice was issued on such prior occasion, a citation may be issued for violation of this chapter without notice or opportunity for voluntary compliance pursuant to this subsection; or
- 2) If official is refused entrance or access to the property which is the source of sound or vibration in violation of this chapter, or if a police officer or code enforcement officer is unable to determine the person responsible for the excessive sound or

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vibration, a citation may be issued without notice or opportunity for voluntary compliance pursuant to this subsection as such matters are declared endanger the health, safety, and welfare of the City's residents.

- c) In the event that a police officer or code enforcement officer is refused entrance or access to the property which is the source of sound in violation of this chapter, or if an official is unable to determine the person responsible for the excessive sound, there shall be a rebuttable presumption that the property owner was responsible for the sound. In such event, a citation may be issued to the property owner on record with the Broward County Property Appraiser's Office. The property owner may rebut the presumption of responsibility by contesting the citation and establishing that the property owner was not the cause or the source of the excessive sound.
- (d) Any citation for violation of Section 10-3 or 10-9 shall contain the manner in which the sound level was determined. Citations shall be provided to any violator, including any property owner, by hand delivery by any police officer or code enforcement officer, or by certified mail, return receipt requested.

Sec. 10-11 Penalty for violations

~~(a) If a citation issued for violation of this chapter shall be paid prior to the issuance of a Notice to Appear or Municipal Information, the fine shall be twenty five dollars (\$25.00). After the issuance of a Notice to Appear or Municipal Information the penalties provided in section 1-8 of this code shall be applicable.~~

~~(b) Any provisions in this section to the contrary notwithstanding, in the case of a violation involving a motor vehicle, the person charged with a violation may be granted a period of fifteen (15) days in which to correct the source of the sound.~~

Section 4. It is the intention of the City Commission of the City of Cooper City that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Cooper City, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or such other word or phrase in order to accomplish such intention.

Section 5. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

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Section 6. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 7. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on First Reading this _____ day of _____, 2021.

PASSED AND FINAL ADOPTION on Second Reading this __ day of _____, 2021.

GREG ROSS
Mayor

ATTEST:

KATHRYN SIMS
City Clerk

ROLL CALL
Mayor Ross _____
Commissioner Green _____
Commissioner Meltzer _____
Commissioner Pulcini _____
Commissioner Shrouder _____

APPROVED AS TO LEGAL FORM:

JACOB G. HOROWITZ
City Attorney

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**CITY OF COOPER CITY
INTERDEPARTMENTAL BUDGET TRANSFER NOTIFICATION**

TO: CITY COMMISSION

VIA: UTILITIES

FROM: CITY MANAGER

DATE: 7/29/2021

Notification of the following transfer of funds is provided for the reasons set forth below:

	FROM	TO
Department/Division	Utilities - Water Distribution	Utilities - Wastewater Plant
Account Description	Equipment & Machinery - Truck	Equipment & Machinery
Account Number	450-910-564520-533	450-931-564724-535
Amount to be Transferred (\$)	\$33,000	\$33,000

This Transaction	All Funds Cumulative FY 21 YTD	2.5% Limit Based on FY 21 Adopted Budget
\$33,000	\$478,864	\$1,457,945

REASON:

To fund the purchase of a variable speed electrical drive (VFD) to operate the new treated sewer effluent pump. We are using funds that were budgeted for a new dump truck, but this VFD is a higher priority.

(Please Do Not Write Below This Line)

	NOTIFICATION	
Commission		



Recycling Update for Cooper City August 4, 2021

Henry Sori
Dawn McCormick



Environmental Benefits of Recycling

Recycling has significant environmental benefits

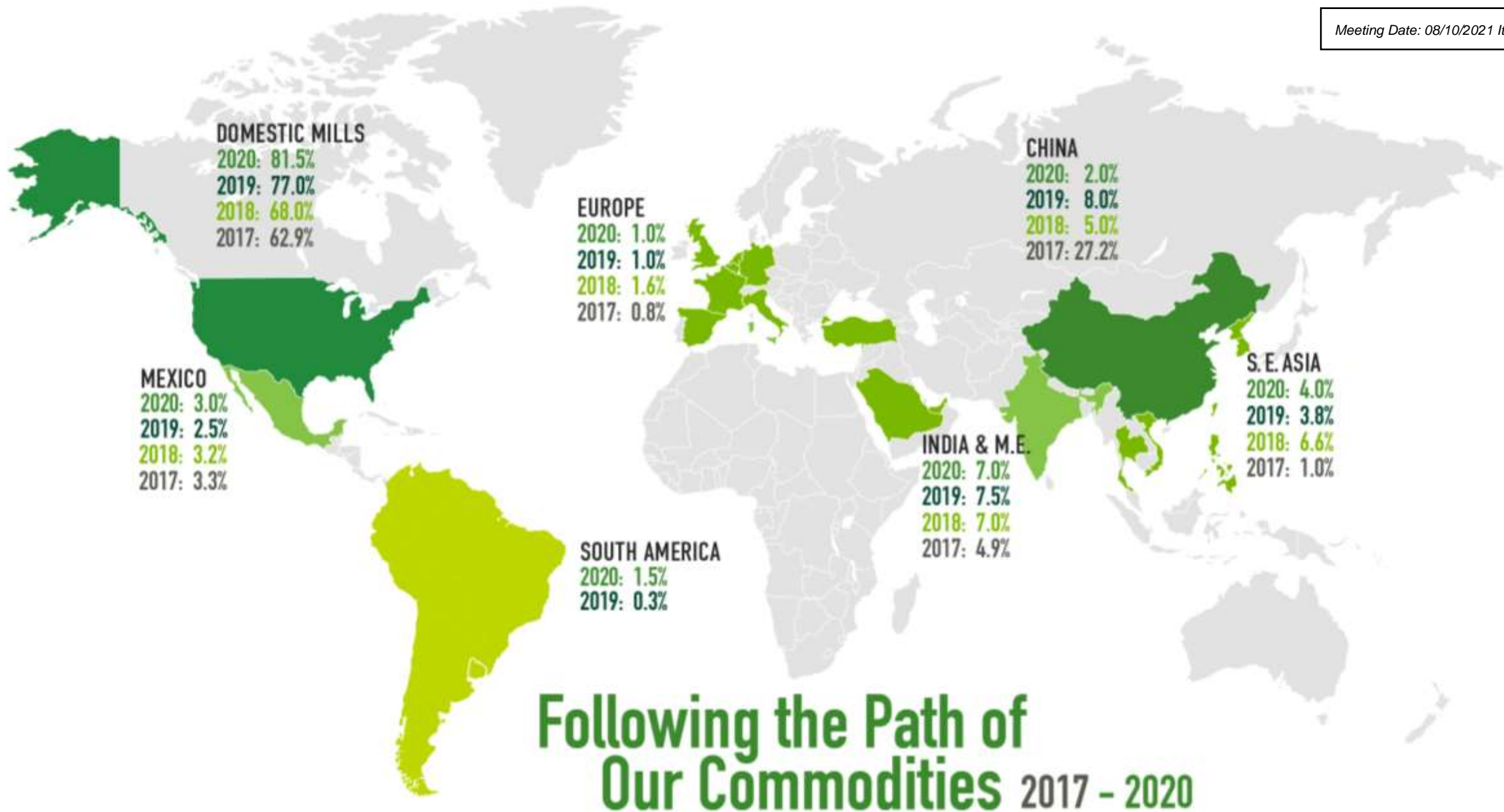
- Metal, paper and plastic recycling avoids the most GHG emissions by using less virgin material to make new products

End markets matter

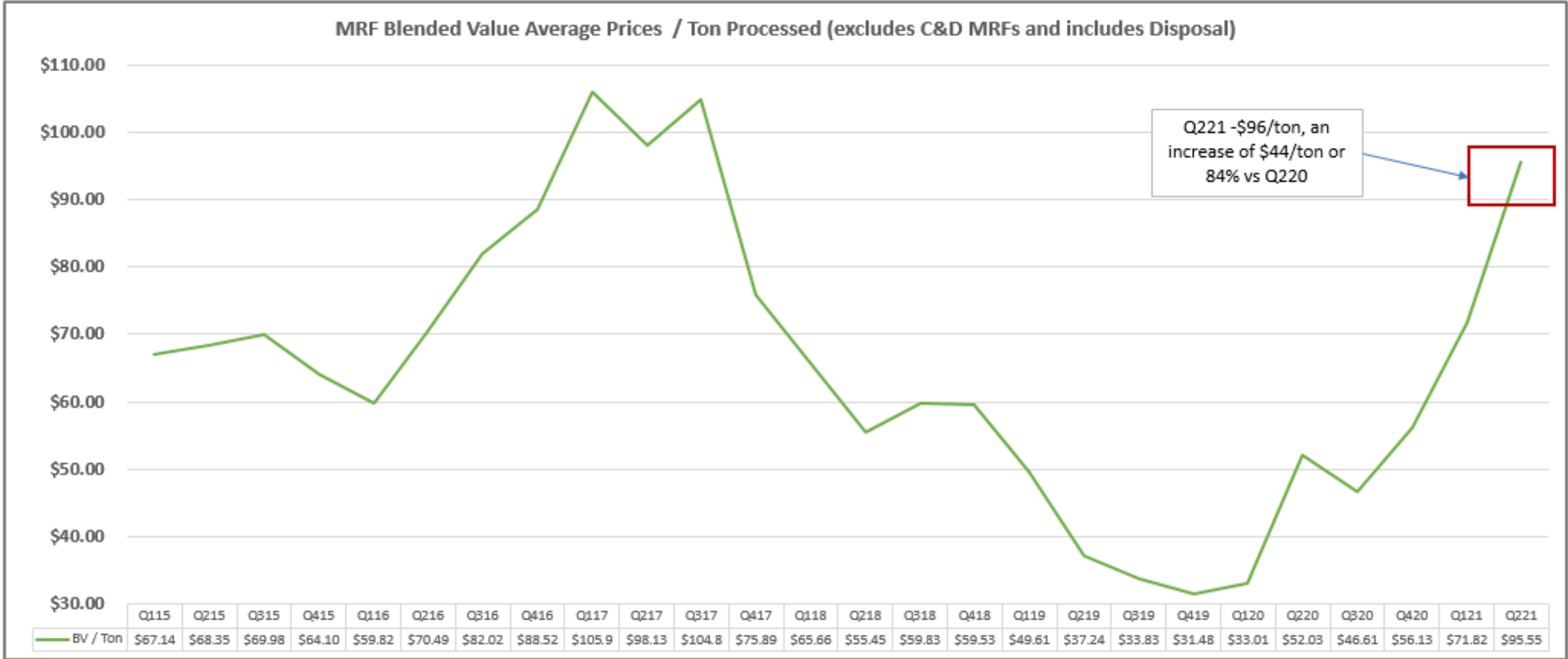
- If it's not recycled into a new product, it's not recycling
- There must be a demand for the finished products made with recycled content (counties/cities can update procurement codes)

Waste-to-Energy is Not Recycling





Following the Path of Our Commodities 2017 - 2020



Waste Management's Reuter Recycling in Pembroke Pines

Cooper City has a Recycling Processing Contract with Waste Management Inc. of Florida

- 11,105 homes eligible for service
- 2,135 tons processed (June 2020 – May 2021)
- Residents are billed monthly for sanitation and recycling services through the City's Utility Bill
- Most residents currently pay \$4.87 month for recycling:
 - Recycling collection - \$3.29
 - Recycling processing - \$1.58



Cooper City Recycling Processing Costs

Your Monthly Processing Fee payment to WM is \$16,669 (was \$14,984 11/1/20 – 5/31/21)

Waste Management sends a check to Cooper City each month based on the Average Market Value/Commodity Price of its tons – approximately 200 tons per month.

WM Payment to Cooper City		Net Cost to Cooper City to Recycle
November 2020	\$ 5,215	\$9,769
December 2020	\$ 9,051	\$5,933
January 2021	\$10,917	\$4,067
February 2021	\$ 9,012	\$5,972
March 2021	\$ 8,679	\$6,305
April 2021	\$12,419	\$2,565
May 2021	\$12,249	\$2,735
June 2021	\$12,869	\$3,800
July 2021	\$21,615	\$4,946 positive rebate to Cooper City

Cost to take Recyclables to Wheelabrator WTE: 200 tons x \$46.57 ton = \$ 9,314

For every month in 2021, it was more cost effective to Recycle than take those tons to WTE... and the right thing to do for the environment.

Contamination adds to cost...

Meeting Date: 08/10/2021 Item #11.



Cities are charged \$55 a ton over 10% contamination (for transportation and disposal costs).
Cooper City's contamination rate is 27% (better than many Broward cities).
Reduce contamination to improve economics of recycling.



FREE YOUR RECYCLABLES.
No plastic bags. Put items directly into your recycling container.

WM WASTE MANAGEMENT

RECYCLE OFTEN. RECYCLE RIGHT.

For more information, visit RecycleOftenRecycleRight.com

#Recycling101



WM WASTE MANAGEMENT RECYCLE OFTEN. RECYCLE RIGHT.

Recycling Basics Resources Get Started Newsroom

RECYCLE OFTEN. RECYCLE RIGHT.





WM WASTE MANAGEMENT

RECYCLING RIGHT STARTS AT SCHOOL

The most powerful habits and attitudes are created at an early age. Recycling can be one of them. WM's recycling curriculum has been developed in alignment with STEM and the Next Generation Science Standards and includes all required materials and background information you need to create a recycling lesson plan for any classroom.

 Recycle all my empty bottles, cans, paper and cardboard.

 Keep foods and liquids out of my recycling.

 Keep loose plastic bags and bagged recyclables out of my recycling.



#recycling101

Are you in the clear on recycling contamination?

Nationally, on average, 25% of all items in recycling bins are actually trash. That's a big problem impacting recycling efforts around the world. You can help by following three simple rules:

1. Recycle empty plastic bottles, cans, paper and cardboard.
2. Keep foods and liquids out of your recycling.
3. Keep plastic bags out of your recycling.

RECYCLE OFTEN. RECYCLE RIGHT.

For more information, visit RecycleOftenRecycleRight.com

Green Broward on Facebook and Twitter

Meeting Date: 08/10/2021 Item #11.



 **Green_Broward**
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 Check back here regularly for helpful tips on staying green, the latest news on Waste Management and its partnerships in the community, and to learn about other important...

 Amy Boyson and 4 other friends like this

Photos





Thank you!