CITY COUNCIL AGENDA
Oldsmar Council Chamber
101 State Street West
Oldsmar, Florida

City Council:
Katie Gannon, Mayor
Steve Graber, Vice Mayor
Cyndi Olmstead, Council Member
Sean Swauger, Council Member
Valerie Tatarzewski, Council Member

Felicia Donnelly, City Manager
Kristin Garcia, City Clerk
Thomas J. Trask, City Attorney

Mission Statement: The City of Oldsmar delivers fiscally responsible, dependable services that foster an exemplary quality of life honoring our unique history and character.

Date: **Tuesday, June 16, 2026** Time: **7:00 PM**

Notice is hereby given that the Oldsmar City Council will hold a Council Meeting for the following purpose(s):

MEETING CALLED TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG

OPEN FORUM Each speaker will be recognized once and will be limited to a five (5) minute presentation on any subject that is not scheduled for a **PUBLIC HEARING**. The Open Forum will conclude at 7:30 p.m. If any speaker has not been heard at the conclusion of the 30-minute Open Forum, the Mayor may announce a continuance and they will be given an opportunity to speak at the end of the Council meeting.

If you would like a member of the City staff to follow up on a comment or question made at the meeting, you may fill out a comment card with your contact information and give it to the City Clerk. Comment cards are available at the back table in the Council Chambers. Completing a comment card is not mandatory.

COMMUNITY MINUTE

APPROVAL OF ADDITION OF NEW AGENDA ITEMS (4 and 13) APPROVED

AWARDS AND RECOGNITION

1. Business of the Quarter Award Presentation to Graze Craze
   Packet Page 6

COMMUNITY REDEVELOPMENT AGENCY

2. Consideration of the Essential Terms of a proposed Development Agreement between Stanbery Development Group, LLC and the City of Oldsmar for approximately eight acres of city-owned property generally located between Tampa Road (SR 580), State Street, and Washington Avenue, and further direct the City Manager to host three public open houses **APPROVED THE ESSENTIAL TERMS OF A PROPOSED DEVELOPMENT AGREEMENT AND DIRECTED THE CITY MANAGER TO HOST THREE PUBLIC OPEN HOUSES**
   Packet Page 7

CONSENT DOCKET

3. Consider approval of minutes of June 2, 2026, Council Meeting **APPROVED**
   Packet Page 29

4. Consider approving payment to legal counsel for May 2026 legal services (New Agenda Item) **APPROVED**
   Packet Page 34

5. Consideration of proposal from Raftelis Financial Consultants, Inc., for a Fire Assessment Fee Study based on the pricing, terms and conditions of the City of Bartow Master Professional Services Agreement CM#2023-24-01 (PB26-015) **APPROVED**
   Packet Page 46

6. Consider approval of the purchases for the repair, replacement or supply of utility plant equipment from EMMI Electrical and Mechanical Maintenance Inc per the same pricing, terms, and conditions of the City of Ormond Beach Contract #RFP 2025-40 (PB26-035) **APPROVED**
   Packet Page 111

7. Consider awarding the installation of HVAC equipment for RO Water Treatment Plant to Austin Construction Group, Inc. under the same pricing, terms, and conditions as the City of Tampa Contract #24-J-01282 (PB23-011), utilizing the Job Order Contract Consulting Services of Gordian Group, Inc. under the same pricing, terms, and conditions as the City of Tampa Contract #41111317 (PB23-009) **APPROVED**
   Packet Page 173

CITY OF OLDSMAR

8. Presentation and Proclamation for National Parks and Recreation Month, July 2026

Packet Page 294

CITY ATTORNEY

9. **PUBLIC HEARING** and Second Reading of Ordinance 2026-08 regarding the operation of golf carts on park roads and within park parking lots **ADOPTED**
   Packet Page 296

CITY MANAGER

10. Consider adopting Resolution 2026-12, revising the City's Personnel Policy and Procedure Manual **ADOPTED**
    Packet Page 308

11. Consider adoption of Resolution 2026-13, 2025 Concurrency Test Statement **ADOPTED**
    Packet Page 466

12. Consider adopting Resolution 2026-15, revising the budget for Fiscal Year 2025/2026, and approve the new pay plan and position grade assignments **ADOPTED**
    Packet Page 487

13. Consider awarding contract for Curlew Road Sanitary Sewer Construction Mitigation Services, to Votex Companies, LLC, per the same pricing, terms, and conditions of the H-GAC cooperative contract TP07-25 (CC25-042) (New Agenda Item) **APPROVED**
    Packet Page 495

14. Consideration of an Amendment to the previously recorded Restrictive Covenant to allow shopping center uses for the property located on Stephanie Drive, parcel ID 15-28-16-20100-000-0040, zoned C-2, Commercial General **APPROVED**
    Packet Page 546

CITY CLERK

CITY COUNCIL

15. Review Council Rules of Procedures **NO CHANGES**
    Packet Page 570

16. Council Comments
    Packet Page 586

17. Consider approval of tentative agenda for the July 7, 2026, Council Meeting **APPROVED AS AMENDED TO INCLUDE DISCUSSION OF MOVING THE AUGUST 18, 2026 COUNCIL MEETING DUE TO ITS OCCURENCE ON ELECTION DAY**
Packet Page 587

NOTICES

- Any person with a disability requiring reasonable accommodation in order to participate in this meeting should contact the City Clerk's office: telephone (813) 749-1115, email kgarcia@myoldsmar.com, or operator assistance (800) 955-8770.

- Video recordings and minutes of the meetings are available online at www.myoldsmar.com.
- To appeal any decision made by the Board, Agency or Council with respect to any matter discussed at such meeting or hearing, the person making the appeal will need a record of the proceedings and for such purposes 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, pursuant to Florida Statute 286.0105. The City does not provide verbatim transcripts. Arrangements to obtain a verbatim transcript should be made in advance with an outside agency, such as a court reporter.
- For Open Forum and Public Hearings, personal computers and files cannot be connected to the network due to security protocols. 10 printed copies of material are preferred to cover the Mayor, Council Members, Charter Officials, and the record. To display a hard copy on the monitors, please contact the City Clerk's office the day before the meeting so that we can test the projection equipment.

PUBLIC HEARING PROCEDURE

A) City Attorney reads ordinance.
B) City Manager's remarks.
C) Staff Presentation (optional).
D) Applicant's Presentation.
E) Mayor opens Public Hearing.
F) Public Hearing (Proponents, Opponents).
G) Mayor closes Public Hearing.
H) Applicant's Closing Statement (if desired).
I) Motion is made.
J) Second is made.
K) Council discussion.
L) Council roll call vote.
M) City Clerk records and announces the results.

SUBSCRIPTIONS

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DOCUMENT ACCESSIBILITY STATEMENT

The City of Oldsmar is committed to making our meeting information accessible to all audiences. If there are changes we can make for easier use, of if you encounter material you cannot access, please contact the City Clerk so that we may provide a reasonable alternative way to access or obtain the information you are seeking. We endeavor to provide requested material within three to five business days of receiving the request. To contact the City Clerk, call 813-749-1115, email kgarcia@oldsmarfl.gov, or write to Kristin Garcia, City Clerk, Oldsmar City Hall, 100 State Street West, Oldsmar, Florida 34677.

INVOCATIONS

Citizens wishing to provide an invocation at a regular Council Meeting need to contact the City Clerk no later than two weeks before the meeting.

CONTACTING CITY COUNCIL

Citizens can reach City Council in the following ways:

- Email to CouncilMembers@Oldsmarfl.gov

- Mail or drop off information at Council Members, 100 State Street West, Oldsmar FL 34677
- Leave Message at (813) 749-1115

Comments received outside the meeting will not be read into the minutes, but will be delivered to all Council Members for their attention.

COMMUNITY ENGAGEMENT

Each agenda item has its own Community Engagement Goal. Following is a list of those goals:

Inform: To provide the public with balanced and objective information to assist them in understanding a situation, alternatives, opportunities, and solutions.

Consult: To obtain public feedback on analysis, alternatives and decisions. An example is City Council making decisions as representatives of the people.

Involve: To work diligently with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered. Examples include open houses and surveys.

Collaborate: To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution. Examples include charter and ordinance review committees, public art selection committees, and advisory board recommendations.

Empower: To place final decision-making in the hands of the public. An example is offering a charter question to the electors.

CITY OF OLDSMAR
CITY COUNCIL
AGENDA ITEM
COVER MEMO

TO: City Council

FROM: Kristin Garcia, City Clerk

DATE: June 16, 2026

AIR #: AIR-3936

SUBJECT: Business of the Quarter Award Presentation to Graze Craze

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BACKGROUND
Presentation of the Business of the Quarter Award for the first quarter of 2026 to Graze Craze.

STRATEGIC GOAL
Effective Community Engagement

COMMUNITY ENGAGEMENT
Inform

CITY OF OLDSMAR
CITY COUNCIL
AGENDA ITEM
COVER MEMO

TO: City Council

FROM: Felicia Donnelly, City Manager

DATE: June 16, 2026

AIR #: AIR-3938

SUBJECT: Consideration of the Essential Terms of a proposed Development Agreement between Stanbery Development Group, LLC and the City of Oldsmar for approximately eight acres of city-owned property generally located between Tampa Road (SR 580), State Street, and Washington Avenue, and further direct the City Manager to host three public open houses

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BACKGROUND
In March 2024, the City of Oldsmar issued a Request for Proposals for the purchase and redevelopment of approximately eight acres of city-owned property generally located between Tampa Road (SR 580), State Street, and Washington Avenue. The purpose of the solicitation was to implement the City's vision of creating a mixed-use Town Center.

Following receipt and evaluation of proposals, the City Council, in August 2024, selected Stanbery Development Group as the preferred developer and authorized the City Manager to begin negotiations regarding the sale and redevelopment of the Town Center site.

In November 2024, the City Council conducted a work session to review and discuss the conceptual plan submitted by Stanbery Development Group.

In September 2025, Stanbery Development Group presented a revised concept plan for consideration by the City Council in response to the City Council Work Session discussions.

In November 2025, the City Council approved a revised conceptual plan.

In May 2026, the City Council approved another revised conceptual plan that refined the site layout, expanded and enhanced public gathering areas, relocated retail buildings to improve activation of the plaza, and maintained the mixed-use character of the development.

As this is city-owned property in the CRA, if this item is approved by the City Council, the City will host three public open houses to present the conceptual plan and essential terms to the public. City staff will create a list of the public comments received at the open houses for City Council's review and consideration. The open houses are tentatively scheduled for Thursday, July 9 from 10 -11 am at the Gull Aire Village Clubhouse, Saturday, July 11 from 9-10am at Cypress Forest Recreation Center and Tuesday, July 14 from 6-7pm at State Street Center.

After the open houses, the City Council shall review the essential terms of the development agreement and the public comments from the open houses and shall, if it determines to proceed further with completion of the development agreement, direct the City Attorney to reduce the said development terms to contractual form for further consideration by the City Council.

In accordance with Section 14.7 of the City's Land Development Code, the essential terms and conditions of the proposed Development Agreement are presented to the City Council in outline form for consideration.

The purchase price, submitted and accepted as part of the Request for Proposals, is $2,000,000.

1. Provide a completion security in the form of a surety bond, letter of credit or other acceptable guaranty to guarantee construction and installation of all roads, streets, sidewalks, drainage, and water and sewerage disposal facilities as are required. Security shall be in the amount of 110 percent of the estimated cost of required improvements based on a certificate of cost estimate prepared, signed, sealed and dated by a registered professional engineer.
2. Provide a maintenance security in the form of a surety bond, letter of credit, or other acceptable guaranty in such amount to indemnify the City against latent defects in the improvements. Minimum security shall be 20 percent of the estimated cost of required improvements, to be fully effective for 18 months from acceptance by the board.
3. The Developer shall ensure that, during the initial lease-up of the project, at least 30% of the commercial tenants are food retailers. No tenant's primary use shall be duplicated during the initial lease-up period, meaning that only one tenant of a particular primary use, such as a nail salon, sandwich shop or bank, shall be permitted, except for general retail uses, including clothing, accessory, gift, and home furnishing stores, which may be duplicated as is common in quality shopping centers. The Developer further agrees that the tenant mix, quality, and character of the initial lease-up shall be consistent with an A-tier multi-tenant

commercial development appropriate for the Oldsmar area and the Tampa Road Corridor.

4. Subject to Force Majeure, should the Developer fail to complete the Project within sixty (60) months from the effective date of this Agreement the Developer shall pay liquidated damages to the City for the delay. The liquidated damage shall be calculated at a rate of $350,000 annually after sixty months. The Parties agree that the liquidated damage rate has been determined to be the loss of estimated ad valorem taxes that the City would have received had the Project been completed timely. Those liquidated damages shall be prorated at $29,167 per month, and due for any time the project is not completed within 60 months. The first liquidated damages shall be made in the sixty first month after the effective date of this Agreement. The payment of the liquidated damages shall be remitted by the Developer to the City within fourteen (14) days of the date of the invoice is provided by the City to the Developer.
5. Certificate of Occupancy will not be issued for the residential buildings until the commercial buildings receive a Certificate of Completion or Temporary Certificate of Occupancy, and public spaces are completed.
6. Residential units will be no less than the market rate.As such, the project will not be eligible for local tax incentives or exemptions, as reflected in a restrictive covenant.
7. Access agreement for overflow parking at the city-owned parking lot across the street.
8. The community shall be operated, maintained and repaired in a manner consistent with a well maintained multifamily residential community, and shall not be permitted to fall into a state of material disrepair.
9. Prohibited medical uses shall include, hospitals, emergency rooms, urgent care centers, outpatient or ambulatory surgical centers, dialysis centers, or primary care medical offices.
10. Other prohibited uses include adult uses, theater, auditorium, places of worship, meeting hall, banquet hall, massage parlors, check cashing operations, flea markets, pawn shops, billiard or pool halls.
11. Outdoor live entertainment, including live musicians, bands, DJs, karaoke, and similar performances, shall be permitted until 10:00 p.m. Background music played through speakers accessory to a permitted restaurant, café, or similar establishment shall be permitted until 11:00 p.m.
12. Infrastructure will be privately owned and maintained by property owner.
13. Payment of all applicable Impact Fees.
14. Construction, landscaping, lighting, and maintenance of Public Space, including within the City’s right-of-way, along State Street and Washington Avenue will be in accordance to the site plan.
15. Public Space will include public art sculpture, in the amount of no less than $50,000.
16. Provision of Public Plaza space for the City to conduct events open to the public, such as annual Holiday tree lighting. This will be permitted no more than 10 days total per year, no more than 2 consecutive days, with a 45-day notice to the Developer.

17. The Developer will consider provision of space to host other non-city events, such as weekly Saturday Market, athletic events, etc.
18. Provision of access and maintenance easements as required for public utilities.
19. Relocation of the City's utilities at Developer's expense.
20. Performance of all site due diligence including, but not limited to, any additional surveys and environmental assessments.
21. Replat of the existing parcels of land and vacation of applicable right-of-ways.
22. All site work, including but not limited to, the demolition or relocation of existing structures.
23. Buy-in into the City's stormwater system at building permit application.
24. Connect the project to the City's reclaimed water system, as available.
25. Submission of a final site plan, including a signage, lighting and landscape plan, through the City's formal review process.
26. Obtain of all required permits.
27. Demonstration of concurrency, and submission of a concurrency test statement as required by the City's Land Development Code.
28. Demonstration of compliance to the Tampa Road Corridor Requirements and Town Center Code, including, but not limited, to the Architectural Design and Pattern Book.
29. Non-refundable deposit of $200,000 to be paid at execution of the Development Agreement. This will be credited to the purchase price at closing. The $100,000 currently held in escrow will be applied toward the non-refundable deposit.
30. The City Manager can administratively extend the development agreement for a period of 180 days.
31. Proposed Design Exceptions (Variances)
    a. Setbacks
        i. Building Building No. 1: An increase to the maximum front setback along State Street and Washington Avenue from 10 feet to 15 feet.
        ii. Building No. 3: An increase to the maximum front setback along State Street from 10 feet to 90 feet.
        iii. Building No. 4: An increase to the maximum front setback along Washington Avenue from 10 feet to 50 feet.
    b. Parking
        i. To allow for back-to-back parking stalls in the center of the site without the required 5' landscaped median for up to 50 parking spaces with the installation of wheel stops.
        ii. An increase in the maximum spacing between required landscape islands from 80 feet to 100 feet, with the provision of wider landscaped islands between parking areas.
    c. Sidewalks
        i. To allow a minimum 6' wide sidewalk along the frontage of Building No. 1 along State Street and Washington Avenue.

STRATEGIC GOAL

Economic Development

COMMUNITY ENGAGEMENT
Collaborate

RECOMMENDED MOTION
Approve the Essential Terms of a proposed Development Agreement between Stanbery Development Group, LLC and the City of Oldsmar for approximately eight acres of city-owned property generally located between Tampa Road (SR 580), State Street, and Washington Avenue, and further direct the City Manager to host three public open houses.

ATTACHMENTS
Architectural (PDF)
Conceptual Plan (PDF)

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architects • planners
an employee owned company



Oldsmar Town Center
PREDESIGN

CONCEPTUAL IMAGE

STANBERY DEVELOPMENT GROUP | the NRP group

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Oldsmar, FL
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COVER SHEET

A0.00

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COMMERCIAL BUILDING 3 - RENDERING

A2.07

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EAM
RESTAURANT
LEASING



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RESIDENTIAL BUILDING 1 -
RENDERING - NORTH WEST

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BISTRO
BISTRO
OLDSMAR Town Center



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RENDERING - WEST

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RENDERING - SOUTH WEST

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COMMERCIAL BUILDING 4 - RENDERING

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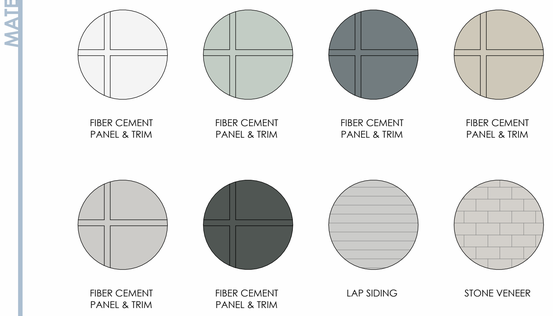
ESTAURANT
COFFEE & CO.
LEASING



2 WEST ELEVATION

SCALE: 1" = 20'-0"

MATERIALS





1 SOUTH ELEVATION

SCALE: 1" = 20'-0"

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05-14-2026 | BUILDING 1 - OVERALL ELEVATIONS | **A2.04**

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2 WEST ELEVATION

SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION A

SCALE: 1/8" = 1'-0"

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BUILDING 1 - ENLARGED ELEVATIONS

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2 SOUTH ELEVATION C

SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION B

SCALE: 1/8" = 1'-0"

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BUILDING 1 - ENLARGED ELEVATIONS

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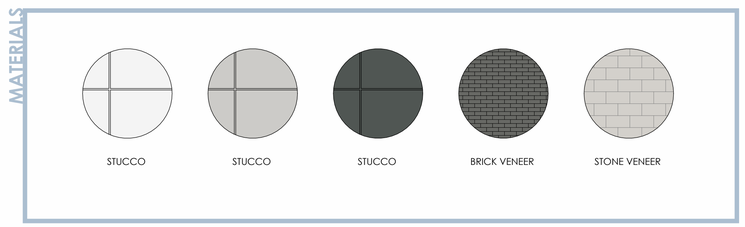
2 COMMERCIAL BUILDING 3 - FRONT

SCALE: 1/8" = 1'-0"



1 COMMERCIAL BUILDING 3 - RIGHT

SCALE: 1/8" = 1'-0"



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COMMERCIAL BUILDING 3 - ELEVATIONS

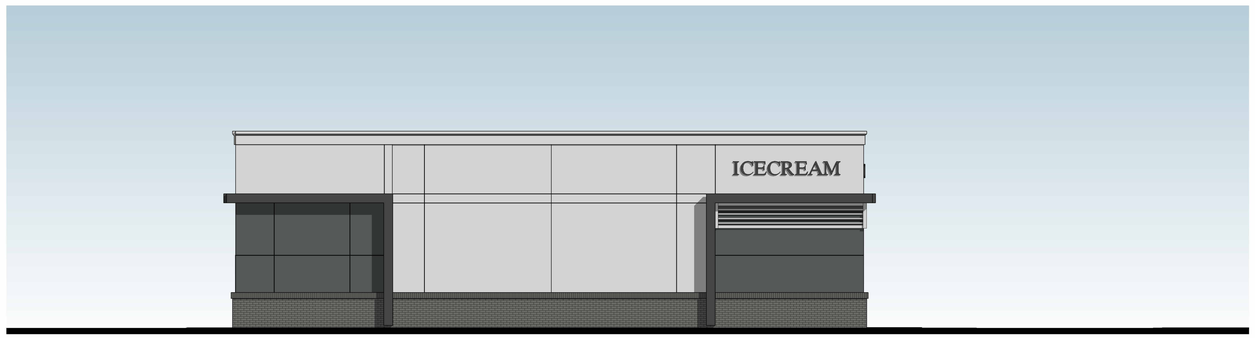
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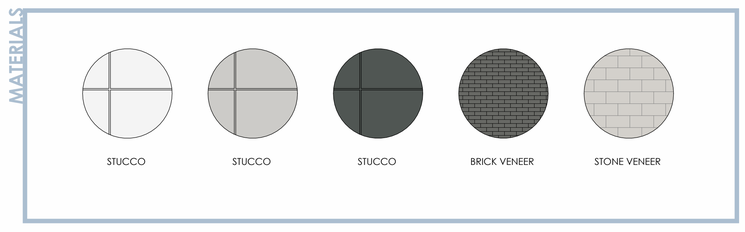
2 COMMERCIAL BUILDING 3 - REAR

SCALE: 1/8" = 1'-0"



1 COMMERCIAL BUILDING 3 - LEFT

SCALE: 1/8" = 1'-0"



STANBERY DEVELOPMENT GROUP | the NRP group

Oldsmar Town Center
Oldsmar, FL
4864 created by: **Author**
PREDESIGN

cba architects • planners

05-14-2026

COMMERCIAL BUILDING 3 - ELEVATIONS

A2.10

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5/14/2026 10:31:17 AM Autodesk Docs://4864 - NRP OLDSMAR TOWN CENTER/4864-OLDSMAR TOWN CENTER_Architect



2 COMMERCIAL BUILDING 4 - RIGHT ELEVATION

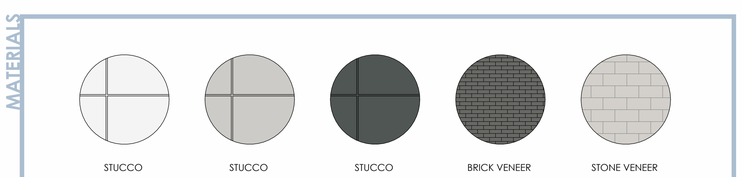
SCALE: 1/8" = 1'-0"



1 COMMERCIAL BUILDING 4 - FRONT ELEVATION

SCALE: 1/8" = 1'-0"

MATERIALS



STANBERY DEVELOPMENT GROUP | the NRP group

Oldsmar Town Center
Oldsmar, FL
4864 created by: **CDC**
PREDESIGN

cba architects • planners

05-14-2026

COMMERCIAL BUILDING 4 - ELEVATIONS

A2.11

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5/14/2026 10:31:24 AM Autodesk Docs://4864 - NRP OLDSMAR TOWN CENTER/4864-OLDSMAR TOWN CENTER_ArchVer1



2 COMMERCIAL BUILDING 4 - LEFT ELEVATION

SCALE: 1/8" = 1'-0"



1 COMMERCIAL BUILDING 4 - REAR ELEVATION

SCALE: 1/8" = 1'-0"

MATERIALS



STANBERY DEVELOPMENT GROUP | the NRP group

Oldsmar Town Center
Oldsmar, FL
4864 created by: **Author**
PREDESIGN

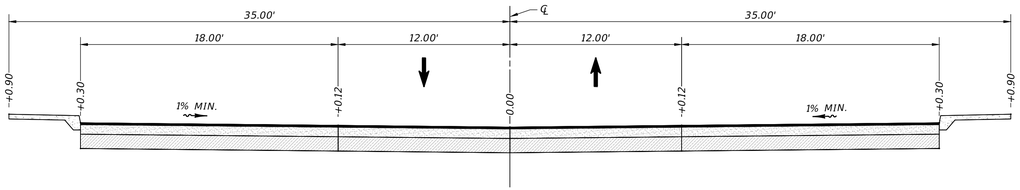
cba architects • planners

05-14-2026

COMMERCIAL BUILDING 4 - ELEVATIONS

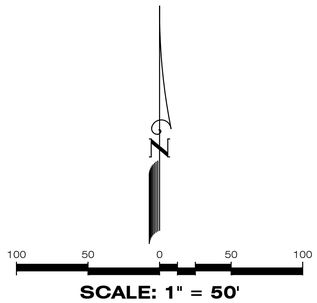
A2.12

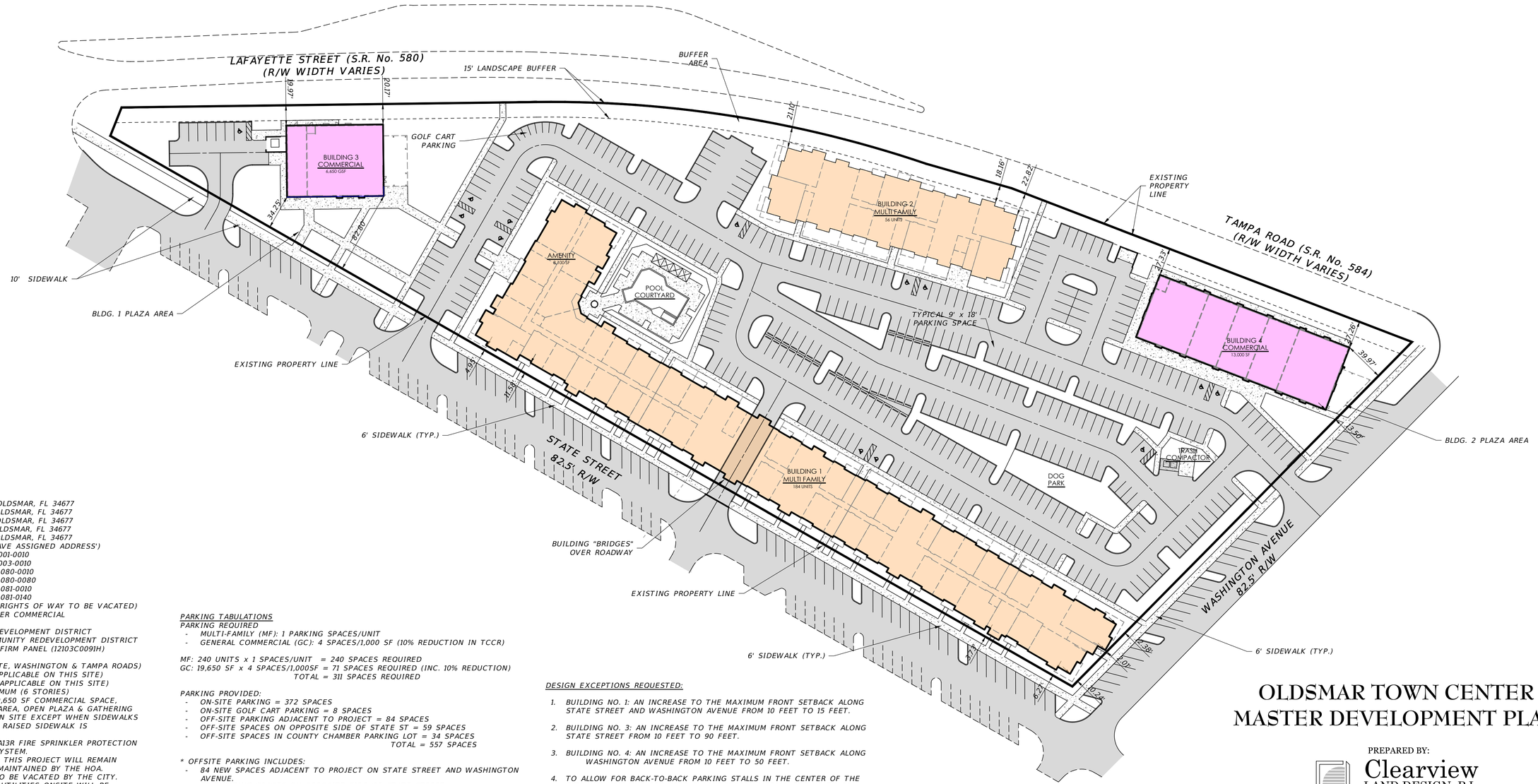
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TYPICAL DRIVE AISLE SECTION

DEVELOPMENT SUMMARY		
DESCRIPTION	SIZE ACRES	%
ROADWAY/PARKING AREA =	2.85	35.6%
SIDEWALK AREA =	0.67	8.4%
BUILDING AREA =	2.14	26.8%
GREEN/OPEN SPACE =	2.34	29.3%
TOTAL PROJECT AREA	8.00	100%





OLDSMAR TOWN CENTER MASTER DEVELOPMENT PLAN

PREPARED BY:

Clearview
LAND DESIGN, P.L.

Registered Business Number: RY28858
3010 W Azeele St., Suite 150, Tampa, Florida 33609
Office: 813-223-3919 Fax: 813-223-3975

Date: May 29, 2026

SITE NOTES:

1. ADDRESS: 100 STATE ST W OLDSMAR, FL 34677
   111 STATE ST W OLDSMAR, FL 34677
   101 FAIRFIELD ST W OLDSMAR, FL 34677
   129 FAIRFIELD ST W OLDSMAR, FL 34677
   3952 TAMPA RD W OLDSMAR, FL 34677
   (NOT ALL PARCELS HAVE ASSIGNED ADDRESS')
2. PARCEL IDS': 24-28-16-89514-001-0010
   24-28-16-89514-003-0010
   23-28-16-63936-080-0010
   23-28-16-63936-080-0080
   23-28-16-63936-081-0010
   23-28-16-63936-081-0140
3. AREA: 8.00± AC. (INCLUDES RIGHTS OF WAY TO BE VACATED)
4. ZONING: TCCR (TOWN CENTER COMMERCIAL RESIDENTIAL DISTRICT)
5. LAND USE: COMMUNITY REDEVELOPMENT DISTRICT
6: PROPOSED LAND USE: COMMUNITY REDEVELOPMENT DISTRICT
7. FLOOD ZONE: AE/ ELEV. 11'. FIRM PANEL (12103C0091H)
8. SETBACKS:
   FRONT: 10' MIN (STATE, WASHINGTON & TAMPA ROADS)
   SIDE: 5' MIN (NOT APPLICABLE ON THIS SITE)
   REAR: 20' MIN (NOT APPLICABLE ON THIS SITE)
9. BUILDING HEIGHT: 75' MAXIMUM (6 STORIES)
10: 240 MULTIFAMILY UNITS, 19,650 SF COMMERCIAL SPACE, 8,100 SF AMENITY, PICNIC AREA, OPEN PLAZA & GATHERING
11. 8" TYPE D CURB TYPICAL ON SITE EXCEPT WHEN SIDEWALKS ADJACENT TO ROADWAY THEN RAISED SIDEWALK IS TYPICAL
12. BUILDINGS WILL HAVE NFPA13R FIRE SPRINKLER PROTECTION & ADDRESSABLE FIRE ALARM SYSTEM.
13. THE INTERNAL STREETS OF THIS PROJECT WILL REMAIN PRIVATE IN PERPETUITY AND MAINTAINED BY THE HOA.
14. ALL CITY RIGHTS-OF-WAY TO BE VACATED BY THE CITY. REMOVAL/RELOCATION OF ALL UTILITIES ONSITE WILL BE COORDINATED WITH THE CITY OF OLDSMAR AND UTILITY COMPANIES.
15. WATER DISTRIBUTION, WASTE WATER AND RECLAIMED WATER SERVICE WILL BE PROVIDED BY THE CITY OF OLDSMAR. THE INTERNAL UTILITIES WITHIN THEPROJECT SITE WILL BE PRIVATE IN PERPETUITY AND PRIVATELY MAINTAINED.
16. THIS PROJECT WILL REQUIRE DEVELOPMENT PERMITS FROM THE CITY OF OLDSMAR, SWFWMD, FDOT & FDEP

PARKING TABULATIONS

PARKING REQUIRED
- MULTI-FAMILY (MF): 1 PARKING SPACES/UNIT
- GENERAL COMMERCIAL (GC): 4 SPACES/1,000 SF (10% REDUCTION IN TCCR)

MF: 240 UNITS x 1 SPACES/UNIT = 240 SPACES REQUIRED
GC: 19,650 SF x 4 SPACES/1,000SF = 71 SPACES REQUIRED (INC. 10% REDUCTION)
TOTAL = 311 SPACES REQUIRED

PARKING PROVIDED:
- ON-SITE PARKING = 372 SPACES
- ON-SITE GOLF CART PARKING = 8 SPACES
- OFF-SITE PARKING ADJACENT TO PROJECT = 84 SPACES
- OFF-SITE SPACES ON OPPOSITE SIDE OF STATE ST = 59 SPACES
- OFF-SITE SPACES IN COUNTY CHAMBER PARKING LOT = 34 SPACES
  TOTAL = 557 SPACES

* OFFSITE PARKING INCLUDES:
- 84 NEW SPACES ADJACENT TO PROJECT ON STATE STREET AND WASHINGTON AVENUE.
- 59 EXISTING SPACES ON OPPOSITE SIDE OF STATE STREET.
- 34 EXISTING SPACES WITHIN CITY OF OLDSMAR COUNTY CHAMBER PARKING LOT (NOT SHOWN).

BICYCLE PARKING REQUIRED
- 300 SF FOR 1st 20 UNITS
- 100 SF PER 10 UNITS OVER 20 UNITS

TOTAL BICYCLE PARKING REQUIRED = 300SF + 100SF x 220 UNITS/10 = 2,500 SF
BICYCLE PARKING PROVIDED = 2,500 SF

DESIGN EXCEPTIONS REQUESTED:

1. BUILDING NO. 1: AN INCREASE TO THE MAXIMUM FRONT SETBACK ALONG STATE STREET AND WASHINGTON AVENUE FROM 10 FEET TO 15 FEET.
2. BUILDING NO. 3: AN INCREASE TO THE MAXIMUM FRONT SETBACK ALONG STATE STREET FROM 10 FEET TO 90 FEET.
3. BUILDING NO. 4: AN INCREASE TO THE MAXIMUM FRONT SETBACK ALONG WASHINGTON AVENUE FROM 10 FEET TO 50 FEET.
4. TO ALLOW FOR BACK-TO-BACK PARKING STALLS IN THE CENTER OF THE SITE WITHOUT THE REQUIRED 5' LANDSCAPED MEDIAN FOR UP TO 50 PARKING SPACES WITH THE INSTALLATION OF WHEEL STOPS.
5. AN INCREASE IN THE MAXIMUM SPACING BETWEEN REQUIRED LANDSCAPE ISLANDS FROM 80 FEET TO 100 FEET, WITH THE PROVISION OF WIDER LANDSCAPED ISLANDS BETWEEN PARKING AREAS.
6. TO ALLOW A MINIMUM 6' WIDE SIDEWALK ALONG THE FRONTAGE OF BUILDING NO. 1 ALONG STATE STREET AND WASHINGTON AVE.

P:\VRP OLDSMAR TOWN CENTER\MASTER PLAN\DRAWING\EXHIBITS\EXH-MASTER_DEV_PLAN.DWG-D-36X24 2026/06/09 4:26 PM BRIAN SURAK

CITY OF OLDSMAR
CITY COUNCIL
AGENDA ITEM
COVER MEMO

TO: City Council

FROM: Kristin Garcia, City Clerk

DATE: June 16, 2026

AIR #: AIR-3741

SUBJECT: Consider approval of minutes of June 2, 2026, Council Meeting

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BACKGROUND
Minutes of public meetings are governed by Florida Statute 286.011. The minutes are not required to be verbatim. They include the location, time, and duration of the meeting; identification of attending Council Members; titles of topics that were considered; action taken, in the form of motions, seconds, and votes on the motions. A summary of discussions and additional details may be included to provide context.

STRATEGIC GOAL
Efficient Governmental Operations

COMMUNITY ENGAGEMENT
Consult

RECOMMENDED MOTION
Approve minutes of June 2, 2026, Council Meeting.

ATTACHMENTS
CITY COUNCIL - 02 Jun 2026 - Minutes (PDF)

MINUTES
CITY COUNCIL Meeting
Oldsmar Council Chamber
Tuesday, June 2, 2026

COUNCIL PRESENT: Mayor Katie Gannon
Vice Mayor Steve Graber
Council Member Cyndi Olmstead
Council Member Sean Swauger
Council Member Valerie Tatarzewski

COUNCIL ABSENT: None

MEETING CALLED TO ORDER - 7:00 PM

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG
The Pledge of Allegiance was led by the 316 Training BMX Team.

OPEN FORUM
Joe Lair, 316 Training BMX Team
Jillian Watson and her son Reid, 3132 Douglas Road W., Oldsmar
Dusty Showers, 316 Training BMX Team
Amber Stephens, 318 Lafayette Boulevard, Oldsmar
Tom Price, 418 Arlington Avenue E, Oldsmar
Tom O'Shea, 208 Lake Charles Court, Oldsmar
Rachel Marshall, Oldsmar Organic Community Garden

COMMUNITY MINUTE
Community Minute was presented by City Clerk Kristin Garcia.

APPROVAL OF ADDITION OF NEW AGENDA ITEM (15)
Vice Mayor Graber made a motion to approve the addition of the new agenda item. The motion was seconded by Council Member Tatarzewski and carried unanimously.

AWARDS AND RECOGNITION
1) Presentation of the Cigna 2025 Gold Level Healthy Workforce Designation Award

Michelle Roy, Human Resources Director, delivered a PowerPoint presentation

regarding the City's achievement.

COMMUNITY REDEVELOPMENT AGENCY

CONSENT DOCKET

2) Consider approval of minutes of May 12, 2026, Council Budget Work Session Meeting

This item was approved as part of the Consent Docket.

3) Consider approval of minutes of May 19, 2026, Council Meeting

This item was approved as part of the Consent Docket.

4) Consider appointing Jillian Watson to the Alternate Member vacant position on the Parks and Recreation Advisory Board

Vice Mayor Graber pulled Item 4 and invited Jillian Watson to the lectern. Following comments from Ms. Watson, Vice Mayor Graber moved to approve the item. The motion was seconded by Council Member Tatarzewski and passed unanimously.

5) Consider appointment of Jim Mascarenhas as a regular member of the Parks and Recreation Advisory Board to fill an unexpired term expiring January 16, 2028

Vice Mayor Graber pulled Item 5 and invited Jim Mascarenhas to the lectern. Following comments from Mr. Mascarenhas, Vice Mayor Graber moved to approve the item. The motion was seconded by Council Member Swauger and passed unanimously.

6) Consider reappointment of alternate member Randy Collinsworth to the Board of Adjustment

This item was approved as part of the Consent Docket.

7) Consider reappointment of alternate member Sandra Kahn to the Board of Adjustment

This item was approved as part of the Consent Docket.

8) Consider a request for a proclamation designating July 2026 as Parks and Recreation Month in the City of Oldsmar

This item was approved as part of the Consent Docket.

9) Consider approval of the purchase of building security enhancements (Confidential Agenda Item)

This item was approved as part of the Consent Docket.

Vice Mayor Graber made a motion to approve the Consent Docket items 2,3,6,7,8 and 9. The motion was seconded by Council Member Tatarzewski

and passed unanimously.

CITY OF OLDSMAR

10) Forward Pinellas Presentation

Nousheen Rahman, Principal Planner, Forward Pinellas, provided a PowerPoint presentation on the organization's makeup, functions, projects, local government grant opportunities and upcoming organizational changes.

CITY ATTORNEY

11) **PUBLIC HEARING** and First Reading of Ordinance 2026-08 regarding the operation of golf carts on park roads and within park parking lots

City Attorney Trask read the ordinance by title only. No one appeared in response to the Mayor's call for public comment. Vice Mayor Graber moved to pass the first reading of the ordinance, and Council Member Swauger seconded. On a roll call vote of 5-0, Council Members Olmstead, Swauger, Tatarzewski, Vice Mayor Graber, and Mayor Gannon voted unanimously in favor of the motion.

12) **PUBLIC HEARING** and Second Reading of Ordinance 2026-07 modifying the Industrial Planned Development Plan (IPD) at 4021 Tampa Road to allow limited manufacturing within a portion of the existing building

City Attorney Trask read the ordinance by title only. No one appeared in response to the Mayor's call for public comment. Council Member Swauger moved to adopt the ordinance, and Council Member Olmstead seconded. On a roll call vote of 5-0, Council Members Olmstead, Swauger, Tatarzewski, Vice Mayor Graber, and Mayor Gannon voted unanimously in favor of the motion.

13) Consider adopting Resolution 2026-14, prescribing the ballot language for the August 18, 2026 Municipal Special Election for position of Council Member for Seat Three

The City Attorney read the Resolution by title only. Council Member Tatarzewski made a motion to adopt the Resolution. The motion was seconded by Council Member Swauger and carried unanimously.

CITY MANAGER

14) Consider adopting Resolution 2026-09, revising the budget for Fiscal Year 2025/2026

The City Manager read the Resolution by title only. Vice Mayor Graber made a motion to adopt the Resolution. The motion was seconded by Council Member Tatarzewski and carried unanimously.

CITY CLERK

15) Schedule Operating Budget Work Session (New Agenda Item)

Following the scheduling options presented by City Clerk Kristin Garcia, Vice Mayor Graber made a motion to schedule the Work Session for Tuesday, July 28, 2026 at 6:00 PM. The motion was seconded by Council Member Tatarzewski and carried unanimously.

CITY COUNCIL

16) Consider appointments of Auditor Selection Committee Members

Mayor Gannon provided information regarding the three-member committee requirements, indicating that Les Tyler, City of Dunedin Finance Director, has agreed to serve; that at least one member shall be a member of the City Council who will serve as the Committee Chair; and that she is recommending Tracy Lester, Firefighter's Pension Board of Trustees member, for the third member position, noting that Ms. Lester is qualified and has expressed willingness to serve.

Following the Mayor's call for volunteers from the Council, Council Member Swauger volunteered to serve and chair the committee.

Vice Chair Graber moved to appoint Les Tyler, Council Member Swauger, and Tracy Lester to the Auditor Selection Committee. The motion was seconded by Council Member Tatarzewski and carried unanimously.

17) Consider request to excuse the absence of Council Member Olmstead from the May 19, 2026, Council Meeting

Council Member Tatarzewski made a motion to approve the item. The motion was seconded by Vice Mayor Graber and carried unanimously.

18) Council Comments

The Mayor and Council provided comments.

19) Consider approval of tentative agenda for the June 16, 2026, Council Meeting

Council Member Tatarzewski made a motion to approve the tentative agenda for the June 16, 2026, Council Meeting. The motion was seconded by Vice Mayor Graber and carried unanimously.

ADJOURNMENT - 8:23 PM

_____

Kristin Garcia, City Clerk

CITY OF OLDSMAR
CITY COUNCIL
AGENDA ITEM
COVER MEMO

TO: Felicia Donnelly, City Manager

FROM: Cindy Nenno, Director of Administrative Services

DATE: June 16, 2026

AIR #: AIR-3939

SUBJECT: Consider approving payment to legal counsel for May 2026 legal services (New Agenda Item)

BACKGROUND
Attached is a statement from Trask, Daigneault, LLP, in the amount of $1,645.00. This invoice represents legal services for the month of May 2026.

STRATEGIC GOAL
Efficient Governmental Operations

COMMUNITY ENGAGEMENT
Consult

RECOMMENDED MOTION
Consider approving payment to legal counsel for May 2026 legal services.

ATTACHMENTS
2026 05-31 Statement of Account 06-01-2026 - Council (PDF)

Statement of Account

Trask Daigneault, LLP

1001 S. Fort Harrison Ave, Suite 201
Clearwater, Florida 33756
United States
Tax ID: 593642714

City of Oldsmar
Felicia Donnelly, City Manager
100 State Street West
Oldsmar, FL 34677-3655

06/01/2026 to 06/30/2026

Date	Activity	Due Date	Invoice Amount	Payments	Balance
06/01/2026	Opening Balance				$0.00
06/01/2026	Invoice #7610	06/30/2026	$7,500.00		$7,500.00
06/01/2026	Invoice #7612	06/30/2026	$660.00		$8,160.00
06/01/2026	Invoice #7613	06/30/2026	$27.50		$8,187.50
06/01/2026	Invoice #7614	06/30/2026	$40.00		$8,227.50
06/01/2026	Invoice #7665	06/30/2026	$917.50		$9,145.00

06/30/2026	**Balance Due:**	**$9,145.00**
	Less Retainer Paid Separately:	($7,500.00)
Please make all amounts payable to: Trask Daigneault, LLP	**Amount Due:**	**$1,645.00**

INVOICE

Invoice # 7612
Date: 06/01/2026
Due On: 06/30/2026

Trask Daigneault, LLP

1001 S. Fort Harrison Ave, Suite 201
Clearwater, Florida 33756
United States
Tax ID: 593642714

City of Oldsmar
Felicia Donnelly, City Manager
100 State Street West
Oldsmar, FL 34677-3655

04865-Oldsmar adv. Douglas N. Higgins, Inc.

Oldsmar adv. Douglas N. Higgins, Inc.

Type	Date	Attorney	Notes	Quantity	Rate	Total
Service	05/04/2026	RE	Review notice of dismissal of counts II and III filed today; draft update memo to Manager conveying the event.	0.30	$200.00	$60.00
Service	05/04/2026	TJT	Review of Plaintiff's Notice of Voluntary Dismissal of Counts II and III.	0.10	$200.00	$20.00
Service	05/07/2026	RE	Review materials provided by Ms. Spradlin; follow up call with Ms. Spradlin on discussion w/ opposing counsel; contact Manager seeking time to discuss case status and resolution proposal.	0.50	$200.00	$100.00
Service	05/11/2026	CS	Prepare update concerning status of litigation and recent developments pursuant to client request	0.30	$200.00	$60.00
Service	05/12/2026	CS	Call with client to discuss settlement negotiations and consideration to settlement strategy following same	1.00	$200.00	$200.00
Service	05/15/2026	CS	Call with opposing counsel to discuss proposed case management order and settlement	0.40	$200.00	$80.00
Service	05/21/2026	CS	Receive and review counteroffer by Higgins and consideration to settlement strategy in light of same	0.50	$200.00	$100.00
Service	05/31/2026	CS	Consideration to settlement strategy	0.20	$200.00	$40.00

Quantity Subtotal	**3.3**

Time Keeper	Position	Quantity	Rate	Total
Robert Eschenfelder	Attorney	0.8	$200.00	$160.00
Caroline Spradlin	Attorney	2.4	$200.00	$480.00
Thomas J. Trask	Attorney	0.1	$200.00	$20.00
			Quantity Total	**3.3**
			Subtotal	**$660.00**
			Total	**$660.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7612	06/30/2026	$660.00	$0.00	$660.00
			Outstanding Balance	**$660.00**
			Total Amount Outstanding	**$660.00**

Client Trust

Date	Type	Notes	Matter	Receipts	Payments	Balance
04/01/2025	Check		03637-Oldsmar/McDonald		$10,907.80	$10,907.80
04/03/2025	Check	Legal Costs	03637-Oldsmar/McDonald	$10,907.80		$0.00
					Client Trust Balance	**$0.00**

Please make all amounts payable to: Trask Daigneault, LLP

Please pay within 29 days.

INVOICE

Invoice # 7613
Date: 06/01/2026
Due On: 06/30/2026

Trask Daigneault, LLP

1001 S. Fort Harrison Ave, Suite 201
Clearwater, Florida 33756
United States
Tax ID: 593642714

City of Oldsmar
Felicia Donnelly, City Manager
100 State Street West
Oldsmar, FL 34677-3655

04900-Oldsmar/Cramer, Mary Ann adv. Newrez LLC d/b/a Shellpoint Mortgage Servicing

Oldsmar/Cramer, Mary Ann adv. Newrez LLC d/b/a Shellpoint Mortgage Servicing

Type	Date	Attorney	Notes	Quantity	Rate	Total
Service	05/08/2026	TJT	Review Notice of Cancellation of May 27, 2026 Hearing.	0.10	$200.00	$20.00
Service	05/18/2026	KT	E-mail from/to Jenny M. providing an updated payoff for the CEB lien at 506 Devonshire and confirming she will be providing a separate payoff for the Water and Wastewater lien as well as the Emergency Abatement Lien on the property.	0.10	$75.00	$7.50
				Quantity Subtotal		**0.2**

Time Keeper	Position	Quantity	Rate	Total
Thomas J. Trask	Attorney	0.1	$200.00	$20.00
Kathy Tokos	Non-Attorney	0.1	$75.00	$7.50
			Quantity Total	**0.2**
			Subtotal	**$27.50**
			Total	**$27.50**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7613	06/30/2026	$27.50	$0.00	$27.50
			Outstanding Balance	**$27.50**
			Total Amount Outstanding	**$27.50**

Client Trust

Date	Type	Notes	Matter	Receipts	Payments	Balance
04/01/2025	Check		03637-Oldsmar/McDonald		$10,907.80	$10,907.80
04/03/2025	Check	Legal Costs	03637-Oldsmar/McDonald	$10,907.80		$0.00
				Client Trust Balance		**$0.00**

Please make all amounts payable to: Trask Daigneault, LLP

Please pay within 29 days.

INVOICE

Invoice # 7614
Date: 06/01/2026
Due On: 06/30/2026

Trask Daigneault, LLP

1001 S. Fort Harrison Ave, Suite 201
Clearwater, Florida 33756
United States
Tax ID: 593642714

City of Oldsmar
Felicia Donnelly, City Manager
100 State Street West
Oldsmar, FL 34677-3655

04922-Oldsmar/Forland, Dionneshae adv. Carrington Mortgage Services, LLC re: 104 Shoreview Lane (Water Lien)

Oldsmar/Forland, Dionneshae adv. Carrington Mortgage Services, LLC re: 104 Shoreview Lane (Water Lien)

Type	Date	Attorney	Notes	Quantity	Rate	Total
Service	05/07/2026	TJT	Review of Non-Military Affidavit, Motion for Clerk's Default and proposed Default for Dionneshae Forland.	0.20	$200.00	$40.00
				Quantity Subtotal		**0.2**

Time Keeper	Position	Quantity	Rate	Total
Thomas J. Trask	Attorney	0.2	$200.00	$40.00
			Quantity Total	**0.2**
			Subtotal	**$40.00**
			Total	**$40.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7614	06/30/2026	$40.00	$0.00	$40.00

Outstanding Balance	**$40.00**
Total Amount Outstanding	**$40.00**

Client Trust

Date	Type	Notes	Matter	Receipts	Payments	Balance
04/01/2025	Check		03637-Oldsmar/McDonald		$10,907.80	$10,907.80
04/03/2025	Check	Legal Costs	03637-Oldsmar/McDonald	$10,907.80		$0.00
					Client Trust Balance	**$0.00**

Please make all amounts payable to: Trask Daigneault, LLP

Please pay within 29 days.

INVOICE

Invoice # 7665
Date: 06/01/2026
Due On: 06/30/2026

Trask Daigneault, LLP

1001 S. Fort Harrison Ave, Suite 201
Clearwater, Florida 33756
United States
Tax ID: 593642714

City of Oldsmar
Felicia Donnelly, City Manager
100 State Street West
Oldsmar, FL 34677-3655

02682-Oldsmar/General

Oldsmar/General

Type	Date	Attorney	Notes	Quantity	Rate	Total
Service	05/07/2026	TJT	Preparation for, travel to and attendance at CEB hearing.	1.00	$200.00	$200.00
Service	05/07/2026	TJT	Review of 148 Douglas Road backup for possible CE case.	0.10	$200.00	$20.00
Service	05/07/2026	TJT	Receipt and review of e-mail from Tatiana Childress re 148 Douglas Road W. #C.	0.20	$200.00	$40.00
Service	05/07/2026	TJT	Preparation of e-mails (2) to Tatiana Childress re 148 Douglas Road W. #C.	0.10	$200.00	$20.00
Service	05/07/2026	TJT	Receipt and review of e-mail from Mandi Clark re 148 Douglas Road W. #C.	0.10	$200.00	$20.00
Service	05/07/2026	TJT	Receipt and review of e-mail from Tatiana Childress re 222 Arlington Avenue East.	0.10	$200.00	$20.00
Service	05/07/2026	KT	E-mail to/from attorneys for review and update to Litigation Status Report.	0.20	$75.00	$15.00
Service	05/11/2026	TJT	Receipt and review of e-mails (2) from Tatiana Childress re 212 Arlington Avenue East.	0.10	$200.00	$20.00
Service	05/11/2026	TJT	Preparation of e-mails (2) to Tatiana Childress re 212 Arlington Avenue	0.10	$200.00	$20.00

			East.			
Service	05/11/2026	TJT	Receipt and review of e-mail from Gregg Silliman re 212 Arlington Avenue East.	0.10	$200.00	$20.00
Service	05/12/2026	TJT	Receipt and review of e-mail from Chip Potts re emergency abatement procedure.	0.10	$200.00	$20.00
Service	05/12/2026	KT	E-mail to Council Members, Felicia D. and Kristin G. providing Litigation Status Report.	0.10	$75.00	$7.50
Service	05/13/2026	TJT	Receipt and review of e-mail from Kristin Garcia re emergency abatement.	0.20	$200.00	$40.00
Service	05/13/2026	TJT	Preparation of e-mails (3) to Kristin Garcia re emergency abatement.	0.20	$200.00	$40.00
Service	05/14/2026	TJT	Update payoff for 324 Country Club Drive.	0.20	$200.00	$40.00
Service	05/14/2026	KT	E-mail from/to Jenny M. providing updated payoff through May 31 for 324 Country Club Drive (Real Estate Elegance LLC).	0.10	$75.00	$7.50
Service	05/18/2026	TJT	Receipt and review of e-mail from Jenny Masinovsky re 506 Devonshire.	0.10	$200.00	$20.00
Service	05/18/2026	TJT	Review of backup on 506 Deveonshire and prepare payoff of CEB lien.	0.30	$200.00	$60.00
Service	05/21/2026	KT	E-mail to/from Gregg S. regarding status of June 4 Code Enforcement Board meeting (cancelled).	0.10	$75.00	$7.50
Service	05/22/2026	TJT	Phone call with Atty Bondy re: Purchase and Sale Agreement for Stanbery purchase.	0.10	$200.00	$20.00
Service	05/26/2026	TJT	Phone call with Attorney Bondy re: preparation of Purchase and Sale Agreement for sale to Stanbery. Review file and gather parcel ID #s.	0.50	$200.00	$100.00
Service	05/28/2026	TJT	Preparation of e-mail to Tatiana Childress re Argos settlement agreement.	0.10	$200.00	$20.00
Service	05/28/2026	TJT	Receipt and review of e-mail from Mandi Clark re Argos settlement agreement.	0.10	$200.00	$20.00
Service	05/28/2026	TJT	Receipt and review of e-mail from	0.10	$200.00	$20.00

			Andrew Greenwood re request for title search.			
Service	05/28/2026	TJT	Preparation of e-mail to Andrew Greenwood re request for title search.	0.10	$200.00	$20.00
Service	05/28/2026	TJT	Review of Argos Settlement Agreement in order to respond to email from Tatiana C.	0.20	$200.00	$40.00
Service	05/29/2026	TJT	Receipt and review of e-mail from Jennifer Bondy re PSA.	0.10	$200.00	$20.00
Service	05/29/2026	TJT	Preparation of e-mail to Jennifer Bondy re PSA.	0.10	$200.00	$20.00
				Quantity Subtotal		**4.9**

Time Keeper	Position	Quantity	Rate	Total
Thomas J. Trask	Attorney	4.4	$200.00	$880.00
Kathy Tokos	Non-Attorney	0.5	$75.00	$37.50
			Quantity Total	**4.9**
			Subtotal	**$917.50**
			Total	**$917.50**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7665	06/30/2026	$917.50	$0.00	$917.50
			Outstanding Balance	**$917.50**
			Total Amount Outstanding	**$917.50**

Client Trust

Date	Type	Notes	Matter	Receipts	Payments	Balance
04/01/2025	Check		03637-Oldsmar/McDonald		$10,907.80	$10,907.80

04/03/2025	Check	Legal Costs	03637-Oldsmar/McDonald	$10,907.80	$0.00
				Client Trust Balance	**$0.00**

Please make all amounts payable to: Trask Daigneault, LLP

Please pay within 29 days.

CITY OF OLDSMAR
CITY COUNCIL
AGENDA ITEM
COVER MEMO

TO: Felicia Donnelly, City Manager

FROM: Cindy Nenno, Director of Administrative Services

DATE: June 16, 2026

AIR #: AIR-3883

SUBJECT: Consideration of proposal from Raftelis Financial Consultants, Inc., for a Fire Assessment Fee Study based on the pricing, terms and conditions of the City of Bartow Master Professional Services Agreement CM#2023-24-01 (PB26-015)

BACKGROUND
On March 3, 2026, the City Council authorized the City Manager to proceed with procurement of a consultant to conduct a Fire Assessment Study. Following that authorization, Raftelis Financial Consultants, Inc., submitted a proposal to conduct a Non-Ad Valorem Fire Assessment Study consisting of two phases.

Phase 1 of the study will include the development of a Finding of Benefit and Assessment Methodology to allocate Fire Rescue service costs among properties within the City's fire service area based upon the benefit received. The study will evaluate alternative assessment methodologies commonly utilized in Florida, including both the Calls-for-Service and Availability methodologies.

The consultant will also develop an interactive Fire Assessment Model that will:

- Project Fire Rescue expenditures and revenue requirements over a five year period. This will include capital improvement funding, borrowing needs, reserve levels, and long-term financial sustainability for Fire Rescue services.
- Evaluate funding mix scenarios between ad valorem tax revenues and a potential non-ad valorem assessment
- Include all parcels within the City's Fire Service Area

- Determine appropriate assessment units and rates for each property classification
- Calculate estimated annual assessments for each parcel,
- Prepare a preliminary assessment roll, and
- Produce a draft report documenting the study findings and recommendations.

Upon completion of Phase 1, the consultant will present the preliminary findings and assessment scenarios to the City Council during a workshop session. At that time, the City Council may determine whether to proceed with Phase 2 of the study, which would include updating the analysis with current data, preparation of final assessment documentation, assistance with the adoption process, and preparation of the final Fire Rescue Assessment Roll for certification.

Fees for Phase 1 of the study will total $29,790. Phase 2 is estimated at $44,472, for a total project cost of $74,262. Phase 2 will only be activated if Council wishes to proceed with the Fire Assessment Fee. Specialized legal counsel will be contracted separately by the City to assist with legal requirements associated with Phase 2, should Council elect to proceed with this portion of the study.

Staff recommends approval.

STRATEGIC GOAL
Fiscal Responsibility

BUDGETARY IMPACT
Funding for this study is available in the City Manager's FY26 Operating Budget GL account # 001-111-512-30-31-43.

COMMUNITY ENGAGEMENT
Consult

RECOMMENDED MOTION
Approve proposal from Raftelis Financial Consultants, Inc., for a Fire Assessment Fee Study based on the pricing, terms and conditions of the City of Bartow Master Professional Services Agreement CM#2023-24-01 (PB26-015).

ATTACHMENTS
PB26-015 Cover Contract - Raftelis-Oldsmar-final (PDF)
City of Oldsmar - Proposal to Provide a Fire Assesment Study (Revised) - 5-13-2026 (PDF)

COVER CONTRACT – Fire Assessment Study

THIS AGREEMENT, made and entered into on the _____ day of _____, 2026 by and between, Raftelis Financial Consultants, Inc. (herein referred to as the "Contractor") and the City of Oldsmar, Florida (herein referred to as the "City").

WHEREAS, pursuant to its procurement policies and procedures, when in its best interest, the City may contract with vendors who were successful competitive bidders and subsequently entered into an agreement with other governmental entities pursuant to a "piggy-back purchase" procedure; and

WHEREAS, Contractor was a successful proposer to City of Bartow's **Request for Qualifications No. CM2023-24-01** for **Professional Services** (the "Original Contract"); and

WHEREAS, the City and Contractor desire to enter into this Agreement for Contractor to accomplish the City Project on the same terms, conditions, and specifications as the Original Contract.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. The above recitals and all exhibits hereto are true and correct and incorporated herein by reference. Contractor's representations and warranties set forth in the recitals as incorporated into this Agreement by reference are a material component to the City's ability to enter into this Agreement.
2. Contractor shall indemnify, defend and hold harmless the City and its employees, officers, and commissioners, pursuant and to the same extent as set forth in the Original Contract.

3. The terms and conditions of the Original Contract are hereby incorporated into this Agreement by reference, and Contractor may rely on such terms and conditions and the data and information provided by or on behalf of City to perform the services hereunder. Contractor shall complete the City project on the same terms, conditions, and scope as set forth in the Original Contract, except as specifically modified herein solely to account for the City as the purchaser. Such modifications shall not include any modification to the prices bid in response to the Solicitation or the scope of work that will be provided. Contractor's work on the City project shall at all times be at the same rates as set forth in the Contractor's proposal dated 5/13/2026.

4. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of the City, Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the City to perform the work contemplated by this Agreement; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if Contractor does not transfer the records to the City in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the City, in its sole and absolute discretion,

requests that all Public Records in possession of the Contractor be transferred to the City, Contractor shall transfer, at no cost, to the City, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by the City, Contractor shall keep and maintain the Public Records required by the City to perform the work contemplated by this Agreement. If Contractor transfers all Public Records to the City pursuant to (d)(i) above, Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Record disclosure requirements within thirty (30) days of transferring the Public Records to the City and provide the City with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Contractor keeps and maintains Public Records pursuant to (d)(ii) above, Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology of the City. If Contractor does not comply with a Public Records request, or does comply with a Public Records request within a reasonable amount of time, the City may pursue any and all remedies available in law or equity, including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Contractor is acting on behalf of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: records@myoldsmar.com; (813) 749-1100 Oldsmar City Clerk, Attn: Public Records Request, 100 State Street West, Oldsmar, Florida 34677.

5. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified return receipt requested mail, addressed to the following:

If to the City:
City of Oldsmar
100 State Street West
Oldsmar, FL 34677

If to the Contractor:
Raftelis Financial Consultants, Inc.
341 North Maitland Avenue, Suite 300
Maitland, Florida 32751

6. Either party may change its above noticed address by giving written notice to the other party in accordance with the notice requirements above.

7. All payments shall be made in accordance with the requirements of Section 218.70 *et. Seq,* Florida Statues, "The Local Government Prompt Payment Act."

8. This Agreement shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them in the State and Florida and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division.

9. If any one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired

thereby and this Agreement shall be treated as though the individual portion(s) had never been a part hereof.

10. The City expressly limits acceptance to the terms and conditions stated in the Original Contract, the City's standard Purchase Order Terms and Conditions, and this Cover Contract. All additional or different terms proposed by Vendor are objected to and hereby rejected, unless otherwise accepted in writing by the City.

11. The parties may terminate this Agreement by mutual agreement. The City may terminate this Agreement at any time with written notice to Contractor; upon receipt of the notice, Contractor shall stop performance and the City shall pay Contractor for goods and/or services delivered and accepted. If Contractor breaches any Agreement provision or is declared insolvent, the City may terminate this Agreement for cause with written notice to Contractor, and Contractor shall be liable for all actual and out-of-pocket damages caused by its breach. If the City breaches any Agreement provision or is declared insolvent, Contractor may terminate this Agreement for cause with written notice to the City. The City's extended obligation on this Agreement, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriations for the following fiscal year.

12. Any extra work which may be contemplated under this agreement requires prior written City approval before execution.

13. Pursuant to Section 448.095, Florida Statutes, CONTRACTOR shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement. An affidavit must be completed by Contractor. The CITY may also request evidence of Contractor's registration with E-Verify.

a. Subcontractors

i. As of January 1, 2021, Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

ii. Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.

iii. Contractor shall maintain a copy for the duration of the Agreement and provide a copy of such affidavit to the CITY upon request.

Failure to comply with this provision is a material breach of the Agreement, and the CITY may choose to terminate the Agreement at its sole discretion. CONTRACTOR may be liable for all costs associated with the CITY securing the same services, inclusive, but not limited to, higher costs for the same services and re-solicitation costs (if necessary).

14. No-Coercion of Labor Affidavit. The Consultant shall provide the City with the no-coercion affidavit required by Florida Statutes § 787.06, in the form provided by the Owner's procurement staff.

15. In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or appeal(s). Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.

16. Diversity/Equity/Inclusion Certification. Pursuant to Florida Statutes § 166.04971, the City is prohibited from funding the promotion of diversity, equity, and inclusion initiatives. Pursuant to Florida Statutes § 287.139, Consultant shall certify to City prior to executing this Agreement that the funds paid to Consultant will not be used to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion, as defined in Florida Statutes § 166.04971.

17. The Parties represent and warrant that the persons executing this Agreement have full power and authority to bind their respective parties to the terms hereof. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

FOR CITY OF OLDSMAR:

Felicia Donnelly, City Manager

Katherine Gannon, Mayor

ATTEST:

Kristin Garcia, CMC, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, B.C.S., City Attorney
City of Oldsmar

FOR RAFTELIS FINANCIAL CONSULTANTS, INC.:

Signature

Henry L. Thomas
Printed Name

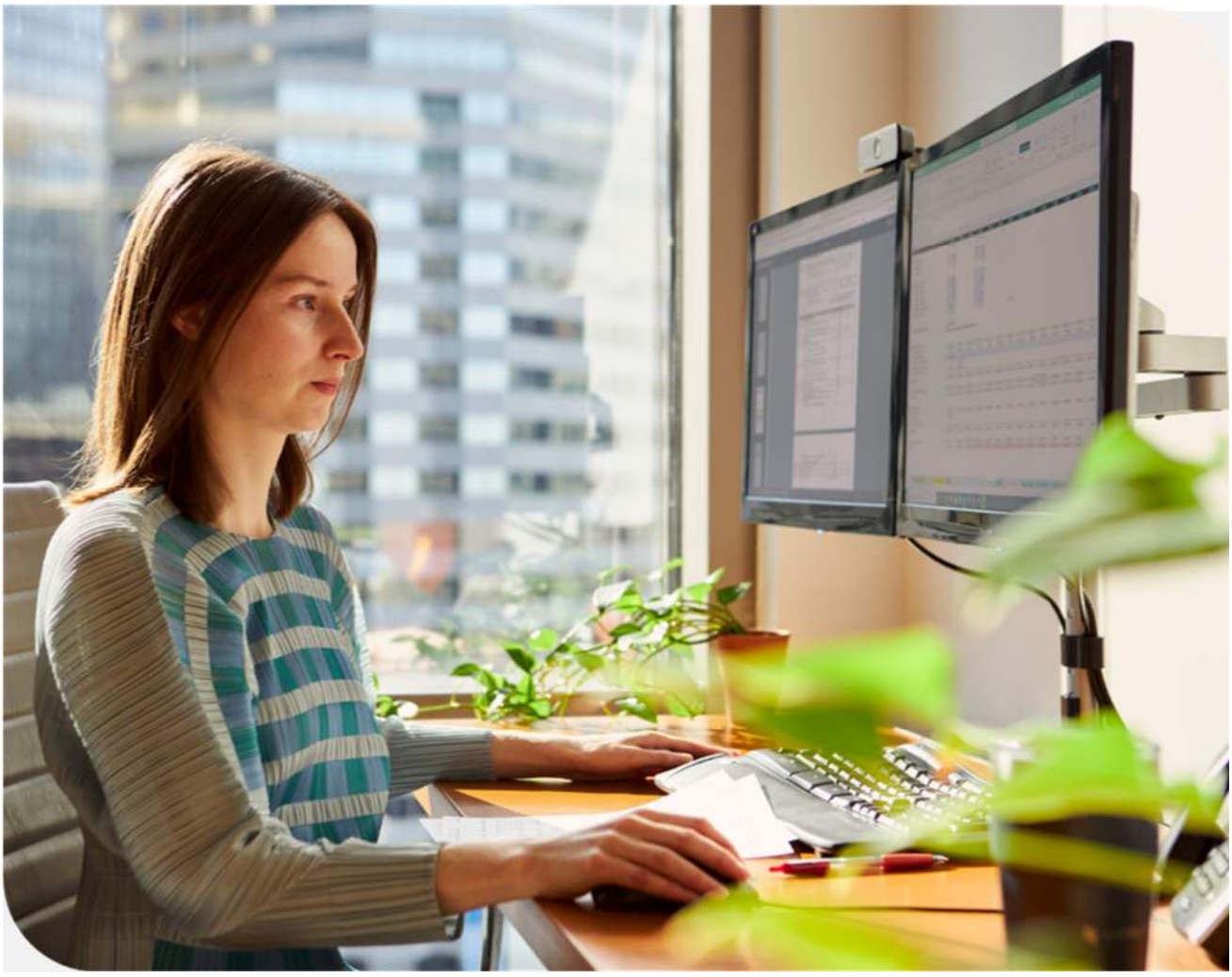
Senior Vice President
Title

RAFTELIS

City of Oldsmar, Florida

Proposal to Conduct Fire Assessment Study

MAY 13, 2026



RAFTELIS

May 13, 2026

Felicia Donnelly
City Manager
City of Oldsmar, FL
100 State Street W
Oldsmar, FL 34677

Subject: Proposal to Conduct a Fire Rescue Assessment Study

Dear Ms. Donnelly:

Raftelis is pleased to submit this proposal to assist the City of Oldsmar (the City) with a Non-Ad Valorem Fire Rescue Assessment Study. We appreciate the opportunity to submit this proposal, which details our project approach to meet the City's objectives as well as our qualifications and experience with Fire Assessments in the State of Florida.

Raftelis understands that the City would like to investigate a non-ad valorem Fire Rescue assessment that will serve to potentially diversify its existing revenue sources, which currently come primarily from ad valorem taxes and other General Fund revenues where available. As the City faces challenges due to the potential repeal of property taxes, we can confidently develop the most appropriate fire assessment methodology to mitigate financial volatility and ensure that the City's property owners are fairly and equitably charged for Fire Rescue service.

Beyond the development of a fire assessment program, the City will need qualified consultants who understand the legal framework and available methodologies to correctly apportion fire costs to the benefited property owners. Raftelis is uniquely qualified to serve as your expert consultant based on our extensive experience successfully completing many similar studies for cities and counties in Florida.

To assist the City with this project, we have assembled a team with extensive experience and a reputation for quality service. I will serve as Project Director of the study, ensuring the City's objectives are fully met. I will work closely with the Project Manager, Shawn Ocasio, who will manage the day-to-day aspects of the project ensuring it is within budget and on schedule and who will serve as the City's main point of contact for the study. Erick van Malssen will lead the consulting staff in conducting analyses and preparing deliverables for the project.

We look forward to working with you on this project.

Sincerely,

Raftelis Financial Consultants, Inc.

Henry L. Thomas

Henry L. Thomas
Vice President

Project Understanding

This proposal is submitted to design a potential fire assessment program using current property, cost, and calls for service data. The assessment program will be designed in a manner that allows the City to evaluate the most appropriate funding mix between its current available General Fund sources and the proposed non-ad valorem fire assessment. The process will involve a range of scenarios so that the City can understand the impacts to property owners, while aiming to achieve a diverse and resilient funding mix for continued financial sustainability.

In accordance with Florida Law, the costs associated with providing fire services and facilities must be reasonably apportioned to the properties that receive a benefit from fire service in proportion to the benefit received. Therefore, the fire assessments calculated in this proposed study will be developed such that the costs incurred by the City in providing fire service will be recovered through assessments to properties in proportion to the benefit received by the properties in a legally sustained, fair, and equitable manner.

Project Approach

We have developed the following proposed services based on our extensive experience in completing comprehensive fire assessment programs for other local governments while taking into account the considerations during our preliminary discussions with the City. The approach has been tailored to address the specific objectives and concerns discussed with the City, while maintaining those elements that we believe are essential for a successful project. We have used a similar project approach on many of our fire assessment projects for other Cities and Counties throughout Florida. Our approach to the project, including the order of operations from a project management and execution standpoint based upon our experience with similar studies, is outlined below.

The Study will include a Finding of Benefit and Assessment Methodology to fairly assess the costs of the Assessment to parcels within the City's service area based upon the benefit received. The benefit criteria will be determined during the Study, but examples of criteria often used for Fire Rescue Assessments to apportion costs to specific parcels based upon benefit received are 1) Calls-for Service, and 2) Availability. Our preliminary discussions with the City indicated a desire to explore both common methodologies used in the State of Florida, as such we will prepare this first Phase of the study to evaluate each option.

We will develop an interactive Fire Rescue Assessment Model that will 1) project the proposed Fire Rescue expenses over a five year projection period, determine annual revenue requirements over the projection period, and 2) include all parcels within the City's Fire Service Area and will determine an appropriate assessment unit for all property classes, determine an assessment rate for each identified assessment unit and the annual assessment for each parcel, produce a Preliminary Assessment Roll and a draft report documenting the study results.

We will conduct interactive review sessions with City staff to review the preliminary assessment calculations. We will then present the results to City Management and the City Council in a workshop to then determine if the City wishes to proceed to Phase 2 of the study. Should the City wish to further pursue implementation of the Assessment program, we will issue a future task order for Phase 2. We segment these Phases to give the City flexibility so that the financial commitment to the full project cost, including implementation assistance, is not burdened unless the City makes the decision to fully proceed with the assessment program.

Phase 2 would consist of updating the study with the most recent available data in advance of final adoption hearings. This update would finalize the report, which would then be presented to the City Council in formal adoption hearings. We will also assist the City's Legal Counsel in review of the assessment resolution and ordinance, including special counsel contracted directly with the City, if required. We will attend the public hearings for adoption of the Fire Rescue Assessment and will provide the City with a final Fire Rescue Assessment Roll for certification.

We have developed a Task Plan for Phase 1, which is presented in the following section, that specifically defines the scope of work and identifies the tasks and sub-tasks that we will accomplish during the Project.

PHASE 1 TASK PLAN

TASK 1: INITIATE THE PROJECT

1.1 Conduct Virtual Kick-Off Meeting

1.2 Prepare data request and review data and other background information

TASK 2: DEVELOP FIRE RESCUE ASSESSMENTS AND A FIVE-YEAR FINANCIAL PLAN FOR PROVISION OF FIRE SERVICE

2.1 Identify cost apportionment methodology and assessment rate structure to be used, collect and compile required data to calculate a schedule of Fire Rescue assessment rates.

a. Determine Fire Rescue service area, service delivery configuration and alternative Fire Rescue Fee cost apportionment methodologies and assessment rate structures.

b. Collect and review required property data from the Pinellas County Property Appraiser. Data to be provided in electronic form.

c. Compile property data into a form usable for the development of the Fire Rescue Assessments.

d. Collect and review required NFIRS calls-for-service data from the Fire Department.

e. Compile calls-for-service data into a form usable for the development of the Fire Rescue Assessments.

f. Collect and review required cost of service information from City staff.

g. Compile cost of service data into form usable for development of the Fire Rescue Assessments.

2.2 Develop five-year Fire Rescue financial plan and preliminary Fire Rescue assessments

a. Initialize our Fire Assessment model with the data compiled in Task 2.1, run the model and produce preliminary output including 1) allocation of costs to Fire/First Responder and EMS, 2) apportionment of fire costs to parcel benefit, service benefit, and watch-standing benefit, 3) the Fire Rescue Assessment per equivalent benefit unit (EBU) in year one of the forecast period, and 4) a five-year financial management program that will include the following:

- Fire Rescue Assessment per EBU and a schedule of Fire Rescue Assessment rates by property class. Assessment will be designed initially with both Calls-For-Service and Availability Methodologies
- Capital Improvements Program (CIP)
  - Project listing by year
  - Optimum funding source by project by year
- Borrowing Program

- Borrowing required (by source) to fund CIP projects not funded by other sources, including short-term financing or leases for items such as vehicles, and long-term financing for long-lived assets such as fire stations.
- Timing of borrowing(s)/loan(s) to provide required borrowed funds
- Annual debt service (principal and interest) of borrowing(s)/loan(s)

• Revenue Sufficiency Analysis
- Annual revenue projections including scenarios of funding mix between ad valorem tax and non-ad valorem assessment revenues
- Annual Fire ad valorem tax and non-ad valorem assessment rate adjustment plan to provide sufficient revenues over the forecast period

• Sources and Uses of Funds Analysis
• Funds Analysis
- Spend down limits (minimum reserve requirements) by fund
- Beginning and ending fund balances by fund by year

b. Review of preliminary output with consulting team
c. Make adjustments and re-run model.
d. Prepare scenarios for interactive review session with City staff.
e. Conduct a virtual interactive review session with City staff to review the preliminary results of the Fire Rescue Assessment calculations, the five-year projection of the revenue sufficiency analysis, funding mix scenarios of ad valorem tax and non-ad valorem assessment revenues, including property impact analysis.
f. Make adjustments based upon input from City staff.
g. Conduct a second virtual interactive review session with City staff to review the adjusted results

TASK 3: DOCUMENT AND PRESENT PRELIMINARY RESULTS TO THE CITY

3.1 Review preliminary Fire Rescue Assessment Results with City Management and City Council
a. Prepare a presentation of the preliminary Fire Rescue Assessment Results and review with City staff.
b. Present the preliminary Fire Rescue Assessment results to City Management and the City Council in a workshop meeting
c. Make adjustments as required based upon input from City Management and the City Council.

3.2 Prepare and present a draft report of the results of the Fire Rescue Assessment study.
a. Prepare a Draft Report, including legal sufficiency opinion.
b. Review the Draft Report with City Staff
c. Revise as necessary upon review of City Staff

Upon completion of the Phase 1 of this study, the City would then determine if Phase 2 will be entered as a separate task order. Phase 2 of the study would contain the following tasks, which are subject to change based upon completion and requested direction of Phase 1:

PHASE 2 TASK PLAN

TASK 1: INITIATE THE PROJECT

1.1 Conduct Virtual Kick-Off Meeting

1.2 Prepare data request and review data and other background information

TASK 2 UPDATE THE FIRE RESCUE ASSESSMENTS AND FIVE-YEAR FINANCIAL PLAN

2.1 Receive and compile current data to update the Assessment Rates and Five-Year Financial Plan performed in Phase 1
2.2 Update five-year Fire Rescue financial plan and Fire Rescue Assessments
2.3 Review Fire Rescue Assessment results with City Management and City Council in a workshop
2.4 Prepare and deliver report of the updated results of the Fire Rescue Assessment study

TASK 3 PROVIDE IMPLEMENTATION ASSISTANCE

3.1 Assist in the preparation of an ordinance and resolution for the adoption of the proposed Fire Rescue Assessments. Ordinance and Resolution to be prepared by Special Legal Counsel – Bryant Miller Olive (contracted directly by the City)
3.2 Assist in the preparation and mailing of required notices to property owners
3.3 Attend one public hearing for adoption of Fire Rescue assessments, and one Town Hall meeting
3.4 Prepare and deliver final Fire Assessment roll to the Pinellas County Property Appraiser
3.5 Provide other implementation assistance as required.

DRAFT SCHEDULE

Non-Ad Valorem assessments have certain legal requirements for adoption and inclusion on Florida property owner's tax bills, or billing under the uniform method for collection. The first step in this process is to adopt a Resolution of Intent by December 31 of the year prior to adoption of the Fire Rescue Assessment. The Resolution of Intent notifies the County property appraiser and tax collector that the City will potentially be using the uniform method to collect a yet-to-be-adopted non-ad valorem assessment. It is a non-binding resolution and the City may ultimately not adopt the assessment, however, it is required if the City does wish to use the uniform method of collection of the assessments for the following Fiscal Year.

With this in mind, we propose the following schedules for Phase 1, and a draft schedule for Phase 2:

Phase 1

- May/June 2026 – Initiate Phase 1 of the study
- July/August 2026 – Finalize and Present Phase 1 of the study
- December 31, 2026 – If the City wishes to proceed with Phase 2 of the study, adopt the Resolution of Intent by this date

Phase 2:

- May/June 2027 – Initiate Phase 2 of the study if the City desires to proceed with implementation of the assessment program, finalize analysis and rates with updated property data
- June/July 2027 – Initial resolution and ordinance hearing(s)
- Minimum 20 days prior to final adoption hearing – send required mailed notices and published notice
- Town Hall meeting
- Before September 15, 2027 or date agreed upon with Property Appraiser and Tax Collector – Adopt final resolution and ordinance

FEE

A Fee and Expense Summary for Phase 1 of the study is presented in the table below and detailed in Attachment A of this document. Any additional costs associated with additional meetings or analytical efforts would be added to the project budget in the form of a contract amendment or change order agreed upon by both parties.

A draft Fee and Expense estimate is included for Phase 2 in summary below and detailed in Attachment B of this document. The fees and expenses shown for Phase 2 are *not* inclusive of Bryant Miller Olive (BMO) Special Legal Counsel Chris Roe, as he will be contracted directly through the City. Phase 2 also includes estimated expenses related to the mailing of the first-class notices to affected property owners, using cost information from prior mailing experience.

It is our practice to invoice monthly on a time and expenses basis for work completed during the billing period, and payment is due within 30 days. To the extent that additional analysis or attendance at additional meetings are required and requested by you, we will invoice for those services at our hourly rates, plus actual out-of-pocket expenses.

PHASE 1 TASKS		Hours	Fee
TASK 1:	INITIATE THE PROJECT	4	$1,220
TASK 2:	DEVELOP FIRE RESCUE ASSESSMENTS AND A FIVE YEAR FINANCIAL PLAN FOR THE PROVISION OF FIRE RESCUE SERVICE	62	$17,430
TASK 3:	DOCUMENT AND PRESENT PRELIMINARY RESULTS TO THE CITY	36	$10,720
TOTAL FEE		102	$29,370
EXPENSES			$420
TOTAL PHASE 1			$29,790

PHASE 2 TASKS		Hours	Fee
TASK 1:	INITIATE THE PROJECT	4	$1,220
TASK 2:	UPDATE THE FIRE RESCUE ASSESSMENTS AND FIVE-YEAR FINANCIAL PLAN FOR THE PROVISION OF FIRE RESCUE SERVICE	53	$16,530
TASK 3:	PROVIDE IMPLEMENTATION ASSISTANCE	58	$18,640
TOTAL FEE		115	$36,390
Total Expenses			$1,849
Total Mailing Vendor Cost Estimates			$6,233
TOTAL PHASE 2			$44,472

TERMS AND CONDITIONS

This agreement is prepared in accordance with the terms and conditions of the Master Professional Consulting Services Agreement dated April 30, 2024 between the City of Bartow and Raftelis Financial Consultants, Inc. (the "Piggyback Agreement"), which is attached to this agreement as Attachment C. The terms and conditions, including any provision for future adjustments, as contained in the Piggyback Agreement included in Attachment C shall be in effect during the term of any agreement executed between the parties.

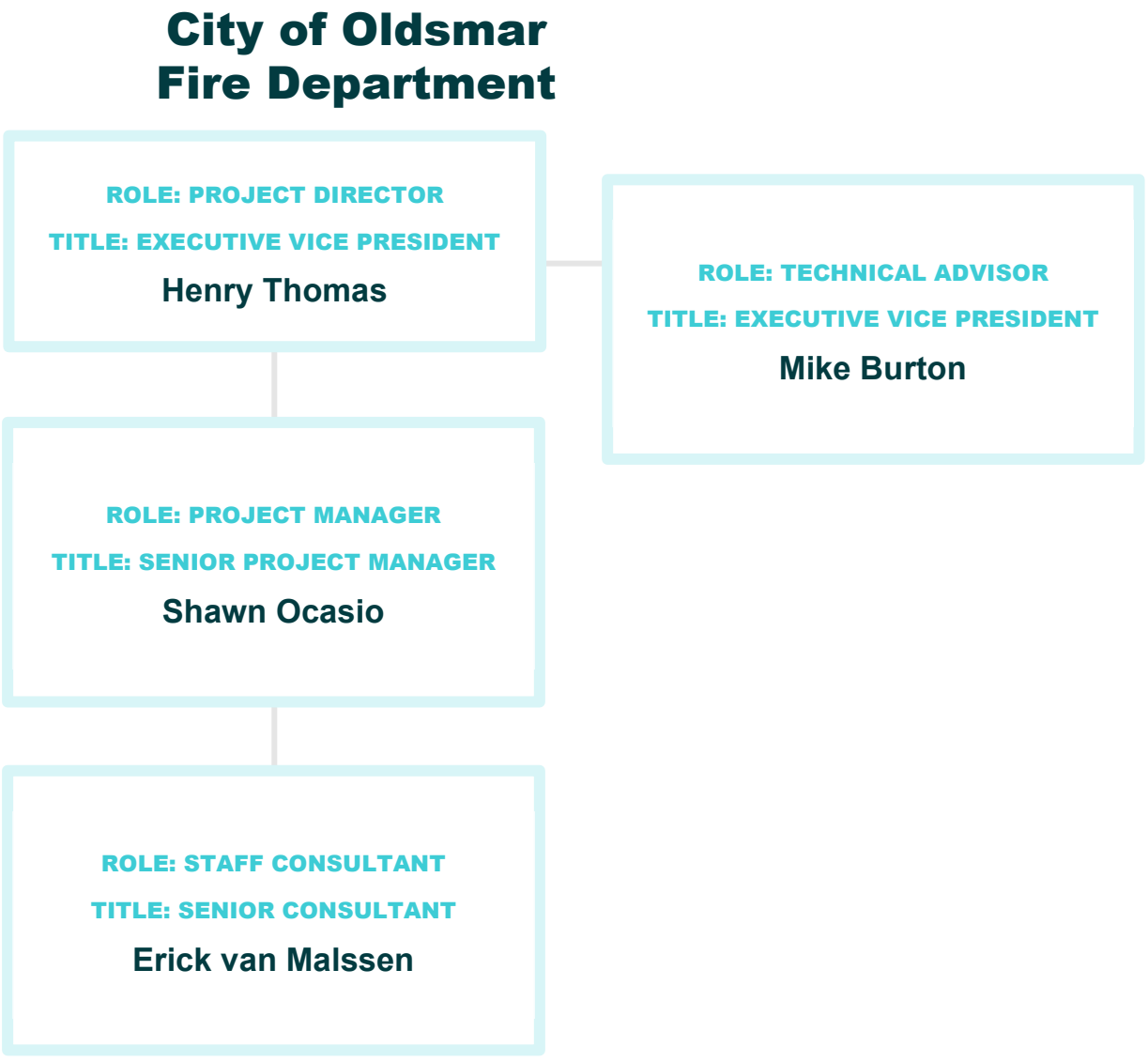
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Key Personnel/Project Management Team

WE HAVE DEVELOPED A TEAM OF CONSULTANTS WHO SPECIALIZE IN THE SPECIFIC ELEMENTS THAT WILL BE CRITICAL TO THE SUCCESS OF THE CITY'S PROJECT.

Our team includes senior-level professionals to provide experienced project leadership with support from talented consultant staff. This close-knit group has frequently collaborated on similar successful projects, providing the City with confidence in our capabilities.

Here, we have included an organizational chart showing the structure of our project team. On the following pages, we have included resumes for each of our team members as well as a description of their role on the project.



Henry Thomas

PROJECT DIRECTOR
Executive Vice President



Specialties
- Business/strategic plans
- Cost-of-service & rate studies
- Bond financing
- Water conservation rates
- Contract negotiation
- Utility acquisitions
- Development fees
- Municipal impact fees

Professional History
- Raftelis: Senior Vice President (2025-present); Vice President (2019-present); Senior Vice President, PRMG (1994-2019)

Education
- Bachelor of Science in Business Administration, Economics - University of Florida (1977)

Professional Memberships
- Florida Government Finance Officers Association
- AWWA

PROFILE

Henry has over 47 years of utility industry rate and financial experience focusing on business issues facing water, wastewater, solid waste, natural gas, electric, and stormwater utilities. Henry's experience includes directing financial consulting services for publicly-owned utilities and governmental entities. He has been responsible for preparing utility rate and cost-of-service studies, business plans, bond feasibility studies, designing water conservation rates, connection and development fees, municipal impact fees, developing utility financial policies, and assisting with the acquisition of utility properties and other management consulting services. During his career, he has served over 120 clients including county and municipal governments and publicly-owned utility districts, authorities, and cooperatives.

KEY PROJECT EXPERIENCE

City of Lakeland (FL): Utility Rate, Financial Planning, and Management Consulting Services

Henry has served the City of Lakeland (City) since 2009 providing utility rate, financial planning, and management consulting services to the water and wastewater utility systems. On behalf of the City, Henry has directed a comprehensive cost-of-service/rate study and annual revenue sufficiency updates. Major issues addressed for the City include water conservation rates and rate structures that promote revenue stability and evaluating the size and timing of capital projects.

Polk County (FL): Utility Rate, Financial Planning, and Management Consulting Services

Henry has served Polk County since 2013 providing utility rate, financial planning, and management consulting services to the water and wastewater systems. His experience includes directing utility rate and cost-of-service studies including the development of water conservation rate structures and preparing bond feasibility studies.

Charlotte County (FL): Utility Rate, Financial Planning, and Management Consulting Services

Henry has served Charlotte County Utilities (County) since 1996 providing utility rate, financial planning, and management consulting services to the County's water and wastewater systems. As part of this ongoing engagement Henry has directed comprehensive water and wastewater rate studies, bond feasibility studies, utility valuations, impact fee studies and assisted in the development of water conservation rates and utility expansion policies and the evaluation of wholesale rate issues related to the Peace River/Manasota Water Supply.

City of Valdosta (GA): Utility Rate and Financial Planning Services

Henry has worked for the City of Valdosta (City) since 1998 providing utility rate and financial planning services to the City's water and sewer system. His experience with the City of Valdosta includes preparing a water and sewer master plan capital funding analysis, a comprehensive water and sewer rate study, including implementation of significant water conservation rate structures phased-in over a multi-year period, and several rate sufficiency updates to ensure that the City's water and sewer utility rates are adequate to fund operating and capital needs, and maintain a sound financial position.

City of Ocala (FL): Utility Rate, Financial Planning, and Management Consulting Services

Henry has served the City of Ocala since 1992 providing utility rate, financial planning, and management consulting services to the water and wastewater systems. Henry has directed comprehensive water and wastewater cost-of-service/rate studies and annual revenue sufficiency updates for the City. He has also been involved in the development of system development charges, water conservation rates and strategies related to providing incentives for growth and economic development.

City of Tampa (FL): Utility Rate Consulting Services

Henry has served the City of Tampa since 2005. He has directed comprehensive, water, wastewater and solid waste rate studies, and annual revenue sufficiency updates, developed capital charges related to new development, participated in City's water and wastewater master planning process to evaluate the financial impact of capital projects and prepared bond feasibility studies associated with the issuance of long-term debt.

City of Titusville (FL): Utility Rate Consulting Services

Henry has served the City of Titusville, Florida since 2000. He has directed comprehensive water and wastewater rate studies and annual revenue sufficiency updates. In addition, he has been involved in providing capital funding plans for State Revolving Loans from the State of Florida, Department of Environmental Protection (FDEP) and assisted in negotiations related to the formation of a joint public/private entity to provide future water supplies for the City.

PROJECT LIST

- Apopka (FL)
- Auburn, AL
- Bartow (FL)
- Cape Coral (FL)
- Casselberry (FL)
- Citrus County Utilities (FL)
- Clermont (FL)
- Cocoa Beach (FL)
- Crystal River (FL)
- Dade City (FL)
- Dania Beach (FL)
- Destin Water Users (FL)
- Dundee (FL)
- Edgewater (FL)
- Enterprise, CDD (FL)
- Fort Pierce Utilities Authority (FL)
- Fort Walton Beach (FL)
- Gasparilla Island Water Association (FL)
- Greater Pine Island Water Association (FL)
- Groveland (FL)
- Haines City (FL)
- Hallandale Beach (FL)
- Helena (MT)
- Immokalee Water and Sewer District (FL)
- Inverness (FL)

- Jacksonville Electric Authority (JEA) (FL)
- Lakeland (FL)
- Largo (FL)
- Pinellas County Electric Cooperative (FL)
- Leesburg (FL)
- Maitland (FL)
- Melbourne (FL)
- Midway Water System (FL)
- Miramar (FL)
- Mount Dora (FL)
- Newberry (SC)
- New Smyrna Beach Utilities Commission (FL)
- North Port (FL)
- Oakland Park (FL)
- Ocoee (FL)
- Okeechobee Utility Authority (FL)
- Oldsmar (FL)
- Orange City (FL)
- Orlando Utilities Commission (FL)
- Oviedo (FL)
- Palatka (FL)
- Palm Bay (FL)
- Palm Coast (FL)
- Panama City (FL)
- Panama City Beach (FL)
- Pembroke Pines (FL)
- Plant City (FL)
- Polk County Utilities (FL)
- Port Orange (FL)
- Regional Utilities of Walton County (FL)
- Sanford (FL)
- South Walton County Utilities (FL)
- Stuart (FL)
- Sunrise (FL)
- Town of Bedford (NH)
- Town of Davie (FL)
- Town of Goffstown (NH)
- Umatilla (FL)
- Vero Beach (FL)
- Virgin Islands Water and Power Authority (Virgin Islands)
- Volusia County Utilities (FL)
- Wabash Valley Power Association (IN)
- Warner Robins (GA)
- West Melbourne (FL)
- Winter Springs (FL)

LITIGATION EXPERIENCE

Henry has directed regulatory rate cases for the Virgin Islands Water and Power Authority and Charlotte County, Florida and has testified before the Florida Public Service Commission, the Indiana Public Service Commission, the Virgin Islands Public Services Commission, and District Courts in Florida and Michigan.

PUBLICATIONS

- "Utility Impact Fees: Practices and Challenges" AWWA, 2013
- "Water and Wastewater Impact Fees," South Carolina Section of the AWWA, Management Forum, 2001
- "Innovative Water Rates," North Florida Section of the AWWA, 2011

PRESENTATIONS

- "Electric Utility Rates in a Competitive Environment," National Rural Electric Cooperative Association (NRECA) Managers Conference, 1995
- "Innovative Electric Rates," NRECA Marketing, Member Services and Communication Conference, 1995
- "Electric Utility Rate Making," NRECA National Directors Conference, 1996
- "Water Rates and Conservation Practices," Florida Water Resources Association Conference, 2007
- "Communicating Water Utility Rate Needs," Florida Rural Water Association's Annual Technical and Training Conference, 2010

PROFESSIONAL HONORS

- AWWA Management and Leadership Division's 2013 Best Paper Award

Mike Burton

TECHNICAL ADVISOR

Executive Vice President



ROLE

Mike will be responsible for overall project accountability and will be available to provide quality assurance and control, industry perspective, and insights into the project.

PROFILE

Mike has 35+ years of experience managing a variety of projects to assist local government with planning for and funding services and infrastructure, to include special assessment studies, for parking districts, fire assessments, and stormwater assessments. He has also conducted numerous fire assessment studies, and he has conducted long term financial sustainability studies of the general funds of local government. Mike was the expert witness on a case with the City of Cape Coral that established a new fire assessment methodology for fire assessments in the State of Florida. Mike managed the development of the subject fire assessments, provided in-person testimony at a bond validation hearing where he was cross-examined by eight interveners and his written testimony was used in support of the City's case before the Florida Supreme Court in an appeal that was filed by one of the interveners. The result of the appeal was that new assessment methodology was upheld by the Florida Supreme Court.

Specialties

- Utility revenue sufficiency & cost-of-service & rate structure studies
- Interactive financial sustainability modeling for utilities and the general funds of local governments
- Conservation rate studies
- Bond forecasts & feasibility studies
- Economic feasibility studies
- Capital recovery fee studies

Professional History

- Raftelis: Senior Principal (2025-present); Executive Vice President
- Founder and President of Burton & Associates (acquired in 2016 by Stantec Consulting Services, Inc.)
- Arthur Young & Company: Principal and co- developer with George Raftelis of the firm's water and wastewater rate practice

Education

- Bachelor of Industrial Engineering – University of Florida

Professional Memberships

- AMWA
- WEF
- Florida City County Managers Association

KEY PROJECT EXPERIENCE

City of Dania Beach (FL): Fire Assessment Fee Update

Mike managed our annual update of the City of Dania Beach's Fire Assessment Fee. Dania Beach had used a different consultant for annual assessment updates, and for FY 2024-25 chose Raftelis to perform the assessment fee updates along with a Stormwater assessment project. We were quickly able to analyze and fully understand the nuances of the Broward County Sheriff's Office and Broward County Property Appraiser's data, which are crucial to all Broward County Fire Assessment Fee designs. We worked closely with the City staff to provide meaningful adjustments to the existing assessment approach, while meeting each deadline required by the City's compressed schedule with swift and concise delivery.

Hernando County (FL): Fire Assessment

Mike managed the development and maintenance of the annual Fire Assessment for Hernando County, FL since 2022. The study included not only the Fire Assessment as a Municipal Services Benefit Unit, but also a Municipal Services Taxing Unit to fund Emergency Management Services (EMS). The study involved considerable change to the allocation of costs in the current fire assessment. We presented the results to the County Commission and the fire assessment was ultimately adopted. Raftelis now updates the assessment annually.

City of Cape Coral (FL): Fire Assessment and Other Studies

Mike managed several consulting assignments over the 20 years that he served the City of Cape Coral (City). Mike was the expert witness on a case with the City of Cape Coral that established a new fire assessment methodology for fire assessments in the State of Florida. Mike managed the development of the subject fire assessments, provided in-person testimony at a bond validation hearing where he was cross examined by eight interveners and his written testimony was used in support of the City's case before the Florida Supreme Court in an appeal that was filed by one of the interveners. The result of the appeal was that the new assessment methodology was upheld by the Florida Supreme Court. The services that Mike provided also included the development of a 10-year financial sustainability analysis for the City's general fund, water and sewer rate studies, and a stormwater rate study.

City of Fort Myers (FL): Fire Assessment and Other Studies

Mike managed several consulting assignments over the 30 years that he served the City of Fort Myers (City). The services that he provided included the development of a fire assessment and assistance in its implementation, water and sewer rate studies, a stormwater rate study in support of creation of a stormwater utility, and the development of a 10-year financial sustainability analysis for the City's general fund.

City of Sanford (FL): Fire Assessment

Mike managed our 2024-25 project in which we developed a fire assessment program for the City of Sanford, FL. The City decided to use the Availability Approach to cost allocation instead of the Calls-for-Service approach as it provided a more uniform method of cost allocation avoiding the need to continually update a calls-for-service allocation. Other benefits to this method include the ease for staff and citizens to understand the fee methodology, an important part of any assessment to be successfully implemented. The study is complete, and City staff intends to present it to the City Council prior to the next budget cycle.

City of Cocoa (FL): Fire Assessment Program, Funding Development Study

Mike served the City of Cocoa (City) for over 10 years. During that time, he developed a fire assessment program, conducted a stormwater rate study, and developed an integrated financial sustainability model for the City's General Fund, Water and Sewer Fund and Fire Assessment. He also developed an indirect cost allocation model for the City to ensure that all overhead and indirect costs of the City were properly allocated to benefitting departments, which served as a basis for internal transfers from enterprise funds to the general fund. Mike also assisted in facilitation of the development of an interlocal agreement between the City and other regional partners in central Florida. The facilitation consisted of approximately five workshops with all of the partners (including consultants and legal counsel) during which Mike presented proposed rate constructs interactively, while addressing input from the members during the facilitation sessions. Negotiations were on the brink of collapse when Mike was retained and he was able to ultimately bring the parties together with a comprehensive interlocal agreement detailing the rates development construct, which was ultimately agreed to by all parties.

City of Fort Lauderdale (FL): Utility Rate Studies, Funding Development Study

Mike served the City of Fort Lauderdale for over 12 years during which time he managed a variety of projects including a comprehensive water and sewer rate study, a stormwater rate study, a solid waste rate study and the development of an integrated financial sustainability modeling system that included the General Fund, Water and Sewer Fund, Regional Sewer Fund, Stormwater Fund, Solid Waste Fund, Regional Airport Fund, Building Fund, and Parking Fund. Each fund model was linked with others, where transfers occur, so changes in one fund would flow through to all other affected funds.

City of Lake Worth (FL): Water and Sewer Rate Study, Funding Development Study
Mike served the City of Lake Worth for over 10 years during which time he managed a variety of projects including a comprehensive water and sewer rate study, a regional sewer rate study, annual updates to the revenue sufficiency analysis for the water and sewer systems, and the development of an integrated financial sustainability modeling system that included the General Fund, Water Fund, Sewer Fund, Regional Sewer Fund, Electric Fund, Beach Fund, and Stormwater Fund. Each fund model was linked with others, where transfers occur, so changes in one fund would flow through to all other affected funds.

PROJECT LIST

- City of Cape Coral (FL) - Litigation support for Fire Assessment
- City of Tempe (AZ) - Solid waste rate study
- City of Punta Gorda (FL) - Water and sewer rate study
- City of Miramar (FL) - General Fund Financial Sustainability Study
- Orange Water and Sewer Authority (ONWASA) (NC) - Comprehensive water and sewer rate study
- UNC Chapel Hill and OWASA (NC) - Joint reclaimed water system financial plan and rate study
- The Villages Community Development Districts (FL) - Water and sewer rate studies and bond refinancing feasibility studies
- Pinellas County (FL) - Water and sewer rate studies and permit fee study
- City of Deerfield Beach (FL) - Fire assessment study
- Nassau County (FL) - Financial sustainability analysis
- City of Temple Terrace (FL) - Financial sustainability study
- City of Sarasota (FL) - Water and sewer rate studies
- City of North Port (FL) - Road and drainage assessment and fire assessment
- City of Wauchula (FL) - Solid waste rate study

PUBLICATIONS

- AWWA Manual 54 – Setting Rates for Small Systems, contributing author, first edition

PRESENTATIONS

- “The Truth Will Set You Free - Achieving Financial Sustainability through Employee Transparency," Joint presentation with the City of Fort Lauderdale at the FCCMA Annual Conference, 2019
- “Achieving Financial Sustainability Through a Dynamic, Interactive Decision Support Modeling Process” – Joint presentation with the City of Fort Lauderdale at the FCCMA Annual Conference, 2014
- “Cost Apportionment for Special Assessments –Think Out of the Box” – FGFOA Annual Conference, 2017
- “Utility Policies and How They Impact Financials: A Case Study” – FGFOA Annual Conference, 2011
- “Enterprise-wide Focus and Long-term Financial Sustainability”, FGFOA School, 2019
- “Financial Master Planning and Resource Optimization” – SW Florida Chapter FGFOA, 2004
- “Achieving Financial Sustainability Through a Dynamic, Interactive Decision Support Modeling Process” - Joint presentation with the City of Fort Myers at the FGFOA Annual Conference, 2015
- “Paying for Alternative Water Supply” - AWWA/Florida Section Conference, 2015

Shawn Ocasio

PROJECT MANAGER
Senior Manager



Specialties
- Computer financial model development
- Revenue sufficiency analyses
- Cost-of-service & rate studies
- Retail and wholesale rate design
- Financing feasibility analyses
- Utility connection/development fees
- Municipal impact fees

Professional History
- Raftelis: Senior Manager (2025-present); Manager (2021-2024); Senior Consultant (2019-2020); Rate Consultant, PRMG (2009-2019)

Education
- Bachelor of Science in Business Administration in Accounting & Finance - University of Central Florida (2008)

Professional Memberships
- AWWA
- Florida Government Finance Officers Association

PROFILE

Shawn has 16 years of rate and financial consulting experience and has participated on a variety of projects for water, wastewater, reclaimed water, stormwater, and solid waste management utility enterprise systems throughout Florida, Georgia, Alabama, and Virginia. These projects have included revenue sufficiency analyses, cost of service rate design and utility miscellaneous fee design studies, retail and wholesale water rate design engagements, bond feasibility studies, general fund indirect cost allocation analyses, and customer bill impact evaluations. Another area of focus for Shawn is in the development of general government and utility impact fees. He has developed impact fees for police, fire/rescue, parks and recreation, libraries, and general government/administrative municipal services as well as water, wastewater, and reclaimed water utility services for municipal clients updating existing fees and/or implementing fees for the first time.

KEY PROJECT EXPERIENCE

City of Sanford (FL): Water, Wastewater, and Stormwater Rate and Revenue Sufficiency Studies

Shawn has performed a range of services for the City of Sanford (City) since 2011. He assisted in the development of several detailed rate and revenue sufficiency studies for the City's water and wastewater and stormwater enterprise funds. Responsibilities included the development of a detailed billing frequency analysis to identify customer use attributes by class, development of a five-year revenue requirements analysis and capital funding plans, evaluation of fiscal performance and compliance with the authorizing bond resolution (senior-lien bonds) and loan agreements (subordinate lien low-interest loans from the State Revolving Fund loan program) and the development of rate adjustment recommendations to recover the identified cost-of-service. The revenue sufficiency study updates have been prepared annually by Shawn to assist the City in evaluating the utility financial performance and fiscal position as it relates to their overall rate plan and financial strategies. Shawn also assisted the City with the preparation of capital financing plans in support of State Revolving Fund (SRF) Loans. Shawn has also developed a long-term (20-year) financial forecast of revenues, expenses, and capital funding requirements for the stormwater system to aid the City in developing a rate plan that balanced short-term needs with long-term sustainability.

City of Edgewater (FL): Water, Wastewater, Solid Waste, and Stormwater Rate and Revenue Sufficiency Studies

Shawn has provided financial consulting services to the City of Edgewater (City) since 2015. These services include the performance of annual in-depth revenue sufficiency studies for the City's water, wastewater, stormwater, and solid waste utility enterprise systems. These projects involved the development of detailed multi-year financial forecast models for each individual utility system. The models were used in projecting customer account growth and sales, rate and other miscellaneous revenues, operating expenses, operating and other internal transfers, existing debt payments, and capital funding needs. During each study a funding strategy was then developed with the City staff in order to optimize the utilization of existing resources while also employing additional borrowing to mitigate

customer rate impacts. Shawn has also assisted the City in evaluating the financial impacts of various solid waste system operating efficiency alternatives. The City provided several operating alternatives that were prepared by a solid waste operations expert, and Shawn evaluated the projected savings under each scenario. Public presentations to the City Council were also made to present the results of each annual update and obtain feedback and guidance from City leadership. The recommendations of each study have been approved by the City Council annually.

City of St. Augustine (FL): Water and Wastewater Rate and Impact Fee Studies

Shawn provided consulting and analytical support in the performance of an in-depth revenue sufficiency review and rate study for the City of St. Augustine's (City) water and wastewater utility system. The study included the development of a detailed 10-year financial forecast model to evaluate the sufficiency of revenues to fully fund the utility's operating, capital and other expenditure needs. This task required an in-depth review of the City's customer billing records to develop a detailed customer sales projection, billing frequency analysis and revenue model as well as a review of historical and budgeted system operating expenditures as the basis for projecting expenditures. Shawn assisted in the development of revised rate structures based on industry allocation methods to i) recognize increased fixed cost recovery through the restructuring of the base facility charge; ii) removal of the minimum flow allowances to promote a more accurate pricing of water used and billed wastewater flow; iii) initiated a reduction to the outside city surcharge to provide more commonality among all customers; and iv) to promote equity among customer classes. The evaluation also included a detailed customer impact evaluation (based on the billing frequency analysis) for presentation to the City Council. Additionally, the study also included the development of utility impact fee analysis for the Utility.

City of Winter Garden (FL): Police, Fire Protection, and Recreational Municipal Impact Fees

Shawn has assisted in an analysis of the City of Winter Garden's (City) police, fire protection, and recreational municipal impact fees. During this project, he performed an analysis of population projections, dwelling unit relationships, and developed corresponding growth projections. He also assisted in discussions with the City regarding the determination of level of service (LOS) standards and the capital requirements needed to serve new development. Shawn then assisted in the design of the impact fees for the residential and non-residential customer classes.

City of Ocoee (FL): Water and Wastewater Rate and Bond Feasibility Studies and Financial Consulting Services

Shawn has performed a variety of consulting services for the City of Ocoee (City). He assisted in the development of detailed rate and revenue sufficiency studies for the City's water and wastewater utility enterprise funds. He has also assisted the City in the financial due diligence and financial feasibility report supporting the issuance of $21.8 million in utility revenue bonds for funding improvements to the water and wastewater utility system. Responsibilities included the development of a detailed billing frequency analysis to identify customer use attributes by class, detailed revenue projections, development of a 6-year revenue requirements analysis and capital funding plan, and the development of rate adjustment recommendations. He also assisted in the development of a reclaimed water rate design analysis to help the City with scenario planning for funding its expanding reclaimed water system.

City of Oakland Park (FL): Utility and Municipal Impact Fee Feasibility Analysis and Recreation Impact Fee Updates

Shawn performed an impact fee feasibility analysis for the City of Oakland Park's (City) stormwater, solid waste, police, fire/EMS, library, general government and parks and recreation services. This feasibility analysis included a review of capital cost information, level of service criteria, typical/hypothetical fee levels, industry standards and norms and typical application methods for stormwater, solid waste, police, fire/EMS, library, general government and parks and recreation impact fees. This analysis then included a review of the type and extent of the City's anticipated development to develop an estimate of potential revenues to assess the potential benefit to the City of

implementing the various impact fees. Based on the results of the feasibility analysis, Shawn then completed a parks and recreation impact fee study for the City.

City of Miramar (FL): Police, Fire Protection, and Recreational Municipal Impact Fee Study

Shawn performed a municipal impact fee study for the City of Miramar (City) that included fees associated with police, fire protection, and recreational services. This study included an analysis of growth and population projections, dwelling units, call data, and Level of Service (LOS) standards, and existing and planned capital facilities. For police and fire protection services the impact fees were designed for residential and non-residential classes of customers. The fees designed in the recreation services analysis were for residential customers only and included the development of a recreation impact fee for facilities and a separate community parks land dedication fee for land for properties not covered by a land donation agreement. Shawn has also assisted in the performance of stormwater revenue sufficiency studies for the City. These studies included developing projections of operating expenses, revenues, and capital funding and then evaluation the overall revenue sufficiency of the system and developing rate recommendations for implementation.

PROJECT LIST

- Alexandria Renew Enterprises (VA)
- City of Apopka (FL)
- City of Bartow (FL)
- City of Boynton Beach (FL)
- City of Canton (GA)
- City of Cape Coral (FL)
- City of Casselberry (FL)
- Charlotte County (FL)
- Citrus County (FL)
- City of Clermont (FL)
- City of Dade City (FL)
- Town of Davie (FL)
- City of Deerfield Beach (FL)
- Destin Water Users (FL)
- Englewood Area Fire Control District (FL)
- City of Groveland (FL)
- City of Hallandale Beach (FL)
- Immokalee Water and Sewer District (FL)
- Town of Lake Park (FL)
- City of Lake Wales (FL)
- City of Longwood (FL)
- Manatee County (FL)
- City of Marathon (FL)
- Midway Water System, Inc. (FL)
- City of Mount Dora (FL)
- City of Ocala (FL)
- City of Ormond Beach (FL)
- City of Oviedo (FL)
- Okeechobee Utility Authority (FL)
- City of Palm Coast (FL)
- City of Panama City Beach (FL)

- Pinellas Suncoast Fire & Rescue District (FL)
- City of Port Orange (FL)
- City of St. Cloud (FL)
- City of St. Pete Beach (FL)
- Sarasota County (FL)
- City of Stuart (FL)
- City of Treasure Island (FL)
- City of Umatilla (FL)
- City of Valdosta (GA)
- Wakulla County (FL)
- City of Warner Robins (GA)
- City of Winter Garden (FL)

PRESENTATIONS

- "Municipal and Utility Impact Fees" Presentation to the Gulf Coast Chapter of Florida Governmental Financial Officers Association (FGFOA), 2024
- "Growth on the Gulf: Navigating Municipal and Utility Impact Fees in Florida" Presentation to the Gulf Coast Chapter of Florida Governmental Financial Officers Association (FGFOA), 2026

Erick van Malssen

STAFF CONSULTANT
Senior Consultant



Specialties
- Interactive financial sustainability modeling for utilities and the general funds of local governments
- Utility & special revenue fund revenue sufficiency & rate structure studies
- Non-ad valorem special assessment fee studies
- Economic feasibility studies
- Capital recovery fee studies
- Custom financial modeling

Professional History
- Raftelis: Senior Consultant
- Stantec: Principal (2017-2020)
- Burton & Associates: Manager (2014-2017); Consultant (2010-2014)
- Tetra Tech: Consultant (2008-2010); Analyst (2005-2008)

Education
- Master of Business Administration – University of Central Florida (2005)
- Bachelor of Science in Finance – University of Central Florida (2004)

ROLE

Erick will work at the direction of Shawn in conducting analyses and preparing deliverables for the project.

PROFILE

Erick has 20 years of experience performing and managing a variety of projects with a focus on financial modeling and analysis crucial for public utility & municipal government financial consulting. Erick has earned the reputation as one of the prominent specialists in Fire/Rescue Special Assessment Fee design, implementation and management in the State of Florida. Erick has spearheaded the design and implementation of a model that simulates the financial dynamics of a municipality from the General Fund down to the smallest of special revenue and enterprise funds. The model has been used in various cities & counties in Florida to aid the municipalities in solving financial hurdles; working closely with municipal management and governing bodies to make critical decisions in the sensitive political climate that governments find themselves in. Erick has specialized and developed novel techniques utilizing live modeling to mediate crucial financial decisions at the executive and elected board levels.

KEY PROJECT EXPERIENCE

City of Dania Beach (FL): Fire Assessment Fee Update

Erick served as the lead consultant for the annual update of the City of Dania Beach's Fire Assessment Fee for the last two fiscal years. Dania Beach had used a different consultant for annual assessment updates, and for FY 2024-25 chose Raftelis to perform the assessment fee updates along with a Stormwater assessment project. Erick was quickly able to analyze and fully understand the nuances of the Broward County Sheriff's Office and Broward County Property Appraiser's data, which are crucial to all Broward County Fire Assessment Fee designs. Erick worked closely with the City staff to provide meaningful adjustments to the existing assessment approach, while meeting each deadline required by the City's compressed schedule with swift and concise delivery. Erick continues to serve Dania Beach for annual assessment updates.

Hernando County (FL): Fire Assessment

Erick served as lead consultant for the development and annual update of the Fire Assessment for Hernando County, FL. The study included not only the Fire Assessment as a Municipal Services Benefit Unit, but also a Municipal Services Taxing Unit to fund Emergency Management Services (EMS). The study involved considerable changes to the allocation of costs in the current fire assessment. We presented the results to the County Commission and the fire assessment was ultimately adopted, with annual updates since 2022.

North River Fire District (FL): Fire Assessment Fee Update

Erick served the North River Fire District as lead consultant and project manager for their Fire Assessment update in FY 2021. The District retained Stantec, Erick's former employer, to update their existing assessment while

developing a variety of scenarios and model simulations so that the District could evaluate alternate rate structures, exemption levels, and other variations on their existing fee. The District continues to utilize the fees developed under Erick's direction and management as their primary funding source.

City of Sanford (FL): Fire Assessment

Erick served as lead consultant for our 2025-26 project in which we developed a fire assessment program for the City of Sanford, FL. The City decided to use the Availability Approach to cost allocation instead of the Calls-for-Service approach as it provided a more uniform method of cost allocation avoiding the need to continually update a calls-for-service allocation. Other benefits to this method include the ease for staff and citizens to understand the fee methodology, an important part of any assessment to be successfully implemented. The study is complete, and City is currently in the midst of the adoption process.

Alachua County (FL): Development and Annual Management of Fire/Rescue Assessment Fee

Erick managed the design and implementation of a complex fire assessment fee program for Alachua County (County), with annual assessment roll calculations and program management in subsequent years. The County's Fire/Rescue service faced significant funding challenges with aging vehicles, equipment, stations, and under-staffed shifts. The need for adequate Fire/Rescue services was well received throughout the County's citizenry and elected officials, however, the method of funding over current taxation was controversial. Erick performed several town-hall style workshops with the Commission and attending citizenry, offering a variety of fee calculation options while mediating the fund-raising discussion between all parties involved. The program was ultimately passed to provide adequate and reliable annual funding for the Fire/Rescue department, while relieving the General Fund of the burden of providing funding through ad valorem taxation.

City of Fort Myers (FL): Annual General Fund Financial Sustainability Analysis, Water & Sewer Fund Revenue Sufficiency Study, Development and Annual Management of Fire/Rescue Assessment Fee

Erick performed and managed several consulting assignments over the 9 years that he served the City of Fort Myers (City). The services that he provided include water and sewer rate studies, a stormwater rate study in support of creation of a stormwater utility, the development of a fire assessment and the development of a 10-year financial sustainability analysis for the City's general fund.

City of Fort Lauderdale (FL): Integrated Financial Sustainability Analysis

Erick served the City of Fort Lauderdale (City) for over 7 years during which time he managed a variety of projects including the development of an integrated financial sustainability modeling system that included the General Fund, Water and Sewer Fund, Regional Sewer Fund, Stormwater Fund, Solid Waste Fund, Regional Airport Fund, Building Fund, and Parking Fund. Each fund model was linked with others, where transfers occur, so changes in one fund would flow through to all other affected funds.

City of Coral Springs (FL): Annual General Fund Financial Sustainability Analysis

Erick served the City of Coral Springs (City) for several years. During that time, he developed a financial sustainability model for the City's General Fund. Erick managed the facilitation of communication of the results of this study to the City's employees in several town hall type interactive review sessions.

The City Manager commissioned and participated in these meetings to provide true transparency to employees for the need to have lower than expected salary adjustments and health care contributions by the City in order to maintain staff through the next few years to get to a point of sustainability in future years. All employees ultimately endorsed the budget with the aforementioned adjustments.

City of Lake Worth (FL): Integrated Financial Sustainability Analysis

Erick served the City of Lake Worth (City) for over 8 years during which time he managed a variety of projects including annual updates to the revenue sufficiency analysis for the water and sewer systems, and the development of an integrated financial sustainability modeling system that included the General Fund, Water Fund, Sewer Fund, Regional Sewer Fund, Electric Fund, Beach Fund, and Stormwater Fund. Each fund model was linked with others, where transfers occur, so changes in one fund would flow through to all other affected funds.

City of Cocoa (FL): Annual General Fund Financial Sustainability Analysis, Water & Sewer Fund Revenue Sufficiency Study, Development and Annual Management of Fire/Rescue Assessment Fee

Erick served the City of Cocoa (City) for over 8 years. During that time, he developed a fire assessment program with annual management of the fire assessment fee and developed an integrated financial sustainability model for the City's General Fund, Water and Sewer Fund and Fire Assessment.

City of Cape Coral (FL): Development and Annual Management of Fire/Rescue Assessment Fee, Annual General Fund Financial Sustainability Analysis

Erick served the City of Cape Coral (City) for over 8 years. During that time, he conducted several comprehensive water and sewer rate studies, developed a novel fire assessment program, and developed an integrated financial sustainability model for the City's General Fund.

PROJECT LIST

- Nashville/Davidson County (TN) – USD/GSD Cost and Revenue Allocation Study
- Hernando County (FL) – Fire & EMS Financial Planning and Fire Assessment Update
- Hardin County Water District No. 1 (KY) – PSC Rate Case & Sewer Cost of Service Rate Design
- Newport News Water Works (VA) – Water Financial Plan & Cost of Service Rate Design
- City of Cape Coral (FL) – Development and Annual Management of Fire/Rescue Assessment Fee, Annual General Fund Financial Sustainability Analysis
- City of Fort Myers (FL) - Annual General Fund Financial Sustainability Analysis, Water & Sewer Fund Revenue Sufficiency Study, Development and Annual Management of Fire/Rescue Assessment Fee
- City of Cocoa (FL) - Annual General Fund Financial Sustainability Analysis, Water & Sewer Fund Revenue Sufficiency Study, Development and Annual Management of Fire/Rescue Assessment Fee
- Coral Springs Improvement District (FL) – Water & Sewer Rate Design and Revenue Sufficiency Analysis, Road & Drainage Non-Ad Valorem Assessment Program
- City of Clearwater (FL) - General Fund Financial Sustainability Study, Water, Sewer, Solid Waste, Recycling Annual Revenue Sufficiency Analysis
- TOHO Water Authority (FL) – Water, Sewer & Reclaimed Water Rate Design, Revenue Sufficiency Analysis
- City of Palm Bay (FL) - General Fund Financial Sustainability Study
- City of Lake Worth (FL) – Integrated Financial Sustainability Analysis
- City of Fort Lauderdale (FL) – Integrated Financial Sustainability Analysis
- City of Coral Springs (FL) - Annual General Fund Financial Sustainability Analysis
- City of Miramar (FL) – Annual General Fund Financial Sustainability Study
- City of Winter Haven (FL) - General Fund Financial Sustainability Analysis
- City of Temple Terrace (FL) - General Fund Financial Sustainability Analysis
- City of Port St Joe (FL) – Water & Sewer Rate Design, Revenue Sufficiency Analysis
- City of New Port Richey (FL) – General Fund Financial Sustainability Analysis, Water & Sewer Revenue Sufficiency Analysis
- City of Lake Helen (FL) - Development of Fire/Rescue Assessment Fee
- Orange Water and Sewer Authority (ONWASA) (NC) – Annual Water & Sewer Revenue Sufficiency Analysis

- Nassau County (FL) - Financial sustainability analysis
- City of Fernandina Beach (FL) – General fund, Golf & Marina Fund Financial Sustainability Study
- City of Tarpon Springs (FL) - General Fund Financial Sustainability Analysis
- City of North Port (FL) – Development and Annual Management of Fire/Rescue Assessment Fee, General Government Impact Fees
- City of Venice (FL) - Development and Annual Management of Fire/Rescue Assessment Fee, General Government Impact Fees
- City of Royal Palm Beach (FL) - General Fund Financial Sustainability Analysis
- City of Brooksville (FL) - Development of Fire/Rescue Assessment Fee
- City of Zephyrhills (FL) - Development of Fire/Rescue Assessment Fee
- Alachua County (FL) - Development and Annual Management of Fire/Rescue Assessment Fee
- Baker County (FL) – Development of Fire & EMS Assessment Fees
- Hernando County (FL) - General Fund Financial Sustainability Analysis
- Okeechobee County (FL) – Development and Annual Management of Fire & EMS Assessment Fees, General Fund Financial Sustainability Study
- DeSoto County (FL) - Fire & EMS Assessment Fee Study
- City of Avon Park (FL) - Development of Fire/Rescue Assessment Fee

PRESENTATIONS

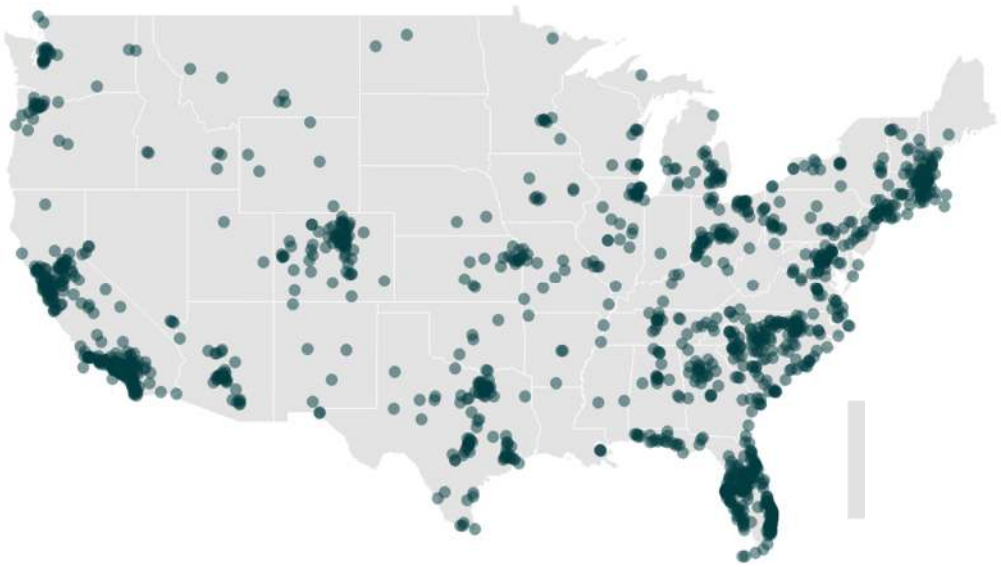
- "Don't Shoot the Messenger! Using Digital Technology to Evaluate the 'what ifs' and Make Impossible Decisions Palatable" – Stantec Innovation Forum, 2019
- "The Truth Will Set You Free - Achieving Financial Sustainability through Employee Transparency," Joint presentation with the City of Fort Lauderdale at the FCCMA Annual Conference, 2019
- "Achieving Financial Sustainability Through a Dynamic, Interactive Decision Support Modeling Process" – Joint presentation with the City of Fort Lauderdale at the FCCMA Annual Conference, 2014
- "Achieving Financial Sustainability Through a Dynamic, Interactive Decision Support Modeling Process", FGFOA First Coast Chapter, 2018
- "Cost Apportionment for Special Assessments –Think Out of the Box" – FGFOA Annual Conference, 2017
- "Achieving Financial Sustainability Through a Dynamic, Interactive Decision Support Modeling Process" - Joint presentation with the City of Fort Myers at the FGFOA Annual Conference, 2015

Experience

RAFTELIS HAS THE MOST EXPERIENCED LOCAL GOVERNMENT FINANCIAL AND MANAGEMENT CONSULTING PRACTICE IN THE NATION.

The project team assigned to the City is amongst the most experienced consultants in the state of Florida when it comes to developing and implementing non-ad valorem fire assessments. The team has overseen dozens of assessment programs in Florida cities and counties, including many that required a deeper analysis of methodology options similar to this study. Our technical advisor and lead consultant have both pioneered alternative assessment methodologies that best fit each individual client, and have supported the legal sustainability of these methodologies by providing expert witness to the Florida Supreme Court in cases of challenge to the assessments.

Our staff has assisted more than 1,700 local government agencies and utilities across the U.S., including some of the largest and most complex agencies in the nation. In the past year alone, Raftelis worked on more than 1,300 financial, organizational, and/or technology consulting projects for over 700 agencies in 47 states, the District of Columbia, and Canada. Below, we have provided descriptions of projects that we have worked on that are similar in scope to the City's project. We have included references for each of these clients and urge you to contact them to better understand our capabilities and the quality of service that we provide.



Recent Fire Assessment Project References:

Hernando County FL

Reference: Jeffery Rogers, County Administrator
15470 Flight Path Drive, Brooksville, FL 34604 / P: 352.754.4841 / E: jrogers@co.hernando.fl.us

Raftelis completed a comprehensive review and update of the County's Fire/Rescue MSBU assessment rates and EMS MSTU, as well as review and update the ambulance rate. A detailed allocation analysis of Fire/Rescue and

EMS costs was performed to adequately segment the cost components in accordance with Florida law. After allocating the Fire/Rescue costs to Fire and EMS, we then developed a ten-year financial sustainability forecast for both the MSBU and the MSTU, providing the revenue requirements necessary to fully fund each program. Included in the financial model were capital funding scenarios for a potential Public Safety bond issue that would fund projects for Fire, EMS and Sheriff based upon a referendum in FY 2024. The Fire/Rescue MSBU assessment rates were calculated using the calls-for-service methodology, including several scenarios for methodology adjustments. In 2025 Raftelis updated the annual assessment and are currently under contract and working on the 2026 update which includes the integration of the City of Brooksville's Fire Department.

City of Dania Beach FL

Reference: Yeimy Guzman, Chief Financial Officer
100 W. Dania Beach Boulevard, Dania Beach, FL 33004 / P: 954.924.6800 ext 3674 /
E: yguzman@daniabeachfl.gov

Raftelis manages the restructuring and levy submittal of the City's fire and storm water assessment programs. As part of the annual Fire Assessment Study update, the City's billing database is cross referenced to the County's secured roll to ensure that all benefitting parcels are paying their fair share of fire-related costs. In addition, the fire assessment methodology was reengineered and based on historical fire call data, which reflected the "true" demand that different property types within the City place on the fire department. As part of the analysis, frequency of calls, call time durations, and total responded personnel were taken into consideration when establishing different fire rates by property type. Doing so provided a better relationship between the charge and benefit received by property and was an easier approach to explain to the City's residents. The revised assessment program rates were presented and approved by the City Commission as a more fair and equitable apportionment of assessments. Raftelis annually updates this study as a continuing relationship with the City.

City of Sanford FL

Reference: Cynthia Lindsay, Director of Finance
300 N Park Avenue, Sanford, FL 32771 / P: 407.688.5026 / E: cynthia.lindsay@sanfordfl.gov

Raftelis has served the City of Sanford for numerous projects, most recently the 2025 fire assessment program development. The City decided to use the Availability Approach to cost allocation instead of the Calls-for-Service approach as it provided a more uniform method of cost allocation avoiding the need to continually update a calls-for-service allocation. Other benefits to this method include the ease for staff and citizens to understand the fee methodology, an important part of any assessment to be successfully implemented. The City ultimately decided not to adopt the assessment at the final adoption hearing due to pressure from property owners after receiving their proposed assessment notices. While the assessment was not adopted, the project and engagement with the City was successful and we continue to have a solid relationship with the City.

City of Bartow FL

Reference: David Wright, Director of Finance
P.O Box 1069, Bartow, FL 33831 / P: 863.534.0100 / E: dwright.finance@cityofbartow.net

Raftelis was recently selected by the City of Bartow (City) to update the Fire Fee Assessments, which were instituted several years earlier to recover a portion of the fire department's annual operating budget. The existing apportionment basis utilized data on parcels obtained from Polk County's Property Appraiser. Numerous parcels were being assessed based on partial data contained in the database and not fully vetted to reflect the ordinance established by the City. Raftelis conducted a complete review of all parcel data and identified existing, new, and potential discrepancies, which were either corrected immediately or reviewed with the City and Property

Appraiser's office and then adjusted accordingly. The assignment was completed in a limited time period with sufficient time for the City to include in the annual TRIM notice. Following the TRIM notice period, Raftelis proceeded to provide the City and County Tax Collector with a final assessment roll.

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City of Oldsmar, FL *Fire Rescue Assessment Study - Phase 1* *ATTACHMENT A - Project Task Plan and Fee Estimate*	Meetings				Hours					
	Web		On-Site		Raftelis Consultants *					
	# of Meetings	Hrs.	# of Meetings	Hrs.	HT	SO	EV	MB	Total Hours	Fee
TASK 1: INITIATE THE PROJECT										
1.1 Conduct virtual kick-off meeting.	1	1			1	1	1	0	3	$970
1.2 Prepare data request and review data and other background information.					0	0	1	0	1	$250
Total Task 1	**1**	**1**	**0**	**0**	**1**	**1**	**2**	**0**	**4**	**$1,220**
TASK 2: DEVELOP FIRE RESCUE ASSESSMENTS AND A FIVE YEAR FINANCIAL PLAN FOR THE PROVISION OF FIRE RESCUE SERVICE										
2.1 Identify cost apportionment methodology and assessment rate structure to be used and collect and compile required data to calculate a schedule of Fire Rescue Assessment rates.										
a. Determine Fire Rescue service area, service delivery configuration and alternative Fire Rescue Fee cost apportionment methodologies and assessment rate structures.					0	1	1	0	2	$570
b. Collect and review required property data from the Pinellas County Property Appraiser. Data to be provided in electronic form.					0	1	2	0	3	$820
c. Compile property data into a form usable for the development of the Fire Rescue Assessments.					0	2	4	0	6	$1,640
d. Collect and review required calls-for-service data from the Fire Department.					0	1	1	0	2	$570
e. Compile calls-for-service data into a form usable for the development of the Fire Rescue Assessments.					0	1	2	0	3	$820
f. Collect and review required cost of service information from City staff.					0	1	2	0	3	$820
g. Compile cost of service data into a form usable for the development of the Fire Rescue Assessments.					0	1	4	0	5	$1,320
2.2 Develop five-year Fire Rescue financial plan and preliminary Fire Rescue Assessments.										
a. Initialize our Fire Assessment model with the data compiled in Task 2.1, run the model and produce preliminary output, including 1) allocation of costs to fire and EMS, 2) apportionment of fire costs to parcel benefit, service benefit and watch-standing benefit, 3) the Fire Rescue Assessment per equivalent benefit unit (EBU) in year one of the forecast period, and 4) a five-year financial management program that will include the following:					0	3	12	0	15	$3,960
o Fire Rescue Assessment per ERU and a schedule of Fire Rescue Assessment rates by property class. Assessment will be designed initially with both Calls-For-Service and Availability Methodologies										
o Capital Improvements Program										
- Project listing by year										
- Optimum funding source by project by year										
o Borrowing Program										
- Borrowing required (by source) to fund CIP projects not funded by other sources to include short-term financing for short-lived assets such as rolling stock and long-term financing for long-lived assets such as fire										
- Timing of borrowing(s)/loan(s) to provide required borrowed funds										
- Annual debt service (principal and interest) of borrowings(s)/loan(s)										
o Revenue Sufficiency Analysis										
- Annual revenue projections including scenarios of funding mix between ad valorem tax and non-ad valorem assessment revenues										
- Annual Fire Rescue Assessment adjustment plan to provide sufficient revenues over the forecast period.										
o Sources and Uses of Funds Analysis										
o Funds Analysis										
- Spend down limits (minimum reserve requirements) by fund										
- Beginning and ending funds balances by fund by year										
b. Review preliminary output with consulting team.					0	2	2	2	6	$1,940
c. Make adjustments and re-run model.					0	1	2	0	3	$820
d. Prepare scenarios for interactive review session with City staff.					0	1	2	0	3	$820
e. Conduct a virtual interactive review session with City staff to review the preliminary results of the Fire Rescue Assessment calculations and the five-year projection of the sufficiency of revenues for the provision of Fire Rescue	1	2			0	2	2	0	4	$1,140
f. Make adjustments based upon input from City staff.					0	1	2	0	3	$820
g. Conduct a second virtual interactive review session with City staff to review the adjusted results of the Fire Rescue Assessment calculations and the five-year projection of the sufficiency of revenues for the provision of Fire Rescue Service and make any final adjustments.	1	2			1	1	1	1	4	$1,370
Total Task 2	**2**	**4**	**0**	**0**	**1**	**19**	**39**	**3**	**62**	**$17,430**

City of Oldsmar, FL *Fire Rescue Assessment Study - Phase 1* *ATTACHMENT A - Project Task Plan and Fee Estimate*	Meetings				Hours					
	Web		On-Site		Raftelis Consultants *					
	# of Meetings	Hrs.	# of Meetings	Hrs.	HT	SO	EV	MB	Total Hours	Fee
TASK 3: DOCUMENT AND PRESENT PRELIMINARY RESULTS TO THE CITY										
3.1 Review preliminary Fire Rescue Assessment Results with City Management and City Council										
a. Prepare a presentation of the preliminary Fire Rescue Assessment results and review with City staff.	1	1			1	3	4	1	9	$2,760
b. Present the preliminary Fire Rescue Assessment results to City Management and the City Council in an in-person workshop meeting.			1	4	0	8	0	0	8	$2,560
c. Make adjustments as required based upon input from City Management and the City Council.					0	1	2	0	3	$820
3.2 Prepare and present a report of the results of the Fire Rescue Assessment study.										
a. Prepare a Draft Report, including legal sufficiency opinion.					1	2	8	1	12	$3,440
b. Review the Draft Report with City staff.	1	1			0	1	1	0	2	$570
c. Prepare the Final Report.					0	1	1	0	2	$570
3.3 Additional Meetings As Requested	-To Be Determined and Billed at Hourly Rates and Expenses-									
Total Task 3	**2**	**2**	**1**	**4**	**2**	**16**	**16**	**2**	**36**	**$10,720**
TOTAL PROJECT - PHASE 1										
Total Hours and Fee	**5**	**7**	**1**	**4**	**4**	**36**	**57**	**5**	**102**	**$29,370**
Total Expenses										**$420**
Total Fees & Expenses										**$29,790**

*** Raftelis Consultants - Hourly Billing Rates**

HT - Henry Thomas - Project Director - Executive Vice President	**$400**			
SO - Shawn Ocasio - Project Manager - Senior Manager		**$320**		
EV - Erick van Malssen - Project Consultant - Senior Consultant			**$250**	
MB - Michael Burton - Technical Advisor - Executive Vice President				**$400**

Estimated Raftelis Travel Expenses:

	Total per Trip	Trips	Expenses
Estimated Rental Car Cost (Vehicle, Insurance, Fuel, Fees, etc.)	$370	1	$370
Estimated Tolls	$10	1	$10
Meals (2 Assumed) No. of People: 1 $/Person/Day: $40.00	$40	1	$40
Travel Expenses	$420.00		$420
Total Estimated Project Expenses			**$420**

City of Oldsmar, FL *Fire Rescue Assessment Study - Phase 2* *ATTACHMENT B - Project Task Plan and Fee Estimate*		Meetings				Hours					
		Web		On-Site		Raftelis Consultants *					
		# of Meetings	Hrs.	# of Meetings	Hrs.	HT	SO	EV	MB	Total Hours	Fee
TASK 1:	**INITIATE THE PROJECT**										
1.1	**Conduct virtual kick-off meeting.**	1	1			1	1	1	0	3	$970
1.2	**Prepare data request and review data and other background information.**					0	0	1	0	1	$250
Total Task 1		**1**	**1**	**0**	**0**	**1**	**1**	**2**	**0**	**4**	**$1,220**
TASK 2:	**UPDATE THE FIRE RESCUE ASSESSMENTS AND FIVE-YEAR FINANCIAL PLAN FOR THE PROVISION OF FIRE RESCUE SERVICE**										
2.1	**Receive and compile current data to update the Assessment Rates and Five-Year Financial Plan performed in Phase 1**										
a.	Collect, and review all necessary data for update of Phase 1 model					0	0	1	0	1	$250
b.	Compile all data for usable formats necessary for model update					0	0	1	0	1	$250
2.2	**Update five-year Fire Rescue financial plan and Fire Rescue Assessments.**										
a.	Update our Fire Assessment model with the data compiled in Task 2.1, run the model and produce updated output, including 1) allocation of costs to fire and EMS, 2) apportionment of fire costs to parcel benefit, service benefit and watch-standing benefit, 3) the Fire Rescue Assessment per equivalent benefit unit (EBU) in year one of the forecast period, and 4) a five-year financial management program that will include all components developed in Phase 1 Task 2.2					0	1	5	0	6	$1,570
b.	Review preliminary output with consulting team.					0	2	1	1	4	$1,290
c.	Make adjustments and re-run model.					0	1	1	0	2	$570
d.	Conduct a virtual interactive review session with City staff to review the updated results of the Fire Rescue Assessment calculations and the five-year projection of the sufficiency of revenues for the provision of Fire Rescue Service.	1	1			0	1	1	1	3	$970
e.	Make adjustments based upon input from City staff.					0	1	2	0	3	$820
g.	Prepare updated draft of the preliminary Fire Assessment Roll based upon the property data provided by the Pinellas County Property Appraiser					0	0	1	0	1	$250
2.3	**Review updated Fire Rescue Assessment Results with City Management and City Council**										
a.	Prepare a presentation of the updated Fire Rescue Assessment results and review with City staff.	1	1			1	2	2	1	6	$1,940
b.	Present the preliminary Fire Rescue Assessment results to City Management and the City Council in an in-person workshop meeting.			1	2	0	8	0	8	16	$5,760
c.	Make adjustments as required based upon input from City Management and the City Council.					0	1	2	0	3	$820
2.4	**Prepare and deliver report of the updated results of the Fire Rescue Assessment study.**										
a.	Update the Draft Report, including legal sufficiency opinion.					1	1	3	0	5	$1,470
b.	Adjust Draft Report based upon staff and legal input. Prepare and deliver Final Report.					0	1	1	0	2	$570
Total Task 2		**2**	**2**	**1**	**2**	**2**	**19**	**21**	**11**	**53**	**$16,530**
TASK 3:	**PROVIDE IMPLEMENTATION ASSISTANCE**										
3.1	**Assist in the preparation of an ordinance and resolution for adoption of the proposed Fire Rescue assessments**										
a.	Conduct a conference call with the City staff and City's Legal Counsel (including BMO) to discuss the ordinance and resolution and to provide the City's Legal Counsel with the required information and schedules of Fire Rescue Assessments for inclusion in the ordinance and resolution.	1	1			0	1	1	1	3	$970
b.	BMO to prepare draft ordinance and resolution					0	0	0	0	0	$0
c.	Review draft ordinance and resolution and prepare comments					0	1	1	1	3	$970
d.	Review comments regarding the draft ordinance and resolution via a conference call with City staff and BMO	1	1			0	1	1	1	3	$970
e.	BMO to prepare final ordinance and resolution					0	0	0	0	0	$0
f.	Review final ordinance and resolution					0	1	1	1	3	$970
3.2	**Assist in the preparation and mailing of required notices to property owners**										
a.	Conduct conference call with mailing vendor to understand scope and schedule of mailing needs	1	1			0	1	1	1	3	$970

City of Oldsmar, FL *Fire Rescue Assessment Study - Phase 2* *ATTACHMENT B - Project Task Plan and Fee Estimate*	Meetings				Hours					
	Web		On-Site		Raftelis Consultants *					
	# of Meetings	Hrs.	# of Meetings	Hrs.	HT	SO	EV	MB	Total Hours	Fee
b. Prepare assessment mailing database and deliver to vendor					0	1	3	0	4	$1,070
c. Review mailing samples and provide feedback for revisions					0	1	3	0	4	$1,070
d. Estimate for Mailing Vendor Costs	-Included Below in Total Vendor Estimates-									
3.3 Attend one public hearings for adoption of Fire Rescue assessments and one Town Hall meeting										
a. Prepare for the initial public meeting					0	2	2	1	5	$1,540
b. Attend public meeting for adoption of Ordinance & Resolution			1	2	0	8	0	0	8	$2,560
c. Prepare for Town Hall meeting					0	1	1	1	3	$970
d. Attend Town Hall meeting			1	2	0	8	0	8	16	$5,760
3.4 Prepare and Deliver Final Fire Assessment Roll to Pinellas County Property Appraiser										
a. Review Property Appraiser requirements for roll format					0	1	1	0	2	$570
b. Prepare and deliver roll in final format after final adoption	1	1			0	0	1	0	1	$250
3.5 Additional Meetings As Requested	-To Be Determined and Billed at Hourly Rates and Expenses-									
Total Task 3	**4**	**4**	**2**	**4**	**0**	**27**	**16**	**15**	**58**	**$18,640**
TOTAL PROJECT - PHASE 2										
Total Hours and Fee	**7**	**7**	**3**	**6**	**3**	**47**	**39**	**26**	**115**	**$36,390**
Total Expenses										**$1,849**
Total Mailing Vendor Cost Estimates										**$6,233**
Total Fees & Expenses										**$44,472**

*** Raftelis Consultants - Hourly Billing Rates**

HT - Henry Thomas - Project Director - Executive Vice President	**$400**			
SO - Shawn Ocasio - Project Manager - Senior Manager		**$320**		
EV - Erick van Malssen - Project Consultant - Senior Consultant			**$250**	
MB - Michael Burton - Technical Advisor - Executive Vice President				**$400**

Estimated Expenses:

						Total per Trip	Trips	Expenses
Estimated Rental Car Cost (Vehicle, Insurance, Fuel, Fees, etc.) - Shawn Ocasio	No. of People	2	$/mile:	$0.725	370	$370	3	$1,109
Estimated Tolls - Shawn Ocasio						$10	3	$30
Mileage - East Palatka to Oldsmar RT - Mike Burton	Distance Roundtrip:	324	$/mile:	$0.725		$235	2	$470
Meals	No. of People:	2	$/Person/Day:	$40.00		$80	3	$240
Total Estimated Project Expenses								**$1,849**

Mailing Vendor Expenses

					Cost
Vendor Costs per letter for processing	Number of Letters:	6300	$/letter:	$0.1756	$1,106
Processing Fee	Hours	5	$/hour:	$30.00	$150
Presort fee	Number of Letters:	6300	$/letter:	$0.01	$63
Postage (due at mailing)	Number of Letters:	6300	$/letter:	$0.780	$4,914
PDF proof of mailing charge	Charge	1	Charge	$213.00	$213
Total Estimated Mailing Vendor Expenses					**$6,233**

CITY OF BARTOW, FLORIDA
MASTER PROFESSIONAL CONSULTING SERVICES AGREEMENT

This ***Master Professional Consulting Services Agreement*** ("*Master Agreement*") is made between the City of Bartow, Florida, a Florida municipal corporation ("City") and the following professional consulting services vendor:

Vendor Name and Address:

Raftelis Financial Consultants, Inc.
341 North Maitland Avenue, Suite 300
Maitland, Florida 32751

("Vendor").

WHEREAS, the issued *City of Bartow Bid Package* ***RFQ No. CM2023-24-01*** ("RFQ") for the purpose of soliciting qualification statements from professional services firms interested in entering into a contract for engineer, design, professional consulting and other professional services with the City for various continuing contract matters and/or specifically named or identified projects described therein; and

WHEREAS, in compliance with the protocol prescribed by the Florida *Consultants' Competitive Negotiation Act* ("CCNA"), codified at § 287.055 of the Florida Statutes, Vendor was selected by the City's governing body as a qualified short-listed firm to perform the professional consulting services envisioned by the RFQ; and

WHEREAS, this *Master Agreement* is the result of the "Competitive Negotiation" phase of the CCNA protocol and is determined by the parties to be "fair, competitive and reasonable" for the City and its citizens; and

WHEREAS, the professional consulting services needs for the City to be performed by the Vendor are described more fully in the scope of work exhibit attached hereto as Exhibit 'A' ("*Master Agreement Scope of Work*"); and

WHEREAS, the City intends to fulfill its project needs by assigning task orders to the Vendor pursuant to the terms and conditions of this *Master Agreement*; and

WHEREAS, Vendor has agreed to provide professional consulting services to the City upon the terms and conditions as hereinafter set forth;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the exchange of which is both acknowledged and deemed sufficient by the parties as binding, and *subject always* to availability of funding as determined by the City's annual appropriations process specified in § 6.01 of the *Charter of the City of Bartow*, the City agrees to retain Vendor and Vendor agrees to perform professional consulting services for the City on a Task Order basis, and as described in the RFQ, upon the following terms and conditions:

ARTICLE I
INITIAL PROVISIONS

1.1 Incorporation of Recitals

The foregoing recitals are found factually true by the parties and are incorporated in this *Master Agreement* as if set forth herein in full.

1.2 Agreement Not Exclusive

Vendor acknowledges that this *Master Agreement* does not constitute an exclusive agreement with the City for the performance of professional consulting services and that the City has or may enter into multiple contracts with multiple vendors covering the same or similar continuing contract services or specific project-related services, depending on the circumstance, in compliance with the CCNA and applicable Florida law.

1.3 Time of the Essence in Completion of Work

(a) Vendor understands and acknowledges that **time is of the essence in completion** of all professional consulting services work assigned under this *Master Agreement* and the City may incur damages if such work is not completed on time. The Vendor shall at all times carry out its duties and responsibilities as expeditiously as possible, consistent with the level of professional skill and care required hereunder and in accordance with any design schedule agreed upon by the Vendor and the City, subject to such delays that are not the fault of the Vendor or anyone working on behalf of Vendor. Vendor represents that it is thoroughly familiar with and understands the requirements of the scope or work in this *Master Agreement* and is experienced in its practice areas within such practice areas or as related to the specific project identified herein, whichever may apply.

(b) Vendor shall achieve final completion of each Task Order issued pursuant to this *Master Agreement* and each assigned task therein within an agreed time period determined and agreed upon by both parties from the date appearing in the ***Notice To Proceed*** form for the envisioned project. Vendor agrees to begin each assigned task in conformity with the provisions set forth and to prosecute it with all due diligence so as to complete the entire envisioned work and project by the time limits set forth in the agreed time period. With respect to Task Orders that have deadlines, time will be of the essence unless stated otherwise in the individual Task Order.

(c) Unless otherwise specified in this Master Agreement or in a Task Order issued pursuant to this Master Agreement, when a period of time is specified, provided, or agreed upon and the period is stated in a number of days, the period shall mean calendar days, and the period shall be calculated by: (1) excluding the day of the event that triggers the period, (2) counting every day, including intermediate

Saturdays, Sundays and holidays observed by the City where City Hall is closed for business, and (3) including the last day of the period, but if the last day is a Saturday, Sunday, or holiday observed by the City where City Hall is closed for business, the period continues to run until the end of the next day that is not a Saturday, Sunday, or holiday observed by the City where City Hall is closed for business.

1.4 Vendor's Key Professionals

Vendor shall use the key professionals designated in Exhibit 'B' attached hereto and incorporated herein to manage all work assigned to it by City under this *Master Agreement*. Vendor shall not remove or replace anyone on its key professionals list during the term of this *Master Agreement*, except upon approval by the City in writing based upon good cause shown. Further, if anyone on the Vendor's key professionals list discontinues service for any reason whatsoever, Vendor shall promptly replace such person with an individual approved by the City, in writing, which approval will not be unreasonably withheld.

1.5 Vendor Preparation

(This Section is intentionally left blank as this Vendor does not perform any inspection of facilities.)

1.6 Coordination

(This Section is intentionally left blank as this Vendor does not perform any coordination.)

1.7 Cooperation

Vendor shall endeavor to develop implement and maintain, in consultation with the City and any other party involved in the subject of the Vendor's professional consulting services, a spirit of cooperation, collegiality, and open communication so that the goals and objectives of each are clearly understood, potential problems are resolved promptly and, upon completion, the City's need for professional services is deemed a success.

1.8 Correction of Errors and Omissions

Vendor shall, at no additional cost to the City, immediately make additions, changes and corrections to any documents prepared by Vendor necessitated by errors and omissions in the Vendor's performance of its professional consulting services.

1.9 Professional Standards

(a) Vendor shall perform its services in accordance with the generally accepted standards and practices customarily utilized by competent consulting services firms furnishing the similar types of services specified herein in this *Master Agreement*, or specified in a Task Order issued pursuant to this *Master Agreement*, in effect at

the time that Vendor's services are rendered.

1.10 Schedule of Work

This is a continuing contract for professional consulting services and it is envisioned by the parties that the City may assign tasks containing multiple units and sections as well as assign multiple Task Orders to Vendor to be performed at any given time during the term hereof. City, in its sole discretion, has the sole right to determine which task, unit, or section of work that Vendor shall execute and in what order. Authorization by the City, either in a Task Order or in a separate writing, shall cover in detail the scope and intent of the proposed services. The City's ability to coordinate tasks, units and sections of Work shall be in the general nature of that of a client obtaining professional services and Vendor shall at all times be responsible for, and in control of, the means and methods of Vendor's work.

1.11 No Equitable Increases in Costs or Price; No Damages For Delay By City

(a) Vendor shall not be entitled to an equitable increase in the contract price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Vendor agrees that extensions of the contract time, as may be agreed upon by the City, are the sole and exclusive remedy for events of delay.

(b) If Vendor submits a schedule or expresses an intention to complete tasks or work required by any required milestone or completion date, the City shall not be liable to Vendor for any costs incurred, lost profits, extended overhead, expenses, or other damages of any kind because of delay or hindrance, regardless of whether such delay or hindrance was caused by the City or its elected officials, officers, agents, or employees, should Vendor be unable to complete the work before such milestone or completion date as is described within the schedule.

ARTICLE II
BASIC SERVICES

2.1 Basic Professional Consulting services

Vendor shall provide the City with professional consulting services:

(a) in the various areas of Vendor's practice listed in the *Master Agreement Scope of Work* on a CCNA "continuing contract" basis, if designated therein; or

(b) related to specifically identified projects listed in the *Master Agreement Scope of*

Work, if such projects are designated therein; or

(c) both of the above, if designated in the *Master Agreement Scope of Work.*

2.2 Consultation Before Issuance of Task Order

Prior to the issuance of a Task Order, if the Vendor's *Master Agreement Scope of Work* may fulfill a City need for specific professional consulting services, the City may, at its option, consult with Vendor on the proposed scope of the task or series of tasks desired. At the City's request, Vendor shall generate, at no cost to the City, a detailed scoped document that, in addition to a full description of the task or series of tasks to be performed, shall include:

(a) a proposed cost for the Vendor's services and the manner or method for calculating the same;

(b) a proposed schedule to accomplish the task or series of tasks

(c) a list of proposed deliverables to be generated by the Vendor and given to the City; and

After review of the scoped document and the fee comparison analysis, the City may, in its sole discretion, engage Vendor and issue a Task Order for performance of part or all of the proposed scope or determine not to proceed with Vendor, the proposed scope or both. The City may also, in its sole discretion, negotiate with Vendor as to the proposed cost for performance of the Vendor's services. The exercise of the City's consultation rights in this paragraph shall not constitute a Task Order or form the basis for any expectation of future work assignments.

2.3 Task Order

When the City determines it has a need for the Vendor's professional consulting services under this *Master Agreement*, the City shall issue the Vendor a mutually agreeable written authorization to proceed ("Task Order") that provides a full description of the task or series of tasks to be performed.

2.4 Design Services

(This Section is intentionally left blank, as this Vendor does not perform any Design Services.)

2.5 Bidding Services

When instructed by Task Order to perform professional consulting services in the area of bidding services, unless specifically and unequivocally instructed differently in the Task Order, the Vendor shall:

(a) Assist the City in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services and, when authorized in the applicable Task Order, attend pre-bid conferences;

(b) Prepare any addenda with accompanying drawings or other material as required by the City and furnish a copy for each set of Contract Documents procured by prospective bidders at no more than the actual cost of reproduction;

(c) Consult with and advise the City as to (1) the selection of a qualified list of general or specialty contractors for the project or work described in the Task Order and (2) the acceptability of the prime contractor(s) for the project or work as well as subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) for those portions of the project or work where determination of such acceptability is required by the bidding documents;

2.6 Construction Phase Services

(This Section is intentionally left blank as this Vendor does not perform any Construction Phase Services.)

ARTICLE III
VENDOR COMPENSATION

3.1 Compensation, Generally

For the services described in each Task Order, the City agrees to pay, and the Vendor agrees to accept compensation in accordance with the compensation method and compensation terms provided for by the Task Order. For each proposed Task Order, a mutually acceptable fee shall be negotiated for completion of the services described in the Task Order after the scope of services has been defined, but before the Task Order is issued. In the event that a service is assigned to Vendor by the City and a specific fee is not established in the Task Order, Vendor shall bill the City for professional consulting services performed using the Vendor's hourly rate fee schedule for professional services and master fee schedule for field and lab services attached to this *Master Agreement* as Exhibit C. Notwithstanding anything herein, the City shall only be obligated to pay for those services that the Vendor can demonstrate are reasonable, provable, and within the scope of services of a properly executed Task Order.

3.2 Reimbursable Expenses

City agrees to reimburse Vendor for certain direct out-of-pocket expenses as listed below; these direct charges shall be submitted to the City on a timely basis at actual cost, verified by appropriate bills, invoices and other documents. Each claimed reimbursable expense shall not exceed One Thousand Dollars ($1,000.00) except when authorized in a Task Order or in an advance writing by the City. Other than the following charges, Vendor shall not be entitled to claim, nor shall Vendor receive, reimbursement for any of its expenses or out-of-pocket charges

incurred while performing services for the City pursuant to this *Master Agreement* and any Task Order issued pursuant thereto:

(a) *Travel and Subsistence*

Vendor shall be reimbursed for travel and subsistence in accordance with § 112.061, Florida Statutes (2023) for any Class A travel or Class B travel required by the terms of this *Master Agreement* or by Task Order. All travel and subsistence claims shall be determined based on travel time and distance from Vendor's closest local office to Bartow, Polk County, Florida. Notwithstanding anything in this *Master Agreement* to the contrary, Vendor shall not claim, and Vendor shall not be entitled to receive, any reimbursement for travel and subsistence claims for Class C travel, travel between any two of Vendor's offices, travel between any of Vendor's offices and any of Vendor's subcontractor's offices, or travel between any of Vendor's offices and Bartow, Polk County, Florida.

(b) *Printing and Reproduction*

The actual cost of reproduction of reports, plans and specifications except as otherwise provided for in or required by this *Master Agreement*.

(c) *Services of Others*

The actual cost of services for others when authorized by the City.

3.3 No Equitable Increases in Compensation

Notwithstanding anything appearing in this *Master Agreement*, in any Task Order issued pursuant to this *Master Agreement*, or in any form of agreement or contract executed between the City and a construction contractor, Vendor's compensation by the City shall not be equitably increased under any circumstance.

3.4 Amendments to Hourly Rate Schedule

During the term of this *Master Agreement*, Vendor's hourly rate schedule, attached to this *Master Agreement* as Exhibit C, may only be amended by mutual agreement of the Vendor and the City in writing.

ARTICLE IV
PAYMENTS TO VENDOR

4.1 Payments, Generally

City shall pay Vendor for services rendered in accordance with the terms and conditions of the *Local Government Prompt Payment Act*, Part VII, Chapter 218, Florida Statutes (the "Act").

As used in the Act, the term "interest" shall mean one percent (1%).

4.2 Withheld Payments

When the City has reasonable ground for belief, or information to believe, that (a) Vendor will be unable to perform the assigned services under any Task Order within the related time frame or (b) a meritorious claim exists against Vendor or the City arising out of Vendor's negligence or Vendor's breach of any provision of this *Master Agreement* or any Task Order, City may withhold a payment otherwise due and payable to Vendor. Any payment so withheld may be retained by the City for such period as it deems advisable to protect the City against any loss or deprivation that the City may incur. This provision is intended solely for the benefit of the City and no person shall have any right against the City, or its agents, employees or officials, by reason of the City's withholding of Payments. Interest no greater than one percent (1%) simple interest, per month shall only be payable by the City on amounts withheld under this provision if the City has acted without justification. This provision shall not be construed to limit or in any way prejudice any other right that may accrue to the City.

4.3 Payment at Termination

Upon the termination of this *Master Agreement*, Vendor shall prepare a final and complete statement for all services and reimbursable expenses incurred since the posting of the last statement to and through the date of termination.

4.4 Final Payment

The acceptance by Vendor, its successors, or assigns, of any final payment due upon termination of this *Master Agreement* or termination of any Task Order, shall constitute a full and complete release of the City from any and all claims or demands regarding further compensation for authorized services rendered prior to such final payment that Vendor, its successors, or assigns have or may have against the City under the provisions of this *Master Agreement* or Task Order, unless otherwise previously and properly filed pursuant to the provisions of this *Master Agreement* in a court of competent jurisdiction. This subsection does not affect any other portion of this *Master Agreement* that extends obligations of the parties beyond final payment.

4.5 Sales Tax

Under Florida law, City is exempt from sales taxes imposed upon professional services when City purchases such services directly. Vendor agrees to pay actual taxes imposed or assessed as a result of the provision of any services provided under this *Master Agreement* or any Task Order issued hereunder. City and Vendor agree that this subsection may be modified by a duly executed amendment in the event of future changes to Florida law that affect the parties, terms, or conditions of this *Master Agreement.*

4.6 Payment Disputes

In accordance with the Act, § 218.76(2), Florida Statutes, any dispute arising with respect to payment by the City pursuant to this *Master Agreement*, or any Task Order issued hereunder, shall not constitute a material breach of this *Master Agreement* but shall, instead, be subject to the dispute resolution procedure provided for by local law. In the absence of such procedure, a dispute shall be subject to mediation before any party may terminate this *Master Agreement* for cause, or institute litigation.

ARTICLE V
TERM OF AGREEMENT, SUSPENSION OF WORK AND TERMINATION

5.1 Term of Agreement

This *Master Agreement* shall be effective on the day it is executed by both parties ("Effective Date"). The initial term of this *Master Agreement* shall begin on its Effective Date and end on September 30 of the third full municipal fiscal year thereafter. Upon expiration of the initial term, or of any renewal term, this *Master Agreement* may be renewed for a new term of three (3) fiscal years by mutual agreement of the parties.

5.2 Suspension of Work

Work being performed under this *Master Agreement* may be suspended as follows:

(a) *By City*

By written notice to Vendor, City may suspend all or a portion of Vendor's work under this *Master Agreement*, including any Task Order issued hereunder, if unforeseen circumstances beyond the City's control make normal progress impracticable. If the suspension is greater than sixty (60) days, Vendor shall have the right to terminate this *Master Agreement* in accordance with Paragraph 5.3(c) below. The City's suspension of work hereunder shall be without prejudice to any other remedy of the City at law or equity.

(b) *By Vendor*

By written notice to the City, Vendor may suspend work under this *Master Agreement*, including any Task Order hereunder, if it reasonably determines that working conditions at a work site that are outside of its control are unsafe or in violation of applicable laws. If the suspension is greater than sixty (60) days, the City shall have the right to terminate this *Master Agreement* in accordance with Paragraph 5.3(c) below. The Vendor's suspension of work hereunder shall be without prejudice to any other remedy it may have at law or equity.

5.3 Termination of Agreement

(a) *By City*

This *Master Agreement* may be terminated by the City as follows:

(1) for its convenience on thirty (30) days' written notice to Vendor; or

(2) for cause, if Vendor or any entity utilized by Vendor to provide services under this *Master Agreement* materially breaches this *Master Agreement* through no fault of the City and Vendor neither cures such material breach nor makes reasonable progress toward cure within fifteen (15) days after City has given written notice of the alleged breach to Vendor.

(b) *By Vendor*

This *Master Agreement* may be terminated by Vendor as follows:

(1) for its convenience on ninety (90) days' written notice to City; or

(2) for cause, if the City materially breaches this *Master Agreement* through no fault of Vendor and the City neither cures such material breach nor makes reasonable progress toward cure within fifteen (15) days after Vendor has given written notice of the alleged breach to the City.

(c) *Termination After Suspension*

If work under this *Master Agreement* has been suspended under the provisions of Paragraph 5.2 for more than sixty (60) days in the aggregate, the party with a right of termination may, for its convenience and upon five (5) days' notice to the other party, terminate this *Master Agreement*.

ARTICLE VI
DOCUMENTS AND INSTRUMENTS OF SERVICE

6.1 Documents; Ownership and Reuse

All documents, including without limitation, drawings, test results, recommendations, technical specifications, and reports, whether in hard copy or electronic form, which are prepared by Vendor solely as a result of or for the purposes of this *Master Agreement*, shall become the property of the City when Vendor has been fully compensated for its services under each Task Order. The City's alteration of Vendor's work product or its use for any other purpose shall be at the City's own risk and the City shall hold harmless and indemnify, in an amount not to exceed the monetary limits of Florida's waiver of sovereign immunity announced in § 768.28(5), Florida Statutes (2023) in total regardless of the theory or cause of action, against all losses, damages,

costs and expenses, including attorneys' fees, that may arise out of or relate directly to any such alteration or unauthorized use. Nothing contained herein or in any task order shall be deemed a transfer, assignment or divestiture by Vendor of its trade secrets, know-how or intellectual property.

6.2 Electronic Documents

As an accommodation to the City, Vendor shall make copies of its work product documents available in standardized electronic computer-readable media. These documents will duplicate the original documents provided as work product pursuant to Task Orders. During the performance of work under this *Master Agreement* Vendor will maintain an official copy of each of its work product documents in electronic form, which shall serve as the official archived electronic record. Upon receipt of final payment, Vendor shall transfer to the City all of its official archived electronic records. Vendor may keep and use a copy of the City's official archived electronic records for its own purposes.

ARTICLE VII
INDEMNIFICATION

7.1 Vendor's Indemnification

To the fullest extent permitted by law, and in consideration of the amount stated on any Task Order, Vendor shall indemnify and hold harmless the City and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of this *Master Agreement* and in each Task Order issued hereunder.

Without limiting the generality of the foregoing, the City and the Vendor agree that, as used in this indemnification:

(a) the phrase "liabilities, damages, losses, and costs" shall include by way of explanation and not of limitation: (1) charges or expenses for professional services inclusive of the professional services of others; (2) any and all charges or expenses incurred in court and dispute resolution proceedings including the charges and expenses of mediators; (3) any and all monetary, tangible and real liabilities, judgments, required payments and voluntary settlement payments for bodily injuries, sickness, disease, death, and injury to or destruction of tangible property including the loss of use resulting therefrom; and (4) any and all monetary, tangible and real liabilities, damages, losses and costs incurred, received, or sustained by any person or persons during any operations under this *Master Agreement*, any Task Order issued hereunder, and any project, task or work performed hereunder;

(b) the phrase "reasonable attorneys' fees" shall include by way of explanation and not of limitation any and all fees, charges, and expenses for the professional services

of attorneys and their offices in any and all pre-suit, trial, appellate and bankruptcy proceedings or otherwise; and

(c) the phrase "negligence, recklessness, or intentionally wrongful conduct" shall include by way of explanation and not of limitation the negligent, reckless, or intentional violation of any applicable federal, state, county, or local law, by-law, statute, ordinance or regulation and the negligent, reckless, or intentional acts or omissions of the Vendor, any person or organization directly employed by Vendor, and anyone for whose acts any of them may be liable, during the performance of any services as may be described or provided in this *Master Agreement*, any Task Order issued hereunder, or in any project, task or work performed hereunder.

In any and all claims against the City, or any of its officers and employees, by any person employed or utilized by the Vendor in the performance of this *Master Agreement* or in the performance of any Task Order issued hereunder, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor or any other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Vendor or any other person or organization.

The City and the Vendor agree that to the extent the written terms of this indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08, Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes, to contain any limited conditions or limitations of liability, and to not contain any unenforceable or prohibited term or terms, such that this indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

7.2 Guarantee Against Infringement

The Vendor guarantees that all services provided under this *Master Agreement* shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this *Master Agreement*, Vendor shall indemnify, hold harmless, and defend the City, its elected officials, officers, directors, employees, agents, assigns, and servants from and against liability and liabilities, including expenses, costs, and legal fees (including but not limited to attorneys' fees at pre-suit, trial, appellate, and bankruptcy proceedings or otherwise), for actual or alleged infringement of any patent, copyright, and trademark by Vendor resulting from the use of any goods, services, or other item provided to the City under this *Master Agreement*, and of which Vendor is not the patentee, assignee, licensee, or lawfully entitled to sell same. In addition, the Vendor shall indemnify, hold harmless, and defend the City, its elected officials, officers, directors, employees, agents, assigns, and servants, from any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system. Notwithstanding the foregoing, Vendor may elect to provide non-infringing services at its expense.

The foregoing shall not apply to information provided by the City, nor shall it apply in the event the City uses any goods, services or items provided under this *Master Agreement* for any purpose other than that for which the Vendor created it.

7.3 Payment of Claims

In the event of any liabilities, damages, losses, costs, expenditures, fines or fees which fall within the indemnities set forth above in paragraphs 7.1 and 7.2 of this *Master Agreement*, payment of any amount due pursuant thereto shall, after receipt of written notice by Vendor from the City that such amount is due, be made by Vendor prior to the City being required to pay same, Vendor shall promptly reimburse the City for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the day of the City's payment. To the extent considered necessary by the City, any sums due to Vendor under this *Master Agreement* and any Task Order issued hereunder may be retained by City until all of the City's claims for indemnification pursuant to this *Master Agreement* have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the City.

7.4 Consideration for Indemnifications

(a) Vendor acknowledges that the consideration provided to it by the City, in the form of the amount stated on a Task Order, or payable pursuant to a Task Order, or payable under this *Master Agreement*, is sufficient for all contractual indemnifications given by it to the City in this Article VII.

(b) To the extent a monetary limitation on indemnification in connection with a project or work on real property owned by the City is required to be stated by the parties in this *Master Agreement* or in a relevant Task Order under Florida laws and statutes, and in particular Sections 725.06 and 725.08, Florida Statutes, and only in the event of such circumstances and to such extent, the parties agree that the applicable monetary limitation shall bear a reasonable commercial relationship to the project or work and be:

(1) for services provided that are for a City project or work valued at less than $1 million at the time of service, not less than the statutory amount of $1 million per occurrence; and

(2) for services provided that are for a City project or work valued at greater than $1 million at the time of service, not less than the value of the project or work per occurrence.

ARTICLE VIII
INSURANCE

8.1 Insurance, Generally

Vendor shall purchase, maintain, and keep in full force, effect, and good standing, policies

of insurance with general lines insurance carriers licensed to do business in the State of Florida rated B+ or better by A.M. Best, and any other insurance necessary, to fully protect it from claims of the nature that are detailed below, that may arise out of, or result from, its operations, performance, or services, or all of these things, or any of these things in combination, whether such operations, performance or services are by Vendor, any of its officers, employees, agents or subcontractors, or anyone for whose act or acts it may be liable:

(a) Claims under Workers Compensation, disability benefit, or other (similar) employee benefit acts; and

(d) Claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees; and

(e) Claims for damages for personal injury; and

(f) Claims for damages because of injury to or destruction of tangible property, including the loss of property use resulting therefrom.

8.2 Limits of Liability and Specific Requirements

The insurance required by this *Master Agreement* shall be written for not less than the limits of liability specified below, or required by law, ***whichever is greater***, and shall include contractual liability insurance as applicable to Vendor's obligation under Paragraph 8.1, above.

(a) *Worker's Compensation*

Coverage is to apply for all employees for statutory limits in compliance with applicable state and federal laws. The policy must include Employers' Liability with a limit of not less than $500,000 each accident, not less than $500,000 each employee, and not less than $500,000 policy limit for disease.

(b) *Commercial General Liability*

Vendor shall maintain commercial general liability ("CGL") insurance with a limit of not less than $500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the location or project in the amount of not less than $1,000,000. Products and completed operations aggregate shall be in the amount of not less than $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. Fire damage liability shall be included at not less than $100,000.

(c) *Commercial Automobile Liability Insurance*

Vendor shall maintain automobile liability insurance with a limit of not less than $1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (included owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

(d) *Errors and Omissions*

Vendor shall also purchase, maintain, and keep in full force, effect, and good standing, a professional liability/errors and omissions insurance policy having minimum limits of not less than $1,000,000, with a $500,000 self-insured retention or, Vendor shall provide the City with policy coverage wherein the insurer agrees to pay claims (up to the limits of coverage) and will thereafter recover the self-insured retention from the insured. The errors and omissions policy shall be in effect and shall insure Vendor's performance on City projects in accordance with the terms thereof. The coverage must respond to all claims reported within four (4) years following the period in which coverage is required.

8.3 Insurance Administration

Vendor shall file insurance certificates with the City, evidencing all insurance coverages referred to in this Article, at least ten (10) calendar days after the Effective Date of this *Master Agreement*. The certificates shall be fully acceptable to the City in both form and content, and shall provide and specify that the related insurance coverage shall not be canceled or changed without at least thirty (30) calendar days prior written notice having been given to the City. Vendor further agrees that no material modification or reduction shall be made to any insurance policy coverage referred to in this *Master Agreement*, unless Vendor gives written notice to the City within seven (7) calendar days of Vendor having been given notice by the insurer of such material modification or reduction. "Material modification" shall mean but not be limited to, reduction in the limit of liability by endorsement to the policy during the policy period, change and types of claims payable, or any other change that significantly reduces the coverage originally provided in the policy's terms. Vendor shall have thirty (30) calendar days following any such modification to file a revised insurance certificate with the City demonstrating that the particular coverage has either been reinstated, or has been provided through one or more other insurers that are acceptable to the City. Failure of Vendor to obtain the City's approval, or to satisfy the City with respect to the form and content of Vendor insurance certificates, shall be grounds for termination of the *Master Agreement* as specified in Paragraph 5.3(a)(2). It is also understood and agreed that it is Vendor's sole burden and responsibility to coordinate activities between itself, the City, and its insurers so that certificates are acceptable to and accepted by the City within the time limits described herein.

8.4 City to be Additional Insured; Vendor to be Primary Insured

The City shall be listed as an additional insured on all insurance coverage required by this *Master Agreement*, except worker's compensation and professional liability/errors and omissions

insurance. Furthermore, all other insurance policies pertaining to the services to be performed under this *Master Agreement* and any Task Order issued hereunder shall memorialize that the insurance provided by Vendor, Vendor's subcontractors, or all of these entities ("primary insureds") shall apply on a primary basis, and that any other insurance maintained by the City shall be in excess of and shall not contribute to or be commingled with the primary insureds' insurance.

8.5 Insurance to be Without Recourse

Vendor shall ensure that any company issuing insurance to cover the requirements contained in this *Master Agreement* agrees that they shall have no recourse against the City for payment or assessments in any form on any policy of insurance. All required insurance policies shall preclude any insurer's rights of recovery or subrogation against the City with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above-described insurance. Violation of the terms of this paragraph and its subparts shall constitute a breach of this *Master Agreement*, and the City, at its sole discretion, may cancel the *Master Agreement* and all rights, title and interest of the Vendor shall thereupon cease and terminate.

8.6 City's Right to Require Additional Insurance

(This Section is intentionally left blank by mutual agreement of the Parties.)

8.7 Insurance Required Before Commencement of Activity

Vendor shall not commence performance of duties under this *Master Agreement* or any Task Order issued hereunder until it has obtained all insurance coverages required under this Article and all certificates of insurance have been approved by the City. Further, Vendor shall not allow any of its subcontractors to commence performance of duties under any contract or agreement with the City until all similar such insurance coverages and certificates of insurance required have been obtained and approved.

8.8 City's Right of Inspection

Vendor shall, upon thirty (30) days written request from the City, deliver copies to the City of any or all insurance policies that are required in this *Master Agreement*; ***provided however*** that Vendor shall be entitled to redact all confidential information on copies of all such policies of insurance that are delivered to the City, other than appropriate and relevant coverage information, policy limits, policy deductibles, insurance exclusions and information related thereto.

ARTICLE IX
MUNICIPAL PROVISIONS

9.1 Sovereign Immunity

City is a sovereign Florida municipal government. Nothing contained in this *Master*

Agreement, nor any City indemnification made herein if any such indemnification exists, is intended or shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed, the parties agree that the total liability of the City to Vendor shall not exceed the agreed-upon price established in each Task Order issued hereunder. For all other matters, the parties agree that the total liability of the City to Vendor shall not exceed the City's limits of liability as set forth in § 768.28(5), Florida Statutes (2023), regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.

9.2 Audit Rights

The City reserves the right to audit the records of Vendor related to compensation issues associated with an authorized Task Order at any time during the execution of the Task Order and for a period of one (1) year after final payment is made. Failure of Vendor to maintain sufficient auditable records will authorize the City to determine, at its sole and conclusive discretion, the time and cost expended from information maintained by Vendor relevant to the Task Orders, work and projects performed pursuant to this *Master Agreement*.

9.3 Public Records

Pursuant to Florida law, § 119.0701, Florida Statutes, Vendor must comply with Florida's public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services herein.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City agency in a format that is compatible with the City's information technology systems.

Notice Required by F.S. § 119.0701:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-534-0100, JPOOLE.CLERKS@CITYOFBARTOW.NET, 450 N. WILSON AVE., BARTOW, FL 33830.

ARTICLE X
GENERAL PROVISIONS

10.1 No Assignment

This *Master Agreement* is binding on the heirs, successors, and assigns of the parties hereto. This *Master Agreement* may not be assigned by Vendor or the City without prior, written consent of the other. Vendor shall not sublet, assign, or transfer any work under this *Master Agreement* without prior written consent of the City.

10.2 No Benefit for Third Parties

The services to be performed by Vendor under this *Master Agreement* are intended solely for the benefit of the City, and no benefit is conferred on, nor is any contractual relationship established with any person or entity not a party to this *Master Agreement*.

10.3 Compliance with Applicable Laws; New Regulations; Ethical Warranty

(a) Vendor agrees to comply with all applicable federal, state, and local laws or ordinances applicable to all of the provisions of this *Master Agreement* and all Task Orders issued hereunder.

(b) Vendor agrees that at such time as the applicable local, state, or federal agencies modify their grant procedures in order for the City or Vendor to qualify for local, state or federal funding for the services to be rendered by Vendor hereunder, then vendor shall consent to and make such modifications or amendments in a timely manner. If Vendor is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for services to be rendered herein, then the City shall have the right, by written notice to Vendor, to terminate this *Master Agreement* for convenience.

(c) Vendor represents and warrants unto the City that no officer, employee, or agent of the City has any interest, either directly or indirectly, in the business of Vendor to be conducted hereunder. Vendor further represents and warrants unto the City that it has not employed or retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this *Master Agreement*, or any Task Order issued hereunder and that it has not paid, or agreed to pay, or given or offered any fee, commission, percentage, gift, loan, or anything of value to any person, company, corporation, individual, or firm, other than a bona fide employee

working solely for Vendor, in consideration for or contingent upon, or resulting from the award or making of this *Master Agreement*. Further, Vendor also acknowledges that it has not agreed, as an expressed or implied condition for obtaining this *Master Agreement*, to employ or retain the services of any person, company, individual or firm in connection with carrying out this *Master Agreement*. It is absolutely understood and agreed by Vendor that, for the breach or violation of this representation and warranty, the City shall have the right to terminate this *Master Agreement* without liability and at its sole discretion, and to deduct from any amounts owed, or to otherwise recover, the full amount of any percentage, gift, loan, or anything of value paid by Vendor. Vendor shall also require, by contract, that all of its subcontractors shall comply with the provisions of this representation and warranty.

10.4 Severability and Substitution

If any part of this *Master Agreement*, or any Task Order issued hereunder, is found unenforceable under applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, and a similar, valid and enforceable provision of like effect and intent shall be inserted in its place as far as is practicable. If the unenforceable part of this *Master Agreement* or Task Order cannot be remedied by substitution, it shall be excised and the remainder of the *Master Agreement* or Task Order shall be in full force and effect as if adopted in its absence. To this extent, the parties declare this *Master Agreement* and all subordinate Task Orders to be severable.

10.5 Venue

(a) This *Master Agreement* and all Task Orders issued hereunder are made and entered into in the City of Bartow, County of Polk, State of Florida. Each of the parties hereto hereby irrevocably agrees that venue for any suit, action or other legal proceeding against any of them arising with respect to this *Master Agreement* or Task Order issued hereunder shall lie exclusively in the state court system situated in Polk County, State of Florida, consisting currently at the time of execution of this *Master Agreement* of the County Court in and for Polk County, Florida and the Circuit Court for the Tenth Judicial Circuit in and for Polk County, Florida.

(b) Each of the parties hereto hereby irrevocably agrees that venue for any suit, action or other legal proceeding against any of them arising with respect to this *Master Agreement* or Task Order issued hereunder shall not lie in any federal court, regardless of diversity of citizenship, amount in controversy or basis of question.

(c) Each of the parties hereto hereby irrevocably agrees to waive any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the courts referred to in Paragraph 10.5(a) or to service of any writ, summons or other legal process in accordance with applicable law.

10.6 Attorneys' Fees

In the event either party commences legal proceedings against the other, then the prevailing party shall, in addition to any other recovery, be entitled to recover its reasonable attorneys' fees and all other costs of such proceedings, both trial and appellate.

10.7 Subordination of Task Orders

The provisions of this *Master Agreement* are superior to any provision set forth in a subsequent Task Order entered into pursuant to the terms of this *Master Agreement*. In the event of any discrepancy between the language of this *Master Agreement* and any subsequent Task Order, the provisions of such Task Order are subject to and subordinate to the provisions of this *Master Agreement* and the language of this *Master Agreement* shall prevail.

10.8 Governing Law; Merger; Amendments

(a) The validity, interpretation, construction and effect of this *Master Agreement* shall be in accordance with and governed by the laws of the State of Florida only.

(b) This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

(c) No alteration, change, or modification of the terms of this *Master Agreement* shall be valid unless made in writing and signed by both parties hereto.

10.9 Headings

The headings or titles of the paragraphs of this *Master Agreement* are for purposes of convenience only and shall not be utilized for purposes of interpretation of any of the provisions of this *Master Agreement*.

10.10 Remedies

All remedies provided in this *Master Agreement* shall be deemed cumulative and additional, and not in lieu of or exclusive of each other or of any other remedy available to either party, at law or in equity. No delay or omission to exercise any City right or City power accruing upon any event of default shall impair any City right or City power nor shall it be construed to be a waiver of any event of default or acquiescence in it, and every City right and City power may be exercised from time to time as often as may be deemed expedient.

10.11 Public Entity Crimes

Any person or affiliate, as defined in § 287.133, Florida Statutes, shall not be allowed to contract with the City, nor be allowed to enter into a subcontract for work on this *Master Agreement*, if such person or affiliate has been convicted of a public entity crime within three (3) years of the date this *Master Agreement* was advertised for proposals, or if such person or affiliate was listed on the State of Florida's convicted vendor list within three (3) years of the date this *Master Agreement* was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency, federal, state or local, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any agreement with the City obtained in violation of this Paragraph shall be subject to termination for cause. A subcontractor who obtains a subcontract in violation of this Paragraph shall be removed from all work and promptly replaced by a subcontractor acceptable to the City.

10.12 Licenses

Vendor shall, during the life of this *Master Agreement*, procure and keep in full force, effect and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state and federal law in order for Vendor to render professional consulting services to the City. Vendor shall require all of its subcontractors to comply by contract with the provisions of this Paragraph.

10.13 Mutual Waiver of Claim

Vendor and the City hereby mutually waive any claim against each other, their elected or appointed officials, agents, and employees, for any loss of anticipated profits caused by any suit or proceedings brought by any third party directly or indirectly attacking the validity of this *Master Agreement* or any part thereof, or by any judgment or award in any suit or proceeding declaring this *Master Agreement* null, void, or voidable, or delaying the same, or any part thereof, from being carried out.

10.14 Notices

All notices, demands, requests, consents, approvals, and other communications (collectively, "Notices"), required or permitted to be given hereunder shall be in writing and sent by electronic mail and by either: (a) registered or certified mail, postage prepaid, return receipt requested; or, (b) special delivery service (e.g., Federal Express, DHL, UPS); addressed to the party to be so notified as follows:

City:

Mike Herr
City Manager
City of Bartow, Fla.
450 N. Wilson Ave.
Bartow, Florida 33830
Email: mherr@cityofbartow.net

With a copy to:

Sean R. Parker, Esq.
City Attorney, City of Bartow, Fla.
Boswell & Dunlap LLP
245 South Central Avenue
Bartow, Florida 33830
Email: srp@bosdun.com

Vendor:

At the address specified on Page 1 hereof

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notices, or that the address or for the delivery of such notices has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person or delivered to the previously-designated address shall be effective.

10.15 Authorization

The persons executing this *Master Agreement* on behalf of the parties hereto represent and warrant that the parties have all legal authority and authorization necessary to enter into this *Agreement*, and that such persons have been duly authorized to execute this *Master Agreement* on their behalf.

10.16 Scrutinized Companies

Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars ($1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. Vendor certifies that it does not and did not at any time since the submission of a response to the initial solicitation resulting in this *Master Agreement* participate in a boycott of Israel; that it is not on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and that it does not engage in business operations in Cuba or Syria. Vendor understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the City may terminate this *Master Agreement* and any Task Order(s) issued hereunder, at the City's option if the Vendor is found to

have submitted a false certification.

10.17 E-Verify

Vendor is obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes and to register with and use the E-Verify system to verify the work authorization status of all new employees of the Vendor and any subcontractor hired by the Vendor. If the Vendor enters into a contract with a subcontractor, the subcontractor must provide the Vendor with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this *Master Agreement* and any Task Order(s) issued hereunder. 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 of competent jurisdiction no later than 20 calendar days after the date of termination. If this *Master Agreement* is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public contract for a period of 1 year after the date of termination.

10.18 No Consideration of Social, Political, or Ideological Interests

Vendor acknowledges receipt of notice from the City of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. Vendor affirms and agrees that the City did not request any documentation about, or give any consideration to, the Contractor's social, political, or ideological interests in the award process for this *Master Agreement*.

10.19 Contracting with Foreign Entities

Vendor certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, Vendor certifies that no government of a Foreign Country of Concern has a "controlling interest" in Vendor as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the Vendor organized under the laws of a Foreign Country of Concern, nor does the Vendor have its principal place of business located in a Foreign Country of Concern. If the Vendor is permitted access to the personal identifying information of any individual as part of its work under this *Master Agreement* or any Task Order issued hereunder, Vendor agrees to notify the City in advance of any contemplated transaction that would cause Vendor to be disqualified from such access under Section 287.138 of the Florida Statutes. Vendor agrees to furnish the City with an affidavit signed by an officer or representative of the Vendor under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

Vendor
Raftelis Financial Consultants, Inc.

Executed this 29th day of April, 2024

By: _____
Name:
Title:

City of Bartow, Florida:

Executed this 30th day of April, 2024

By: _____
Name: Mike Herr
Title: City Manager

EXHIBIT 'A'
MASTER AGREEMENT SCOPE OF WORK

This is a continuing contract pursuant to F.S. § 287.055 for the performance of consulting services. Pursuant to the terms of the RFQ, a copy of the Vendor's qualifications statement considered by the City is attached hereto and incorporated herein in this Exhibit 'A' as part of the description of retained services under this continuing contract. Services under this continuing contract shall principally be in the following disciplines:

Utility and Local Government Consulting Services

Note: Amendments to this Scope of Work Exhibit may only be made in accordance with Section 287.055, Florida Statutes, and the terms and conditions of RFQ No. CM2023-24-01.

*** END OF SCOPE OF WORK EXHIBIT ***

EXHIBIT 'B'
KEY PROFESSIONALS

For purposes of this agreement, key professionals are identified on the Vendor's qualifications statement considered by the City for *RFQ No. CM2023-24-01*, a copy of which is incorporated herein by reference. Those professionals include:

Henry Thomas, Project Director
Joe Williams, Project Manager/Utility Rates and Finance
Mike Burton, Project Manager/General Government
Shawn Ocasio, Staff Consultant – Stormwater
Mark Tuma, Staff Consultant – Water/Wastewater
Trevor McCarthy, CGFM, Staff Consultant – Sold Waste
Dianne Holloway, Staff Consultant
Tristen Townsend, Staff Consultant

*** END OF KEY PROFESSIONALS EXHIBIT ***

EXHIBIT 'C'
VENDOR'S HOURLY RATE SCHEDULE

For purposes of this agreement, the Vendor's Standard Hourly Billing Rates schedule is attached and incorporated herein by reference.

*** END OF VENDOR'S HOURLY RATE EXHIBIT ***

EXHIBIT C

Raftelis' 2024 Standard Hourly Billing Rates

Position	Hourly Billing Rate*
Chair/Chair Emeritus	$500
Chief Executive Officer/President	$450
Executive Vice President	$400
Vice President	$360
Senior Manager	$320
Recruiter	$295
Principal/Senior Advisor	$295
Manager	$285
Senior Consultant	$250
Executive Coach	$250
Consultant	$220
Creative Director	$220
Associate Consultant	$185
Graphic Designer	$160
Analyst	$135
Administration	$100

* These rates will be in effect for calendar year 2024 and will then increase annually by 3% unless specified otherwise by contract.

** For services related to the preparation for and participation in deposition and trial/hearing, the standard billing rates listed above will be increased by an amount up to 50%.

CITY OF OLDSMAR
CITY COUNCIL
AGENDA ITEM
COVER MEMO

TO: Felicia Donnelly, City Manager

FROM: Johna Jahn, Director of Public Utilities

DATE: June 16, 2026

AIR #: AIR-3934

SUBJECT: Consider approval of the purchases for the repair, replacement or supply of utility plant equipment from EMMI Electrical and Mechanical Maintenance Inc per the same pricing, terms, and conditions of the City of Ormond Beach Contract #RFP 2025-40 (PB26-035)

BACKGROUND
The work covered by the contract will include repair services for pumps located in the Lift Stations, the Water Reclamation Facility, and the Reverse Osmosis Water Treatment Plant.

This contract will assist Public Works staff in reacting to emergencies quickly, which oftentimes affects the health and safety of the public. The estimate for this work is likely to exceed $25,000; funding is available in the FY 25/26 budget for necessary expenses. Individual work orders exceeding $25,000 will be presented to Council for approval.

STRATEGIC GOAL
Quality of Place (Infrastructure, Transportation, Parks and Recreation)

BUDGETARY IMPACT
The work will be charged to one of the following budget line items depending on pump and type of work completed:

Maintenance Pump Stations	GL #401-141-536-30-46-22
Lift Station Rehab	GL #401-141-536-60-63-41
Maintenance of WRF	GL #401-144-535-30-46-21
Maintenance of ROWTP	GL #401-148-533-30-46-21

COMMUNITY ENGAGEMENT
Consult

RECOMMENDED MOTION
Approve purchases for the repair, replacement or supply of utility plant equipment from EMMI Electrical and Mechanical Maintenance Inc per the same pricing, terms, and conditions of the City of Ormond Beach Contract #RFP 2025-40 (PB26-035).

ATTACHMENTS
26-35PB VAPB-EMMI - signed (PDF)
Electrical Mechanical Maintenance Inc - Executed Contract 11-26-25 (PDF)
Ormond Beach 11-04-2025 Action Report (PDF)
RFP 2025-40 signed tabulation (PDF)

Vendor Authorization to Piggyback 26-35PB

Originating Entity:	City of Ormond Beach	
Originating Bid/RFP #:	RFP 2025-40	
Bid/RFP Title:	**Utilities Motor and Pump Repair Services**	
Award Date:	11/4/2025	
Initial Contract Period:	11/4/2025 – 11/3/2028	
Available Extensions:	Will be automatically renewed for two additional one-year periods.	
Pricing:	Per contract with Ormond Beach.	
Vendor Name:	Electrical and Mechanical Maintenance, Inc.	
Vendor Address:	6115 31st Street East, Bradenton FL 34203	
Vendor Contact:	Name: JOHN MADER	Phone: 941-351-5858
Vendor Contact Email:	JMADER@ELECTRICAL-MECHANICAL.COM	
Ordering Info:	Contact vendor for estimate based on contract rates.	

The vendor named above agrees to offer the City of Oldsmar the same pricing, terms and conditions contained within the above referenced Bid/RFP.

A City of Oldsmar purchase order shall be issued **PRIOR** to the vendor providing goods and/or beginning work.

It shall be the vendor's responsibility to inform the requestor whether or not the work being requested by the City of Oldsmar falls within the scope of work contained within the above referenced Bid/RFP.

JOHN MADER
Authorized Representative Name (Print)

Authorized Representative Signature

C.O.O.
Title

05/19/2026
Date

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Electrical and Mechanical Maintenance, Inc.** ("Contractor"), 6115 31st Street East, Bradenton, FL 34203, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated September 10, 2025 ("RFP #2025-40 "Utilities Motor and Pump Repair Services") attached hereto as Exhibit "A" and the Proposal Pricing attached hereto as Exhibit "B" are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.

   A. **Authorization for Services.**
      1. Prior to authorization for professional services by Contractor:
         (a) City and Contractor shall develop a well-defined project description and complete understanding of the scope of services to be provided.
         (b) Contractor shall provide City with a detailed proposal that provides the total estimated cost for each phase of services based on the prices set forth on Exhibit "B". If the proposal is accepted by City, the City shall issue and execute a written Work Authorization to be signed by Contractor.
         (c) Based on the nature and cost of the services, City may obtain an independent estimate to evaluate the reasonableness of Contractor's estimate.
      2. Each Work Authorization shall contain:
         (a) The project description.
         (b) The scope of work. The scope of work shall be attached and incorporated into the Work Authorization. It shall describe the services to be performed for each phase of work, and state the percentage of the total scope assigned to each phase.
         (c) The dates for commencement and completion of work.

   The Work Authorizations will be issued under and shall incorporate the terms of this Agreement. City makes no covenant or promise as to the number of available projects or that Contractor will perform any project for City during the life of this Agreement. City reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by City to be in the best interest of City to do so.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall have an initial term of three (3) years. This Agreement will be automatically renewed for two (2) additional one-year periods unless either party provides at least ninety (90) days prior written notice of their intent not to renew.

3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on the attached exhibits. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.

4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".

5. **Termination of Agreement.**
   (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.

   (b) This Agreement may not be terminated by the Contractor.

6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach Joyce Shanahan, City Manager (copy to City Attorney) 22 South Beach Street Ormond Beach, FL 32174	**Electrical and Mechanical Maintenance, Inc.** Paul Rademaker, Vice President 6115 31st Street East Bradenton, FL 34203

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity,

regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions**. No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

13. **Severability**. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

15. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

17. **Contractor's Insurance**. The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole

discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

18. **Types of Insurance and Limits of Liability**

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

(a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

$100,000 Each Accident Bodily Injury by Accident
$100,000 Each Employee Bodily Injury by Disease
$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

a. Premises, Operations, Products and Completed Operations
b. Owners' & Contractors' Protective
c. Products & Completed Operation
d. Explosion, Collapse & Underground Conditions
e. Blanket Contractual Liability
f. Personal Injury Liability
g. Broad Form Property Damage Endorsement, including Completed Operations
h. Independent Contractors

i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
j. Pollution Liability (if applicable)
k. Asbestos Abatement (if applicable)
l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

$1 Million Each Occurrence
$2 Million General Aggregate
$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

(c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

$1 Million	Combined Single Limit for Bodily Injury and Property Damage

(d) Excess Liability

For contracts $250,000 or greater an Excess Liability Policy of at least but not limited to $1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed $25,000 per occurrence.

(e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include

coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of $1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

(a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

(b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

(c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

(d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

(e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.

22. **Compliance With Florida Public Records Law**. Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.
(b) Upon request from the City Clerk, 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT,

COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

(a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

(b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

(c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.

27. **Effective Date**. This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 4 day of November, 2025.

Witnesses:

Print Name: Taylor Cochert

Elizabeth Walden

Print Name: Elizabeth Walden

CITY OF ORMOND BEACH

By: _____
JASON LESLIE
Mayor

By: _____
JOYCE SHANAHAN
City Manager

DATED this 7 day of October, 2025.

Witnesses:

Maryrose Martin

Print Name: Maryrose Martin

Print Name: _____

ELECTRICAL AND MECHANICAL MAINTENANCE, INC.

By: _____

Print Name: Paul Rademaker

Title: VP- Business Development

Attest: _____

Print Name: Robin F Farmer JR.

Title: Service Manager

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EXHIBIT "A"

UTILITIES MOTOR AND PUMP REPAIR SERVICES

Electrical and Mechanical Maintenance Inc.

Paul Rademaker

6115 31st Street East

Bradenton, FL. 34203

941-915-5313

September 10, 2025

Table of Contents

Page 1 – Title Page
Page 2 – Table of Contents
Page 3 – Standard General Requirements
Page 4 – Transmittal Letter
Page 5 – Technical Qualifications of Firm
Page 6-7 – Technical Qualifications of Technical Team
Page 8 – References
Page 9 – Responsiveness
Page 10 – Pricing
Page 11 - Location

C. Standard General Requirements

Electrical & Mechanical Maintenance Inc. (EMMI)

6115 31st Street East
Bradenton, FL. 34203

Paul Rademaker – Vice President Business Development
941-915-5313

FEIN – 93-4787107

Our organization has been in business in Sarasota/Bradenton since 1983 under the banner Mader Electric. In February 2024, Mader Electric was sold to Electrical & Mechanical Maintenance Inc. (EMMI). Throughout our 38-year tenure, our company has firmly been established within the water/wastewater marketspace. EMMI is an ESOP company with a majority shareholder and over 30 employee shareholders.

Gary Deremer is our majority shareholder and CEO

John Miller is our VP - GM

Paul Rademaker is our VP – Business Development

Rob Farmer is our Service Manager

Leon LE is our inside salesman

These gentlemen represent the core of the largest shareholders of EMMI. The other shareholders have minimum shares within EMMI.

EMMI/Mader has never failed to complete work awarded to us nor defaulted on any contracts.

EMMI/Mader has never had any claims, arbitrations, administrative hearings or lawsuits brought by or against EMMI or Mader Electric during the last five (5) years; nor have we had any criminal proceedings or hearings concerning business related offenses in which the EMMI, its principals or officers or Mader Electric were defendants; EMMI, its principals, officers or Mader Electric have been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government entity.

D. Transmittal Letter

Electrical & Mechanical Maintenance Inc. (EMMI) is fully aware of our understanding of the work to be done. EMMI has been actively working within the municipal marketplace for 42 years. We have been the recipient of many motor/pump repair contracts over the years. Our company has devoted itself to providing excellent service both in our shop and in the field. Our first motor/pump contract we won was for Sarasota County Utilities back in 1991. From there it was a steady climb of winning contracts from Sarasota to City of Daytona Beach where we currently enjoy a piggyback contract with the city. EMMI understands that water and wastewater plants including lift stations and wells, are critical to the infrastructure of a city in keeping water/sewage flowing to residents and businesses. We therefore understand the importance of delivering fast turnarounds on repairs and field service work. Meeting deadlines ahead of schedule has always been a differentiator for EMMI. We are not considered to be among the "large" motor shops in Florida, who cater to the phosphate/power/industrial marketplace. For them, municipal business is simply a filler from what they make their money off. For EMMI and similar companies of our size and stature, we aggressively go after the municipal marketplace because we can best provide them with resources dedicated to their needs 24/7. We don't have to "squeeze" in their repairs in between servicing one of our large industrial customers. 95% of our business comes from the water/wastewater industry and we are proud of that distinguishing mark. As you will read further, EMMI has what I believe is the most talented work force in Florida, even among the "large" motor shops. I've been in this business for 42 years and I've never had a motor/pump shop with such experience and dedication in serving our customers. Our service manager has managed the largest motor shop in Florida and has 23 years of experience both in the shop and in the field. There is nothing he can't fix or find a cure for any field-related problems. That level of professionalism and wisdom has been passed through our entire company. That is what separates us from the rest of the field.

EMMI submits this bid as a firm and irrevocable offer for the engagement period.

Paul Rademaker – VP Business Development

Paul Rademaker

E. Technical Qualifications of Firm

EMMI is headquartered in Bradenton along with a facility that handles our lift station services in New Port Richey. We have just purchased $275,000.00 worth of motor shop equipment that will be installed in our new 20,000sf building in Jacksonville early next year. Our long-range plan is to open another motor shop somewhere in south Florida around the Miami area.

Currently, we have a 20,000sf facility in Bradenton that handles all our repairs and from where our field services emanate from. Our motor shop is fully air conditioned and can handle motor repairs up to 1500HP at 4160-volts. We have two 5-ton travelling bridge cranes to support the shop in moving heavy equipment around. We have 5 bench mechanics who disassemble and reassemble rotating equipment. We have two winders who provide all our winding needs for all HP and Voltages. We have a machinist who runs our machine shop and provides us with the necessary machining in-house to maintain quality and fast turnaround time. We have 3 teams of field service technicians all equipped with a service vehicle with auto cranes that handle all field-related work. Push/Pulls of rotating equipment, laser alignment of motors/pumps/blowers, controls including VFD/Soft Start troubleshooting and replacements, preventative and predictive maintenance. All field service technicians can work nights and weekends to satisfy the needs of our customers, especially those under contract.

EMMI does not rely on any subcontractors to handle the workload. We have a 17-ton crane that we own. However, sometimes we need to rent a larger crane to handle push/pulls in the field. Other than that, we are independently sufficient with in-house resources. Furthermore, EMMI handles Wells, both pulling well pumps and installing new as well as installing new drop pipes. We do not do drilling, for that we would need to subcontract that out. EMMI does repair turbine pumps in our shop. If we encounter a turbine pump too large for our lathe, we subcontract that out to our vendor. However, we haven't run into a pump coming out of a municipal facility that we couldn't handle in-house.

EMMI is very proficient at rebuilding all brands of Lift Station Pumps. We are equipped to rebuild Flygt and Sulzer Pumps with ease and very competitively. We are the Sulzer Pump rep for the industrial marketplace in Florida along with a slew of other manufacturers of motors and controls.

EMMI is an EASA Motor shop which allows us full access to their database of winding information and training videos/documentation. We subscribe to their published warranties on rewinds and reconditioning of motors/pumps/blowers/gearboxes.

Finally, EMMI is the exclusive rep for Artesis Predictive Maintenance Controllers. With our patented eMCM controller, we can accurately predict the failure of your rotating equipment (motor/pump/gearbox/blower/generator) six months ahead of a failure and with a 90% accuracy rating. We do this without the use of any sensors on the equipment, just by recording the volts and amps of the motor. We can see the electrical/mechanical/and process related faults of the rotating equipment. Vibration, winding insulation degradation, bearing issues, cavitation, etc. We can also show you where on the pump curve your pump is pumping without the need of pressure and flow meters. Allow us to show this cutting-edge technology to you.

F. Technical Qualifications of the Project Team

EMMI has a very talented team supporting our efforts. The company is run by our general manager John Miller. John has been in the motor repair world for 30+ years. John successfully ran Mader Motors in Ft. Myers and Tampa for 12+ years. His background is a motor winder and is one of the best and fastest winders in Florida. He leads a talented crew of shop/field/office workers, dedicated to providing our customers with the finest repair services in the business.

Paul Rademaker is our VP of Business Development. Paul has been in the motor/pump repair business for 42 years. There is nothing he hasn't seen or done throughout his journey. Paul was hired by Mader Electric back in 1989 and was a pivotal player in developing the upswing in business during his first 22 years of service there. Paul went on to open another successful motor/pump repair business for 10 years before coming back to Mader Electric/EMMI two years ago. Paul has successfully managed motor/pump contracts since winning his first contract for Mader with Sarasota County Utilities in 1991. Contracts are his primary priority and will be the City of Ormond Beach's liaison once the contract is ratified (positive thinking!).

Rob Farmer is our service manager and one of the most talented motor/pump technicians in North America. Rob has an excellent resume including years of service running Tampa Armature Works (TAW) for many years. Rob is extraordinary in troubleshooting and repairing rotating equipment in the field or in our shop. He is a certified crane operator, Level II vibration analyzer, certified welder, controls tech for VFD's/PLC's, and provides free training for our customers on lift station control panels, maintenance and repairs or rotating equipment. A tremendous resource to have at your disposal.

Leon Le is our inside salesman. Been in this business for over 25 years. There is no one more resourceful for finding parts and equipment than Leon. He has contacts in every aspect of motors/pumps/controls. He is very knowledgeable in drives and motors specifically. Leon is also very invested in our company as the second largest shareholder. He truly believes in our company and its future success.

Chuggy Lowery is our shop coordinator. She has been in this role for 8 years. Prior to that she ran one of Motion Industries facilities that was embedded inside Tropicana. Chuggy understands motor services and how to serve our customers with great communication skills. Chuggy will be the one coordinating your motor/pump repairs and communicating with you.

Eddie Whitehead is our shop foreman. He was recently promoted from our winding department to shop foreman. Eddie has many years' experience inside a motor shop and the transition to shop foreman has been smooth and beneficial. Eddie will work with Chuggy in coordinating repairs and communicating with the city.

The rest of the company is made up of dedicated employees who handle the many different aspects of running a motor/pump shop.
We have 5 bench mechanics, 2 winders, 1 machinist, 1 driver, 6 field service technicians, 1 service coordinator, 1 field service supervisor, and 1 accountant.
We would invite the city to take a shop tour of our facility should we be considered for this contract. Seeing and talking with our team would certainly provide a better picture and give greater comfort in who EMMI is.

G. References

Please see attached sheet embedded within the bid documents.

H. Responsiveness

EMMI has the ability to turn equipment around in a timely manner commensurate with the requirements of our clientele. We typically can receive a piece of rotating equipment and have it torn down and quoted to our customers within 3 days. We can rewind a motor and return it to our customer within 2 weeks of receiving the motor. We can recondition a motor and return it to our customer within one week of receiving the motor. If the motor is a rush, we can rewind and turn the motor around in 48 -72 hours depending on size and availability of parts. On a recondition, we can sometimes have the motor flipped in 24 hours or less.

On pumps/blowers/gearboxes, the lead times depend on the severity of the parts needed to complete the rebuilds. Most lift station pumps can be turned around in 1 -2 weeks under normal conditions. Rush jobs are obviously quicker. It's all a matter of communication and needs. We ask our customers not to cry wolf unless it is a true emergency. When it is, we go all out to accommodate. Since our shop handles just about all the work in house, we have complete autonomy to govern what jobs need to be bumped up in the rotation to satisfy our customers.

I. Pricing

Regarding how we price our work, we utilize the Vaughens National Price Guidebook. Most if not all motor shops subscribe to this service. It is an excellent tool for providing motor shops with accurate pricing on motor and pump rebuilding. This guide provides the shop with how many hours it should take to perform certain tasks on motor and pump rebuilding. It provides the average costs of labor and materials for the section of the country you are located in. It is where all motor shops estimate their cost vs. sell price.
Allow me at this time to digress a little bit.
I have been bidding on motor repair bids for 35 years. I thoroughly understand how the process works and why municipalities bid this work out. For years the pricing has dropped significantly to where motor shops are cheating their customers by lying to them about their rates just to win a bid. They will publish ridiculously low labor rates just to win a bid and then manipulate the hours they submit to compensate for their low rates. When I came back to Mader/EMMI several years ago, we made a promise to the industry to stop playing the games and start bidding rates that are in line with Vaughens. I'll bet anyone dollars to donuts that if I bid a 100HP motor rewind using my numbers (Vaughens) against a contractor who lowballs a bid to win it at low rates, our final price to the customer will be within a few percentage points of each other. We will invoice the right amount of hours along with the correct hourly rate (per Vaughens and enough to make a profit) and our competitor will invoice that same sell price but have hours that are double or triple our hours. It's a sham, and one that EMMI will never participate in. I encourage the city and every other municipality that bids on this work to carefully vet their vendors rates and question why some are so low. I've seen motor bids where the labor rates are lower than the minimum wage. That is called fraud, and no city should condone those actions by granting them an award.

Price sheet embedded in Bid Document.

J. Location

EMMI is located at 6115 31st Street East, Bradenton, FL 34203. All work for the city will be handled out of this location. All employees are working from this location except our field techs. Most field techs dispatch from their houses every morning and travel directly to the job site. These techs live in the Tampa area close to I-4.
As previously mentioned, EMMI is planning on opening a shop in the Jacksonville area sometime in 2026. Long range goal is to have one opened in Miami as well.

Our Lift Station crews work out of New Port Richey and are dispatched from there to handle all lift station related work.

Our drivers cover the state with pick ups and deliveries on an as needed basis.

City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **UTILITIES MOTOR AND PUMP REPAIR SERVICES**

RFP NUMBER:**2025-40**

RFP OPENING DATE & TIME: **September 10, 2025 at 2:00 pm**

RFP OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**

PRE-PROPOSAL MEETING DATE & TIME: **None**

PRE-SUBMITTAL MEETING: **N/A**

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Electrical and Mechanical Maintenance Inc.

PROPOSER'S MAILING ADDRESS: 6115 31st Street East

CITY-STATE-ZIP: Bradenton, FL. 34203

F.E.I.N.: 93-4787107

PHONE NUMBER: 941-351-5858

EMAIL: prademaker@electrical-mechanical.com

If returning as a "No Submittal", please state reason (s

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

Paul Rademaker
NAME (TYPED)

Vice President
TITLE

8-25-25
DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Responses submitted by telephone, fax or email will not be

considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: The RFP Tabulation will be posted on Demandstar (www.demandstar.com). Any submitter wishing to receive a paper copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator rob.hart@ormondbeach.org. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

PROCUREMENT COMMUNICATION PROTOCOL: To protect the integrity of the procurement process, respondents, suppliers, contractors, sub-contractors or person acting on behalf of any of the above are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City agents, or elected officials unless such communication is specifically authorized in the City's solicitation or addenda. Violation of this provision may be grounds for rejecting a response.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any 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 Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.
(b) Upon request from the City Clerk, 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
https://www.ormondbeach.org/prr

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.

B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.

C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.

D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.

E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.

F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The City of Ormond Beach is a coastal community located in northeast Volusia County, Florida, occupying an area of approximately 38 square miles. The City Utility Service Area extends outside of the City limits into part of unincorporated Volusia County as well as providing service to portions of neighboring Flagler County. Customer data for 2024 included 23,788 active water accounts, of which 16,972 were located within the City limits. Records indicate there were 18,027 active sewer accounts, of which 17,451 were located within City limits. The City's fiscal year begins on October 1 and ends on September 30.

The Utilities Division of the City's Public Works Department is responsible for providing quality potable water, sanitary sewer and reclaimed water services to utility customers in a manner that balances social, environmental, and economic factors. The Utilities Division of the Public Works Department consists of five operating sections: Water Production, Water Reclamation (sometimes referred to as the Wastewater Treatment Facility), Potable Water Distribution, Wastewater Collection & Reclaimed Water Distribution, and Equipment Maintenance.

The Water Production Division is responsible for the safe and efficient operation of the City's Water Treatment Plant (WTP), 38 wells, 3 water storage tanks, and four water distribution booster stations. The WTP has a design capacity of 12.0 million gallons per day.

The Water Reclamation Facility (also referred to as the Wastewater Treatment Facility) is responsible for the safe and efficient treatment of wastewater, the supply of reclaimed water for irrigation, and the subsequent stabilization and disposal of solid wastes produced to ensure the protection of public health and the environment. The City's Water Reclamation Facility is designed to treat sewage at a rate of 8 million gallons per day. The City utilizes 95 sanitary sewer lift stations to transmit wastewater to the Wastewater Reclamation Facility. Meanwhile, the reclaimed water system has a permitted capacity of 10 million gallons per day and utilizes three (3) reclaimed water storage tanks and associated pump stations.

It is the intent of the City of Ormond Beach, Florida to award a contract(s) to the successful proposer(s) of this request for proposals to provide **UTILITIES MOTOR AND PUMP REPAIR SERVICES** on an "as needed" basis.

II. SCOPE OF SERVICES

The work shall be performed on an "as needed basis" for the Utilities Division of the Public Works Department. Awarded firms will be responsible for:

1. Pickup of equipment requested for evaluation and/or repair from affected City of Ormond Beach facility within 72 hours of request.
2. After assessment of equipment, development of a quote for the work necessary to repair to include pricing in accordance with the agreement and timeline to complete the work
3. Execution of work on the equipment, once a Purchase Order referencing the quote has been issued
4. Timely completion of the work
5. Return of repaired equipment within 48 hours of completion of work
6. General responsiveness to requests for evaluation/repair, phone calls and emails

Service under this award will include a full range of pump and electric motor repair services. These services will include but not be limited to inspection, evaluation and repair of vertical turbine, split case centrifugal pumps, centrifugal fans/blowers, lift station pumps, inspection, evaluation and repair of 3-phase electric motors, professional pump and electric motor reports, and other services as needed. Firms selected shall be capable of providing services including, but not limited to, the following:

PUMP REPAIR SERVICES:
Shaft Repair
Shaft Replacement and Bearing Replacement Seal Repair
Seal Replacement
Wear Ring Replacement Impeller Repair Impeller Replacement
Apply Protective Coatings Volute Repair
Volute Replacement Casing Repair Casing Replacement Dynamic Balancing Clean Pump Assembly of Pump
Performance Testing Pump Curves
Provide Detailed Shop Reports, and Recommendations

ELECTRIC MOTOR REPAIR SERVICES:
Repair Shaft
Replace Bearings
Rewind Motor
Dip and Bake Motor
Balance Motor
Motor Diagnostic

MOTOR TESTING SERVICES:
Megging
HiPot Testing
Surge Testing
Voltage Drop Testing
Core Loss Testing
Provide Detailed Shop Reports and Recommendations

III. TERM OF AGREEMENT

The initial term of this agreement shall be for a period of three (3) years and will be automatically renewed for two additional one (1) year periods thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement. All terms and conditions shall remain firm for the initial three (3) year period and any optional renewal period of this contract based on contractor's acceptance, level of performance and approved funding.

IV. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

A. Title Page: Title page marked, "**UTILITIES MOTOR AND PUMP REPAIR SERVICES**", the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

B. Table of Contents: Include a clear identification of the material included in the proposal by page number.

C. Standard General Requirements: Include Proposer's name and principal address; contact person's name and title; telephone and fax number; FEIN; number of years organization has been in business; number of years your firm has been in business under your present business name; number of years your firm has been in business in work specific to this RFP; names and titles of all officers, partners or individuals doing business under trade name; statement of whether your firm has ever failed to complete work awarded to you; list all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years; list and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants; state whether the Proposer, its principals, officers or predecessor organization(s) have been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government entity.

D. Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believed itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the engagement period. The transmittal letter shall have an original signature of an authorized official of the firm who has been designated to submit the proposal on behalf of the firm.

E. Technical Qualifications of Firm: Provide a description and overview of firm, including the size, range of activities, licenses, certifications etc. Detail expertise in, and experience with troubleshooting and repair of pumps and electric motors such as lift station pump/motors, well pump/motors, transfer pump/motors, and high service pump/motors (5 HP to 300 HP and up to 5000 GPM) of similar size and materials. (Limit response to two pages maximum) Identify any subcontractors(s) that will be involved if work not performed in house, including address and a description of qualifications. (Limit response to one page maximum per subcontractor)

F. Technical Qualifications of the Project Team: Identify the primary individuals (Project Team) who will be responsible for supervising, managing and executing the work for this Contract. List all certifications appropriate to the work. (Limit response to one page per person)

G. References: Using the "List of References" sheet supplied herewith, provide list of six (6) utility clients for whom work has been performed within the past 5 years. Be sure to include:
   - Entity/Client
   - Location
   - Year Completed
   - Client contact name, Phone and Email
   - Types of equipment serviced

H. Responsiveness: Describe your approach to timely completion of work and provide general turnaround times.

I. Pricing: Provide not to exceed pricing using the Proposal Pricing Form.

J. Location: Provide shop location(s) where the bulk of work will occur and indicate which member of the Project Team primarily works from each. Provide information on alternate or backup facilities, if available. Points shall be awarded as follows: Within 25 miles of Ormond City Hall (15 points), Within 50 miles of Ormond Beach City Hall (10 points), Within 100 miles of Ormond Beach City Hall (5 points), Beyond 100 miles of Ormond Beach City Hall (0 points)

V. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than 2:00 p.m., September 10, 2025.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until September 3rd at 4:00 PM. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or

package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

VI. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of three individuals from the City's public works department. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.

- Request that proposer(s) furnish additional information as the City may reasonably require.

- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;

- Limit and/or determine the actual contract services to be included in a contract.

- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.

- Obtain information for use in evaluating submittals from any source.

- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

The City shall be the sole judge of the proposer's qualifications.

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

EVALUATION CRITERIA	MAXIMUM POSSIBLE POINTS
Technical Qualifications	20
Technical Qualifications of Project Team	20
References	20
Responsiveness	10
Pricing	10
Location	15
Completeness of Proposal	5
TOTAL	100

VII. PRICING AND REFERENCE SHEETS

The following forms are provided to assist firms with preparing proposals:

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2025 – 40
LIST OF REFERENCES

1. Entity/Client US Water Services Corp.		
Location Throughout Florida and 22 other stated		Year Completed: ongoing
Client Contact Name Eddie Schemenauer		
Email Edward Schemenauer <eschemenauer@uswatercorp.net>		Phone: 727-389-9399
Types of equipment serviced		
We rebuild all their motors/pumps/blowers/gearboxes. We sell them new rotating equipment as well as new VFD's.		

2. Entity/Client Manatee County Utilities		
Location All three WRF plants, WTP, and some LS Pumps		Year Completed: ongoing
Client Contact Name Rick Svec		
Email rick.svec@mymanatee.org		Phone: 941-812-6388
Types of equipment serviced		
We rebuild all their motors/pumps/blowers/gearboxes. We sell them new rotating equipment as well as the Artesis PdM controllers		

3. Entity/Client City of Bradenton		
Location All WRF and WTP and LS pumps		Year Completed: ongoing
Client Contact Name Don DeMonia		
Email donald.demonia@bradentonfl.gov		Phone: 941-290-9392
Types of equipment serviced		
We rebuild all their motors/pumps/blowers/gearboxes. We sell them new rotating equipment as well as new controls.		

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2025 – 40
LIST OF REFERENCES

4. Entity/Client City of Arcadia		
Location WRF and all lift stations		Year Completed: ongoing
Client Contact Name Dominick Wolcheck		
Email Dominick Wolcheck <dwolcheck@arcadia-fl.gov>		Phone: 863-231-8113
Types of equipment serviced		
We rebuild all their motors/pumps/blowers/gearboxes. We sell them new rotating equipment as controls and panels.		

5. Entity/Client City of Daytona Beach		
Location WRF		Year Completed: ongoing
Client Contact Name Mike Riley		
Email rileymichael@codb.us		Phone: 386-473-3010
Types of equipment serviced		
We have rebuilt some motors and pumps as well as sell them a large pump station for over $400,000.00.		

6. Entity/Client City of Riviera Beach		
Location WRF/WTP/Wells		Year Completed: ongoing
Client Contact Name Mike Miller		
Email mmiller@uswatercorp.net		Phone: 727-808-6249
Types of equipment serviced		
We are currently rebuilding every motor and pump in their WTP and Well Fields. We are selling them all their rotating equipment as well as all their VFD's.		

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2025 – 40
PROPOSAL PRICING –Motor and Pump Repair

Proposer submits the following prices for the work described in this solicitation:

Item of Work	Per (Unit)	Unit Price
1. Trailer Truck Service to transport pump to and from repair facility (time must be reasonable compared to Google Maps estimate. No pay for breakdowns).	HR	$ 100.00
2. Crane Truck Service (including operator) for removing and install pump or motor	HR	$ 150.00
3. Standard Labor Rate (Mechanic) Monday – Friday, 8:00 am – 5:00 pm	HR	$ 90.00
4. Non-Standard Labor Rate (Mechanic) After hours, weekend, and holidays	HR	$ 125.00
5. Standard Labor Rate (Machinist) Monday – Friday, 8:00 am – 5:00 pm	HR	$ 90.00
6. Non-Standard Labor Rate (Machinist) After hours, weekend, and holidays	HR	$ 125.00
7. Tear Down and Inspection	HR	$ 200.00
Parts Allowance: Cost plus markup %		20 .00 %

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:
Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: $25.00 For more information, contact the City's Business Tax Receipt official at 386-676-3233 or btonline@ormondbeach.org You can apply online here: https://ormondbeachfl-energovweb.tylerhost.net/apps/selfservice#/home

State Certified/Registered Contractors

All registered State contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 contractorlicensing@volusia.org
https://connectlivepermits.org/citizenportal/app/landing

State certified contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official, to include copy of State license, certificate of insurance and copy of local business tax receipt. This information is provided with the permit application.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3233 or btonline@ormondbeach.org

EXHIBIT A
Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2. **(a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes,** as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

(b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.

4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless

paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. **Loss Control/Safety**

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary. The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. **Service Bond**

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum $25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. **General**

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. **Types of Insurance and Limits of Liability**

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

(a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

$100,000 Each Accident Bodily Injury by Accident
$100,000 Each Employee Bodily Injury by Disease
$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

a. Premises, Operations, Products and Completed Operations
b. Owners' & Contractors' Protective
c. Products & Completed Operation
d. Explosion, Collapse & Underground Conditions
e. Blanket Contractual Liability
f. Personal Injury Liability
g. Broad Form Property Damage Endorsement, including Completed Operations
h. Independent Contractors
i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)

j. Pollution Liability (if applicable)
k. Asbestos Abatement (if applicable)
l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

$1 Million Each Occurrence
$2 Million General Aggregate
$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

(c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

$1 Million	Combined Single Limit for Bodily Injury and Property Damage

(d) Excess Liability

For contracts $250,000 or greater an Excess Liability Policy of at least but not limited to $1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed $25,0000 per occurrence.

(e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of $1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City form the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.

3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

City of Ormond Beach
Request for Proposals (RFP)
UTILITIES MOTOR AND PUMP REPAIR SERVICES
(RFP No. 2025-40)

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.

3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.

4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.

5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Electrical and Mechanical Maintenance Inc.
COMPANY NAME

AUTHORIZED SIGNATURE

Paul Rademaker
NAME

Vice President
TITLE

8-25-25
DATE

City of Ormond Beach
Request for Proposals (RFP)
UTILITIES MOTOR AND PUMP REPAIR SERVICES
(RFP No. 2025-40)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date	Addendum Number
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Electrical and Mechanical Maintenance Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: Will obtain one if successful bidder

ADDRESS: 6115 31st Street East, Bradenton, FL. 34203

PHONE NO.: 941-351-5858 FAX NO.:

SUBMITTER'S NAME: Paul Rademaker
(Typed or Printed in Ink)

TITLE: Vice President

AUTHORIZED SIGNATURE: I, _____ hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[X] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[X] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Electrical and Mechanical Maintenance Inc.
COMPANY NAME

AUTHORIZED SIGNATURE

Paul Rademaker
SIGNER'S NAME (PRINT OR TYPE)

Vice President
TITLE

8-25-25
DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
UTILITIES MOTOR AND PUMP REPAIR SERVICES
(RFP No. 2025-40)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Electrical and Mechanical Maintenance Inc.
Company Name

Authorized Signature

Paul Rademaker
Print Name

Vice President
Title

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the Vice President - GM (Title) of Electrical and Mechanical Maintenance Inc. (Business Name) which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: August 25, 2025 Signed: _____

Entity: Electrical and Mechanical Maintenance Inc. Name: John Miller

Title: VP-GM

STATE OF: Florida COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 25 day of August, 2025, by John Miller and who: ☑ is personally known to me; or ☐ has produced _____ as identification.

Paul Rademaker

Notary Public, State of Florida at Large: (seal)

Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: 05/20/2029

PAUL RADEMAKER
Notary Public
State of Florida
Comm# HH641248
Expires 5/20/2029

This document must be completed and returned with your Submittal

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is John Miller. I am over the age of Twenty-one years old. I am the VP - GM (Title) of Electrical and Mechanical Maintenance (Business Name) a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: August 25, 2025

Signed: _____
Print Name: John Miller
Title: VP - GM

SUBSCRIBED AND SWORN before me by means of [X] physical presence or [ ] online notarization on the 25 day of August, 2025 by John Miller as VP - GM on behalf of Electrical and Mechanical Maintenance who is personally known to me or who has produced _____ as identification.

(Notary Seal)

PAUL RADEMAKER
Notary Public
State of Florida
Comm# HH641248
Expires 5/20/2029

Notary Public, State of Florida
Printed name, commission and expiration of commission term

This document must be completed and returned with your Submittal

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2025 – 40
PROPOSAL PRICING –Motor and Pump Repair

Proposer submits the following prices for the work described in this solicitation:

Item of Work	Per (Unit)	Unit Price
1. Trailer Truck Service to transport pump to and from repair facility (time must be reasonable compared to Google Maps estimate. No pay for breakdowns).	HR	$ 100.00
2. Crane Truck Service (including operator) for removing and install pump or motor	HR	$ 150.00
3. Standard Labor Rate (Mechanic) Monday – Friday, 8:00 am – 5:00 pm	HR	$ 90.00
4. Non-Standard Labor Rate (Mechanic) After hours, weekend, and holidays	HR	$ 125.00
5. Standard Labor Rate (Machinist) Monday – Friday, 8:00 am – 5:00 pm	HR	$ 90.00
6. Non-Standard Labor Rate (Machinist) After hours, weekend, and holidays	HR	$ 125.00
7. Tear Down and Inspection	HR	$ 200.00
Parts Allowance: Cost plus markup %		20 .00 %

City of Ormond Beach

City Commission Meeting

City Hall Commission Chambers

22 South Beach St., Ormond Beach FL 32174

November 4, 2025, 7:00 PM

Jason Leslie, Mayor
Lori Tolland, Zone 1
Travis Sargent, Zone 2
Kristin Deaton, Zone 3
Harold Briley, Zone 4

Action Report

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS AND PROCLAMATIONS

A. Ormond Beach Police Foundation

B. Kevin Gray

C. FDOT Nova Road Update

5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA & ON THE CONSENT AGENDA

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - October 21, 2025 **APPROVED**

7. CONSENT AGENDA

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items.

A. National Association of Government Employees Collective Bargaining Agreement

RESOLUTION NO. 2025-158: A RESOLUTION AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES; AND SETTING FORTH AN EFFECTIVE DATE. **APPROVED**

B. Nova Community Center Gym Ceiling Repairs

RESOLUTION NO. 2025-162: A RESOLUTION ACCEPTING A PROPOSAL FROM A.M. WEIGEL CONSTRUCTION, INC. FOR CONSTRUCTION MANAGEMENT SERVICES REGARDING CEILING REPAIRS IN THE GYM AT THE NOVA COMMUNITY CENTER; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE. **APPROVED**

C. RFP - Motor and Pump Repair

RESOLUTION NO. 2025-167: A RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING THE EXECUTION OF CONTRACTS WITH TWO PROFESSIONAL FIRMS FOR UTILITIES MOTOR AND PUMP REPAIR SERVICES ON AN AS-NEEDED BASIS, UNDER RFP 2025-40; AND SETTING FORTH AN EFFECTIVE DATE. **APPROVED**

D. Work Authorization - Northbrook Lane Stormwater Repair

RESOLUTION NO. 2025-168: A RESOLUTION ACCEPTING A PROPOSAL FROM HAZEN CONSTRUCTION, LLC FOR CONSTRUCTION MANAGEMENT AT RISK FOR UNDERGROUND UTILITY SERVICES REGARDING THE NORTHBROOK LANE STORMWATER PIPE REPAIR PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE. **APPROVED**

E. Interlocal Agreement - Volusia Co., Fire Apparatus Fleet Services and Contingency Fueling

RESOLUTION NO. 2025-169: A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE COUNTY OF VOLUSIA FOR THE PROVISION OF MUNICIPAL FLEET MAINTENANCE SERVICES ON AN AS-NEEDED BASIS; SETTING FORTH AN EFFECTIVE DATE. **APPROVED**

F. Category 8 FBO Certification - R & B Executive Aviation Services, LLC.

RESOLUTION NO. 2025-170: A RESOLUTION APPROVING THE APPLICATION OF R&B EXECUTIVE AVIATION SERVICES, LLC TO PROVIDE SERVICES AS A CATEGORY EIGHT FIXED BASE OPERATOR AT THE ORMOND BEACH MUNICIPAL AIRPORT; ESTABLISHING CONDITIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE. **APPROVED**

G. 2026 Florida Healthcare Plans Employee Health Insurance Coverage

RESOLUTION NO. 2025-171: A RESOLUTION ACCEPTING A PROPOSAL FROM FLORIDA HEALTH CARE PLANS, INC. FOR THE PROVISION OF EMPLOYEE HEALTH/MEDICAL BENEFIT SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE. **APPROVED**

H. 2026 Health Savings Account Funding

RESOLUTION NO. 2025-172: A RESOLUTION AUTHORIZING FUNDING OF EMPLOYEE HEALTH SAVINGS ACCOUNTS FOR THE 2026 PLAN YEAR; AND SETTING FORTH AN EFFECTIVE DATE. **APPROVED**

I. 2026 Mutual of Omaha Employee Dental Insurance Coverage

RESOLUTION NO. 2025-173: A RESOLUTION ACCEPTING A PROPOSAL FROM MUTUAL OF OMAHA FOR THE PROVISION OF EMPLOYEE DENTAL INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE. **APPROVED**

J. 2026 Mutual of Omaha Vision Insurance Coverage

RESOLUTION NO. 2025-174: A RESOLUTION ACCEPTING A PROPOSAL FROM MUTUAL OF OMAHA FOR THE PROVISION OF EMPLOYEE VISION INSURANCE BENEFITS; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE. **APPROVED**

K. 2026 Mutual of Omaha Employee Life Insurance Coverage

RESOLUTION NO. 2025-175: A RESOLUTION ACCEPTING A PROPOSAL FROM MUTUAL OF OMAHA FOR THE PROVISION OF EMPLOYEE LIFE INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE. **APPROVED**

L. 2026 Mutual of Omaha Long Term Disability Insurance Coverage

RESOLUTION NO. 2025-176: A RESOLUTION ACCEPTING A PROPOSAL FROM MUTUAL OF OMAHA FOR THE PROVISION OF EMPLOYEE LONG TERM DISABILITY INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE. **APPROVED**

M. 2026 Mutual of Omaha Voluntary Life Insurance Coverage

RESOLUTION NO. 2025-177: A RESOLUTION ACCEPTING A PROPOSAL FROM MUTUAL OF OMAHA FOR THE PROVISION OF EMPLOYEE VOLUNTARY LIFE INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE. **APPROVED**

N. 2026 Mutual of Omaha Voluntary Short Term Disability Insurance Coverage

RESOLUTION NO. 2025-178: A RESOLUTION ACCEPTING A PROPOSAL FROM MUTUAL OF OMAHA FOR THE PROVISION OF EMPLOYEE VOLUNTARY SHORT-TERM DISABILITY INSURANCE BENEFITS; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE. **APPROVED**

O. Real Property Conveyance from VCS, Seminole Avenue Lift Station

RESOLUTION NO. 2025-179: A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A QUIT CLAIM DEED FROM THE SCHOOL BOARD OF VOLUSIA COUNTY, FOR PROPERTY LOCATED AT 205 SEMINOLE AVENUE; AND SETTING FORTH AN EFFECTIVE DATE. **APPROVED**

P. **Disposition Item:** Intent To Bid - Lift Station 4P Rehabilitation **APPROVED**

Q. **Disposition Item:** Orchard Lane Drainage Improvements **APPROVED**

R. **Disposition Item:** 2026 City Of Ormond Beach Legislative Action Agenda **APPROVED**

8. FIRST READING OF ORDINANCES

A. Fiscal Year 2024-2025 Budget Amendments

ORDINANCE NO. 2025-33: AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR FISCAL YEAR 2024-2025 BY AMENDING THE GENERAL FUND (001); DOWNTOWN REDEVELOPMENT TRUST FUND (104); STORMWATER UTILITY FUND (107); AIRPORT FUND (108); ECONOMIC DEVELOPMENT FUND (110); PENSION CONTRIBUTION PASS THROUGH FUND (113); FINANCING DEBT SERVICE FUND (205); BEACHFRONT PARK BOND FUND (220); CAPITAL IMPROVEMENTS FUND (301); EQUIPMENT RENEWAL & REPLACEMENT FUND (302); PUBLIC SAFETY VEHICLE & EQUIPMENT FUND (305); TRANSPORTATION IMPROVEMENTS FUND (308); FACILITIES RENEWAL & REPLACEMENT FUND (317); WATER AND WASTEWATER FUND (401); VEHICLE REPLACEMENT FUND (408); RENEWAL & REPLACEMENT FUND (409); WATER SYSTEM IMPACT FEE FUND (434); WASTEWATER SYSTEM IMPACT FEE FUND (435); 2024 WATER & WASTEWATER BOND FUND (446); SOLID WASTE FUND (460) AND THE GENERAL LIABILITY FUND (504); AND SETTING FORTH AN EFFECTIVE DATE. **APPROVED ON FIRST READING**

B. General Employees' Pension Ordinance Amendment

ORDINANCE NO. 2025-34: AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, FURTHER AMENDING ARTICLE I, GENERAL EMPLOYEES' PENSION PLAN, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 16-9, VESTING; PROVIDING FOR A BENEFIT MULTIPLIER FOR CREDITED SERVICE EARNED ON OR AFTER OCTOBER 1, 2025, FOR MEMBERS HIRED ON OR AFTER DECEMBER 19, 2012; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE. **APPROVED ON FIRST READING**

9. REPORTS, SUGGESTIONS, REQUESTS

10. ADJOURNMENT

Website Address – www.ormondbeach.org

NOTICE – Pursuant to Section 286.0105 of the Florida Statutes, if any person decides to appeal any decision made by the City Commission with respect to any matter considered at this public meeting, such person will need a record of the proceedings and for such purpose, such person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance.
Phone: 386-677-0311



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons with a disability, such as a vision, hearing or speech impairment, or persons needing other types of assistance, and who wish to attend City Commission meetings or any other board or committee meeting may contact the City Clerk's Office in writing, or may call 386-677-0311 for information regarding available aids and services.

City of Ormond Beach

RFP TABULATION
Utilities Motor and Pump Repair Services
RFP No. 2025-40

RFP Opening Date: September 10, 2025 Time: 2:00 P.M.

The Following Companies Submitted Proposals:
Electrical & Mechanical Maintenance Inc
Florida Armature Works Inc

SEP10 25 2:00PM

Opened By: _____
Mike Stephenson
Utilities Engineer

Tabulated By: _____
Rob Hart
Purchasing Coordinator

CITY OF OLDSMAR
CITY COUNCIL
AGENDA ITEM
COVER MEMO

TO: Felicia Donnelly, City Manager

FROM: Johna Jahn, Director of Public Utilities

DATE: June 16, 2026

AIR #: AIR-3929

SUBJECT: Consider awarding the installation of HVAC equipment for RO Water Treatment Plant to Austin Construction Group, Inc. under the same pricing, terms, and conditions as the City of Tampa Contract #24-J-01282 (PB23-011), utilizing the Job Order Contract Consulting Services of Gordian Group, Inc. under the same pricing, terms, and conditions as the City of Tampa Contract #41111317 (PB23-009)

BACKGROUND
The first-floor air conditioning system at the Reverse Osmosis Water Treatment Plant Building requires immediate replacement after being plagued by intermittent interruptions over the last five years, with major failures escalating since 2023. To ensure an accurate replacement, staff engaged a mechanical engineering firm to conduct precise sizing calculations. While the project was subsequently bid out several times, the resulting proposals were consistently and prohibitively high. Consequently, staff requested a proposal from Gordian, which came in at $171,030.77 for construction, materials, and project management —a figure considerably lower than previous estimates. The City has successfully collaborated with Gordian in the past, and both their project management team and the selected contractor have a proven track record of reliable performance. Given the urgent need, the cost-effective pricing, and the contractor's reliable history, staff recommends approval of this proposal.

STRATEGIC GOAL
Quality of Place (Infrastructure, Transportation, Parks and Recreation)

BUDGETARY IMPACT
Sufficient unencumbered funds were provided by Council in the June 2nd, 2026 City Council budget revision, and are available GL 401-148-533-60-62-21.

COMMUNITY ENGAGEMENT
Consult

RECOMMENDED MOTION
Approve award of the installation of HVAC equipment for RO Water Treatment Plant to Austin Construction Group, Inc. under the same pricing, terms, and conditions as the City of Tampa Contract #24-J-01282 (PB23-011), utilizing the Job Order Contract Consulting Services of Gordian Group, Inc. under the same pricing, terms, and conditions as the City of Tampa Contract #41111317 (PB23-009).

ATTACHMENTS
PB23-009 VAPB Gordian_JOC (PDF)
Gordian Oldsmar_JobOrderAuthorization (PDF)
VAPB PB23-011 Austin signed (PDF)
Revised Price Proposal (PDF)
2025-691 Austin renewal through 7-31-26 (PDF)
City of Tampa Contract and Renewals with Austin Construction Group (PDF)
JOC resolutions and amending docs (PDF)

DocuSign Envelope ID: D478968D-0465-4439-89D2-D7FA6044C3F1

Vendor Authorization to Piggyback PB23-009

Originating Entity:	City of Tampa	
Originating Bid/RFP #:	41111317	
Bid/RFP Title:	**Job Order Contracting Consulting Services**	
Award Date:	June 7, 2018	
Initial Contract Period:	06/07/2018 – 06/06/2020	
Available Extensions:	Third of three, 1-year renewals exercised through June 6, 2023	
Pricing:	Percentage of construction costs	
Vendor Name:	Gordian Group, Inc.	
Vendor Address:	30 Patewood Drive, Suite 350 Greenville, SC 29615	
Vendor Contact:	Name: Ben Klein	Phone: (800) 874-2291
Vendor Contact Email:	b.klein@gordian.com	
Ordering Info:	Contact vendor to coordinate projects and obtain estimate	

The vendor named above agrees to offer the City of Oldsmar the same pricing, terms and conditions contained within the above referenced Bid/RFP.

A City of Oldsmar purchase order shall be issued **PRIOR** to the vendor providing goods and/or beginning work.

It shall be the vendor's responsibility to inform the requestor whether or not the work being requested by the City of Oldsmar falls within the scope of work contained within the above referenced Bid/RFP.

Daniel Cook
Authorized Representative Name (Print)

DocuSigned by:
Daniel Cook
Authorized Representative Signature

VP/GM
Title

01/09/2023 | 5:40 PM EST
Date

City of Oldsmar
100 State Street W.
Oldsmar, FL 34677

Job Order Authorization

Date: 6/5/2026

Job Order Contracting

Information	**Job #:**	OLDS-26-ACG-0002
	Job Order Title:	Reverse Osmosis Plant HVAC System
	Location:	City of Oldsmar Building / Water Plant
Scope of Work:	Install new HVAC System	
Contract Information	**Contractor Contract #:**	24-J-01282
	Vendor:	Austin Construction Group, Inc. 1302 N 23rd Street, Tampa, 33605
Project Costs	**Construction:**	**$162,886.44**
	TGG Fee 1.95%:	**$3,176.29**
	Job Order Development Fee 3.05%:	**$4,968.04**
	Total	**$171,030.77**
Schedule	**Project Duration:**	23 Calendar Days
	Construction Started:	9/29/2026
	Construction Complete:	10/21/2026

Sign below to approve this Job Order

Vendor Authorization to Piggyback 23-11PB

Originating Entity:	City of Tampa	
Originating Bid/RFP #:	24-J-01282/RFP42110619	
Bid/RFP Title:	**Job Order Contracting Services for Civil Site Work**	
Award Date:	2/6/2020	
Initial Contract Period:	2/6/2020 – 2/5/2021	
Available Extensions:	Multiple one-year extensions exercised, currently through 7/31/2026.	
Pricing:	Per contracted unit prices and adjustment factors.	
Vendor Name:	Austin Construction Group, Inc.	
Vendor Address:	1302 N. 23rd St, Tampa FL 33605	
Vendor Contact:	Name: Austin Coats	Phone: (813) 293-8883
Vendor Contact Email:	austin@acgtampa.com	
Ordering Info:	Contact vendor for estimate based on contract pricing.	

The vendor named above agrees to offer the City of Oldsmar the same pricing, terms and conditions contained within the above referenced Bid/RFP.

A City of Oldsmar purchase order shall be issued **PRIOR** to the vendor providing goods and/or beginning work.

It shall be the vendor's responsibility to inform the requestor whether or not the work being requested by the City of Oldsmar falls within the scope of work contained within the above referenced Bid/RFP.

AUSTIN COATS
Authorized Representative Name (Print)

Authorized Representative Signature

PRESIDENT
Title

6/5/26
Date

Price Proposal Detail Report

By Division
Version: Working Version

Proposal Value: $162,886.44
Approved Date:

Catalog: August 2024 - City of Tampa - Multi-Services

Job Order: OLDS-26-ACG-0002

Job Order Name: Reverse Osmosis Plant HVAC System

Location: 0006-City of Oldsmar Building / Water Plant 350 Commerce Blvd Oldsmar, FL 34677

Contractor: Austin Construction Group, Inc.
Contract Number: 24-J-01282
Contract Name: Austin Construction CoT Multi-Services - Option 1

Division		Install Total	NPP Total	Demo Total	Division Total
01	General Requirements	$8,092.56	$0.00	$0.00	$8,092.56
02	Existing Conditions	$1,656.73	$0.00	$0.00	$1,656.73
09	Finishes	$1,000.00	$0.00	$0.00	$1,000.00
23	Heating, Ventilating, and Air-Conditioning (HVAC)	$123,021.25	$0.00	$2,547.79	$125,569.04
26	Electrical	$26,568.11	$0.00	$0.00	$26,568.11
	Total:	**$160,338.65**	**$0.00**	**$2,547.79**	**$162,886.44**

Line Count: 37 **Proposal Total: $162,886.44**

The Percentage of Non Pre-Priced on this Proposal: 0.0%

** Includes Price Changes due to Construction Task Catalog update*

Price Proposal Detail Report

By Division
Version: Working Version

Proposal Value: $162,886.44
Approved Date:

Catalog: August 2024 - City of Tampa - Multi-Services

Job Order: OLDS-26-ACG-0002

Job Order Name: Reverse Osmosis Plant HVAC System

Location: 0006-City of Oldsmar Building / Water Plant 350 Commerce Blvd Oldsmar, FL 34677

Contractor: Austin Construction Group, Inc.
Contract Number: 24-J-01282
Contract Name: Austin Construction CoT Multi-Services - Option 1

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01 General Requirements **$8,092.56**

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
1	012216000002	Reimbursable Fees	Install	1,500.00	$1.00	EA	1.0000	$1,500.00

No Change ***History: WV No Change,1.1 Added,1.2 Modified,1.3 Accepted***

Includes Labor No **Includes Equipment No** **Includes Materials Yes**

User Note: Permit fee allowance

Item Note: Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.

Total: **$1,500.00**

Division 01 General Requirements Total: **$1,500.00**

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
2	012220000058	Engineer	Install	32.00	$133.75	HR	1.2500	$5,350.00

No Change ***History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted***

Includes Labor Yes **Includes Equipment No** **Includes Materials No**

Owner Comments: *V:1.2-ok*

User Note: Mechanical/electrical engineering plans for permitting and construction

Total: **$5,350.00**

Division 01 General Requirements Total: **$5,350.00**

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
3	017413000003	Collect Existing Debris And Load Into Truck Or Dumpster	Install	20.00	$13.59	CY	1.2500	$339.75

No Change ***History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted***

Includes Labor Yes **Includes Equipment Yes** **Includes Materials No**

Owner Comments: *V:1.2-ok*

Item Note: Per CY of debris removed.

Total: **$339.75**

Division 01 General Requirements Total: **$339.75**

** Includes Price Changes due to Construction Task Catalog update*

Price Proposal Detail Report

By Division
Version: Working Version

Proposal Value: $162,886.44
Approved Date:

Catalog: August 2024 - City of Tampa - Multi-Services

Job Order: OLDS-26-ACG-0002

Job Order Name: Reverse Osmosis Plant HVAC System

Location: 0006-City of Oldsmar Building / Water Plant 350 Commerce Blvd Oldsmar, FL 34677

Contractor: Austin Construction Group, Inc.
Contract Number: 24-J-01282
Contract Name: Austin Construction CoT Multi-Services - Option 1

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
4	017419000012	20 CY Dumpster (3 Ton) "Construction Debris"	Install	1.00	$722.25	EA	1.2500	$902.81

No Change ***History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted***

Includes Labor No **Includes Equipment No** **Includes Materials Yes**

Owner Comments: *V:1.2-ok*

Item Note: Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.

Total:	**$902.81**
Division 01 General Requirements Total:	**$902.81**

02 Existing Conditions **$1,656.73**

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
5	024119130292	Core Drill Minimum Charge	Install	2.00	$662.69	EA	1.2500	$1,656.73

No Change ***History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted***

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Owner Comments: *V:1.2-ok*

User Note: Core through concrete

Item Note: For projects where the total core drilling charge is less than the minimum charge, use task "Minimum Charge For Core Drilling" exclusively. Task "Minimum Charge For Core Drilling" should not be used in conjunction with any other tasks in this section. Does not apply to sections "Drilling In Concrete Per Inch Of Depth" or "Drilling In Brick Or Block Per Inch Of Depth" or "Drilling In Wood Or Plastic Per Inch Of Depth".

Total:	**$1,656.73**
Division 02 Existing Conditions Total:	**$1,656.73**

09 Finishes **$1,000.00**

** Includes Price Changes due to Construction Task Catalog update*

Price Proposal Detail Report

By Division
Version: Working Version

Proposal Value: $162,886.44
Approved Date:

Catalog: August 2024 - City of Tampa - Multi-Services

Job Order: OLDS-26-ACG-0002

Job Order Name: Reverse Osmosis Plant HVAC System

Location: 0006-City of Oldsmar Building / Water Plant 350 Commerce Blvd Oldsmar, FL 34677

Contractor: Austin Construction Group, Inc.
Contract Number: 24-J-01282
Contract Name: Austin Construction CoT Multi-Services - Option 1

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
6	095323000021	Removal And Reinstallation Of 2' x 2' Or 2' x 4' Acoustical Ceiling Tile And Grid Assembly	Install	500.00	$1.46	SF	1.2500	$912.50

No Change ***History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted***

Includes Labor Yes **Includes Equipment Yes** **Includes Materials No**

Owner Comments: *V:1.2-ok*

User Note: Ceiling grid/tile removal and reset as needed for installation

Item Note: Suspension system tie wire, wall angles and bracing to remain in place.

Total:	**$912.50**
Division 09 Finishes Total:	**$912.50**

Record #	CSI Number	Description		Type	Quantity	Unit Price	UOM	Factor	Line Total
7	095323000021	For >200 To 500, Add	MOD: 0128	Install	500.00	$0.14	SF	1.2500	$87.50

No Change ***History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted***

Includes Labor Yes **Includes Equipment No** **Includes Materials No**

Total:	**$87.50**
Division 09 Finishes Total:	**$87.50**

23 Heating, Ventilating, and Air-Conditioning (HVAC) **$125,569.04**

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
8	230529000035	6" Steel Clevis Hanger, Plastic Coated (Cooper B-Line B3100C)	Install	12.00	$76.47	EA	1.2500	$1,147.05

No Change ***History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted***

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Owner Comments: *V:1.2-ok*

User Note: Hanger

Total:	**$1,147.05**
Division 23 Heating, Ventilating, and Air-Conditioning (HVAC) Total:	**$1,147.05**

** Includes Price Changes due to Construction Task Catalog update*

Price Proposal Detail Report

By Division
Version: Working Version

Proposal Value: $162,886.44
Approved Date:

Catalog: August 2024 - City of Tampa - Multi-Services

Job Order: OLDS-26-ACG-0002

Job Order Name: Reverse Osmosis Plant HVAC System

Location: 0006-City of Oldsmar Building / Water Plant 350 Commerce Blvd Oldsmar, FL 34677

Contractor: Austin Construction Group, Inc.
Contract Number: 24-J-01282
Contract Name: Austin Construction CoT Multi-Services - Option 1

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
9	230529001178	8" Standard Duty Clevis Pipe Hanger Assembly	Install	24.00	$124.27	EA	1.2500	$3,728.10

No Change ***History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted***

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Owner Comments: *V:1.2-ok*

User Note: Hanger

Item Note: Includes hanger, rod, nuts, washers and clamp.

Total:	**$3,728.10**
Division 23 Heating, Ventilating, and Air-Conditioning (HVAC) Total:	**$3,728.10**

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
10	230529001208	1-1/4" x 1-3/4" x 1-3/4" Structural Zee For Hanger Devices	Install	200.00	$10.33	LF	1.2500	$2,582.50

No Change ***History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted***

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Owner Comments: *V:1.2-ok*

User Note: Hanger strap for main duct

Total:	**$2,582.50**
Division 23 Heating, Ventilating, and Air-Conditioning (HVAC) Total:	**$2,582.50**

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
11	230923530456	Pneumatic Thermostat (Honeywell TP970B2182)	Install	2.00	$288.71	EA	1.2500	$721.78

No Change ***History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted***

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Owner Comments: *V:1.2-ok*

Total:	**$721.78**
Division 23 Heating, Ventilating, and Air-Conditioning (HVAC) Total:	**$721.78**

** Includes Price Changes due to Construction Task Catalog update*

Price Proposal Detail Report

By Division
Version: Working Version

Proposal Value: $162,886.44
Approved Date:

Catalog: August 2024 - City of Tampa - Multi-Services

Job Order: OLDS-26-ACG-0002

Job Order Name: Reverse Osmosis Plant HVAC System

Location: 0006-City of Oldsmar Building / Water Plant 350 Commerce Blvd Oldsmar, FL 34677

Contractor: Austin Construction Group, Inc.
Contract Number: 24-J-01282
Contract Name: Austin Construction CoT Multi-Services - Option 1

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
12	232129000003	1/40 HP, 300 GPH (Max) Automatic Shallow Pan Condensate Pump (Little Giant 2-ABS)	Install	2.00	$218.55	EA	1.2500	$546.38

No Change ***History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted***

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Owner Comments: *V:1.2-ok*

Total: $546.38

Division 23 Heating, Ventilating, and Air-Conditioning (HVAC) Total: $546.38

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
13	233113160077	6" Diameter, 26 Gauge, Seal Class C, Slip Joint, Galvanized, Spiral Duct	Install	24.00	$11.44	LF	1.2500	$343.20

No Change ***History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted***

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Owner Comments: *V:1.2-ok*

User Note: Fresh air duct

Total: $343.20

Division 23 Heating, Ventilating, and Air-Conditioning (HVAC) Total: $343.20

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
14	233116130003	1-1/2" Glass Fiber Duct Board (EI-800)	Install	1,500.00	$8.25	SF	1.2500	$15,468.75

No Change ***History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted***

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Owner Comments: *V:1.2-ok*

User Note: Main ductwork for supply/return for both units

Total: $15,468.75

Division 23 Heating, Ventilating, and Air-Conditioning (HVAC) Total: $15,468.75

** Includes Price Changes due to Construction Task Catalog update*

Price Proposal Detail Report

By Division
Version: Working Version

Proposal Value: $162,886.44
Approved Date:

Catalog: August 2024 - City of Tampa - Multi-Services

Job Order: OLDS-26-ACG-0002

Job Order Name: Reverse Osmosis Plant HVAC System

Location: 0006-City of Oldsmar Building / Water Plant 350 Commerce Blvd Oldsmar, FL 34677

Contractor: Austin Construction Group, Inc.
Contract Number: 24-J-01282
Contract Name: Austin Construction CoT Multi-Services - Option 1

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
15	233116160006	6" Fiber Reinforced Plastic Duct	Install	76.00	$32.95	LF	1.2500	$3,130.25
No Change		***History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted***	**Demo:**	76.00	$5.84	LF	1.2500	$554.80

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Owner Comments: *V:1.2-ok*

User Note: Flex duct to diffuser

Total: $3,685.05

Division 23 Heating, Ventilating, and Air-Conditioning (HVAC) Total: $3,685.05

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
16	233116160007	8" Fiber Reinforced Plastic Duct	Install	112.00	$42.02	LF	1.2500	$5,882.80
No Change		***History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted***	**Demo:**	112.00	$7.32	LF	1.2500	$1,024.80

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Owner Comments: *V:1.2-ok*

User Note: Flex duct to diffuser

Total: $6,907.60

Division 23 Heating, Ventilating, and Air-Conditioning (HVAC) Total: $6,907.60

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
17	233116160195	6" Fiber Reinforced Plastic Damper	Install	6.00	$603.63	EA	1.2500	$4,527.23
No Change		***History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted***						

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Owner Comments: *V:1.2-ok*

User Note: Damper for drop

Total: $4,527.23

Division 23 Heating, Ventilating, and Air-Conditioning (HVAC) Total: $4,527.23

** Includes Price Changes due to Construction Task Catalog update*

Price Proposal Detail Report

By Division
Version: Working Version

Proposal Value: $162,886.44
Approved Date:

Catalog: August 2024 - City of Tampa - Multi-Services

Job Order: OLDS-26-ACG-0002

Job Order Name: Reverse Osmosis Plant HVAC System

Location: 0006-City of Oldsmar Building / Water Plant 350 Commerce Blvd Oldsmar, FL 34677

Contractor: Austin Construction Group, Inc.
Contract Number: 24-J-01282
Contract Name: Austin Construction CoT Multi-Services - Option 1

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
18	233116160196	8" Fiber Reinforced Plastic Damper	Install	16.00	$704.32	EA	1.2500	$14,086.40

No Change ***History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted***

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Owner Comments: *V:1.2-ok*

User Note: Damper for drop

Total: $14,086.40

Division 23 Heating, Ventilating, and Air-Conditioning (HVAC) Total: $14,086.40

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
19	233723130002	8" x 8" Throat, Galvanized Steel, Gravity Intake/Relief Ventilator Hood (Greenheck FGI)	Install	2.00	$1,165.38	EA	1.2500	$2,913.45

No Change ***History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted***

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Owner Comments: *V:1.2-ok*

User Note: Outside air intake/damper for outside air to each air handler

Total: $2,913.45

Division 23 Heating, Ventilating, and Air-Conditioning (HVAC) Total: $2,913.45

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
20	233723130005	8" x 24" Throat, Galvanized Steel, Gravity Intake/Relief Ventilator Hood (Greenheck FGI)	Install	1.00	$1,626.17	EA	1.2500	$2,032.71

No Change ***History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted***

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Owner Comments: *V:1.2-ok*

User Note: Repair/replace existing restroom exhaust fan system

Total: $2,032.71

Division 23 Heating, Ventilating, and Air-Conditioning (HVAC) Total: $2,032.71

** Includes Price Changes due to Construction Task Catalog update*

Price Proposal Detail Report

By Division
Version: Working Version

Proposal Value: $162,886.44
Approved Date:

Catalog: August 2024 - City of Tampa - Multi-Services

Job Order: OLDS-26-ACG-0002

Job Order Name: Reverse Osmosis Plant HVAC System

Location: 0006-City of Oldsmar Building / Water Plant 350 Commerce Blvd Oldsmar, FL 34677

Contractor: Austin Construction Group, Inc.
Contract Number: 24-J-01282
Contract Name: Austin Construction CoT Multi-Services - Option 1

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
21	235413000013	7 KW Heating Coil For Air Handler/Electric Furnace	Install	2.00	$186.00	EA	1.2500	$465.00

No Change ***History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted***

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Owner Comments: *V:1.2-ok*

User Note: heat strip

Total: $465.00

Division 23 Heating, Ventilating, and Air-Conditioning (HVAC) Total: $465.00

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
22	236313000004	10 Ton Air-Cooled Condensing Unit With Compressor, Condenser, Fan And Motor	Install	0.00	$10,877.93	EA	1.2500	$0.00
			Demo:	1.00	$516.65	EA	1.2500	$645.81

No Change ***History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted***

Includes Labor No **Includes Equipment No** **Includes Materials No**

Owner Comments: *V:1.2-ok*

User Note: Removal of existing 10 ton condensing unit outside

Total: $645.81

Division 23 Heating, Ventilating, and Air-Conditioning (HVAC) Total: $645.81

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
23	237313000010	2,000 CFM Single Zone Air Handling Unit, Built-Up, Constant Volume, Horizontal / Vertical, Draw-Through Fan	Install	2.00	$9,107.49	EA	1.2500	$22,768.73

No Change ***History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted***

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Owner Comments: *V:1.2-ok*

User Note: 5-ton air handler - Mounted ceiling in 1st floor

Total: $22,768.73

Division 23 Heating, Ventilating, and Air-Conditioning (HVAC) Total: $22,768.73

** Includes Price Changes due to Construction Task Catalog update*

Price Proposal Detail Report

By Division
Version: Working Version

Proposal Value: $162,886.44
Approved Date:

Catalog: August 2024 - City of Tampa - Multi-Services

Job Order: OLDS-26-ACG-0002

Job Order Name: Reverse Osmosis Plant HVAC System

Location: 0006-City of Oldsmar Building / Water Plant 350 Commerce Blvd Oldsmar, FL 34677

Contractor: Austin Construction Group, Inc.
Contract Number: 24-J-01282
Contract Name: Austin Construction CoT Multi-Services - Option 1

Record #	CSI Number	Description		Type	Quantity	Unit Price	UOM	Factor	Line Total
24	237313000010	For Flat Filter Box And Throwaway Filters, Add	MOD: 0199	Install	2.00	$869.31	EA	1.2500	$2,173.28

No Change *History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted*

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: $2,173.28

Division 23 Heating, Ventilating, and Air-Conditioning (HVAC) Total: $2,173.28

Record #	CSI Number	Description		Type	Quantity	Unit Price	UOM	Factor	Line Total
25	237313000010	For Electric Heating Coil, Add	MOD: 0204	Install	2.00	$3,808.34	EA	1.2500	$9,520.85

No Change *History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted*

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: $9,520.85

Division 23 Heating, Ventilating, and Air-Conditioning (HVAC) Total: $9,520.85

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
26	238116000035	Aluminum Air Conditioner Unit Frame And Bracket Assembly	Install	2.00	$577.93	SET	1.2500	$1,444.83

No Change *History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted*

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Owner Comments: *V:1.2-ok*

User Note: Condensing unit stands

Total: $1,444.83

Division 23 Heating, Ventilating, and Air-Conditioning (HVAC) Total: $1,444.83

** Includes Price Changes due to Construction Task Catalog update*

Price Proposal Detail Report

By Division
Version: Working Version

Proposal Value: $162,886.44
Approved Date:

Catalog: August 2024 - City of Tampa - Multi-Services

Job Order: OLDS-26-ACG-0002

Job Order Name: Reverse Osmosis Plant HVAC System

Location: 0006-City of Oldsmar Building / Water Plant 350 Commerce Blvd Oldsmar, FL 34677

Contractor: Austin Construction Group, Inc.
Contract Number: 24-J-01282
Contract Name: Austin Construction CoT Multi-Services - Option 1

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
27	238126130042	6" 90 Degree Long Radius Elbow, Rigid Polyvinyl Chloride (PVC) Line Set Covers	Install	4.00	$141.86	EA	1.2500	$709.30

Accepted ***History: WV Accepted,1.1 Added,1.2 Accepted,1.3 Modified***

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Owner Comments: *V:1.2-ok*

Total:	**$709.30**
Division 23 Heating, Ventilating, and Air-Conditioning (HVAC) Total:	**$709.30**

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
28	238126130048	6" Wall Penetration Cover, Rigid Polyvinyl Chloride (PVC) Line Set Covers	Install	4.00	$122.44	EA	1.2500	$612.20

Accepted ***History: WV Accepted,1.1 Added,1.2 Accepted,1.3 Modified***

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Owner Comments: *V:1.2-ok*

User Note: Copper line cover

Total:	**$612.20**
Division 23 Heating, Ventilating, and Air-Conditioning (HVAC) Total:	**$612.20**

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
29	238126130064	3/4" ID Condensate Drain Line	Install	60.00	$3.19	LF	1.2500	$239.25

No Change ***History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted***

Includes Labor Yes **Includes Equipment No** **Includes Materials Yes**

Owner Comments: *V:1.2-ok*

Total:	**$239.25**
Division 23 Heating, Ventilating, and Air-Conditioning (HVAC) Total:	**$239.25**

** Includes Price Changes due to Construction Task Catalog update*

Price Proposal Detail Report

By Division
Version: Working Version

Proposal Value: $162,886.44
Approved Date:

Catalog: August 2024 - City of Tampa - Multi-Services

Job Order: OLDS-26-ACG-0002

Job Order Name: Reverse Osmosis Plant HVAC System

Location: 0006-City of Oldsmar Building / Water Plant 350 Commerce Blvd Oldsmar, FL 34677

Contractor: Austin Construction Group, Inc.
Contract Number: 24-J-01282
Contract Name: Austin Construction CoT Multi-Services - Option 1

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
30	238149000008	5 Ton, 14 SEER, Outdoor Heat Pump Unit	Install	2.00	$6,699.37	EA	1.2500	$16,748.43

No Change ***History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted***

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Owner Comments: *V:1.2-ok*

User Note: Condensing unit - exterior

Item Note: Precharged with refrigerant capable of charging the system with a 20' length of piping.

Total: $16,748.43

Division 23 Heating, Ventilating, and Air-Conditioning (HVAC) Total: $16,748.43

Record #	CSI Number	Description		Type	Quantity	Unit Price	UOM	Factor	Line Total
31	238149000008	For 15 SEER, Add	MOD: 0170	Install	2.00	$1,121.16	EA	1.2500	$2,802.90

No Change ***History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted***

Includes Labor No **Includes Equipment No** **Includes Materials Yes**

Total: $2,802.90

Division 23 Heating, Ventilating, and Air-Conditioning (HVAC) Total: $2,802.90

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
32	238149000019	5 Ton Indoor Section Split Heat Pump Packaged Unit, Horizontal Upflow With 10 KW Electric Heat	Install	0.00	$2,138.34	EA	1.2500	$0.00
			Demo:	2.00	$128.95	EA	1.2500	$322.38

No Change ***History: WV No Change,1.1 Added,1.2 Accepted,1.3 Accepted***

Includes Labor No **Includes Equipment No** **Includes Materials No**

Owner Comments: *V:1.2-ok*

User Note: Remove of existing indoor unit

Total: $322.38

Division 23 Heating, Ventilating, and Air-Conditioning (HVAC) Total: $322.38

** Includes Price Changes due to Construction Task Catalog update*

Price Proposal Detail Report

By Division
Version: Working Version

Proposal Value: $162,886.44
Approved Date:

Catalog: August 2024 - City of Tampa - Multi-Services

Job Order: OLDS-26-ACG-0002

Job Order Name: Reverse Osmosis Plant HVAC System

Location: 0006-City of Oldsmar Building / Water Plant 350 Commerce Blvd Oldsmar, FL 34677

Contractor: Austin Construction Group, Inc.
Contract Number: 24-J-01282
Contract Name: Austin Construction CoT Multi-Services - Option 1

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
33	238149000047	11,900 BTU Cooling, 13,600 BTU Heating, 16 SEER, Ceiling Recessed Ductless Split System Heat Pumps	Install	2.00	$3,370.35	EA	1.2500	$8,425.88

Accepted ***History: WV Accepted,1.1 Added,1.2 Accepted,1.3 Modified***

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Owner Comments: *V:1.2-ok*

Contractor Comments: *V:1.3-Revised Quantity*

User Note: Mini split unit for IT room (first and second floor)

Item Note: Includes indoor unit, outdoor unit, wireless thermostat and refrigerant charge.

Total:	**$8,425.88**
Division 23 Heating, Ventilating, and Air-Conditioning (HVAC) Total:	**$8,425.88**

26 Electrical **$26,568.11**

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
34	260519160497	3 Conductors, #8 AWG, Type MC, Solid Or Stranded, Galvanized Steel Armored Cable	Install	1.20	$6,572.50	MLF	1.2500	$9,858.75

Accepted ***History: WV Accepted,1.1 Added,1.2 Accepted,1.3 Modified***

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Owner Comments: *V:1.2-ok*

Total:	**$9,858.75**
Division 26 Electrical Total:	**$9,858.75**

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
35	260519160498	3 Conductors, #6 AWG, Type MC, Solid Or Stranded, Galvanized Steel Armored Cable	Install	1.20	$7,992.52	MLF	1.2500	$11,988.78

Accepted ***History: WV Accepted,1.1 Added,1.2 Accepted,1.3 Modified***

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Owner Comments: *V:1.2-ok*

Total:	**$11,988.78**
Division 26 Electrical Total:	**$11,988.78**

** Includes Price Changes due to Construction Task Catalog update*

Price Proposal Detail Report

By Division
Version: Working Version

Proposal Value: $162,886.44
Approved Date:

Catalog: August 2024 - City of Tampa - Multi-Services

Job Order: OLDS-26-ACG-0002

Job Order Name: Reverse Osmosis Plant HVAC System

Location: 0006-City of Oldsmar Building / Water Plant 350 Commerce Blvd Oldsmar, FL 34677

Contractor: Austin Construction Group, Inc.
Contract Number: 24-J-01282
Contract Name: Austin Construction CoT Multi-Services - Option 1

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
36	262419000802	30 Amperes Switch Rating, Fusible Disconnect Switch With 30 Amperes Fuse Clips	Install	6.00	$575.64	EA	1.2500	$4,317.30

Accepted ***History: WV Accepted,1.1 Added,1.2 Accepted,1.3 Modified***

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Owner Comments: *V:1.2-ok*

User Note: AC air handler and condensing unit disconnects

Total: $4,317.30

Division 26 Electrical Total: $4,317.30

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
37	263353000072	2 Pole, 15 To 40 Amperes, GE Plug-In Breakers For UPS Distribution Panel	Install	6.00	$53.77	EA	1.2500	$403.28

Accepted ***History: WV Accepted,1.1 Added,1.2 Accepted,1.3 Modified***

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Owner Comments: *V:1.2-ok*

User Note: Disconnect breakers & mini split

Total: $403.28

Division 26 Electrical Total: $403.28

Proposal Total: $162,886.44

Div **The Percentage of Non Pre-Priced on this Proposal: 0.0%**

** Includes Price Changes due to Construction Task Catalog update*

Purchasing/MTH/IVR/JE

RESOLUTION NO. 2025 - 691

A RESOLUTION APPROVING THE RENEWAL OF AGREEMENTS BETWEEN THE CITY OF TAMPA AND AUSTIN CONSTRUCTION GROUP, INC., CALADESI CONSTRUCTION AND DEVELOPMENT, INC., COMMERCIAL INTERIORS, INC. DBA CII CONTRACTING, ENVISION-CS, INC., FHP TECTONICS CORP., GEORGE G. SOLAR & CO., INC., GIBRALTAR CONSTRUCTION CO., INC., AND JOHNSON-LAUX CONSTRUCTION, LLC FOR THE PROVISION OF JOB ORDER CONTRACTING FOR MULTI-SERVICES IN THE ESTIMATED AMOUNT OF $2,000,000 PER AGREEMENT FOR THE ESTIMATED TOTAL AMOUNT OF $16,000,000 FOR USE BY VARIOUS DEPARTMENTS; AUTHORIZING THE MAYOR TO EXECUTE SAID AMENDMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority contained in Resolution No. 2024-709, passed and adopted by the City Council of the City of Tampa on August 1, 2024, the City of Tampa entered into Agreements for the provision of Job Order Contracting for Multi-Services with Austin Construction Group, Inc., Caladesi Construction Co., Commercial Interiors, Inc. dba CII Contracting, Envision-CS, Inc., FHP Tectonics Corp., George G. Solar & Co., Inc., Gibraltar Construction Co., Inc., and Johnson-Laux Construction, LLC; and

WHEREAS, pursuant to the authority contained in Resolution No. 2025-613, passed and adopted by the City Council of the City of Tampa on July 17, 2025, the Agreement with Caladesi Construction Co. was assigned to Caladesi Construction and Development, Inc.; and

WHEREAS, the City of Tampa desires to renew the Agreements to continue Job Order Contracting for Multi-Services under the same terms and conditions as contained therein when mutually agreeable to the parties, and the parties have mutually agreed to such extension without a price increase.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA:

Section 1. That, pursuant to Resolution No. 2024-709, passed and adopted by the City Council on August 1, 2024, the City of Tampa is renewing the Agreements with Austin Construction Group, Inc., Caladesi Construction and Development, Inc., Commercial

Interiors, Inc. dba CII Contracting, Envision-CS, Inc., FHP Tectonics Corp., George G. Solar & Co., Inc., Gibraltar Construction Co., Inc., and Johnson-Laux Construction, LLC for an additional one-year term commencing at 12:01 a.m., August 1, 2025, and expiring at 12:00 midnight, July 31, 2026 upon the same terms and conditions as contained in the original Agreements.

Section 2. This Resolution renews the Agreements between the City and Austin Construction Group, Inc., Caladesi Construction and Development, Inc., Commercial Interiors, Inc. dba CII Contracting, Envision-CS, Inc., FHP Tectonics Corp., George G. Solar & Co., Inc., Gibraltar Construction Co., Inc., and Johnson-Laux Construction, LLC for the provision of Job Order Contracting for Multi-Services in the estimated amount of $2,000,000 for each Agreement, for an estimated total amount of $16,000,000 over a 12-month term, subject to annual appropriation, and shall be controlled by requisition.

Section 3. That the proper officers of the City of Tampa are hereby authorized to do all things necessary and proper in order to carry out the terms and conditions of this Resolution which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON

JUL 3 1 2025.

CHAIR/CHAIR PRO-TEM
TAMPA CITY COUNCIL

ATTEST:

CITY CLERK/~~DEPUTY CITY CLERK~~

APPROVE AS TO FORM:

e/s
Marcella Hamilton
Senior Assistant City Attorney II

990

Bid

PURCHASING/MTH/KH

30

RESOLUTION NO. 2022- _____

A RESOLUTION APPROVING THE RENEWAL OF AN AGREEMENT BETWEEN THE CITY OF TAMPA AND AUSTIN CONSTRUCTION GROUP, INC., WITH A 1.0755.% PRICE ESCALATION, FOR THE PROVISION OF JOB ORDER CONTRACTING SERVICES FOR CIVIL SITE WORK IN THE ESTIMATED AMOUNT OF $1,000,000 FOR USE BY VARIOUS DEPARTMENTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tampa, Florida, by authority contained in Resolution No. 2020-124, passed and adopted by City Council on February 6, 2020 entered into an Agreement with Austin Construction Group, Inc. for the provision of Job Order Contracting Services for Civil Site Work for use by various Departments; and

WHEREAS, the period of said Agreement was extended for a one-year period by authority contained in Resolution No. 2021-196, passed and adopted by the City Council of the City of Tampa on March 4, 2021 and

WHEREAS, pursuant to the escalation/de-escalation clause, Austin Construction Group, Inc. has increased their price for Job Order Contracting Services for Civil Site Work as provided for in the proposal documents; and

WHEREAS, said Agreement is for a one (1) year term but allows for renewal under the same terms and conditions as contained therein when mutually agreeable to the parties, and the parties mutually desire to renew said Agreement for an additional one-year term commencing as of 12:01 a.m., February 6, 2022.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA

Section 1. That, pursuant to Resolution No. 2020-124, passed and adopted by the City Council on February 6, 2020, the City of Tampa is renewing an Agreement with Austin Construction Group, Inc. for an additional one-year period, commencing at 12:01 a.m., February 6, 2022 and expiring at 12:00 midnight, February 5, 2023 upon the same terms and conditions as contained in the original Agreement.

Section 2. This will provide $666,667 in FY2022 and $333,333 in FY2023, subject to annual appropriation for the provision of Job Order Contracting Services for Civil Site Work for use by various Departments and shall be controlled by requisition.

Section 3. That the proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON JAN 13 2022

CHAIR/CHAIR PRO-TEM
TAMPA CITY COUNCIL

ATTEST: _____
CITY CLERK/~~DEPUTY CITY CLERK~~

APPROVED AS TO FORM:
e/s _____
MARCELLA T. HAMILTON
ASSISTANT CITY ATTORNEY

F22-72245

Bid Pgmt

PURCHASING/MTH/JB/AGG

RESOLUTION NO. 2021- 196

A RESOLUTION APPROVING THE RENEWAL OF AN AGREEMENT BETWEEN THE CITY OF TAMPA AND AUSTIN CONSTRUCTION GROUP, INC., WITHOUT A PRICE ESCALATION, FOR THE PROVISION OF JOB ORDER CONTRACTING SERVICES FOR CIVIL SITE WORK IN THE ESTIMATED AMOUNT OF $1,000,000 FOR USE BY VARIOUS DEPARTMENTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tampa, Florida, by authority contained in Resolution No. 2020-124, passed and adopted by City Council on February 6, 2020 entered into an Agreement with Austin Construction Group, Inc., for the provision of Job Order Contracting Services for Civil Site Work for use by various Departments; and

WHEREAS, said Agreement is for a one (1) year term but allows for renewal under the same terms and conditions as contained therein when mutually agreeable to the parties, and the parties mutually desire to renew said Agreement for an additional one-year term commencing as of 12:01 a.m., February 6, 2021.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA

Section 1. That, pursuant to Resolution No. 2020-124, passed and adopted by the City Council on February 6, 2020, the City of Tampa is renewing an Agreement with Austin Construction Group, Inc. for an additional one-year period, commencing at 12:01 a.m., February 6, 2021 and expiring at 12:00 midnight, February 5, 2022 upon the same terms and conditions as contained in the original Agreement.

Section 2. This will provide $1,000,000 in FY2021 for the provision of Job Order Contracting Services for Civil Site Work for use by various Departments and shall be controlled by requisition.

Section 3. That the proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON MAR 0 4 2021 MAKING THE RENEWAL OF SAID AGREEMENT EFFECTIVE NUNC PRO TUNC AS OF 12:01 A.M., FEBRUARY 6, 2021.

CHAIR/CHAIR PRO-TEM CITY COUNCIL

ATTEST:

CITY CLERK/DEPUTY CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY
BY MARCELLA T. HAMILTON, ASSISTANT CITY ATTORNEY

912

F21-66808

Agmt

PURCHASING/MTH/JB/LW

RESOLUTION NO. 2020- 124

A RESOLUTION APPROVING AGREEMENTS BETWEEN THE CITY OF TAMPA AND THE ENTITIES PCL CONSTRUCTION, INC., AUSTIN CONSTRUCTION GROUP, INC. AND JOHNSON-LAUX CONSTRUCTION, LLC FOR THE PROVISION OF JOB ORDER CONTRACTING SERVICES FOR CIVIL SITE WORK IN THE ESTIMATED AMOUNT OF $1,000,000 PER AGREEMENT FOR THE ESTIMATED TOTAL AMOUNT OF $3,000,000 FOR USE BY VARIOUS DEPARTMENTS; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENTS; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:

Section 1. That the Agreements between the City of Tampa and the entities PCL Construction, Inc., Austin Construction Group Inc. and Johnson-Laux Construction, LLC, copies of which are attached hereto and made part hereof, are authorized and approved in their entireties or in forms substantially similar thereof. The term of each Agreement shall be for a one-year period, and may be renewed on the same terms and conditions for four additional one-year periods.

Section 2. This will provide $2,000,000 in FY2020 controlled by requisition and $1,000,000 in FY2021 subject to annual appropriation for the provision of Job Order Contracting Services for Civil Site Work for use by various departments within various funds.

Section 3. That the Mayor of the City of Tampa is authorized and empowered to execute said Agreements, and the City Clerk to attest and affix the official seal of the City of Tampa to, said Agreements on behalf of the City.

Section 4. That the proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON FEB 06 2020

CHAIR/CHAIR PRO-TEM CITY COUNCIL

ATTEST:

CITY CLERK/~~DEPUTY CITY CLERK~~

APPROVED AS TO LEGAL SUFFICIENCY
BY MARCELLA T. HAMILTON, ASSISTANT CITY ATTORNEY

X2020 912

AGREEMENT

JOB ORDER CONTRACTING SERVICES FOR CIVIL SITE WORK

THIS AGREEMENT made and entered into at Tampa, Florida, this 6th of February 2020, by and between the CITY OF TAMPA, a municipal corporation organized and existing under the Laws of the State of Florida, hereinafter referred to as "CITY", whose address is the Municipal Office Building being at 306 East Jackson Street, 2E, Tampa, Florida 33602 and Austin Construction Group, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as "CONTRACTOR", whose address is 1302 N 23rd Street, Tampa, FL 33605.

WITNESSETH:

The CONTRACTOR shall perform JOB ORDER CONTRACTING SERVICES FOR CIVIL SITE WORK, all work and services described in the Contract Documents. The Contract is an indefinite-quantity Contract. The Maximum Contract Term Value that may be ordered is: $1,000,000.

The Maximum Contract Total Value is: $5,000,000.00.

The Contract Term shall be for one (1) year from the effective date of the award, and may, by mutual written Contract, be renewed at the same terms and conditions for four (4) additional one-year periods or when Job Orders equal the Maximum Contract Term Value, whichever occurs first.

The CITY shall pay the CONTRACTOR the Job Order Amount for each Job Order issued in accordance with all terms and requirements contained in the Contract Documents, and for and in consideration of such sums, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

1. THE CONTRACTOR AGREES:

   A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under Request for Proposals (RFP) for Job Order Contracting Services for Civil Site Work, RFP No: 42110619, in Tampa, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents.

   B. To commence Work under this Agreement with an adequate force and equipment upon receipt of written notice from the CITY to proceed hereunder, and to fully complete all necessary Work under the same for each Job Order issued to fully complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Amount. Time of performance and completion of the work of this Contract is of the essence. All Job Orders issued during a term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Contract apply to each Job Order.

   C. That upon failure to complete all Work within the time provided for above, the Contractor shall pay to the CITY such sums as shall be determined in accordance with the Liquidated Damages provision of this Agreement, if such Liquidated Damages are deemed applicable and set forth in the Job Order(s) and the payment of such sum shall be secured as provided for therein.

   D. That the CONTRACTOR and each subcontractor shall furnish to the CITY, upon demand, a certified copy of the payroll covering Work under this Agreement, together with such other information as may be required by the CITY to ensure compliance with the law and the provisions of this Agreement.

   E. To procure all insurance as required by the Request for Proposals.

   F. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the CITY as expressly set forth in the Job Order(s) of the Contract Documents. Notwithstanding

the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

G. To permit any representative(s) of the CITY, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off the Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the CITY's Design Professional/Engineer/City Departmental Project Manager, for the conducting of such inspections and tests as it may require.

H. Unless otherwise provided in the Scope of Services, General Conditions, Standards Guidelines, Specifications, and other provisions of the Contract Documents, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds. vandalism, or other causes, until final completion and acceptance by the CITY and notwithstanding the fact that partial payments may have been made during construction.

I. No subcontract or transfer of Agreement shall in any case release either the CONTRACTOR or its surety of any liability under the Agreement and bonds. The CITY reserves the right to reject any subcontractors or equipment.

J. CONTRACTOR releases and agrees to defend, indemnify and hold harmless the CITY, its officers, elected and appointed officials, employees, and/or agents (collectively, "City Indemnified Parties") from and against any and all losses, liabilities, damages, penalties, settlements, judgments, charges, or costs (including without limitation attorneys' fees, professional fees, or other expenses) of every kind and character arising out of any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character, caused by or resulting from, directly or indirectly, in whole or in part, any act, negligence, recklessness, wrongful misconduct, omission or other conduct of CONTRACTOR or any tier of subcontractor/subconsultant/ supplier, agent, employee, or anyone for whom CONTRACTOR may be liable, in connection with, arising directly or indirectly out of the execution or performance of the obligations assumed under or incidental to the document to which this section/article/exhibit is incorporated (singularly or collectively "Claims"), unless such injuries or damages are the result of the sole negligence or willful acts or omissions of the City Indemnified Parties.

Without limiting the foregoing, any and all such Claims, including but not limited to personal injury, disease, sickness, death, damage to property, natural resources, or the environment (including destruction or loss of use, costs of hazardous or toxic substance cleanup and disposal), defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of common law, any applicable law, statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder and, to the extent required, the defined term "Claims". CONTRACTOR further agrees to investigate, handle, respond to, provide defense (including without limitation attorney fees, paralegal fees, and expert fees to and through appellate, supplemental, or bankruptcy proceedings) for and defend such Claims at its sole cost and expense through counsel approved in advance and in writing by the CITY and agrees to bear all other costs and expenses related thereto, even if the Claims are groundless, false, or fraudulent. CONTRACTOR shall advance or promptly reimburse to the CITY any and all costs and expenses incurred by a City Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the City Indemnified Party is entitled to indemnification hereunder. CONTRACTOR agrees and recognizes that the City Indemnified Parties shall not be held liable or responsible for Claims which may result from any actions or omissions of CONTRACTOR in which the City Indemnified Parties participated either through providing data, advice, review, and/or concurrence of CONTRACTOR's actions. In reviewing, approving, or rejecting any submissions by CONTRACTOR or other acts of CONTRACTOR, the City Indemnified Parties in no way assume or share any responsibility or liability of CONTRACTOR or any tier of subcontractor/subconsultant/supplier, under the document (hereinafter the "Agreement) to which this section is incorporated.

This obligation is absolute and unconditional and shall in no way be limited by the amount or type of CONTRACTOR's insurance coverage, conditioned on any attempt by a City Indemnified Party to collect from an insurer, or subject to any set-off, defense, deduction, or counterclaim that the CONTRACTOR might have against the City Indemnified Party. The duty to defend hereunder is independent and separate from

the duty to indemnify which shall exist regardless of any ultimate liability of CONTRACTOR or any City Indemnified Party, and shall arise immediately upon presentation of a Claim and written notice of same being provided to CONTRACTOR. CONTRACTOR's defense and indemnity obligations hereunder will survive the Agreement's expiration or earlier termination. In the event the law is construed to require a specific consideration for this indemnification, the parties agree that the sum of $10.00, receipt of which is hereby acknowledged, is the specific consideration for same and the providing of such indemnification is deemed to be part of the specifications with respect to the services provided by CONTRACTOR.

Specifically, where the Agreement is a professional services contract with a design professional as defined in Section 725.08, Florida Statutes, this Section shall be limited to Section 725.08. Further, where the Agreement is a construction contract for a public agency or in connection with a public agency's project per Section 725.06, Florida Statutes, this Section shall be limited to said Section 725.06. Moreover, whenever there appears in the Agreement an indemnification within the purview of Section 725.06, Florida Statutes, the monetary limitation on the extent of the indemnification provided shall be $1 Million Dollars or a sum equal to the total contract price, service cost, or project value whichever is greater.

NOTWITHSTANDING ANYTHING IN THE FOREGOING TO THE CONTRARY, the parties agree that to the extent this Section is found to be in conflict with any provisions of Florida law, it shall be deemed automatically modified in such a manner as to be in full and complete compliance with all such laws, including containing such limiting conditions or limitations of liability and/or not containing any unenforceable or prohibited term or terms, such that this indemnification shall be enforceable in accordance with and to the maximum extent permitted by Florida law.

The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Agreement.

CONTRACTOR shall submit invoices for payment due as provided herein with such documentation as required by CITY and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq,* Florida Statutes, "The Local Government Prompt Payment Act.' Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
City of Tampa
PO BOX 2000
Tampa, FL 33602

Each invoice shall include, at a minimum, the CONTRACTOR's name, contact information and the standard purchase order number, DMI Sub-(Contractors/Consultants/ Suppliers) Payment Form (Form MBD-30) and the Section entitled Invoicing in the RFP. The CITY may dispute any payments invoiced by CONTRACTOR in accordance with the CITY's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the CITY's Dispute Resolution Process, Executive Order No. 2003-1.

Local, State, and Federal Compliance Requirements: The laws of the State of Florida apply to any purchase made under this Agreement. CONTRACTOR shall comply with all local, state, and federal directives, orders, rules, regulations, ordinances, statutes and laws as applicable to this Agreement.

2. THE CITY AGREES:

A. To pay to the CONTRACTOR the Agreement Amount herein above specified, as follows:

The Job Order Amount shall be calculated using the applicable quantities. Unit Prices published in the Construction Task Catalog-and the following Adjustment Factors:

	Adjustment Factor Name	Adjustment Factor Proposed	X Multiplier	= Total
1.	Adjustment Factor for Normal Working Hours	1.1500	X 0.50	=0.5750
2.	Adjustment Factor for Other Than Normal Working Hours	1.1800	X 0.30	=0.3540
3.	Adjustment Factor for Non Pre-priced Tasks	1.1000	X 0.10	=0.1100
4.	Adjustment Factor for FEMA Related Tasks	1.1500	X 0.05	=0.0575
5.	Adjustment Factor for FHWA Tasks	1.1500	X 0.05	=0.0575
6.	Add all the Total amounts in the right columns. The Sum of these total amounts is the Award Criteria Figure			=1.1540

B. If progress satisfactory to the CITY is being made by the CONTRACTOR, the CONTRACTOR will receive partial payments on individual Job Orders as the work progresses, where deemed applicable and as set forth in the Contract Documents based upon estimates of the amount of work done less payments previously made. Neither progress payment nor partial or entire use or occupancy of the Project by the CITY shall constitute an acceptance of work not in accordance with the Contract Documents. The CITY, prior to making of any payment, may require the CONTRACTOR to furnish a certificate or other evidence showing the amount of work done or completed at that time.

3. IT IS MUTUALLY AGREED:

A. The Detailed Scope(s) of Work, and not the Job Order Proposal(s), shall govern the CONTRACTOR's obligations. The Job Order Amount shall be deemed a lump sum price to complete the Detailed Scope of Work under the Job Order.

B. That no change, alteration, or amendment to this Agreement shall be binding upon the CITY until it has been approved by the City of Tampa City Council and executed by the authorized representatives of the CONTRACTOR and the CITY.

C. The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement. The parties hereto submit to the exclusive jurisdiction and venue of the state and federal courts located in Hillsborough County, Florida.

D. The failure of the CITY to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.

E. Each of the parties hereto agrees and represents that this Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized. and that all negotiations. acts, Work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Agreement.

F. Whenever possible, each provision of this Contract shall be construed and interpreted so that it is valid, lawful, and enforceable under applicable law. If a provision of this Contract (or the application of it) is held by a court to be invalid, unlawful, or unenforceable under applicable law, that provision shall be deemed modified to the extent necessary to conform with applicable law or, if not modifiable, then it shall be deemed separable from the remaining provisions of this Contract and, in either event, the remaining provisions of this Contract shall remain unmodified and in full force and effect. The invalid, unlawful, or unenforceable provision shall not affect the validity, lawfulness, or interpretation of any other provision of this Contract. If any provision of this Contract is determined to be invalid, illegal, or unenforceable in any respect, the parties shall negotiate in good faith an amendment, modification, or supplement to this Contract, to the maximum extent practicable, to give effect to the intent of the parties

4. The documents comprising this Agreement, which shall be known as the "Contract Documents", include the entirety of CITY'S Request for Proposals for Job Order Contracting Services for Civil Site Work, RFP No. 42110619 pursuant to which this Agreement is awarded, including any addenda, CONTRACTOR's submittal thereto, Bid Bond, Public Construction Bond, Job Orders (including Detailed Scopes of Work and Requests for Proposals), the Notice of Award, Notices to Proceed, all plans and Drawings, and all provisions required by law to be inserted into the Contract, whether actually inserted or not.

5. On Page 9, RFP No. 42110619, Section I, Instructions to Proposers and Scope of Services, Subsection 6. Public Construction Bond is hereby amended by replacing the phrase "in a sum equal to $2,000,000" with the phrase "in a sum equal to $1,000,000".

6. **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 AWARD, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813/274-8351, COTPurchasingPRR@tampagov.net, AND MAILING ADDRESS OF PURCHASING DEPARTMENT, TAMPA MUNICIPAL OFFICE BUILDING, 2ND FLOOR, 306 E. JACKSON STREET, TAMPA, FL 33602.**

7. This Agreement shall be binding upon and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the CONTRACTOR.

8. All notices required under the terms of the Contract Documents shall be served by certified mail, return receipt requested. All documents and notices and other documents shall be sent to the parties at the following addresses:

To Austin Construction Group, Inc.:
1302 N 23rd Street
Tampa, FL 33605

To the CITY:
306 East Jackson Street, 2E
Tampa, Florida 33602

A copy of any notice provided pursuant to the terms of this contract shall also be provided to the Office of the City Attorney, 315 East Kennedy Boulevard, 5th Floor, Tampa, Florida 33602.

9. The parties may execute this Agreement in counterparts. Each executed counterpart of this Agreement shall constitute an original document. All executed counterparts, together, shall constitute the same agreement.

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

ATTEST:

(SEAL) CITY CLERK/~~DEPUTY CITY CLERK~~

CITY OF TAMPA

By: _____
JANE CASTOR, MAYOR

APPROVED AS TO FORM:

_____
MARCELLA T. HAMILTON
ASSISTANT CITY ATTORNEY

CONTRACTOR

Austin Construction Group, Inc.

BY: _____

ATTEST:

~~TYPE OR PRINT~~
SUSAN COATS
(SEAL) CORPORATE SECRETARY

BY: AUSTIN COATS

TITLE: PRES.
(Pres., V-Pres., Partner, Owner)
Corporation (X)
Partnership ( )
Individual ( )
LLC ( )
Incorporated in the State of FLORIDA

If business is individually owned, you must sign before two (2) witnesses:

WITNESS: _____

WITNESS: _____

If doing business under a fictitious name, you must submit a copy of your Certificate of Registration and a copy of the Legal Notice which appeared in a newspaper.

Purchasing/MTH/KH/BGJ

RESOLUTION NO. 2023 - 446

A RESOLUTION APPROVING AN AMENDMENT TO THE JOC PRODUCTS AND SERVICES AGREEMENT BETWEEN THE CITY OF TAMPA AND THE GORDIAN GROUP, INC. FOR THE PROVISION OF JOB ORDER CONTRACTING CONSULTING SERVICES FOR USE BY VARIOUS DEPARTMENTS; AUTHORIZING THE MAYOR TO EXECUTE SAID AMENDMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority contained in Resolution No. 2018-482, passed and adopted by the City Council of the City of Tampa on June 8, 2018, the City of Tampa entered into a JOC Products and Services Agreement (the "Agreement") with The Gordian Group, Inc. for the furnishing of Job Order Contracting Consulting Services; and

WHEREAS, pursuant to the authority contained in Resolution No. 2020-341, passed and adopted by the City Council of the City of Tampa on June 4, 2020, the period of said Agreement was extended for a one-year period; and

WHEREAS, pursuant to the authority contained in Resolution No. 2021-384, passed and adopted by the City Council of the City of Tampa on May 20, 2021, the period of said Agreement was extended for a one-year period; and

WHEREAS, pursuant to the authority contained in Resolution No. 2022-365, passed and adopted by the City Council of the City of Tampa on May 5, 2022, the period of said Agreement was extended for a one-year period; and

WHEREAS, the City of Tampa desires to amend the Agreement to continue Job Order Contracting Consulting Services on a renewable annual basis.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA:

Section 1. That the Amendment to the JOC Products and Services Agreement between the City of Tampa and The Gordian Group, Inc., a copy of which is attached hereto, in substantially the form of, and made part hereof, is hereby approved in its entirety.

Section 2. This Resolution approves an Amendment to the JOC Products and Services Agreement for between the City of Tampa and The Gordian Group, Inc. for the provision of Job Order Contracting Consulting Services for use by various departments within various funds and shall be controlled by requisition and subject to annual appropriation. Funds shall be payable upon the issuance of a Job Order, Notice-To-Proceed, Purchase Order or similar purchasing document from the City to the Job Order Contracting contractor.

Section 3. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official Seal of the City to said Amendment to the JOC Products and Services Agreement on behalf of the City.

Section 4. That the proper officers of the City of Tampa are hereby authorized to do all things necessary and proper in order to carry out the terms and conditions of this Resolution which shall take effect
immediately upon its adoption.

Section 5. That the City Clerk shall file a fully executed copy of the Amendment to the JOC Products and Services Agreement in the official records of the City of Tampa as maintained by the Office of the City Clerk.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON
MAY 04 2023.

CHAIR/CHAIR PRO-TEM
TAMPA CITY COUNCIL

ATTEST:
CITY CLERK/~~DEPUTY CITY CLERK~~

APPROVE AS TO FORM:

e/s
Marcella Hamilton
Senior Assistant City Attorney II

AMENDMENT TO THE JOC PRODUCTS AND SERVICES AGREEMENT

This Amendment to the JOC Products and Services Agreement (the "Amendment") is made this 4th day of May 2023 by and between the City of Tampa, whose address is 306 East Jackson Street 2E, Tampa, Florida 33602 ("City"), and The Gordian Group, Inc., whose address is 30 Patewood Drive, Suite 350, Greenville, South Carolina 29615 ("Gordian").

WHEREAS, pursuant to the authority contained in Resolution No. 2018-482, passed and adopted by the City Council of the City of Tampa on June 8, 2018, the City of Tampa entered into a JOC Products and Services Agreement (the "Agreement") with The Gordian Group, Inc. for the furnishing of Job Order Contracting Consulting Services; and

WHEREAS, pursuant to the authority contained in Resolution No. 2020-341 passed and adopted by the City Council of the City of Tampa on June 4, 2020, the period of said Agreement was extended for a one-year period; and

WHEREAS, pursuant to the authority contained in Resolution No. 2021-384 passed and adopted by the City Council of the City of Tampa on May 20, 2021, the period of said Agreement was extended for a one-year period; and

WHEREAS, pursuant to the authority contained in Resolution No. 2022-365 passed and adopted by the City Council of the City of Tampa on May 5, 2022, the period of said Agreement was extended for a one-year period; and

WHEREAS, the City and Gordian desire to amend the term of the Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Article I TERM of the Agreement is amended by adding a sentence at the end to read as follows:

   "City hereby retains Gordian as City's JOC Services provider for the term commencing on the date of this Agreement and expiring twenty-four (24) months thereafter, unless terminated or extended as provided for herein. This Agreement may be extended for three (3) additional periods of twelve (12) months each by the mutual written agreement of the parties. Thereafter, this Agreement shall automatically renew for successive renewal terms of twelve (12) months on the same terms and conditions unless either Party notifies the other in writing not less than sixty (60) days prior to the end of the then current renewal term of its intent not to renew the Agreement."

2. Except as amended by this Amendment to the JOC Products and Services Agreement, all of the terms, provisions and conditions of the Agreement are hereby ratified and confirmed by the City and Gordian and shall remain in full force and effect.

IN WITNESS WHEREOF, the City and Gordian have executed this Amendment to the JOC Products and Services Agreement on the day and year first written above.

CITY OF TAMPA:

By: Jane Castor
Jane Castor, Mayor

ATTEST:

Shirley Foxx-Knowles
(SEAL) City Clerk

CITY OF TAMPA, FLORIDA · ORGANIZED JULY 15, 1887 · MASCOTTE

THE GORDIAN GROUP, INC.

By: Ammon T. Lesher

Name: Ammon T. Lesher

Title: COO

APPROVED AS TO LEGAL SUFFICIENCY BY:

Marcella Hamilton
Marcella Hamilton
Senior Assistant City Attorney II

The execution of this document was authorized by Resolution No. 2023 – 446.

PURCHASING/MTH/KH/KS

365

RESOLUTION NO. 2022- _____

A RESOLUTION APPROVING THE RENEWAL OF AN AGREEMENT BETWEEN THE CITY OF TAMPA AND THE GORDIAN GROUP, INC. FOR THE PROVISION OF JOB ORDER CONTRACTING CONSULTING SERVICES FOR A PERCENTAGE OF PROJECT COSTS AS PROPOSED AND AGREED UPON FOR USE BY VARIOUS DEPARTMENTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tampa, Florida, by authority contained in Resolution No. 2018-482, passed and adopted by City Council on June 7, 2018, entered into an Agreement with the Gordian Group, Inc. for the provision of Job Order Contracting ("JOC") Consulting Services for use by various Departments; and

WHEREAS, the period of said Agreement was extended for a one-year period by authority contained in Resolution No. 2020-341 passed and adopted by the City Council of the City of Tampa on June 4, 2020; and

WHEREAS, the period of said Agreement was extended for a one-year period by authority contained in Resolution No. 2021-384 passed and adopted by the City Council of the City of Tampa on May 20, 2021: and

WHEREAS, said award provided for renewal under the same terms and conditions as contained therein, when mutually agreeable to the parties, and the parties have mutually agreed to such extension.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA:

Section 1. That, pursuant to Resolution No. 2018-482, passed and adopted by the City Council on June 7, 2018, the City of Tampa is renewing the Agreement with the Gordian Group, Inc. for an additional one-year period commencing at 12:01 am, June 7, 2022 and expiring at 12:00 midnight, June 6, 2023 upon the same terms and conditions as contained in the original Agreement.

Section 2. That funds for the provision of job order contracting consulting services for use by various department within various funds shall be controlled by requisition and subject to annual appropriation. Funds shall be payable upon the issuance of a Job Order, Notice-to-Proceed, Purchase Order or similar purchasing document from the City to the JOC contractor.

Section 3. That other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON MAY 05 2022

CHAIR/CHAIR PRO-TEM
TAMPA CITY COUNCIL

ATTEST: Shirley Foxx-Knowles

CITY CLERK/~~DEPUTY CITY CLERK~~
APPROVED AS TO FORM

e/s
BY MARCELLA T. HAMILTON
ASSISTANT CITY ATTORNEY

F22-74237

PURCHASING/MTH/JB/AGG

Bid

RESOLUTION NO. 2021- 384

A RESOLUTION APPROVING THE RENEWAL OF AN AGREEMENT BETWEEN THE CITY OF TAMPA AND THE GORDIAN GROUP, INC. FOR THE PROVISION OF JOB ORDER CONTRACTING CONSULTING SERVICES FOR A PERCENTAGE OF PROJECT COSTS AS PROPOSED AND AGREED UPON FOR USE BY VARIOUS DEPARTMENTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tampa, Florida, by authority contained in Resolution No. 2018-482 passed and adopted by City Council on June 7, 2018, entered into an Agreement with The Gordian Group, Inc. for the provision of Job Order Contracting ("JOC") Consulting Services for use by various Departments; and

WHEREAS, the period of said Agreement was extended for a one-year period by authority contained in Resolution No. 2020-341 passed and adopted by the City Council of the City of Tampa on June 4, 2020; and

WHEREAS, said Agreement provided for renewal under the same terms and conditions as contained therein when mutually agreeable to the parties, and the parties have mutually agreed to such extension.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:

Section 1. That, pursuant to Resolution No. 2018-482, passed and adopted by the City Council on June 7, 2018, the City of Tampa is renewing the Agreement with The Gordian Group, Inc. for an additional one-year period, commencing at 12:01 a.m., June 7, 2021 and expiring at 12:00 midnight, June 6, 2022 upon the same terms and conditions as contained in the original Agreement.

Section 2. That funds for the provision of job order contracting consulting services for use by various departments within various funds shall be controlled by requisition and subject to annual appropriation. Funds shall be payable upon the issuance of a Job Order, Notice-to-Proceed, Purchase Order or similar purchasing document from the City to the JOC contractor.

Section 3. That the proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON MAY 20 2021

CHAIR/CHAIR PRO-TEM CITY COUNCIL

ATTEST:

CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY
BY MARCELLA T. HAMILTON, ASSISTANT CITY ATTORNEY

F21-08601

Bid Agmt

PURCHASING/MTH/JB/AGG

RESOLUTION NO. 2020- 341

A RESOLUTION APPROVING THE RENEWAL OF AN AGREEMENT BETWEEN THE CITY OF TAMPA AND THE GORDIAN GROUP, INC. FOR THE PROVISION OF JOB ORDER CONTRACTING CONSULTING SERVICES FOR A PERCENTAGE OF PROJECT COSTS AS PROPOSED AND AGREED UPON FOR USE BY VARIOUS DEPARTMENTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tampa, Florida, by authority contained in Resolution No. 2018-482, passed and adopted by City Council on June 7, 2018, entered into an Agreement with The Gordian Group, Inc. for the provision of Job Order Contracting Consulting Services for use by various departments; and

WHEREAS, said Agreement provided for renewal under the same terms and conditions as contained therein when mutually agreeable to the parties, and the parties have mutually agreed to such extension.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:

Section 1. That, pursuant to Resolution No. 2018-482 passed and adopted by the City Council on June 7,2018, the City of Tampa is renewing the Agreement with The Gordian Group, Inc. for an additional one-year period, commencing at 12:01 a.m., June 7, 2020 and expiring at 12:00 midnight, June 6, 2021 upon the same terms and conditions as contained in the original Agreement.

Section 2. That funds for the provision of job order contracting consulting services for use by various departments within various funds shall be controlled by requisition and subject to annual appropriation. Funds shall be payable upon the issuance of a Job Order, Notice-to-Proceed, Purchase Order or similar purchasing document from the City to the JOC contractor.

Section 3. That the proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON JUN 04 2020.

CHAIR/CHAIR PRO-TEM CITY COUNCIL

ATTEST:

CITY CLERK/~~DEPUTY CITY CLERK~~

APPROVED AS TO LEGAL SUFFICIENCY
BY MARCELLA T. HAMILTON, ASSISTANT CITY ATTORNEY

X2020913

Agmt

PURCHASING/MTH/CB/AGG

RESOLUTION NO. 2018- 482

A RESOLUTION APPROVING THE PROPOSAL OF THE GORDIAN GROUP, INC. FOR THE PROVISION OF JOB ORDER CONTRACTING CONSULTING SERVICES; APPROVING AN AGREEMENT BETWEEN THE CITY OF TAMPA AND THE GORDIAN GROUP, INC. FOR A PERCENTAGE OF PROJECT COSTS AS PROPOSED AND AGREED UPON FOR USE BY VARIOUS DEPARTMENTS; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:

Section 1. That the proposal of The Gordian Group, Inc., for the provision of:

Job Order Contracting Consulting Services
RFP #41111317

such bid being the best received therefor, is hereby approved; and the Director of Purchasing is hereby authorized to purchase same.

Section 2. That the Agreement between the City of Tampa and The Gordian Group, Inc. a copy of which is attached hereto, in substantially the form of, and made part hereof, for the net amount as proposed and agreed upon, is hereby approved. The term of the Agreement shall be for a two-year period, and may be renewed on the same terms and conditions for three additional one-year periods.

Section 3. That funds for the provision of job order contracting consulting services for use by various departments within various funds shall be controlled by requisition and subject to annual appropriation. Funds shall be payable upon the issuance of a Job Order, Notice-to-Proceed, Purchase Order, or similar purchasing document from The City to the JOC contractor.

Section 4. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official seal of the City of Tampa to, said Agreement on behalf of the City.

Section 5. That the proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON JUN 07 2018

CHAIR/CHAIR PRO-TEM CITY COUNCIL

ATTEST: Shirley Fox-Knowles

CITY CLERK/~~DEPUTY CITY CLERK~~

APPROVED AS TO LEGAL SUFFICIENCY
BY MARCELLA T. HAMILTON, ASSISTANT CITY ATTORNEY

XZ018 910

INVITATION TO BID

Pursuant to Chapter 69-119, Special Acts, Laws of Florida, sealed Bids will be received by the Director of Purchasing, City of Tampa, in his office until:

3:00 P.M. ON 11/6/17
EXPLOSIVE ORDNANCE DISPOSAL (EOD)
BOMB SUIT, HELMET ENSEMBLE& ACCESSORIES
FOR THE TAMPA POLICE DEPARTMENT BOMB TEAM

3:00 P.M. ON11/7/17
FORD F-150 SUPER CAB PICK-UP TRUCK,
SPEC. NO. 8-18A

3:00 P.M. ON 11/8/17
FORD F-350XL CAB & CHASSIS
WITH UTILITY BODY AND PTO,
SPEC. NO. 23-18

3:00 P.M. ON 11/9/17
FORD F-150 SUPER CAB PICK-UP TRUCK, SPEC. NO. 8-18

3:00 P.M. ON 11/14/17
FORD F-350 CAB & CHASSIS
WITH UTILITY BODY AND CRANE,
SPEC. NO. 24-18

3:00 P.M. ON 11/16/17
NIGHT VISION MONOCULARS WITH HELMET MOUNTS
& ACCESSORIES FOR THE
TAMPA POLICE DEPARTMENT EOD TEAM

then and thereafter to be publicly opened and read. Bid documents are available at the Purchasing Department (Phone No. 813/274-8351).

It is hereby made a part of this Invitation to Bid that the submission of any Bid in response to this advertised request shall constitute a Bid made under the same conditions for the same contract price and for the same effective period as this Bid to all public entities in Hillsborough County.

Dated: 10/20/17

Gregory K. Spearman, CPPO
Director of Purchasing
City of Tampa, FL
306 E. Jackson Street
Tampa, FL 33602

REQUEST FOR PROPOSALS

Pursuant to Chapter 69-1119, Special Acts, Laws of Florida, sealed Request for Proposals for the furnishing of the following will be received by the Director of Purchasing, City of Tampa, in his office until:

3:00 P.M. ON 11/13/17
ODOR AND C
ORROSION CONTROL
SERVICES
PRE-PROPOSAL CONF.
TO BE HELD
@ 1:30 P.M. ON 10/30/17
@ CITY OF TAMPA
WASTEWATER
DEPARTMENT,
2545 GUY VERGER BLVD.,
TAMPA, FL

3:30 P.M. ON 11/13/17
JOB ORDER
CONTRACTING
CONSULTING SERVICES

then and thereafter to be publicly opened and read. Request for Proposal are available at the Purchasing Department (Phone No. 813/274-8351).

Dated: 10/20/17

Gregory K. Spearman,
CPPO, FCCM
Director of Purchasing
City of Tampa, FL
306 E. Jackson Street
Tampa, FL 33602

CITY OF TAMPA

Bob Buckhorn, Mayor

PURCHASING DEPARTMENT

Gregory K. Spearman, CPPO, FCCM
Purchasing Director

MEMORANDUM

DATE: May 22, 2018

TO: Gregory K. Spearman, CPPO, FCCM, Purchasing Director

FROM: Cindy Brickey, CPPB, Certified Procurement Analyst CB

SUBJECT: RFP Award Recommendation

Listed below are the proposals received for **RFP #41111317, Job Order Contracting Consulting Services.**

The Evaluation Committee initially conducted an independent review of the proposals on "face value" and scored two (2) proposals submitted from the following Proposers:

Proposer	Total Points
The Gordian Group, Inc.	82
Elevated Experience dba CISpencer Management	38

The Evaluation Committee decided to meet with the top one (1) Proposer.

After meeting with the top one (1) Proposer, the Evaluation Committee discussed and re-evaluated the Proposer. The Evaluation Committee did not revise the score:

Proposer	Total Points (Final)
The Gordian Group, Inc.	82

Based on the review of the proposals submitted, the evaluation committee recommended The Gordian Group, Inc. to provide the required services.

CITY OF TAMPA

Bob Buckhorn, Mayor

Purchasing Department

Gregory K. Spearman, CPPO, FCCM
Purchasing Director

ALL FIRMS ON BID LIST

REF:	City of Tampa **RFP**, dated	**OCTOBER 18, 2017**
	RFP for Furnishing:	**41111317** **JOB ORDER CONTRACTING CONSULTING SERVICES**
	To Be Opened:	**NOVEMBER 13, 2017 @ 3:30 PM**
SUBJECT:	**ADDENDUM NO. 1**	**OCTOBER 23, 2017**

Please make the following changes to the RFP:

2. On **Page 4, SUCCESSFUL PROPOSER'S MINIMUM REQUIREMENTS,** change to read as follows:

"**2.1** Have up to three (3) continuous years of experience providing this type of service."

FOR INFORMATIONAL PURPOSE ONLY:

1. Q: We are interested in proposing on this RFP. I read about asking questions at a pre-proposal conference, but I could not find when or if the conference is scheduled.
   A: There isn't a pre-proposal conference for this RFP.

Acknowledgement of the Addendum is required if a proposal is being submitted. Refer to the RFP package under Section II. General Conditions, Section 3. Contents of Proposals, Subsection 3.2, Tab 1. Addenda.

Sincerely,

Gregory K. Spearman, CPPO

Gregory K. Spearman, CPPO, FCCM
Director of Purchasing

CB/agg

CITY OF TAMPA

Bob Buckhorn, Mayor

Purchasing Department

Gregory K. Spearman, CPPO, FCCM
Purchasing Director

ALL FIRMS ON BID LIST

REF:	City of Tampa **RFP**, dated	**OCTOBER 18, 2017**
	RFP for Furnishing:	**41111317** **JOB ORDER CONTRACTING CONSULTING SERVICES**
	To Be Opened:	**NOVEMBER 13, 2017 @ 3:30 PM**
SUBJECT:	**ADDENDUM NO. 2**	**NOVEMBER 6, 2017**

The following questions have been received and the answers are provided below:

Q. Regarding Addendum No. 1 dated October 23, 2017, please clarify the revisions to Page 4, Section 2.1 which now requires that proposers meet a minimum requirement of "up to three (3) continuous years of experience providing this type of service." This requirement is unclear and appears to exclude proposer with more than 3 years' experience providing this type of service. Is this intended to mean proposers must have "at least" three (3) years' experience providing this type of service?

A. No, the minimum is up to three (3) continuous years and more years' experience will also be considered.

Q. Per Attachment A – Proposal Submittal Check List, please clarify what is sought for Section 4, 5.11, Certified Resolutions.

A. Delete 5.11.

Q. Per Attachment A – Please confirm a Project Guaranty Agreement is not applicable for this proposal.

A. Delete Proposal Submittal Check List, Section 4, 5.12.

Please Note: No further questions will be addressed regarding this RFP prior to the opening date/time.

Sincerely,

Gregory K. Spearman, CPPO

Gregory K. Spearman, CPPO, FCCM
Director of Purchasing

CB/agg

CITY OF TAMPA

Bob Buckhorn, Mayor

Purchasing Department

Gregory K. Spearman, CPPO, FCCM
Purchasing Director

October 18, 2017

REQUEST FOR PROPOSALS (RFP)
FOR
JOB ORDER CONTRACTING CONSULTING SERVICES

Pursuant to Chapter 69-1119, Special Acts, Laws of Florida, sealed proposals for **JOB ORDER CONTRACTING CONSULTING SERVICES, RFP #41111317** will be received by the Director of Purchasing, City of Tampa, until **3:30 PM, NOVEMBER 13, 2017**; then to be opened and read aloud.

Attached are important instructions and specifications regarding responses to this Request for Proposals. Failure to follow these instructions may result in Proposer's disqualification.

Questions regarding this RFP should be referred to: **Cindy Brickey, CPPB, Certified Procurement Analyst.** Questions shall be submitted by email to cindy.brickey@tampagov.net.

Submission of Proposals by mail, hand delivery or express mail must be in a sealed envelope/box with the Proposer's name and return address indicated. **Type or print the RFP Number and RFP Title on the carrier envelope/box.** Address the Proposal envelope/box as follows:

Purchasing Department
Tampa Municipal Office Building, 2nd Floor
306 E. Jackson Street
Tampa, Florida 33602

(This address is appropriate for mailing, hand delivery and express mail.)

Questions regarding the City of Tampa Small Local Business Enterprise (SLBE) and/or Woman/Minority Business Enterprise (WMBE) programs should be referred to: **MINORITY AND SMALL BUSINESS DEVELOPMENT OFFICE – PHONE (813) 274-5512 or Http://www.tampagov.net/dept_minority_business_development/**

The Tampa Municipal Office Building is a controlled access building and all visitors are required to obtain a Visitor's Pass prior to visiting the Purchasing Department.

Proposals shall be accepted no later than the time and date specified on the **REQUEST FOR PROPOSALS**. The Proposal Opening shall be thereafter and open to the Public. All Proposals received after the due date and time shall be rejected. Offers by telegram, telephone or transmitted by facsimile (FAX) machine are not acceptable. No Proposal may be withdrawn or modified after the time fixed for the opening of the RFP.

Verification of the City's receipt of the proposal submitted is the Proposer's responsibility. Failure of the City to receive such proposal by the date and time specified on the Request for Proposal will result in non-consideration.

STATEMENT OF NO BID

WE WANT YOUR FEEDBACK BECAUSE IT MATTERS TO US

The Purchasing Department's mission is to provide the best specifications in our Bid and Request for Proposals package to receive maximum participation from the industry/market. Please take a few minutes to briefly explain to us why you will not be responding to the City's Bid or Request for Proposal.

GPC LISTING

City of Plant City
Buddy Storey
Purchasing Manager
Drawer C
Plant City, FL 33563
813-659-4270 - Telephone
813-659-4216 - Fax
wstorey@plantcitygov.com

City of Temple Terrace
Judy Crutcher, Assistant Purchasing Agt.
P.O. Box 16930
Temple Terrace, FL 33687
813-506-6420 – Telephone
813-989-7185 – Fax
jcrutcher@templeterrace.com

Clerk of Circuit Court
601 E. Kennedy Blvd.-13th Floor
P.O. Box 1110
Tampa, FL 33601
Phone: (813) 276-8100 Ext.7721
FAX: (813) 272-5521
www.hillsclerk.com

Tampa-Hillsborough County Expressway Authority
1104 East Twiggs St. Suite #300
Tampa, Florida 33602
813-272-6740 – Telephone
813-276-2492 – Fax
Nancy@tampa-xway.com

Hillsborough Area Regional Transit Authority
Melissa Smiley
4305 E. 21st Street
Tampa, FL 33605
813-623-5835 – Telephone
813-664-1119 – Fax
smileym@gohart.org

Hillsborough Co. Aviation Authority
P. O. Box 22287
Tampa International Airport
Tampa, FL 33622-2287
Phone: (813) 870-8730
FAX: (813) 875-6670
www.tampaairport.com

Hillsborough County School Board
P. O. Box 3408
Tampa, FL 33601-3408
Phone: (813) 272-4329
FAX: (813) 272-4007
www.sdhc.k12.fl.us

Hillsborough Community College
Vonda Melchior, Director of Purchasing
39 Columbia Drive
Tampa, FL 33606
813-253-7060 – Telephone
813-253-7561 – Fax
vmelchoir@hcc.fl.us

Hillsborough County Board of County Commissioners
601 E. Kennedy Blvd., 18th Floor
P. O. Box 1110,
Tampa, FL 33601-1110
Phone: (813) 272-5790
FAX: (813) 272-6290
www.hillsboroughcounty.org

Hillsborough Co. Sheriff's Office
J. H. Shillady, Fiscal Officer
P.O. Box 3371
Tampa, FL 33601
813-247-8033 – Telephone
813-247-8246 – Fax
Jshillady@hcso.tampa.fl.us

State Attorney's Office
Mark Ober, State Attorney
800 E. Kennedy Blvd., 5th Floor
Tampa, FL 33602
813-272-5400 – Telephone
813-272-7014 – Fax
Ober_M@SAO13th.com

Tampa Port Authority
Donna Casey, Procurement Analyst
P.O. Box 2192
Tampa, FL 33601
813-905-5164 – Telephone
813-905-5109 – Fax
dwebb@tampaport.com

Supervisor of Elections
601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
Phone: (813) 276-8274
FAX: (813) 272-7043
www.votehillsborough.org

City of Tampa Housing Auth.
Jerome Ryans, President/CEO
1514 Union Street
Tampa, FL 33607
813-253-0551 – Telephone
813-4522 – Fax
irenew@thafl.com

Tampa Sports Authority
Joe Haugabrook, Director of Purchasing
4201 N. Dale Mabry Highway
Tampa, FL 33607
813-673-4300 – Telephone
813-673-4312 – Fax
jhaugabrook@tampasportsauthority.com

Tax Collector
601 E. Kennedy Blvd., 14th Floor
Tampa, FL 33602
Phone: (813) 307-6222
FAX: (813) 307-6521
www.hillstax.org

The Children's Board of Hills. County
1002 E. Palm Avenue
Tampa, FL 33605
Phone: (813) 229-2884
FAX: (813) 228-8122
www.childrensboard.org

University of South Florida
Mike Abernethy, Director
Purchasing Services
3702 Spectrum Blvd. UTC135-P
Tampa, FL 33612
813-974-2481 – Telephone
813-974-5362 – Fax
gcotter@admin.usf.edu

Hillsborough County Purchasing
Scott Stromer, Director
P.O. Box 1110
Tampa, FL 33601
813-272-5790 – Telephone
813-272-6290 – Fax
procurementservices@hillsboroughcounty.org

Property Appraiser
601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
Phone: (813) 272-6100
FAX: (813) 272-5519
www.hcpafl.org

Tampa Palms Community Dev. Dist.
16311 Tampa Palms Blvd W
Tampa, FL 33647
Phone: (813) 977-3933
Fax: (813) 977-6571
www.tpoa.net

TABLE OF CONTENTS

SECTION I.	SCOPE OF SERVICES
SECTION II.	GENERAL CONDITIONS
SECTION III.	PROPOSER'S AFFIRMATION AND PROPOSAL SIGNATURE FORMS
SECTION IV.	SUB-CONTRACTING FORMS
ATTACHMENT A.	PROPOSAL SUBMITTAL CHECK LIST
ATTACHMENT B.	CITY OF TAMPA SERVICE AREA MAPS
EXHIBIT 1.	CITY OF TAMPA INSURANCE REQUIREMENTS

SECTION I. SCOPE OF SERVICES

1. INTRODUCTION

The City of Tampa (City) is seeking responses from interested and qualified organizations and firms to provide professional consulting services for development and implementation of a Job Order Contracting (JOC) System. The main objective of the system is to enable the City to rapidly engage contractors to perform small to medium sized maintenance, repair and construction projects (less than $100,000.00) which are not subject to the State of Florida Consultants' Competitive Negotiations Act (CCNA) State Statutes.

JOC is an indefinite quantity contract pursuant to which the contractor will perform an ongoing series of individual projects at different locations within the City's service areas which are included in Attachment B of this document. JOC is an innovative procurement program that was developed to provide facility managers with an alternative procurement method to accomplish small to medium size maintenance, repair and construction projects. The JOC program streamlines the procurement process by using pre-approved, competitively bid, firm fixed-price, contracts thereby eliminating the need to solicit bids for the completion of JOC compatible projects. By using the JOC program, departments can expect to improve the efficiency and cost effectiveness of the procurement process and reduce the overall time required to accomplish projects.

Contract award will be determined by the quality of the responses received and the City, at its discretion, shall award projects under a JOC system on an as needed basis according to the best interest of the City. For any contract awarded as a result of this RFP, no minimum or maximum number of projects assigned to the Successful Proposer can be guaranteed by the City.

2. SUCCESSFUL PROPOSER'S MINIMUM REQUIREMENTS

Successful Proposer must:

2.1 Have a minimum of three (3) continuous years of experience providing this type of service.

2.2 Have key personnel assigned to this contract possess a minimum of two (2) years' experience each in providing services equivalent to those requested in this RFP.

2.3 Have the resources and staff to be able to respond to a jobsite in the City and to attend meetings at the City with four (4) hours' notice.

2.4 Have the ability to maintain adequate files and records and meet statistical reporting requirements.

2.5 Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.

2.6 RFP specifications for JOC contractors shall be completed within 180 days from date of award.

2.7 Provide weekly status updates.

2.8 Must be fully familiar and experienced with JOC Programs and JOC software applications for delivery of projects.

2.9 Train JOC general contractors in such JOC programs and JOC software applications, as needed for successful completion of projects.

2.10 Work closely with City departments including but not limited to various user departments, Purchasing, Risk Management and Legal.

2.11 Be responsible in providing clear and concise specifications for the City's successful selection of JOC general contractors. The City's goal is to award JOC contractor(s) who will complete projects expeditiously and in accordance with industry standards and regulations at a reasonable cost.

2.12 Prepare project technical specifications that reference all applicable regulations including but not limited to local, state and federal laws, construction, safety, latest industry standards and best practices, and in accordance with varying grant funding requirements.

3. REQUIRED SERVICES

3.1 TIER 1

3.1.1 Program Development

Successful Proposer shall work with City staff to develop the JOC program. Program development includes reviewing and assessing City needs to determine the size of the program and, in conjunction with City staff, developing execution procedures that will be used to implement and administer the JOC Program.

3.1.2 Document Preparation

Successful Proposer shall develop the full set of customized Job Order Contracting documentation including a City of Tampa specific Tasks Catalog, Technical Specifications, and General Conditions.

3.1.2.1 The Tasks Catalog shall contain individual construction tasks along with associated unit prices. Each unit price shall be developed based on the prevailing equipment, material, and labor prices within the City's geographical region. Each unit price shall comply with all applicable provisions of the Labor Code and such federal, state and local laws which affect the conduct of the work. The labor prices shall include the most current prevailing wages of all applicable laws. When the State Labor Code minimum wage and the Federal Wage Determinations (Davis-Bacon Act) are applicable due to federal funding involvement, the higher of the two wages rates per each work classification will prevail. The Tasks Catalog shall be regularly updated to reflect current marketplace pricing for tasks, equipment, materials, etc. Successful Proposer shall provide written confirmation and backup documentation of updates.

3.1.2.2 The Technical Specifications shall be developed in conjunction with the Catalog of Tasks and, where available, the City standards must be incorporated.

3.1.2.3 The General Conditions for the JOC Program contracts shall be developed in conjunction with City staff, shall incorporate JOC language, and include all appropriate City contract language and forms.

3.1.3 Procurement Support

Successful Proposer shall be capable of providing the City with complete technical and marketing support during the procurement phase. Qualified staff with extensive public sector procurement experience must provide this support. Successful Proposer will be required to organize and conduct pre-proposal meetings with the intending JOC general contractors as well as make presentations on behalf of the City with various business and contracting organizations.

3.1.4 Automated Job Order Contracting System

Successful Proposer shall provide the City a comprehensive JOC management information and support system. The system must be compatible with the Windows operating system for personal computers. The JOC management and information support system must be capable of providing full project tracking, automated development of cost proposals and independent estimates, generation of all project documentation, providing a project scheduling capability, budget and cost control, and the generation of customized reports. The automated system shall be customized to the specific needs of multiple City departments and be capable of incorporating current forms and documentation.

3.1.5 Training

Successful Proposer shall develop specialized training courses that would involve all parties utilizing the system. This may include:

- Procurement Staff
- Project Managers
- Inspectors

- Clerical Administrative Staff
- JOC Contractors

All aspects of the system are to be covered in the training. This must include, but is not limited to the following:

- JOC Execution
- Implementation Procedures
- System Training
- Post Implementation Follow-up
- Monthly Refresher Course Training

All training is to be "hands on" with functional use and individual performance as the objective. Train the awarded JOC general contractors in implementation of the contracts. Conduct/attend orientation meetings, program review conferences, and program briefings as needed. Provide staff user manuals at the end of each training session. Provide training manuals or videos to the City for training additional staff in the future.

3.1.6 Technical Support

Provide a comprehensive JOC management information and support system. Expectations include assisting the City in executing procedures, troubleshooting, implementation, and continuous system monitoring. Successful Proposer shall update, as often as required, any or all of the JOC documents including the Tasks Catalog, Technical Specifications, and Contractual Terms and Conditions. Successful Proposer shall provide ongoing technical support and prepare and conduct periodic review conferences for City management.

Successful Proposer shall be required to provide JOC Program technical support services as needed normally Monday through Friday from 8:00 a.m. to 5:00 p.m. local City of Tampa time. Successful Proposer shall be available by phone during these same hours to answer JOC Program questions. Successful Proposer shall provide these services and support at all times projects are operational which may be outside of these times, on weekends or holidays. Successful Proposer shall provide reoccurring onsite hours semiweekly. Schedule of onsite availability shall be determined by the City.

3.1.7 Employees

Successful Proposer's supervisory personnel shall provide adequate competent supervision at all times during the performance of the contract. Successful Proposer shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, as well as any JOC general contractor's employees and immediately remove any employee whose conduct is unsatisfactory to the City. Successful Proposer shall furnish all transportation and labor costs for the services necessary to provide a complete Job Order Contracting program for the City.

3.2 Tier 2

3.2.1 Facilitation Support – Scope and Price Proposals

The City may require an owner's representative for certain procurement procedures. As such, Successful Proposer shall act on the City's behalf. Successful Proposer may be required to provide these services on an as-needed basis at the City's discretion. The scope may include but not limited to:

- Confirm that a project is an acceptable candidate for the JOC Program.
- Establish and create a project file at the inception of a project.
- Clarify the Scope of Work and obtain project plans and/or data from the City.
- Recommends appropriate JOC general contractor, if multiple contractors exist.
- Conduct a joint scope meeting with City staff, JOC general contractor, and architect or engineer, as applicable.
- Coordinate and document the detailed scope of work appropriate for the work.
- Obtain and review all submissions by the JOC general contractor pertaining to the Job Order, including schedule, safety plan, submittals, shop drawings, permits, etc.
- Assist with resolving issues when project plans and actual conditions vary.
- Obtain City approval of the detailed scope of work.

- Issue a request for price proposal to the JOC general contractor.
- Review the price proposal submitted by the JOC general contractor.
- Direct the JOC Contractor to revise the price proposal, as necessary.
- Finalize the job order with the JOC general contractor.
- Verify City authorization, approval and budget account information.
- Recommend issuance of the notice to proceed to the JOC general contractor.

3.3 TIER 3

3.3.1 Services During Construction

The capability of Proposer's submitting proposals shall include a full range of construction related services that cover the entire life cycle of a project, including owner representation, assistance, support and/or recommendations pertaining to preliminary studies and programming; due diligence, data gathering and analysis; design input and review; cost estimating; construction delivery; permit requirements and approval process(es); bid solicitation process; observation of onsite construction progress and weekly construction meeting minutes; ongoing project development and financial oversight, review invoicing and disbursements; clarifications and changes in the work; close-out packages; verify accurate updates to as-built drawings; and warranty issues. Successful Proposer may be required to provide these services on an as-needed basis at the City's discretion.

3.4 HOURS OF OPERATION

Successful Proposer shall be required to provide JOC Program services as needed normally Monday through Friday from 8:00 a.m. to 5:00 p.m. local City of Tampa time; however projects may require to be performed outside of these times, on weekends or holidays.

3.5 PERSONNEL REQUIREMENTS

Successful Proposer shall identify all personnel who will perform work related to the services detailed in this RFP, including education level, skill set (described in detail), experience level, applicable industry licenses and job title. Resumes of all personnel so identified should also be included with the response. Successful Proposer shall utilize staff with extensive public sector procurement knowledge including U.S. Department of Housing and Urban Development (HUD) procurement requirements under 24 CFR 85.36 as well as JOC and/or construction related experience.

4. PROPOSER SUBMITTALS

The following information must be submitted in the proposal under Tab 4:

4.1 Under **Section I. Scope of Services, 2. Successful Proposer's Minimum Requirements**, the Proposer is to provide the detailed information so the City can confirm the company/firm has met the mandatory requirements.

4.2 Contract Termination for Default. Has the Proposer's company had a contract terminated for default in the last five years? Termination for default is defined as notice to stop performance which was delivered to the Proposer due to the Proposer's non-performance or poor performance and the issue of performance was either not litigated due to inaction on the part of the Proposer; or litigated and determined that the Proposer was in default.

If the company has had a contract terminated for default in this period, submit full details including the other party's name, address, and the phone number. Present the company's position on the matter. City will evaluate the facts and may, at its sole discretion, reject the RFP on the grounds of its past experience.

4.3 Contract Litigation/Legal Proceedings. The Proposer shall identify any pending lawsuits, past litigation relevant to subject matter of this RFP, providing a statement of any litigation or pending lawsuits that have been filed against the Company in the last five years.

If an action has been filed, state and describe the litigation or lawsuit filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or lawsuit has been filed against the company, provide a statement to that effect.

4.4 Experience in the State of Florida. Describe knowledge of applicable Florida laws, statutes and construction regulations as related to the scope of services listed herein. Provide detailed experience of similar services performed within the State of Florida.

4.5 WMBE/SLBE Experience. Propose how women/minority businesses as well as small local businesses participation strategy would be incorporated into the JOC business process for the pool of selected General Contractors (GC). Describe experience in identifying opportunities and seeking active participation from GC's and with subcontractors. Provide monitoring techniques and reporting examples used to ensure goals are successfully met.

5. MANAGEMENT

If, during the course of the project, the Successful Proposer makes personnel changes, the City has the right of review, acceptance, and/or reject proposed substitute(s). The City will make available the City's management team for interview and consultation during plan(s) development and for review of the draft and final plans.

6. COORDINATION WITH THE CITY

The Successful Proposer shall identify the Project Manager to work in close coordination with the City. The City's Project Manager shall be the City's point of contact. The City shall approve any changes to the Project Manager or personnel assigned to the project.

During the term of the contract, the Project Manager shall meet on-site with the City's Project Manager and/or other designated City officials as necessary, for the purpose of discussing and coordinating work to be performed, or performance of work.

End of Section I

SECTION II. GENERAL CONDITIONS

1. GENERAL INFORMATION

1.1 Proposal Due Date. Sealed proposals will be received no later than the date and time indicated on page one of this document. Proposals will not be accepted after this time.

City of Tampa Request for Proposals are issued electronically via DemandStar's eProcurement bid distribution system. Obtaining Request for Proposals through Demandstar will ensure that vendor will have the following capabilities: receipt of Request for Proposals electronically, track the status of award activity, receive addenda, be certified as a minority vendor to meet the City of Tampa's minority certification requirements, receive the results of awards and view plans and blueprints online electronically. Vendors who obtain specifications and plans from sources other than Demandstar are cautioned that the Request for Proposal packages may be incomplete. The City will not accept incomplete Request for Proposals. Contact Demandstar at 800-711-1712 or visit www.demandstar.com/supplier for more information.

The City is not responsible for errors and omissions occurring in the transmission or downloading of any quote documents, plans, or specifications from this website. In the event of any discrepancy between information on this website and the hard copy quote documents, the terms and conditions of the hardcopy document will prevail. DemandStar has no affiliation with the City of Tampa other than as a service that facilitates communication between the City and its vendors. DemandStar is an independent entity and is not an agent or representative of the City. Communications to DemandStar does not constitute communications to the City. Contact DemandStar at 800-711-1712 or visit www.DemandStar.com/supplier for more information.

1.2 Addendum and Amendment to RFP. If it becomes necessary to revise or amend any part of this RFP, DemandStar will provide notification of the Addendum to all prospective Proposers who received an original RFP from DemandStar (Those who are on the Plan Holders List). Addenda will be posted and disseminated by DemandStar at least five days prior to the bid opening date. Bidders registered as obtaining printed bid documents directly from the City's Purchasing Office will receive Addenda via mail or facsimile from Demandstar. The City will not accept incomplete proposals.

It will be the responsibility of the Proposer to contact DemandStar prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return the executed addenda with the proposal.

1.3 Errors and Omissions. Proposers discovering any ambiguity, conflict, discrepancy, omission, or other error in this RFP, shall immediately notify the City of such error in writing and request modification or clarification of the RFP. Modifications will be made by issuing an addendum and will be given by written notice to all prospective Proposers who received an original RFP from DemandStar (Those who are on the Plan Holders List). Addenda will be posted and disseminated by DemandStar at least five days prior to the RFP opening date. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this RFP prior to submitting the proposal or it shall be deemed waived.

1.4 Florida Public Records Law. In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Proposers should be aware that the Proposal and the responses thereto are in the public domain and are available for public inspection and copying. If the Proposer is asserting that certain information in its Proposal is confidential and/or proprietary and/or exempt from public disclosure, then the Proposer is required to do the following: (1) identify, with specificity, the information which the Proposer asserts is confidential and/or proprietary and/or exempt from public disclosure, (2) place such information (including any applicable electronic media on which such information is contained) in a sealed envelope that is separate from the Proposer's other Proposal documents, (3) clearly label the envelope that contains the confidential, proprietary and/or exempt information as follows: "EXEMPT FROM PUBLIC DISCLOSURE" with Proposer's name and the Proposal number marked on the outside, and (4) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed on the sealed envelope and also on a separate document contained within the sealed envelope along with any relevant explanations. The envelope that contains the Proposer's confidential/proprietary/exempt information must be submitted with the Proposer's other Proposal documents. Proposer is advised that failure to follow the aforementioned instructions may result in Proposer's alleged confidential/proprietary/exempt information being disclosed to the public. This will be the Proposer's "REDACTED" copy. All submittals received in response to this Proposal will become the property of the City of Tampa and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.*

Be aware that the designation of an item as exempt from public disclosure by a Proposer may be challenged in court by any person or entity. By designation of material in your Proposal submittal as exempt from public disclosure, Proposer agrees to defend the City of Tampa (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Proposer's designation of material as exempt from public disclosure and to hold harmless the City of Tampa (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to your designation of material as exempt from public disclosure.

***Note: The City will not accept Proposal submittals when the entire submittal is labeled as exempt from public disclosure and the proposal will be deemed non-responsive. Proposer's References and Cost or Price information will be deemed a public record, and if a claim of confidentiality/proprietary information is made, the City may deem the Proposal submittal as "non-responsive".**

1.4.1 In accordance with section 119.071(1)(b)2, Florida Statutes, sealed bids, proposals, or replies received by the City of Tampa pursuant to a competitive solicitation are exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

1.4.2 In accordance with section 119.071(1)(b)3, Florida Statutes, if the City of Tampa rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the City of Tampa concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision concerning the reissued competitive solicitation or until the City of Tampa withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City of Tampa notice rejecting all bids, proposals, or replies.

1.4.3 The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, Successful Proposer agrees to comply with Florida's Public Records Law, including the following:

1. Successful Proposer shall keep and maintain public records required by the City to perform the services;

2. Upon request by the City, provide the City with copies of the requested records, having redacted records in total on in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the City) on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion (or earlier termination) of the contract if Successful Proposer does not transfer the records to the City;

4. Upon completion (or earlier termination) of the contract, Successful Proposer shall within 30 days after such event either transfer to the City, at no cost, all public records in possession of the Successful Proposer or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If Successful Proposer transfers all public records to the City upon completion (or earlier termination) of the contract, Successful Proposer shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If Successful Proposer keeps and maintains public records upon completion (or earlier termination) of the contract, Successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

5. The failure of Successful Proposer to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above shall be grounds for immediate unilateral termination of the contract by the City; the City shall also have the option to withhold compensation due Successful Proposer until records are received as provided herein.

6. **IF SUCCESSUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-274-8351, COTPurchasing@TAMPAGOV.NET, AND MAILING ADDRESS OF PURCHASING DEPARTMENT, TAMPA MUNICIPAL OFFICE BUILDING, 2ND FLOOR, 306 E. JACKSON STREET, TAMPA, FLORIDA 33602.**

Note: Acknowledgement of the Florida Public Records Law must be submitted with the proposal, under Section II. General Conditions, Section 3. Content of Proposal, Tab 2.

1.5 City Of Tampa Ethics Code. The Proposer shall comply with all applicable governmental and city rules and regulations including the City's Ethics Code which is available on the City's Website. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-522)

Moreover, each Proposer responding to this Invitation to Bid or Request for Proposal acknowledges and understands that the City's Charter and Ethics Code prohibit any City employee from receiving any substantial benefit or profit out of any contract or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such contract or obligation. The Successful Proposer shall ensure that no City employee receives any such benefit or interest as a result of the award of this Invitation to Bid or Request for Proposal. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-514(d))

Please note that the City's Ethics Code may be accessed on the Internet by utilizing the website link http://www.tampagov.net/human-resources/info/lobbyist-information or can be found in the City of Tampa's municipal codes published online **by the Municipal Code Corporation at the website link** https://www.municode.com/library/fl/tampa/codes/code_of_ordinances. Printed copies of the Ethics Code can also be obtained from the City Clerk's Office for a fee of $0.15 cents a page.

1.6 Warranties and Guarantee. The City of Tampa will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the products offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the proposal.

The material(s) supplied shall be guaranteed to be free from defect of composition, conception and workmanship for a minimum period one-year from the date of installation and final acceptance by the City. Any parts or portions found not in accordance with this RFP will be rejected by the City and returned to the Successful Proposer at the Successful Proposer's expense for immediate replacement.

1.7 Copyrights and Patent Rights. Proposer warrants that there has been no violation of copyrights, patent or other intellectual or proprietary rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Proposal, and Successful Proposer agrees to indemnify, defend and hold the City harmless from any and all liability, loss or expense by any such violation including litigation costs and attorneys' fees through the appellate process, and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of work.

1.8 Procurement Protest Procedures. A protest must be filed with the Director of the soliciting Department within five (5) business days of posting the City's intent to award and may be filed by an actual Proposer or

proposer, who is allegedly aggrieved in connection with the issuance of a bid solicitation, proposal solicitation or pending award of any contract in any competitive process utilized by the City of Tampa for procurements of supplies, materials or services and construction of public improvements and has standing to protest under Florida Law. Any protest must be filed in accordance with the City of Tampa Code, Chapter 2, Article V, Division 3, Purchases and Contracts, Section 2-282, Procurement Protest Procedures. Protests not complying with the provisions of this Section shall not be reviewed.

All dates and times specified in the Protest Procedures in Section 2-282 are calculated as city business days. A City business day shall mean 8:00 am to 5:00 pm Monday through Friday, with the exception of city holidays. In all instances any document required to be transmitted by a certain date must be received in the required office by 4:30 pm. An envelope which is postmarked by the required date is not sufficient. Transmittal by fax, email or other electronic means may be accepted. However, it shall be the responsibility of the party transmitting the document(s) to ensure that the document(s) were received, and the transmitting party shall bear any risk of interruption or failure in the electronic transmission.

1.9 WMBE Participation. The City of Tampa administers the Women/Minority Business Enterprise (WMBE) Program to promote the inclusion of WMBE Companies in procurement solicitations and contract awards. The City actively solicits participation in this project by City Certified WMBE Companies deemed **underutilized.** To obtain a list of the City's Certified WMBE Companies, visit the Minority and Small Business Development Offices website at http://www.tampagov.net/minority-business-development . Under Programs and Services select WMBE and SLBE Directories. These directories include WMBE Certified Companies which are listed by Type of Services and by Company Names. If you need further assistance, please contact the Minority and Small Business Development Office at (813) 274-5512.

> **NOTE:** In accordance with the Equal Business Opportunity Ordinance 2008-89, The City of Tampa's WMBE policies are narrowly-tailored to identify **underutilized** WMBEs by Industry Category. Proposers who are certified within the **underutilized** category for the work/scope detailed herein or subcontract with firms that are certified within the **underutilized** category will be eligible for weighted points in the selection process. Refer to **MBD Form 70** to identify **underutilized** WMBEs by Industry Category and Section 4. Evaluation of Proposals for the WMBE Participation scoring criteria for this REP. **For this RFP the underutilized WMBE Industry Category is "Construction and Construction-Related Services".**

1.10 SLBE Participation. In an effort to promote increased opportunities for Small Local Business Enterprises (SLBEs), the City actively solicits the participation of certified SLBE firms in the performance of contracts. To obtain a list of the City's Certified SLBE Companies, visit the Minority and Small Business Development Offices website at http://www.tampagov.net/minority-business-development. Under programs and Services select WMBE and SLBE Directories. These directories include SLBE Certified Companies which are listed by Type of Services and by Company Names. If you need further assistance, please contact the Minority and Small Business Development Office at (813) 274-5512.

NOTE: In accordance with the Equal Business Opportunity Ordinance 2008-89, SLBE vendors are eligible for weighted points in the selection process. Refer to Section 4. Evaluation of Proposals for the SLBE participation scoring criteria for this RFP.

For additional information contact the Minority Business Development Office at 813/274-5543 or 813/274-5512. http:// http://www.tampagov.net/minority-business-development

1.11 Incurred Expenses. The City is not responsible for any expenses which Proposers may incur in the preparation and submittal of proposals requested by this RFP, including but not limited to, costs associated with travel, accommodations, interviews or presentations of proposals.

1.12 Proposals Binding. All proposals submitted shall be binding for 180 calendar days following the opening.

1.13 Non-Discrimination in Contracting and Employment. The following provisions are hereby incorporated into any contract executed by or on behalf of the City of Tampa (City).

The Successful Proposer shall comply with the following Statement of Assurance:

During the performance of this Contract, the Successful Proposer herein assures the City, that said Successful Proposer is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that the Successful Proposer does not on the grounds of race, color

national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against said Successful Proposer's employees or applicants for employment.

The Successful Proposer understands and agrees that this Contract is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered material breach of this Contract. Furthermore, the Successful Proposer herein assures the City that said Successful Proposer will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

The Successful Proposer further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers and vendors in connection with this Contract. The Successful Proposer further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5, as enacted by Ordinance No. 2008-89."

1.14 Proposer's Criminal History Screening Practices. Per City of Tampa Code of Ordinances, Section 2-284, Bidder(s) shall perform criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link https://www.municode.com/library/fl/tampa/codes/code_of_ordinances.

1.15 Equal Opportunity. The City of Tampa hereby notifies all Proposers that all eligible businesses, including Small Local Business Enterprises (SLBEs) and Women/Minority Business Enterprises (WMBEs) will be afforded a full opportunity to participate in any award made by the City of Tampa pursuant to this present proposal matter and will not be subjected to discrimination on the basis of race, color, sex, or national origin. The City of Tampa prohibits any person involved in City of Tampa contracting and procurement activities, to discriminate on the basis of race, color, religion, sex, national origin, age, or physical handicap.

1.16 Governing Law/Venue. The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement. The parties hereto submit to the exclusive jurisdiction and venue of the state and federal courts located in Hillsborough County, Florida.

1.17 Compliance with Laws. The Successful Proposer shall comply with all applicable laws, ordinances, and codes of the Federal Government, State of Florida, Hillsborough County, and the City of Tampa. It shall be the responsibility of the Successful Proposer to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Failure to comply with all applicable laws, ordinances and codes may lead to termination of the contract.

1.18 Force Majeure. Neither the City nor Successful Proposer shall be deemed in default with respect to the performance of, or compliance with the terms, covenants, agreements, conditions, or provisos of the Agreement, if the failure to perform or comply shall be due to any strike, lockout, civil commotion, invasion, rebellion, hostilities, sabotage, acts of God or causes otherwise beyond the control of the City or Successful Proposer.

1.19 Survival. Provisions in regards to licensing, indemnification, governing law venue and confidentiality shall survive termination of contract.

1.20 Conflict of Interest. The City requires that the Proposers provide professional, objective, and impartial advice and at all times hold the City's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Proposers have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the City, or that may reasonably be perceived as having this effect. If the City, in its sole discretion, determines that a conflict of interest exists, such Proposer shall not be considered for award of this Contract. Failure to disclose said situations may lead to the disqualification of the Proposer or the termination of its Contract.

Any such interests on the part of the Proposer or their employees, must be disclosed in writing to the City under Section II. General Conditions, Section 3. Content of Proposals, Tab 4. Section I. Scope of Services. Also, the Proposer is aware of the conflict of interest laws of the State of Florida, and agrees that they shall fully comply in all respects with the terms of said law.

Any proposer awarded this Contract for consulting services shall be disqualified from subsequently providing goods or services resulting from or directly related to the Proposer's consulting services under this Contract.

1.21 Audit Rights. During the term of this agreement including any renewal or extension hereof, and for a period of three (3) years thereafter, or for such longer period of time as may be required by applicable federal regulations and negotiated with the Successful Proposer the City or a representative of the City shall have the right, within two (2) weeks written notice to the Successful Proposer, to inspect and audit all of its' books of account, records, and other documents, pertaining to payments made or to be made pursuant to this Agreement and the Successful Proposer shall make all such records, books, and other documents available at the place where these books and records are normally maintained; provided, that all such inspections and audits shall be conducted during regular business hours. These records will be open to inspection and subject to audit and/or reproduction by the City or its representative within then (10) workings days of written notice by the City. There will be an administrative fee of $100.00 per day, per requested item for records that are received after the initial ten (10) working day period. The Successful Proposer shall provide adequate work space and access to office equipment (copier and fax machines) at no charge if such inspections are required at the Successful Proposer's office. The Successful Proposer shall allow the City or their representative to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Books of account and records as referred to in the Agreement shall include any and all information, materials, and data of every kind and character, including without limitation, financial statements, general ledgers, job cost reports, accounts payable, accounts receivable, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, subcontract files, commitments, arrangements, notes, daily diaries, project manager reports, drawings, receipts, vouchers and memoranda, written policies, time sheets, payroll registers, cancelled checks, original estimates, estimating work sheets, change order files, back charge logs and supporting documentation, trade discounts, insurance rebates and any and all other agreements or documents that may in the City's judgment have a bearing on or pertain to any matters, rights, duties or obligations under or covered by this Agreement. Such records subject to inspection shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. Such records shall be made available in hard copy as well as electronically (computer readable data) when available.

The Successful Proposer shall require all payees (examples include, but are not limited to, Sub-Contractors, insurance agents, material suppliers, etc.) to comply with the provisions of this Section by insertion of these requirements in any contract between the Successful Proposer and payee. Such requirements to include flow-down right or audit provision in contracts with payees will also apply to Sub-Contractors, sub-Sub-Contractors, material suppliers, etc. The Successful Proposer will cooperate fully and will cause all related parties and all of the Successful Proposer's Sub-Contractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or making available to the City all required records. The Successful Proposer shall be held responsible for any financial impacts relating to payees who do not comply with this Section.

If an audit inspection in accordance with this Section discloses overpricing or overcharges (of any nature) by the Successful Proposer to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Audit department shall be reimbursed to the City by the Successful Proposer and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Successful Proposer within a reasonable amount of time (not to exceed 45 days) from presentation of City's findings to the Successful Proposer.

1.22 Scrutinized Companies. Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria may not bid on, submit a proposal for, or enter into a contract or renew a contract with an agency or local government entity for goods or services of $1 million or more. Successful Proposer certifies that Successful Proposer is not in violation of Section 287.135, Florida Statutes.

For Contracts $1,000,000 and greater, if the City determines the Successful Proposer submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Successful Proposer has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria, the City shall either terminate the Contract after it has given the Successful Proposer notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

1.23 Deviations. Proposals should clearly and with specificity detail all deviations to the requirements, terms and conditions set forth in this Request for Proposal. Such deviations must be stated within Section II. General Information, Section 3. Content of Proposals, Tab 9. Deviations to the RFP. Proposers are hereby advised that in instances where a deviation is stated and/or is otherwise found in Proposer's Proposal, said Proposal will be subject to rejection by the City in recognition of the fact that said Proposal does not meet the requirements imposed by this RFP and/or if such deviation is considered material in nature, in the sole discretion of the City. For informational purposes only, a deviation is considered material if (a) the deviation deprives the City of their assurance that the anticipated contract will be entered into, performed and guaranteed according to this RFP's specific requirements, or (b) the deviation provides the deviating Proposer with an undue competitive advantage over the other Proposers. A Proposal may not be subject to rejection where, at the sole discretion of the City, the stated deviation is considered to be equal or better than the imposed requirement, and where said deviation does not destroy the competitive character of the RFP process by affecting the Proposal such that an advantage or benefit is gained to the detriment of the other Proposers. Proposers are strongly cautioned against taking deviations to the requirements, terms and conditions set forth in this RFP.

1.24 Data Collection. Pursuant to Section 119.071(5)(a), Florida Statues, social security numbers collected from bidders are used for identification, verification, and tax reporting purposes.

1.25 Indemnification. Successful Proposer releases and agrees to defend, indemnify and hold harmless the City, its officers, elected and appointed officials, employees, and/or agents (collectively, "City Indemnified Parties") from and against any and all losses, liabilities, damages, penalties, settlements, judgments, charges, or costs (including without limitation attorneys' fees, professional fees, or other expenses) of every kind and character arising out of any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character cause by or resulting from, directly or indirectly, in whole or in part, by any act, negligence, recklessness, wrongful misconduct, omission or other conduct of Successful Proposer or any tier of subcontractor/subconsultant/ supplier, agent, employee, or anyone for whom Successful Proposer may be liable, in connection with, arising directly or indirectly out of the execution or performance of the obligations assumed under or incidental to this Contract hereof (singularly or collectively "Claims"), even if it is alleged that the City Indemnified Parties were negligent, unless such injuries or damages are ultimately proven to be solely the result of grossly negligent or willful acts or omissions on the part of the City Indemnified Parties. Without limiting the generality of the foregoing, any and all such Claims, including but not limited to personal injury, disease, sickness, death, damage to property, natural resources, or the environment (including destruction or loss of use, costs of hazardous or toxic substance cleanup and disposal), defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of common law, any applicable law, statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder and, to the extent required, the defined term "Claims". Successful Proposer further agrees to investigate, handle, respond to, provide defense (including without limitation attorney fees, paralegal fees, and expert fees to and through appellate, supplemental, or bankruptcy proceedings) for and defend any such Claim at its sole cost and expense through counsel approved in writing by the City and agrees to bear all other costs and expenses related thereto, even if the Claims are groundless, false, or fraudulent. Successful Proposer shall advance or promptly reimburse to a City Indemnified Party any and all costs and expenses incurred by such City Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the City Indemnified Party is entitled to indemnification hereunder. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Successful Proposer's insurance coverage.

The parties agree that to the extent the written terms of this indemnification are deemed by a court of competent jurisdiction to be in conflict with any provisions of Florida law, in particular Sections 725.06 and 725.08, Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in fully and complete compliance with all such laws and to contain such limiting conditions or limitations of liability, or to not contain any unenforceable or prohibited term or terms, such that this indemnification shall be enforceable in accordance with and to the maximum extent permitted by Florida law. Further, whenever there appears in

this Contract (or any other documents made a part hereof) an indemnification within the purview of Section 725.06, Florida Statutes, the monetary limitation on the extent of the indemnification under such provision shall be $1 Million Dollars or a sum equal to the total contract price, service cost, or project value whichever is greater.

The obligation of Successful Proposer under this Section is absolute and unconditional; it is not conditioned in any way on any attempt by a City Indemnified Party to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, deduction, or counterclaim that the Contactor might have against the City Indemnified Party. The duty to defend hereunder is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Successful Proposer, the City, and any City Indemnified Party. The duty to defend arises immediately upon presentation of a Claim by any party and written notice of such Claim being provided to Successful Proposer. Successful Proposer's defense and indemnity obligations hereunder will survive the expiration or earlier termination of this Contract.

Successful Proposer agrees and recognizes that the City Indemnified Parties shall not be held liable or responsible for any Claims which may result from any actions or omissions of Successful Proposer in which the City Indemnified Parties participated either through providing data or advice and/or review or concurrence of Successful Proposer's actions. In reviewing, approving or rejecting any submissions by Successful Proposer or other acts of Successful Proposer, the City in no way assumes or shares any responsibility or liability of Successful Proposer or any tier of subcontractor/subconsultant/supplier, under this Contract.

In the event the law is construed to require a specific consideration for such indemnification, the parties agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnification and the providing of such indemnification is deemed to be part of the specifications with respect to the services provided by Successful Proposer.

1.26 EXEMPT INFORMATION. As part of the services performed by Successful Proposer under this contract, the City may provide Successful Proposer with certain building plans, blueprints, schematic drawings and diagrams, including draft and final formats, that depict the internal layout and structural elements of a City building or facility ("Exempt Plans"). Successful Proposer acknowledges that the Exempt Plans are exempt from disclosure under Section 119.071(3)(b), Florida Statutes. Successful Proposer agrees that Successful Proposer shall maintain the exempt status of the Exempt Plans and shall ensure that Successful Proposer's officers, employees, agents and all tiers of subcontractor also maintain the exempt status of the Exempt Plans. All copies of Exempt Plans provided to Successful Proposer by City shall be returned by Successful Proposer to the City upon completion (or early termination) of any given Work Order under this contract.

1.27 TAMPA PORT ACCESS. All personnel assigned to provide this service or required to deliver goods to the Port of Tampa, if applicable in this Contract, shall obtain a Port Pass. To obtain this port pass will require each employee to have a valid photo ID. It is the responsibility of the Successful Proposer to obtain Port Passes before work begins or prior to delivery. Each employee shall display the identification card on outer apparel at all times when on the AWT Plant site. Any person found on the site without the required identification card will be directed to leave the site immediately. The time and cost associated with acquiring this ID shall be the Successful Proposer's responsibility.

Documentation, pricing and other information related to the access requirements for the Port of Tampa can be found at: http://www.tampaport.com/Port-Operations/Security.

1.28 EMPLOYEE VERIFICATION. Awardee must utilize the U.S. Department of Homeland Security's E-Verify Systems to verify the employment eligibility of all persons employed during the term of the award to perform employment duties within the State of Florida and all persons, including subcontractors, assigned by Awardee to perform work pursuant to the award.

2. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

2.1 To ensure fair consideration for all Proposers, the City prohibits prospective Proposers' communication with any department or employee during the submission process. Questions relative to the interpretation of the Scope of Services or the proposal process shall be addressed to the City during the pre-proposal conference, or questions can be submitted via email ten days prior to the RFP opening date and time.

2.2 Communication Policy. During any solicitation period, including any protest and/or appeal, no contact with City officials or employees, other than with the individuals specifically identified in the solicitation, the Director of

Purchasing or the legal department is permitted from any proposer. Such communication shall result in an automatic disqualification for selection in the pending solicitation and any subsequent City solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

3. CONTENT OF PROPOSALS

3.1 Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to fulfill the requirements of the proposal. **Failure to follow these instructions could result in your proposal being disqualified.**

3.2 The Proposer shall provide the following:

- One (1) original proposal marked **"ORIGINAL"**. The original proposal is the City's official record and recording of the proposal being submitted and one (1) electronic copy on CD, DVD or USB Drive. The proposal shall be one (1) PDF document. The CD, DVD or USB Drive is a supplement and will not be reviewed for compliance.
- Six (6) complete copies of the proposal marked **"COPY"** will be for the Evaluation Committee Members.
- One (1) redacted copy of the proposal marked **"REDACTED"**. If applicable, provide one redacted copy of the proposal with the original following the instructions stated under Section II. General Conditions, Section 1. General Information, Subsection 1.4 Florida Public Records Law.

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized and fasten or bound in the following manner and identified with tabs:

- **Title Page.** Type the name of Proposer's agency/firm, address, telephone number, name of contact person, email address, date, and the title of the RFP.

- **Table of Contents.** Include a clear identification of the written material by section and by page number.

- **Proposal Submittal Check List.** Complete and submit Attachment A. for compliance of certain requirements identified in the RFP package.

- **Tab 1. Addenda.** Include a copy of the addendum, or addenda associated with the RFP, if applicable. Incomplete proposals will not be considered.

- **Tab 2. Florida Public Records Law.** Include a written acknowledgement of the Florida Public Records Law requirements from Section II. General Conditions, Section 1. General Information, Subsection 1.4.

- **Tab 3. Response to Proposal.** Specifically state the Proposer's understanding of the work to be accomplished and make a positive commitment to perform the work in Section I. Scope of Services.

- **Tab 4. Section I, Scope of Services.** Include all the requirements and/or documentation requested under Section I. Scope of Services, Section 4 Proposer Submittals.

Successful Proposer's proposed scope of work should state in detail how it will carry out each task, including the personnel/job titles responsible for completing the task. For each service specified, the Successful Proposer should include criteria to determine when the tasks comprising the service are satisfactorily completed. Successful Proposer may propose additional or revised tasks and activities, but should explain why each is necessary to achieve the project objectives.

- **Tab 5. References.** Include a reference list of at least three clients to whom the Proposer has provided services similar to those being proposed to the City. This list will include the following information:

    - Name of Client
    - Date of Services

- Address
- Contact Person
- Telephone Number
- Email Address

- **Tab 6. General Statement of Experience.** Include a written, verifiable statement of experience in providing and managing similar services. If the Proposer does not possess an experience similar to the services required, Proposer shall provide any pertinent information or experience Proposer feels may qualify Proposer for consideration of award.

- **Tab 7. Operational Plan.** Include a narrative description and/or organizational chart outlining the methods of operation, operational structure, and services to be provided by the Proposer. This description should fully and completely demonstrate the Proposer's intended methods for servicing the requirements. Proposers are also encouraged to provide any other pertinent information that will assist the City in evaluating the proposed method of operation.

- **Tab 8. Sub-Contracting Forms.** Under Section IV. Sub-Contracting Forms and Payment Form, the following forms must be filled out and submitted:

  - Schedule of All Sub-Contractors/Consultants/Suppliers Solicited MBD 10
  - Schedule of All Sub-Contractors/Consultants/Suppliers to be Utilized MBD 20

  These forms must be completed (including signatures) and submitted with all bids or proposals. Submittals that do not contain these completed forms shall be deemed "non-responsive". Instructions on completing the forms are included after each form in this bid package.

- **Tab 9. Deviations to the RFP.** Proposer should clearly and with specificity detail all deviations to the requirements, terms and conditions set forth in this Request for Proposals (RFP). Proposers are hereby advised that in instances where a deviation is stated and/or is otherwise found in Proposer's Proposal, said Proposal will be subject to rejection by the City in recognition of the fact that said Proposal does not meet the requirements imposed by this RFP and/or if such deviation is considered material in nature, in the sole discretion of the City. Failure by a Proposer to state in writing any deviations to this RFP shall be considered as acceptance by the Proposer of the requirements, terms and conditions as stated in the RFP.

- **Tab 10. Compensation.** Submit an all-inclusive cost statement. Provide a detailed cost statement for providing the services indicated in Section I. Scope of Services. Itemize fees, expenses and any optional costs separately.

  Successful Proposer's fees shall be firm and fixed for the entire term of the contract including any renewals or extensions. Fees shall be all inclusive, no other costs shall be allowed other than stated in the response. Based on the required services stated in this RFQ, provide a cost breakdown of rates for the each of the following respective tiers:

  Tier 1:
  - Program Development
  - Document Preparation
  - Procurement Support
  - Automated Job Order Contracting System
  - Training
  - Technical Support
  - Employees

  Tier 2:
  - Facilitation Support – Scope and Price Proposals

  Tier 3:
  - Services During Construction

Include any other fees associated with any related services not specified within the requirements stated in this RFQ including a detailed scope of service.

- **Tab 11. Proposer's Affirmation.** Complete, submit and have notarized the Proposer's Affirmation form provided in the RFP Package. This form must be signed by an authorized representative of the firm as defined below.

- **Tab 12. Proposal Signature Form.** Complete and submit the Proposal Signature form and Requested Voluntary Information Regarding Proposer's Initial Employment Application Content form provided in the RFP Package. These forms must be signed by an authorized representative of the firm as defined below:

  When the Proposer is a corporation, the president, vice president or other person duly authorized to bind the corporation shall set out the corporate name in full beneath which he/she shall sign his/her name and give the title of his/her office or position. The proposal shall also bear the seal of the corporation attested by its corporate secretary. Proposals signed by a person other than an officer of the corporation, shall be accompanied by evidence of authority.

  When the Proposer is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person duly authorized to bind the partnership. The capacity and authority of the person signing shall also be given.

  When the Proposer is an individual or sole proprietorship, the proposal shall be signed by the individual owner, stating name and style under which the Proposer is doing business.

  If the Proposer is doing business under a fictitious name, the Proposer must submit a copy of Certificate of Registration with the Florida Secretary of State.

  When the Proposer is a joint venture, each joint venturer must sign the proposal as hereinabove indicated.

  NOTE: Failure to submit the Proposal Signature Form **executed** or failure to **submit** the Proposal Signature Form in the proposal package will result in the proposal being non-responsive. **NO EXCEPTIONS.**

4. EVALUATION OF PROPOSALS

4.1 The City will not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process should the need arise due to budget constraints, time constraints or other factors as directed by the City. However, it is anticipated that the review/evaluation process will be completed in a timely manner.

A Proposal Evaluation Committee will be established to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFP. The contract will be awarded to the most qualified Successful Proposer per the evaluation criteria listed below.

EVALUATION CRITERIA	MAXIMUM POINT VALUES
Cost to the City	10 points
Firm's Experience and Qualifications	35 points
Personnel	20 points
Responsiveness to the Scope of Services	25 points
WMBE/SLBE Participation	10 points
TOTAL POINTS	100 points

4.2 Application of WMBE and SLBE Evaluation Points. During the evaluation of proposals for WMBE and SLBE participation, the Minority and Small Business Development Office will be responsible for assigning the points under this criteria. WMBE and SLBE points will be determined as follows:

1. A maximum of ten (10) rating points may be awarded when the Proposer is a City of Tampa certified WMBE Company participating as the prime contractor deemed **underutilized** within the industry category established by the RFP **("Construction" and "Construction-Related" Services").**

2. A maximum of five (5) rating points may be awarded when the Proposer is a City of Tampa certified SLBE business participating as the prime contractor; or,

3. One to Seven (1-7) rating points may be awarded when the Proposer is not a City of Tampa certified SLBE prime contractor or a non-underutilized WMBE company but utilizes WMBE and/or SLBE certified firm(s) as Sub-contractors/consultants, and assigned to perform meaningful segments of the contractual services detailed herein and documented on the enclosed MBD Form 10-20 (4 pages total).

   NOTE: The maximum number of points achievable for WMBE and/or SLBE participation will not exceed a total of 10 points.

The evaluation includes but is not limited to the following criteria:

- Diversity of WMBE/SLBE subcontractors listed to be utilized (MBD Form 20)
- Percentage of proposal/scope committed to WMBE/SLBE subcontracting
- The collective factors in determining the total points awarded will be based on the overall weight of evidence in the proposal that specified the participation.

In all cases, the Proposer and/or subcontractor(s) must be WMBE and/or SLBE certified prior to the opening date and time of the RFP to be eligible to earn WMBE/SLBE rating points. As proof of certification, include copies of all WMBE and SLBE certificates in the proposal. The evaluation process of WMBE and SLBE participation will be evaluated by the City of Tampa's Minority and Small Business Department Office. The Successful Proposer will be required to execute MBD Form 40 (Letter of Intent-LOI) with their subcontractors/sub-consultants prior to award.

4.3 Proposals will be evaluated and rated based on the criteria stated in this RFP, including but not limited to the following:

4.3.1 Responsiveness of the Proposal to the scope of work.

4.3.2 Ability, capacity, and skill of the Proposer to perform the scope of work.

4.3.3 Experience of the business and individual members of the business in accomplishing similar services.

4.3.4 Responses of the client references.

4.3.5 Such other information that may be required or secured.

4.4 SHORT- LISTING

The Evaluation Committee at its sole discretion may create a short-list of the highest scored proposals based on the preliminary evaluation against the evaluation criteria. Only those short-listed Proposers would be invited to participate in interviews and/or presentations, demonstrations or product testing. Upon conclusion of any interviews and/or presentations, demonstrations or product testing, the Evaluation Committee will finalize the scoring against the evaluation criteria.

4.5 INTERVIEWS/DEMONSTRATIONS

If requested, Proposers may be required to participate in on-site interviews and conduct demonstrations to the City's Evaluation Committee and other City representatives, in order to clarify the proposal submitted and present the

Proposer's proposed solution. Additionally, the Proposer's key personnel may be required to be in attendance during this process.

Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as its qualifications to furnish the specified products and services. The interviews and demonstrations will be scored by the Evaluation Committee.

Notwithstanding the possibility of a request for an on-site interview and demonstrations, Proposers shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this solicitation. Any costs incurred for the interviews and the oral demonstrations are the responsibility of the Proposer.

4.5 The City reserves the following rights to:

4.5.1 Conduct pre-award discussion and/or pre-award/contract negotiations with any or all responsive and responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all Proposers prior to selection; and make investigations of the qualifications of Proposers as it deems appropriate, including, but not limited to, a background investigation conducted by the Tampa Police Department or any other law enforcement agency.

4.5.2 Request that Proposer(s) modify its proposal to more fully meet the needs of the City or to furnish additional information as the City may reasonably require.

4.5.3 Accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award.

4.5.4 Negotiate any modifications to a proposal that it deems acceptable, waive minor irregularities in the procedures, and reject any and all proposals.

4.5.5 Process the selection of the Successful Proposer without further discussion.

4.5.6 Waive any irregularity in any proposal, or reject any and all proposals, should it be deemed in its best interest to do so. The City shall be the sole judge of Proposers' qualifications and reserves the right to verify all information submitted by the Proposers. The proposal selected will be that proposal which is judged to be the most beneficial to the City.

4.6 Financial Statements. The City reserves the right to request that Proposers submit their annual financial statements for the last three fiscal years, including company financial statement summaries, certified by a Certified Public Accountant. If the organization has been in business for a period of less than three years, Proposers may be required to submit a detailed business plan in addition to any pertinent information that would allow the City to evaluate the sufficiency of financial resources and the ability of the business to successfully perform the services enumerated in the contract. Unless otherwise stated, such requests would be made after the submission of the proposals and prior to award of a contract.

5. ADDITIONAL CONTRACT TERMS

5.1 Basis of Award. A contract will be awarded to the most responsible and responsive Proposer whose proposal meets the needs of the City to the best degree. **OFFICIAL AWARD WILL BE MADE BY CITY OF TAMPA PURCHASE ORDER ONLY.**

Prior to award resulting from this solicitation, the Successful Proposer shall be registered to transact business in the State of Florida, and shall furnish the City with proof of registration with ten days of the notice to do so by the City. Failure to promptly submit this evidence of qualification to transact business in the State of Florida may be a basis for rejection of the proposal.

Any Proposer who is owing to the City of Tampa upon any debt, contract, or other obligation to the City, or who is a defaulter as a surety or otherwise, will not be eligible for consideration for contract award regarding this solicitation.

5.2 Award/Contract Term. The period of the contract shall be for two (2) years from the effective date of the award, and may, by mutual written agreement, be renewed at the same terms and conditions for three (3) additional one-year periods.

5.2.1 Supplemental Unilateral Renewal Periods. The City, through its Director of Purchasing, has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3) additional thirty (30) day periods, at the same terms and conditions. Notice of the City's intent to renew shall be provided by the City in writing to the Successful Proposer prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

5.3 Non-Appropriation Of Funds. In the event no funds or insufficient funds are appropriated for expenditures under this award, the City will notify the Successful Proposal in writing of such occurrence and the award shall terminate without penalty or expense to the City on the last day of the fiscal year in which sufficient funds have been appropriated.

5.4 Award Termination. When deemed to be in the best interest of the City, the City may cancel any award resulting from this specification by the following means:

10-day written notice with cause; or

30-day written notice without cause.

5.5 Addition/Deletion. The City reserves the right to add to or delete any service/item from this proposal or resulting agreements when deemed to be in the best interest of the City.

5.6 Proposal Prices. Prices quoted in the proposal shall include any and all shipping costs, shipped F.O.B. Tampa, FL, or to the facility location specified by the requestor or the purchase order.

All taxes of any kind and character payable on account of the work done and materials furnished under the contract shall be paid by the Successful Proposer and shall be deemed to be included in the proposal. The laws of the State of Florida provide that sales tax and use taxes are payable by the Successful Proposer upon the tangible personal property incorporated in the work and such taxes shall be paid by the Successful Proposer and shall be deemed to have been included in the proposal. The City is exempt from all State and Federal sales, use and transportation taxes.

Proposal prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Successful Proposer is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Successful Proposer shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the said City, its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Successful Proposal, the City and any indemnified party. This provision shall survive the termination of this contract and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law.

5.7 Government Purchasing Council. Hillsborough County Government Purchasing Council members may, at their discretion or option, utilize this bid as they require. Estimated quantities for Hillsborough County GPC members have not been included in the Bid Response form. Purchases by these entities may increase the value of the award. A list of the members of the GPC is contained within this bid document.

5.8 Use of State Contract, GPC, Or Cooperative Purchasing Bids. The City of Tampa reserves the right to utilize applicable State of Florida Contracts, GPC Bids, or those contracts of any other federal, state, or local governmental entity under the terms of a bid submitted to such entity, provided that such contract is procured in compliance with the procuring entity's law, bylaws, regulations, or ordinances regarding competitive solicitation, which must provide for full and open competition for any items covered by this specification when the use of same is in the best interest of the City of Tampa.

5.9 Laws, Codes and Ordinances. The Successful Bidder/Proposer shall comply with all Federal, State, County and City laws, rules and regulations as applicable to this bid/proposal.

5.10 Payment. Full payment will be made by the City after receipt and acceptance of materials/services and proper invoice in accordance with Florida Statutes § 218.70, et. seq., the Local Prompt Payment Act. Bidders that accept Visa/Mastercard payments can be enrolled in the City's ePayments program for faster payment turnaround, by contacting the City's Accounts Payable Department at acctspayable@tampagov.net.

5.11 Minimum Wage Amendment. The Successful Proposer shall comply with the minimum wage requirements as required in Article X, Section 24, Constitution of the State of Florida as of May 2, 2005.

The rate of wages for all persons employed by the Successful Proposer on the work covered shall not be less than the rate of wages required by the Fair Labor Standards Act (Public Law 104-188) enacted August 20, 1996.

5.12 Invoicing. The Successful Proposer shall furnish the City complete itemized invoices for work performed. Invoices are to reflect the prices stipulated on the purchase order and as outlined in this bid/proposal itemizing parts, labor hours, materials, etc. The City will not accept an aggregate invoice. As part of the award process, the City may request a sample invoice. Invoices shall contain, but not be limited to the following information:

- Invoice number;
- Company Name;
- City work order number (if applicable);
- Purchase order number;
- Location and dates of work;
- Cost of work as stated on Bid Response and extended price to reflect total cost for number of times work was performed.

At the time of submission of its invoices, the Successful Proposer shall submit to the City a report on Form MBD-30, "DMI-Payments" of all sub-contracted amounts and payments along with any other completed reports or forms as may be required by the CITY. In the event the Successful Proposer uses any WMBE and/or SLBE sub-contractors, the Successful Proposer shall provide form MBD-40 "Letter of Intent" (LOI) for all WMBE and/or SLBE sub-contractors the Successful Proposer intends to utilize.

- Form MBD-30-DMI Sub-(Contractors/Consultants/Suppliers) Payments
- Form MBD-40 Letter of Intent (LOI)

5.13 Award Changes. No changes, over the award period, shall be permitted unless prior written approval is given by the Director of Purchasing and, where applicable, confirmed by resolution of the City Council of the City of Tampa.

5.14 Assignment. This contract, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Successful Proposer, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the City. Successful Proposer shall provide written notice to the City within fifteen (15) calendar days of any action or occurrence assigning the contract or any rights or obligations hereunder as described in this section. In the event the City does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the City may elect to terminate this contract by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to the Successful Proposer. Action by the City awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this contract. Notwithstanding the foregoing, the City may assign its rights under this contract (without the Successful Proposer's) to a governmental successor of the City.

In the event of such approved Sub-Contracting, the Successful Proposer agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached Schedule of Sub-Contracting forms, with the proposal response.

- Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - MBD 10
- Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - MBD 20

These forms must be completed (including signatures) and submitted with all proposals. Submittals that do not contain these completed forms shall be deemed "non-responsive". Instructions on completing the forms are included after each form in this RFP package.

Subcontractor shall be defined as; a business enterprise, firm, partnership, corporation, consultant or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.

Supplier shall be defined as; a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor or manufacturer.

5.15 Default/Re-award. Any contract resulting from this specification may be cancelled by the Director of Purchasing in whole or in part by written notice of default to the Successful Proposer upon non-performance or violation of contract terms, including the failure of the Successful Proposer to deliver materials or services within the time stipulated in this specification, unless extended in writing by the Director of Purchasing. In the event a contract is cancelled because of the default of the Successful Proposer, the Director of Purchasing may: (i) purchase the materials or services specified in this specification on the open market; or (ii) make an award to the next best Proposer and establish the period of such award, provided such period is no longer than the award period set forth in this specification.

5.16 Convicted Vendor List (Public Entity Crime). A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two ($10,000.00 and greater) for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida State Statute 287.133 (2)(a)]

6. INSURANCE REQUIREMENTS

This award/contract is subject to the attached and incorporated CITY OF TAMPA INSURANCE REQUIREMENTS included as Exhibit 1 of this bid document which should be reviewed for complete insurance details and coverage requirements. Without limiting Exhibit 1, including Successful Proposer's responsibility to determine applicability (e.g. "IF APPLICABLE"), for purposes of this award the following coverages are hereby specifically deemed "ALWAYS APPLICABLE" (alpha designations match those of Exhibit 1):

a. Commercial General Liability (CGL) Insurance

Limits shall not be less than:

(a) $1,000,000 per occurrence and a $2,000,000 general aggregate for awards valued at $2,000,000 or less.
(b) For awards valued over $2,000,000, a general aggregate limit that equals or exceeds the award's value.

b. Automobile Liability (AL) Insurance

Limits shall not be less than:

(a) 500,000 combined single limit each occurrence bodily injury & property damage for awards valued at $100,000 or less.
(b) $1,000,000 combined single limit each occurrence bodily injury & property damage for awards valued over $100,000.

c. Worker's Compensation (WC) and Employer's Liability Insurance

Employer's Liability limits shall not be less than:

(a) $500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for awards valued at $100,000 and under.
(b) $1,000,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for awards valued over $100,000.

d. Excess (Umbrella) Liability Insurance

For awards valued at $2,000,000 or more, at least $4,000,000 per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed. May also compensate for a deficiency in Commercial General Liability, Automobile Liability or Worker's Compensation insurance coverage limits.

e. Professional or Errors and Omission Liability on an occurrence or claims made form, coverage shall cover any act or omission in the rendering of professional services pursuant to the award/contract.

- $2,000,000 per Claim/Incident

Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than a A.M. Best rating of no less than A-, Class VII, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

Within ten working days of receipt of notification of intent to award, the successful Bidder/Proposer shall provide the City of Tampa Purchasing Department the required insurance on the Acord 25 Certificate of Insurance form (or its equivalent). Failure to furnish by the 10th working day may disqualify Bidder/Proposer as non-responsible, unless the due date is extended by the Director of Purchasing or his Designee.

The City of Tampa may from time to time use a third party vendor (presently Ebix BPO) to manage its insurance certificates and related documentation which vendor may periodically initiate contact, requests for information, etc. on the City's behalf.

Note: All claims made forms must provide retroactive date information for all policies.

End of Section II

SECTION III. PROPOSER'S AFFIDAVIT AND PROPOSAL SIGNATURE FORMS

PROPOSER'S AFFIDAVIT

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared

_____

AFFIANT'S NAME

Who, after being duly cautioned and sworn, and being fully aware of the penalties of perjury, does hereby depose and declare, on his own behalf or as a representative on behalf of a partnership or corporation, or other entity that is the Proposer in the matter at hand, as follows:

1. That the Proposer, if a natural person, is of lawful age.

2. That if the Proposer is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.

3. That if the Proposer is operating under a fictitious name, Proposer has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;

4. That the Proposer has not submitted a rigged Bid, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this bid with any other natural person, partnership, corporation or other entity making a bid for the same purpose. The Proposer has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.

5. In the event that the City determines that the Proposer has participated in any collusive, deceptive or fraudulent practices in derogation of the statements in this Affidavit the City, in addition to any other remedy it may exercise, will have the right to debar the Proposer. The contract let under such circumstances shall be deemed invalid.

6. That the Proposer is not in arrears to the City of Tampa upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Hillsborough County or the State of Florida.

7. That no officer or employee of the City, either individually or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract or award to this Proposer; nor does the Proposer know of any City officer or employee having any financial interest in assisting the Proposer to obtain, or in any other way effecting, the award of the contract to this Proposer.

8. That, by submitting this bid, the Proposer certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.

9. That, by submitting this Bid for a Contract $1,000,000 and greater, Bidder certifies that the Contractor is not on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria.

FURTHER AFFIANT SAYETH NOT.

Proposer: Complete the applicable Acknowledgement for An Individual Acting In His Own Right, A Partnership or A Corporation, according to your firm type.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT

State of _____
County of _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me this _____ day of _____ 20__, by _____, who is personally known to me or who has produced identification and who did (did not) take an oath.

_____ _____
Signature of Notary Public Signature of Affiant

Notary Public
State of: _____
My Commission
Expires: _____

_____ _____
Printed, typed or stamped Printed or typed name of Affiant
Commissioned name of notary public

FOR A PARTNERSHIP

State of _____
County of _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me this ____ day of _____ _____
20__, by _____, who is a partner on behalf of _____, a partnership. He/She is personally known to me or has produced identification and did (did not) take an oath.

_____ _____
Signature of Notary Public Signature of Affiant

Notary Public
State of: _____
My Commission
Expires: _____

_____ _____
Printed, typed or stamped Printed or typed name of Affiant
Commissioned name of notary public

FOR A CORPORATION

State of _____
County of _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me this _____ day of_____20____, by _____, who

is_____
(Title)

of_____
(Corporation Name)

a corporation under the laws of the State of _____, on behalf of the said corporation. He/She is personally known to me or who has produced identification and who did (did not) take an oath.

_____
Signature of Notary Public

_____
Signature of Affiant

Notary Public
State of: _____
My Commission
Expires: _____

_____
Printed, typed or stamped
Commissioned name of notary public

_____
Printed or typed name of Affiant

PROPOSAL SIGNATURE FORM
FOR
JOB ORDER CONTRACTING CONSULTING SERVICES

In compliance with this RFP and to all the conditions imposed herein, the undersigned offers and agrees to provide **RFP# 41111317 JOB ORDER CONTRACTING CONSULTING SERVICES,** in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiation. This completed Proposal Signature form must be submitted with the Proposer's written proposal and will become a part of any agreement that may be awarded. This Proposal Signature Form must be signed by an authorized representative as defined in Section II. General Conditions, Subsection 3. Content of Proposal of this RFP. **If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal is considered non-responsive.**

Please type or print:

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Federal ID #.: _____ Telephone No.: _____ Email: _____

Type Organization: [ ] Individual [ ] Small Business [ ] Non-Profit
[ ] Partnership [ ] Corporation [ ] Joint Venture

Attach copies of all such licenses, permits or certificates issued to the business entity.

Business is licensed, (unless exempt by applicable law) permitted or certified to do business in the State of Florida:
[ ] Yes [ ] No. License # _____

Minority Business Status: [ ] Black [ ] Hispanic [ ] Woman [ ] Other

Is your business certified as a minority business (WMBE) or small business enterprise (SLBE) with any government agency?
[ ] Yes [ ] No. If yes, please list below:

Agency Name	Certification Number	Expiration Date
_____	_____	_____
_____	_____	_____

Sub-Contracting Submittals required: Forms MBD-10, MBD-20 must be submitted with the bid/proposal.

By signing this Proposal Signature Form, the Proposer complies with all of the requirements of the RFP package including but not limited to Communication Policy and City of Tampa Ethics Code contained in SECTION II. GENERAL CONDITIONS.

NOTE: When Proposer is a corporation, the president, vice president or other person duly authorized to bind the corporation shall set out the corporate name in full beneath which he/she shall sign his/her name and give the title of his/her office or position. The proposal shall also bear the seal of the corporation attested by its corporate secretary. **Proposals signed by a person other than an officer of the corporation, shall be accompanied by evidence of authority.**

Authorized Signature: _____ Date: _____

End of Section III

SECTION IV. SUB-CONTRACTING FORMS AND PAYMENT FORM

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Page 1 of 4 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-10)

Contract No.: 17-P-00681 Contract Name: Job Order Contracting Consulting Services RFP #41111317
Company Name:_____ Address:_____
Federal ID:_____ Phone:_____ Fax:_____ Email:_____

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.

[ ] No Firms were contacted or solicited for this contract.
[ ] No Firms were contacted because:_____
[ ] See attached list of additional Firms solicited and all supplemental information (List must comply to this form)

Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses

NIGP Code Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

S = SLBE W=WMBE O = Neither Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub–contracting opportunities on this contract.

Signed:_____ Name/Title:_____ Date:_____

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive
Forms must be included with Bid / Proposal

MBD 10 rev./effective 02/2016

Tampa

Page 2 of 4 – DMI Solicited/Utilized

Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form (Form MBD-10)

This form must be submitted with all bids or proposals. **All** subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that follow correspond to the headings on the form required to be completed. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID.** FIN. A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted or solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal or Participation Plan Requirement was not set by the City resulting in your business not using subcontractors and will self-perform all work. If during the performance of the contract you employ subcontractors, the City must pre-approve subcontractors. Use of the "Sub-(Contractors/Consultants/Suppliers) Payments" form (MBD Form-30) must be submitted with every pay application and invoice. Note: Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide brief explanation why no firms were contacted or solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the form. All DMI data not submitted on the MBD Form-10 must be in the same format and have all requested data from MBD Form-10 included.

The following instructions are for information of any and all subcontractors solicited.

- **"S" = SLBE, "W" = WMBE.** Enter "S" for firms Certified by the City as Small Local Business Enterprises and/or "W" for firms Certified by the City as either Women/Minority Business Enterprise; **"O" = Non-certified others.**
- **Federal ID.** FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes aka "National Institute of Governmental Purchasing" are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method(s) of soliciting for bid.
- **Quote or Resp. (response) Rec'd (received) Y/N.** Indicate "Y" Yes if you received a quotation or if you received a response to your solicitation. Indicate "N" No if you received no response to your solicitation from the subcontractor. Must keep records: log, ledger, documentation, etc. that can validate/verify.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Minority and Small Business Development Office at (813) 274-5522.

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Page 3 of 4 – DMI Solicited/Utilized Schedules

City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)

(FORM MBD-20)

Contract No.: 17-P-00681 Contract Name: Job Order Contracting Consulting Services RFP #41111317

Company Name:_____ Address:_____

Federal ID:_____ Phone:_____ Fax:_____ Email:_____

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4.

[ ] See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)

Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses

[ ] No Subcontracting/consulting (of any kind) will be performed on this contract.

[ ] No Firms are listed to be utilized because:_____

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

S = SLBE W=WMBE O =Neither Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %

Total ALL Subcontract / Supplier Utilization $_____

Total SLBE Utilization $ _____

Total WMBE Utilization $ _____

Percent SLBE Utilization of Total Bid/Proposal Amt. _____% Percent WMBE Utilization of Total Bid/Proposal Amt. _____%

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.

Signed:_____ Name/Title:_____ Date:_____

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Forms must be included with Bid / Proposal

MBD 20 rev./effective 02/2016

Page 4 of 4 DMI – Solicited/Utilized

Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) to be Utilized Form (Form MBD-20)

This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) projected to be utilized must be included on this form. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

Contract No. This is the number assigned by the City of Tampa for the bid or proposal.

- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID.** FIN. A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting/consulting (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal or Participation Plan Requirement was set by the City, but will self-perform all work. When subcontractors are utilized during the performance of the contract, the "Sub-(Contractors/Consultants/Suppliers) Payments" form (MBD Form-30) must be submitted with every pay application and invoice. Note: certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors, including completion and submitting Form-10 and Form-20.
- **No Firms listed To-Be-Utilized.** Check box; provide brief explanation why no firms were retained when a goal or participation plan requirement was set on the contract. Note: mandatory compliance with Good Faith Effort outreach (GFECP) requirements applies (MBD Form-50) and supporting documentation must accompany the bid.
- **See attached documents.** Check box, if after completing the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the scope/value/percent utilization of subcontractors. Reproduce copies of MBD-20 and attach. All data not submitted on duplicate forms must be in the same format and content as specified in these instructions.

The following instructions are for information of Any and All subcontractors To Be Utilized.

- **Federal ID.** FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **"S" = SLBE, "W" = WMBE.** Enter "**S**" for firms Certified by the City as Small Local Business Enterprises and/or "**W**" for firms Certified by the City as Women/Minority Business Enterprise; **"O" = Non-certified others.**
- **Company Name, Address, Phone & Fax**. Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. Abbreviated list of NIGP is available at http:/www.tampagov.net/mbd "Information Resources".
- **Amount of Quote, Letters of Intent** (required for both SLBEs and WMBEs).
- **Percent of Work/Contract.** Indicate the percent of the total contract price the subcontract(s) represent. For CCNA only (i.e. Consultant A/E Services) you must indicate subcontracts as percent of total scope/contract.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may be optional in CCNA depending on solicitation format).
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid/proposal amount.
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Minority and Small Business Development Office at (813) 274-5522.

City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments

[ ] Partial [ ] Final

(FORM MBD-30)

Contract No.: 17-P-00681 WO#,(if any):_____ Contract Name: Job Order Contracting Consulting Services RFP #41111317

Contractor Name:_____ Address:_____

Federal ID:_____ Phone:_____ Fax:_____ Email:_____

GC Pay Period:_____Payment Request/Invoice Number:_____ City Department:_____

Total Amount Requested for pay period: $_____ Total Contract Amount (including change orders):$_____

-Type of Ownership - (F=Female M=Male), BF BM = African Am., HF HM = Hispanic Am., AF AM = Asian Am., NF NM = Native Am., CF CM = Caucasian S = SLBE

Type Trade/Work Activity []Sub []Supplier Federal ID	Company Name Address Phone & Fax	Total Sub Contract Or PO Amount	Amount Paid To Date Amount Pending Previously Reported	Amount To Be Paid For This Period Sub Pay Period Ending Date
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)

Certification: I hereby certify that the above information is a true and accurate account of payments to sub – contractors/consultants on this contract.

Signed:_____ Name/Title:_____ Date:_____

DMI form 30 (rev. 10/01/12)

Note: Detailed Instructions for completing this form are on the next page

Instructions for completing The DMI Sub-(Contractors/Consultants/ Suppliers) Payment Form (Form MBD-30)

This form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the pay period. If applicable, after payment has been made to the subcontractor, "Waiver and Release of Lien upon Progress Payment", "Affidavit of Contractor in Connection with Final Payment", or an affidavit of payment must be submitted with the amount paid for the pay period. The following will detail what data is required for this form. The instructions that follow correspond to the headings on the form required to be completed. **(Modifying or omitted information from this form my result in non-compliance).**

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **W.O.#** If the report covers a work order number (W.O.#) for the contract, please indicate it in that space.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID.** A number assigned to a business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **Pay Period.** Provide start and finish dates for pay period. (e.g. 05/01/13 – 05/31/13)
- **Payment Request/Invoice Number.** Provide sequence number for payment requests. (ex. Payment one, write 1 in space, payment three, write 3 in space provided.)
- **City Department**. The City of Tampa department to which the contract pertains.
- **Total Amount Requested for pay period.** Provide all dollars you are expecting to receive for the pay period.
- **Total Contract Amount (including change orders).** Provide expected total contract amount. This includes any change orders that may increase or decrease the original contract amount.
- **Signed/Name/Title/Date**. This is your certification that the information provided on the form is accurate.
- **See attached documents.** Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.
- **Partial Payment.** Check if the payment period is a partial payment, not a final payment. Located at the top right of the form.
- **Final Payment.** Check of this period is the final payment period. Located at the top right of the form.

The following instructions are for information of any and all subcontractors used for the pay period.

- **(Type) of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business or SLBE.
- **Trade/Work Activity.** Indicate the trade, service, or material provided by the subcontractor.
- **SubContractor/SubConsultant/Supplier.** Please indicate status of firm on this contract.
- **Federal ID.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **Company Name, Address, Phone & Fax**. Provide company information for verification of payments.
- **Total Subcontract Amount.** Provide total amount of subcontract for subcontractor including change orders.
- **Amount Paid To Date.** Indicate all dollars paid to date for the subcontractor.
- **Amount Pending, Previously Reported.** Indicate any amount previously reported that payments are pending.
- **Amount To Be Paid for this Period.** Provide dollar amount of dollars requested for the pay period.
- **Sub Pay Period Ending Date.** Provide date for which subcontractor invoiced performed work.

Forms must be signed and dated or will be considered incomplete. The company authorized representative must sign and certify the information is true and accurate. Failure to sign this document or return the document unsigned can be cause for determining a company is in non-compliance of Ordinance 2008-89.

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.

City of Tampa
Official Letter of Intent
(Form MBD-40)

A Letter of Intent is required for each WMBE/SLBE listed on the Schedule of Subcontractors to be Utilized (MBD 20 Form). Letter of Intent must be signed by both the Bidder/Service Provider and WMBE/SLBE firm.

Bid/Proposal/Contract Number: _____

Bid/Proposal/Contract Name: _____

A. To be completed by the Bidder/Service Provider

Name of Bidder: _____
Address: _____
_____

Contact Person: _____
Telephone: _____ Fax: _____
Email: _____

B. To be completed by WMBE/SLBE

Name of WMBE/SLBE: _____
Address: _____
_____

Contact Person: _____
Telephone: _____ Fax: _____
Email: _____

C. Identify the scope of work to be performed or item(s) to be supplied by the WMBE/SLBE. On unit price bids, identify to which bid line item the WMBE/SLBE's work scope or supply corresponds:

_____
_____
_____

D. Cost of work to be performed by WMBE/SLBE: _____
E. Cost of work to be performed by WMBE/SLBE as a percent of total City contract amount:$_____

Bidder/Proposer certifies that it intends to utilize the WMBE/SLBE listed above, and that the work described above is accurate. Bidder/Proposer will provide City with copy of the related subcontract agreement and/or purchase order prior to commencement of the WMBE/SLBE's work. The WMBE/SLBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Bidder/Proposer: _____ Date: _____
Signature and Title

WMBE/SLBE Firm: _____ Date: _____
Signature and Title

Rev. 10/12/12 MBD 40

Official Letter of Intent Instructions
City of Tampa
Equal Business Opportunity Program

The Official Letter of Intent must be submitted to the soliciting department within ten (10) work days of the bid opening, prior to award. Not providing all letters of intent within the prescribed time frame may be cause to delay award or declare the bid to be non-responsive.

Bid/Proposal/Contract Number- Please provide bid/proposal/contract number provided by City of Tampa procuring department.

Bid/Proposal/Contract Name – Please provide bid/proposal/contract name provided by City of Tampa procuring department.

To be Completed by the Bidder/Service Provide – Please provide prime contractor or main bidders detailed company information as indicated.

To be completed by the WMBE/SLBE – Please provide WMBE/SLBE subcontractor detailed company information as indicated.

Bidder is to Identify the scope of work to be performed or item(s) to be supplied by the WMBE/SLBE. On unit price bids identify, which bid line item the WMBE/SLBE's scope of work or supply corresponds – Please provide details of the services or supplies the WMBE/SLBE will provide.

Cost of work to be performed by WMBE/SLBE – Provide agreed upon estimate of work or supplies total price (Unit prices are accepted if specific quantities have yet to be determined).

Bidder/Proposer – Signature of authorized agent for the prime contractor or main bidder with date signed.

WMBE/SLBE firm – Signature of authorized agent for the WMBE/SLBE subcontractor or supplier with date signed.

Contract Confirmation – A copy of the executed subcontract agreement and/or purchase order with the WMBE/SLBE must be filed with the City of Tampa immediately upon execution and/or prior to commencement of work by WMBE/SLBE.

Procurement Guidelines To Implement Minority & Small Business Participation

Underutilized WMBE Primes by Industry Category

FORMAL PROCUREMENT

Construction	Construction- Related	Professional	Non-Professional	Goods
Black	Asian	Black	Black	Black
Hispanic	Native Am.	Hispanic	Asian	Hispanic
Native Am.	Woman	Asian	Native Am.	Asian
Woman		Native Am.		Native Am.
		Woman		Woman

Underutilized WMBE Sub-Contractors / Sub-Consultants

SUB WORK

Construction	Construction- Related	Professional	Non-Professional	Goods
Black	Black	Black	Black	Black
	Asian	Hispanic	Asian	Asian
	Native Am.	Asian	Native Am.	Native Am.
	Woman	Native Am.		Woman
		Woman		

Policy

The Guidelines apply to formal procurements and solicitations. WMBE participation will be narrowly-tailored.

Index

- Black = Black/African-American Business Enterprise
- Hispanic = Hispanic Business Enterprise
- Asian = Asian Business Enterprise
- Native Am. = Native American Business Enterprise
- Woman = Woman Business Enterprise (Caucasian)

Industry Categories

Construction is defined as: new construction, renovation, restoration, maintenance of public improvements and underground utilities.

Construction-Related Services are defined as: architecture, professional engineering, landscape architecture, design build, construction management services, or registered surveying and mapping.

Professional Services are defined as: attorney, accountant, medical doctor, veterinarian, miscellaneous consultant, etc.

Non-Professional Services are defined as: lawn maintenance, painting, janitorial, printing, hauling, security guard, etc.

Goods are defined as: all supplies, materials, pipes, equipment, machinery, appliances, and other commodities.

MBD Form-70

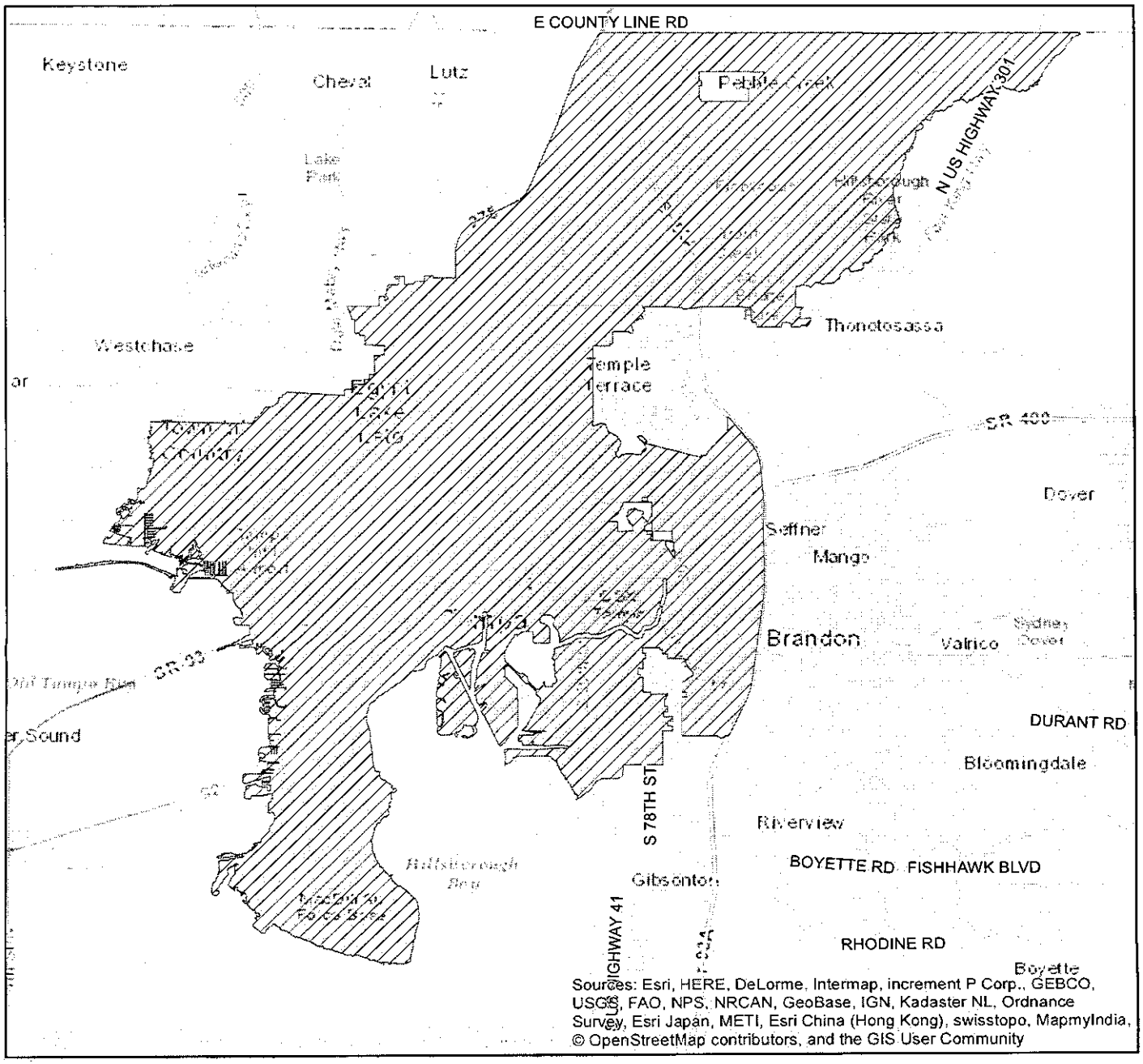
ATTACHMENT A - PROPOSAL SUBMITTAL CHECK LIST

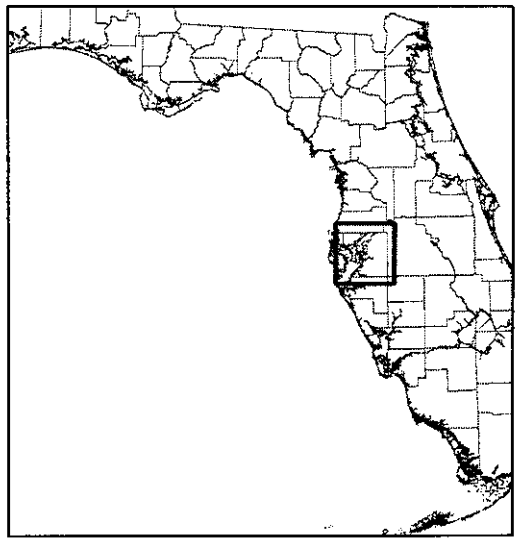
The Proposer is cautioned to read and become familiar with all sections of the City of Tampa's (City) RFP package. Failure to do so may result in the submission of an irregular RFP response by the Proposer resulting in its possible rejection by the City. The following itemized checklist identifies various items that are mandatory requirements in order to accept the Proposer's response to the City's RFP. No representation is made that the following checklist is a complete guide to every requirement for consideration by the Proposer.

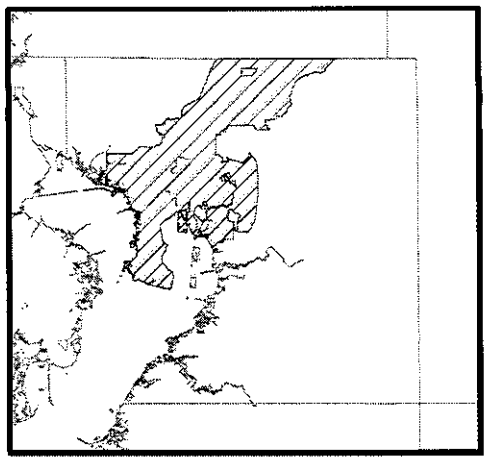
It is the responsibility of the Proposer to complete the Check List, identify the proposal page number and submit in the proposal under Section II. General Conditions, Section 3. Content of Proposals.

SECTION I. SCOPE OF SERVICES		**PAGE NUMBER IN PROPOSAL**
SECTION 4.	**PROPOSER SUBMITTALS**	
4.1	Proposer's Minimum Requirements	_____
4.2	Contract termination for Default	_____
4.3	Contract Litigation/Legal Proceedings	_____
4.4	Experience in the State of Florida	_____
4.5	WMBE/SLBE Experience	_____
5.11	Certified Resolutions.	_____
5.12	Project Guaranty Agreement.	_____
SECTION III. PROPOSER'S AFFIRMATION FORM		
Form is filled out, executed and notarized.		_____
SECTION III. PROPOSAL SIGNATURE FORM		
Form is filled out and executed.		_____
SECTION IV. SUB-CONTRACTING FORMS		
Form MBD 10 - Solicited		
Form is filled out and executed.		_____
Form MBD 20 - Utilized		
Form is filled out and executed.		_____
Proposal is submitted in the format required under Section 3. Content of Proposal?		_____

City of Tampa Water Service Area





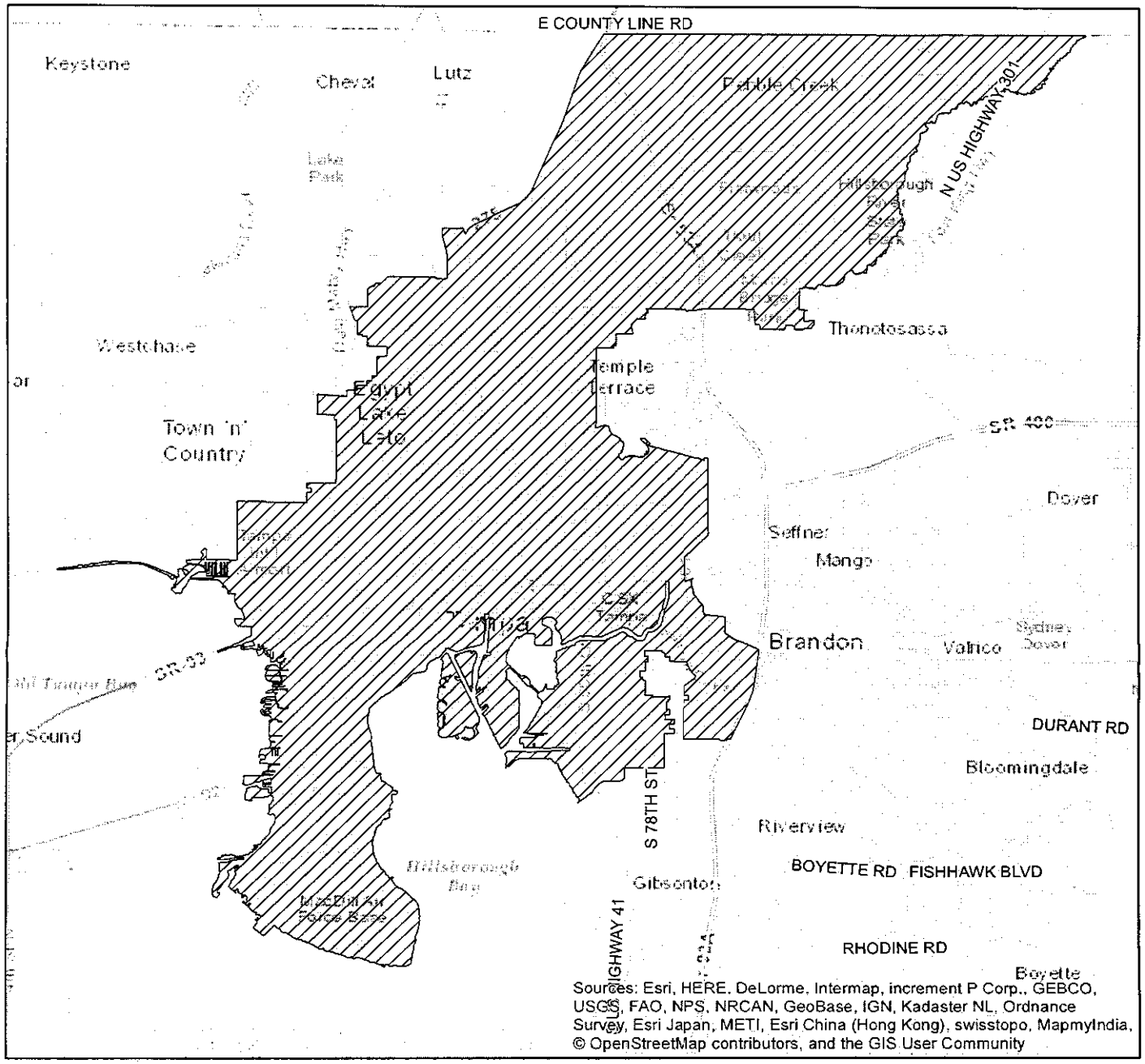


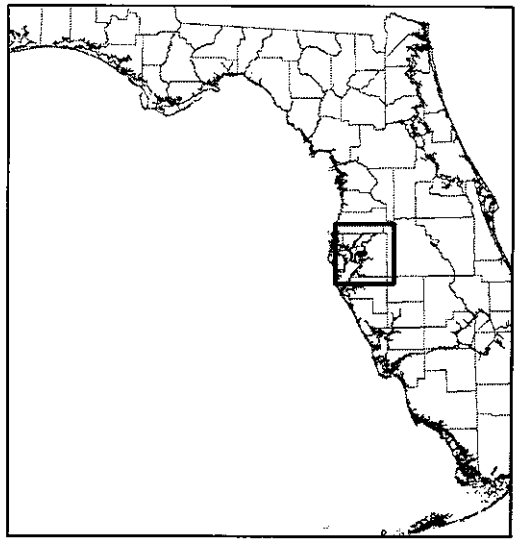
Legend

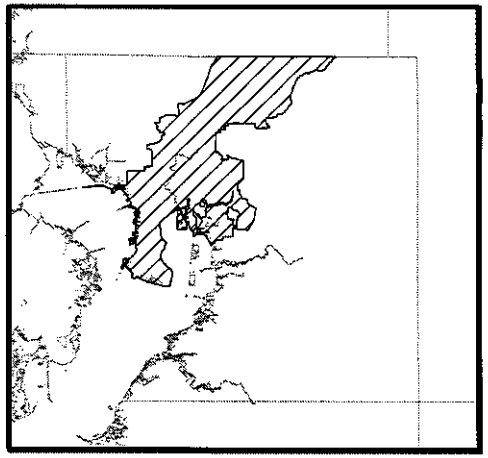
City of Tampa Water Service Area

N W E S

City of Tampa Wastewater Service Area







Legend

City of Tampa Wastewater Service Area

N W E S

Requested Voluntary Information Regarding
Bidder's Initial Employment Application Content

The Bidder's own initial application for employment has criminal history screening practices similar in nature to the practices contained in Chapter 12, Article VI – Criminal History Screening Practices, City of Tampa Code of Ordinances, which can be found at the website link:
https://www.municode.com/library/fl/tampa/codes/code_of_ordinances?nodeId=COOR_CH12HURI_ARTVICRHISCPR

[_] Yes [_] No

The City requires this information for informational purposes only pursuant to Section 2-284, City of Tampa Code of Ordinances. It will not be used either as a basis of award or denial thereof. It may not be used by any party as a basis of any protest.

Firm Name: _____

Authorized signature: _____ Date: _____

EXHIBIT 1 - CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Successful Proposer/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims for injuries to persons (including death) or damages to property which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Firm's maintenance of insurance coverage as required herein is a material element of the Agreement and the failure to maintain or renew coverage or provide evidence of same (defined to include without limitation Firm's affirmative duty to provide from time to time upon City's request certificates of insurance, complete and certified copies of Firm's insurance policies, forms, and endorsements, information on the amount of claims payments or reserves chargeable to the aggregate amount of coverage(s) whether during the term of the Agreement or after as may be requested by the City in response to an issue or potential claim arising out of or related to the Agreement to which Firm's insurance obligations hereunder may apply or possibly help mitigate) may be treated as a material breach of the Agreement. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may (i) terminate the Agreement or (ii) purchase such coverages as City deems necessary to protect the itself (charging Firm for same) and at City's option suspending Firm's performance until such coverage is in place. If Firm does not reimburse City for such costs within 10 days after demand, in addition to any other rights, City shall also have the right to offset such costs from amounts due Firm under any agreement with the City. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation

Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

The City reserves the right from time to time to modify or waive any or all of these insurance requirements (or to reject policies) based on the specific nature of goods/services to be provided, nature of the risk, prior experience, insurer, coverage, financial condition, failure to operate legally, or other special circumstances. If Firm maintains broader coverage and/or higher limits than the minimums shown herein, the City requires and shall be entitled to such broader coverage and/or higher limits maintained by Firm. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. No representation is made that the minimum insurance requirements are sufficient to cover Firm's interests, liabilities, or obligations. Required insurance shall not limit Firm's liability.

Firm acknowledges and agrees Firm and not the City is the party in the best position to determine applicability (e.g. "IF APPLICABLE"), confirm, and/or verify its insurance coverage. Acceptance by the City, or by any of its employees, representatives, agents, etc. of certificates or other documentation of insurance or policies pursuant to the terms of this document and the Agreement evidencing insurance coverages and limits does not constitute approval or agreement that the insurance requirements have been met or that coverages or policies are in compliance. Furthermore, receipt, acceptance, and/or approval of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its employees, representatives, agents, etc., which indicate less coverage than required does not constitute a waiver of Firm's obligation to fulfill these insurance requirements.

MINIMUM SCOPE AND LIMIT OF INSURANCE: ("M" indicates million(s), for example $1M is $1,000,000)

A. **Commercial General Liability (CGL) Insurance** on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. Limits shall not be less than $1M per occurrence and $2M general aggregate for Agreements valued at $2M or less; if valued over $2M, a general aggregate limit that equals or exceeds the Agreement's value. If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent). **(ALWAYS APPLICABLE)**

B. **Automobile Liability (AL) Insurance** in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. AL insurance shall not be less than: (a) $500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at $100,000 or less or (b) $1M combined single limit each occurrence bodily injury and property damage for Agreements valued over $100,000. If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent). **(ALWAYS APPLICABLE)**

EXHIBIT 1 - CITY OF TAMPA INSURANCE REQUIREMENTS (CONT'D)

C. **Worker's Compensation (WC) & Employer's Liability Insurance** for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. Employer's Liability with minimum limits of (a) $500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at $100,000 and under or (b) $1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements. **(ALWAYS APPLICABLE)**

D. **Excess (Umbrella) Liability Insurance** for Agreements valued at $2M or more, at least $4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC. **(ALWAYS APPLICABLE)**

E. **Builder's Risk Insurance** for property loss exposure associated with construction/renovation/additions to buildings or structures, including materials or fixtures to be incorporated. Must be "All Risk" form with limits of no less than the project's completed value, have no coinsurance penalties, eliminate the "occupancy clause", cover Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. **(IF APPLICABLE)**

F. **Installation Floater** coverage for property (usually highly valued equipment or materials such as compressors, generators, etc.) during its installation. Coverage must be "All Risk" including installation and transit for no less than 100% of the installed replacement cost value. **(IF APPLICABLE)**

G. **Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (CPrL)/ Medical Malpractice Insurance** where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of at least $1M per occurrence and $2M aggregate; deletion of design/ build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same. **(IF APPLICABLE)**

H. **Railroad Protective Liability (RPL) Insurance** for construction within 50ft of operated railroad track(s) or where affects any railroad bridge, trestle, tunnel, track(s) roadbed, or over/under pass. Subject to involved rail road's approval prior to commencement of work. **(IF APPLICABLE).**

I. **Pollution and/or Asbestos Legal Liability Insurance** where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites),pollutant generation/transportation, marine/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least $1M per occurrence and $2M aggregate, maintained for at least 3 years after Agreement completion. **(IF APPLICABLE)**

J. **Cyber Liability Insurance** where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services and products are involved. Limits of not less than $2M per occurrence and $2M aggregate. Coverage sufficiently broad to respond to duties and obligations undertaken by Firm, and shall include, but not be limited to, claims involving infringement of intellectual property/copyright, trademark, trade dress, invasion of privacy violations, damage to or destruction of electronic information, information theft, release of confidential and/or private information, alteration of electronic information, extortion, virus transmission, and network security. Coverage, as applicable and with sufficient limits to respond, for breach response costs, regulatory fines and penalties, credit monitoring expenses. **(IF APPLICABLE)**

K. **Drone/UAV Liability Insurance** where Agreements involves unmanned aerial vehicles/drones. Coverage to include products and completed opera-tions, property damage, bodily injury with limits no less than $1M per occur-rence, and $2M aggregate; may be provided by CGL endorsement subject to City's prior written approval. **(IF APPLICABLE)**

L. **Longshore & Harbor Workers' Compensation Act/Jones Act** for work being conducted near, above, or on "navigable waters" for not less than the above Employer's Liability Insurance limit. **(IF APPLICABLE)**

M. **Garagekeeper/Hangerkeeper/Marina Operator Legal Liability Insurance and/or Hull/P&I Insurance** where parking lot, valet, dealership, garage services, towing, etc. and/or operation of a hangar, marina, or airplane/ship repairer, providing safe berth, air/watercraft storage/docking (on land/ in water), fueling, tours, charters, ferries, dredges, tugs, mooring, towing, boat/aircraft equipment/repair/alteration/maintenance, etc.; cover-age against liability for damage to vehicles air/watercraft, their machinery in Firm's care, custody, or control both private & commercial. Limits at least equal to greater of $1M, value of max number of vehicles that may be in Firm's custody, or of most costly object in Firm's custody. **(IF APPLICABLE)**

EXHIBIT 1 - CITY OF TAMPA INSURANCE REQUIREMENTS (CONT'D)

N. **Property Insurance and Interruption of Business (IOB) Insurance** where premises, building, structure, or improved real property is leased, licensed, or otherwise occupied by Firm. Property Insurance against all risks of loss to any occupant/tenant improvements at full replacement cost with no coinsurance penalty, including fire, water, leak damage, and flood, as applicable, vandalism and malicious mischief endorsements. IOB by which minimum monthly rent will be paid to City for up to 1 year if premises are destroyed, rendered inaccessible or untenantable, including disruption of utilities, water, or telecommunications. (IF APPLICABLE)

O. **Liquor Liability/Host Liquor Liability** where Firm directly or indirectly provides alcoholic beverages, limits of at least $1M per occurrence and $1M aggregate. **(IF APPLICABLE)**

P. **Educators Legal Liability Insurance** where day care, after school program, recreational activities, etc. limits per G above. **(IF APPLICABLE)**

ACCEPTABILITY OF INSURERS - Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than **A-:VII** or, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

ADDITIONAL INSURED - **City, its elected officials, departments, officers, officials, employees, and volunteers together with, as applicable, any associated lender of the City shall be covered as additional insureds on all liability coverage (e.g. CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm.** Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 10 20, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 if later revisions used).

CANCELLATION/NON-RENEWAL – Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days' notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm's receipt from its insurer of any notices of same. If any policy's aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City's notice (or Award contact) address as stated in the Agreement with a copy to the following: ☐ Purchasing Department, 306 E Jackson Street, Tampa, FL 33602

☒ Other: City of Tampa Insurance Compliance c/o Ebix BPO, PO Box 100085- ZS, Duluth, GA 30096

CERTIFICATE OF INSURANCE (COI) – to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least 30 days before expiration to the above address(es). COIs shall specifically identify the Agreement and its subject (project, lease, etc.), shall be sufficiently comprehensive to insure City (named as additional insured) and Firm and to certify that coverage extends to subcontractors' acts or omissions, and as to permit the City to determine the required coverages are in place without the responsibility of examining individual policies. **Certificate Holder must be The City of Tampa, Florida.**

CLAIMS MADE – If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at least 3 years following completion and acceptance of the work either through purchase of an extended reporting provision or purchase of successive renewals. The Retroactive Date must be shown and be a date not later than the earlier of the Agreement date or the date performance/occupancy began thereunder.

DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR) – must be disclosed to City and, if over $500,000, approved by the City in advance and in writing, including at City's option being guaranteed, reduced, or eliminated (additionally if a SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with a SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

PERFORMANCE – All insurance policies shall be fully performable in Hillsborough County, Florida (the County), and construed in accordance with Florida law. Further, all insurance policies must expressly state that the insurance company will accept service of process in the County and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court of the County.

EXHIBIT 1 - CITY OF TAMPA INSURANCE REQUIREMENTS (CONT'D)

PRIMARY POLICIES - Firm's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, employees, and volunteers shall be excess of the Firm's insurance and shall not contribute with it.

SUBCONTRACTORS/INDEPENDENT ASSOCIATES/CONSULTANTS/SUBTENANTS/SUBLICENSEE – Firm shall require and verify that all such entities maintain insurance meeting all requirements stated herein with the City as an additional insured by endorsement (ISO FORM CG 20 38, or broader) or otherwise include such entities within Firm's insurance policies. Upon City's request, Firm shall furnish complete and certified copies of copies of such entities' insurance policies, forms, and endorsements.

SUBCONTRACTOR DEFAULT INSURANCE, CONTROLLED INSURANCE PROGRAM, WRAP-UP - Use requires express prior written consent of City Risk Manager.

UNAVAILABILITY – To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title and interest (but not any liabilities or obligations) under any applicable policies of insurance.

WAIVER OF SUBROGATION – With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

WAIVER/RELEASE AGREEMENT – Where Firm has a defined group of persons who might be exposed to harm (e.g. participants in an athletic event/program, volunteers) any waiver or release agreement used by Firm whereby such persons (and their parent/guardian as applicable) discharge Firm from claims and liabilities, shall include the City, its elected officials, departments, officers, officials, employees, and volunteers to the same extent as Firm.

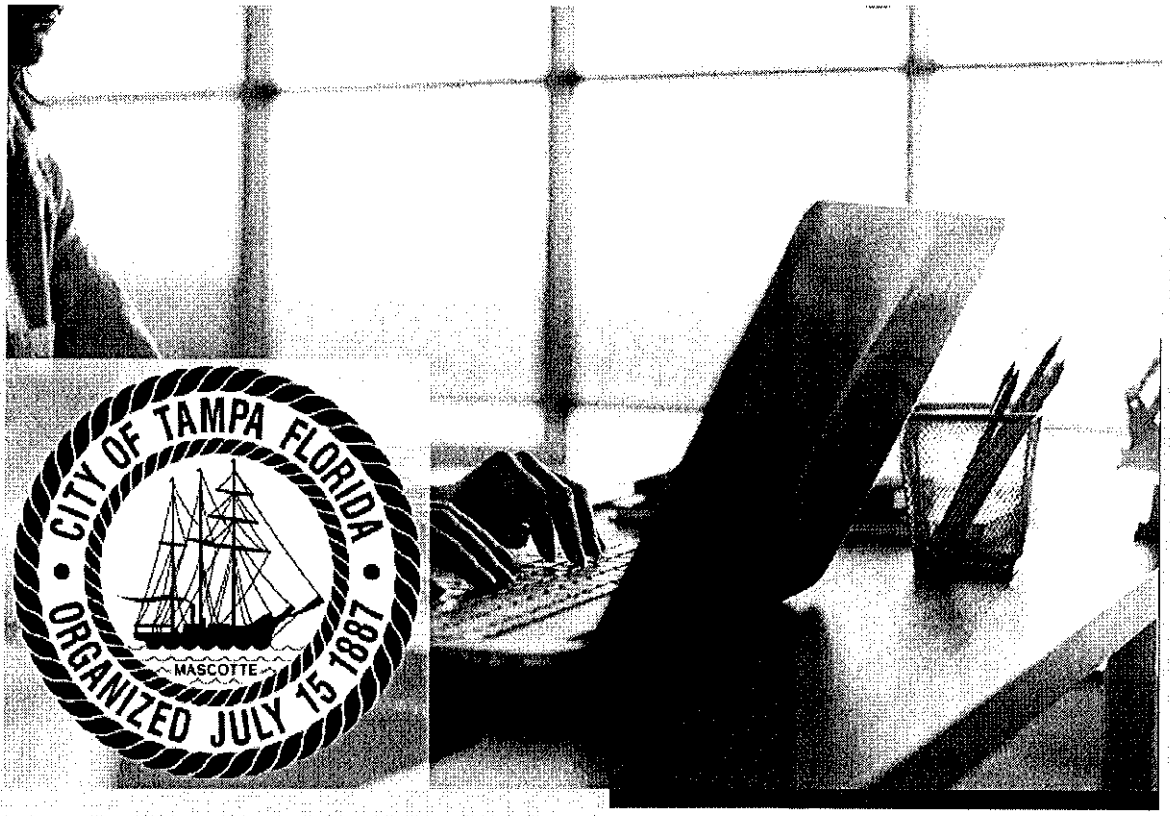
Revised 11/01/2016

Original

Building knowledge

Proposal for Job Order Contracting Consulting Services for the City of Tampa

RFP #41111317
November 2017



GORDIAN®

GORDIAN®

November 9, 2017

Purchasing Department
City of Tampa
Tampa Municipal Office Building, 2nd Floor
306 E. Jackson Street
Tampa, Florida 33602

Attn: Gregory Spearman, Director of Purchasing

Re: Request for Proposal No. 41111317 –Job Order Contracting Consulting Services

Dear Mr. Spearman:

The Gordian Group, Inc. ("Gordian") is pleased to submit our proposal in response to the Request for Proposals issued by the City of Tampa (the "City") to provide services to implement and support a Job Order Contracting Consulting Program for the City. We are in receipt of the original RFP dated October 18, 2017, and Addendum No. 1 dated October 23, 2017, and Addendum No. 2 dated November 6, 2017.

This proposal is being submitted by Gordian. The authorized representative for binding signature, or for clarification or additional information regarding this response is set forth below:

Name:	The Gordian Group, Inc.
Address:	30 Patewood Drive, Suite 350, Greenville, SC 29615
Contact:	Ammon T. Lesher
Title:	Vice President and General Counsel
Email:	a.lesher@gordian.com
Telephone:	800-874-2291

Gordian's primary business focus is Job Order Contracting (JOC) products and services, and we are dedicated to improving and advancing successful Job Order Contracting programs. Gordian has developed proprietary JOC solutions that provides facility owners with the tools necessary to ensure that JOC delivers the maximum benefits of cost and time savings.

Gordian is the best-qualified firm to provide the requested products and services for the following reasons:

- For over 26 years, we have assisted facility owners in getting construction work underway much faster and less expensively, with improved quality, and increased MWBE participation compared to traditional bid methods. Invented by our founder, Harry Mellon, for NATO in 1981, our process has passed the tests of time, those of third party auditors, and earned national "Best Practice" and "Innovation" awards from the National Institute of Governmental Purchasers and the National Association of Housing and Redevelopment Officials.
- We are the leading firm that can provide single point responsibility for all of the products and services necessary for a JOC program. We prepare, customize and support, with in-house staff, the Contract Documents, Construction Task Catalog, Technical Specifications and the eGordian Information Management System that we provide to our clients. We do not rely on third parties or independent vendors. We will be 100% responsible for the success of your JOC program.
- The Gordian Group has successfully implemented and supported our JOC solutions for over 200 public owners throughout the United States, including the City of Miami, City of St. Petersburg, Miami-Dade Public Schools and Pinellas County, among many others. In addition, Gordian serves hundreds more public owners through our network of cooperative JOC contracts.
- Building a JOC program takes more than preparing customized documents and providing software. Our experience provides us with the knowledge to develop a comprehensive, fully functioning JOC program that will deliver the most value possible.

- Our approach to developing your JOC program will be a source of substantial benefits for your local, minority and women owned business programs. We have a proven track record of substantially increasing the use of local, minority and women owned firms.

We possess the best personnel, software, and construction cost data in the industry. We appreciate the opportunity to present our Job Order Contracting products and services to the City of Tampa. If you have any questions concerning the information provided in this response, please contact me at (800) 874-2291 or A.Lesher@Gordian.com.

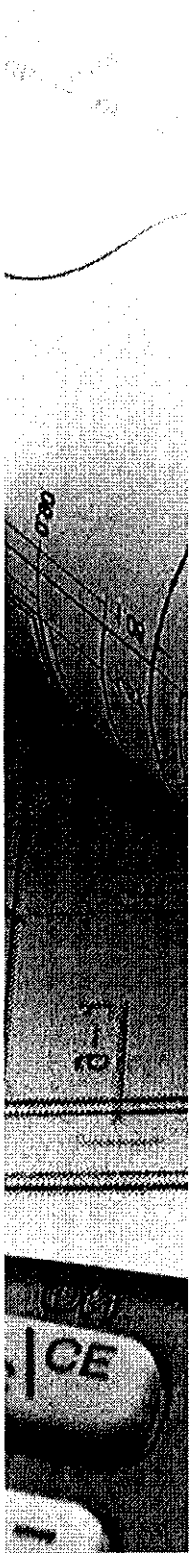
Sincerely,



Ammon T. Lesher
Vice President of Legal Affairs

City of Tampa
Response to RFP #41111317

Job Order Contracting
Consulting Services



Proposal Date:
November 13, 2017

Proposer:
The Gordian Group, Inc.
30 Patewood Drive, Bldg. 2, Suite 350, Greenville, SC 29615
Telephone 800-874-2291

Presented by its Authorized Officer:
Ammon T. Lesher
VP & General Counsel
30 Patewood Drive, Bldg. 2, Suite 350, Greenville, SC 29615
Contact E-Mail: a.lesher@gordian.com
Telephone 800-874-2291

Table of Contents

TAB/SECTION

Title Page

Table of Contents

Proposal Submittal Check List

Addenda 1

Florida Public Records Law 2

Response to Proposal 3

Section I, Scope of Services 4

References 5

General Statement of Experience 6

Operational Plan 7

Sub-Contracting Forms 8

Deviations to the RFP 9

Compensation 10

Proposer's Affirmation 11

Proposal Signature Form 12

Appendix Sample Documents

Sample Construction Task Catalog ..... A

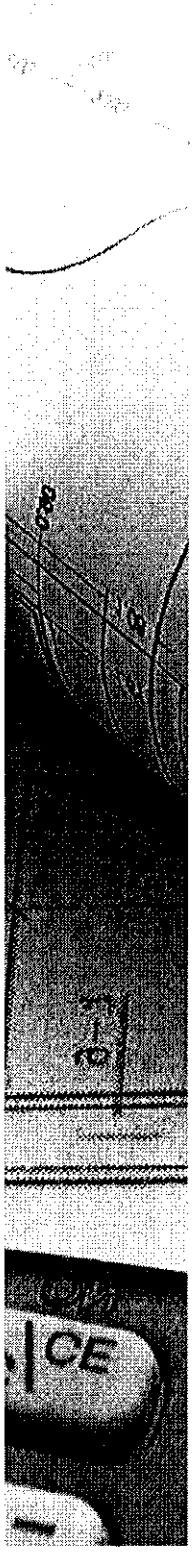
Sample Technical Specifications ..... B

eGordian Users Manual TOC and Quick Reference Guide C

Sample eGordian Customized Forms ..... D

Sample eGordian Management Reports ..... E

JOC Training Manual TOC ..... F



The information and data, furnished in connection with this Proposal to provide Job Order Contracting products and services, shall not be disclosed outside of City of Tampa Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal, except as required by law; provided, that, if a contract is awarded to this offeror as a result of or in connection with the submission of this information or data, the City of Tampa shall have the right to duplicate, use or disclose the information or data to the extent provided for in the contract. The information and data subject to these restrictions as noted above are appropriately marked "Confidential and Proprietary". Copyright ©2016 by The Gordian Group, Inc. All rights reserved. Job Order Contracting Core, Job Order Contracting Advanced, Job Order Contracting Complete, Job Order Contracting Complete Management, eGordian, ezIQC and Construction Task Catalog are either registered trademarks or trademarks of The Gordian Group, Inc. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

ATTACHMENT A - PROPOSAL SUBMITTAL CHECK LIST

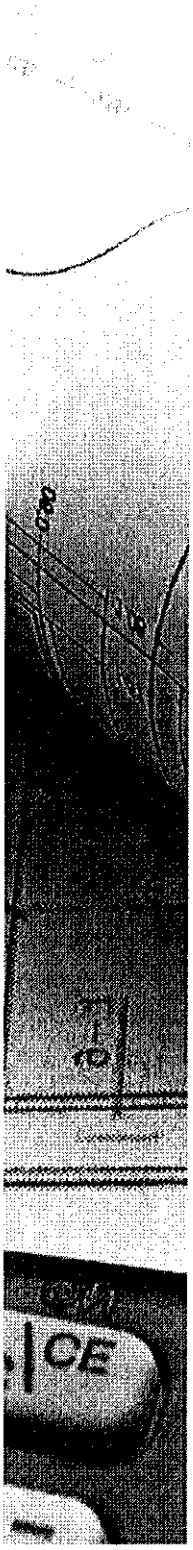
The Proposer is cautioned to read and become familiar with all sections of the City of Tampa's (City) RFP package. Failure to do so may result in the submission of an irregular RFP response by the Proposer resulting in its possible rejection by the City. The following itemized checklist identifies various items that are mandatory requirements in order to accept the Proposer's response to the City's RFP. No representation is made that the following checklist is a complete guide to every requirement for consideration by the Proposer.

It is the responsibility of the Proposer to complete the Check List, identify the proposal page number and submit in the proposal under Section II. General Conditions, Section 3. Content of Proposals.

SECTION I. SCOPE OF SERVICES		**PAGE NUMBER IN PROPOSAL**
SECTION 4.	**PROPOSER SUBMITTALS**	
4.1	Proposer's Minimum Requirements	4.1 - 4.3
4.2	Contract termination for Default	4.3
4.3	Contract Litigation/Legal Proceedings	4.3
4.4	Experience in the State of Florida	4.3
4.5	WMBE/SLBE Experience	4.3
5.11	Certified Resolutions.	Deleted
5.12	Project Guaranty Agreement.	Deleted
SECTION III. PROPOSER'S AFFIRMATION FORM Form is filled out, executed and notarized.		Tab 11
SECTION III. PROPOSAL SIGNATURE FORM Form is filled out and executed.		Tab 12
SECTION IV. SUB-CONTRACTING FORMS **Form MBD 10 - Solicited** Form is filled out and executed.		Tab 8
Form MBD 20 - Utilized Form is filled out and executed.		Tab 8
Proposal is submitted in the format required under Section 3. Content of Proposal?		Yes

Addenda

The Gordian Group, Inc. ("Gordian") acknowledges receipt of the two (2) Addenda on the following pages.



CITY OF TAMPA

Bob Buckhorn, Mayor

Purchasing Department

Gregory K. Spearman, CPPO, FCCM
Purchasing Director

ALL FIRMS ON BID LIST

REF:	City of Tampa **RFP**, dated	**OCTOBER 18, 2017**
	RFP for Furnishing:	**41111317** **JOB ORDER CONTRACTING CONSULTING SERVICES**
	To Be Opened:	**NOVEMBER 13, 2017 @ 3:30 PM**
SUBJECT:	**ADDENDUM NO. 1**	**OCTOBER 23, 2017**

Please make the following changes to the RFP:

2. On **Page 4, SUCCESSFUL PROPOSER'S MINIMUM REQUIREMENTS,** change to read as follows:

"**2.1** Have up to three (3) continuous years of experience providing this type of service."

FOR INFORMATIONAL PURPOSE ONLY:

1. Q: We are interested in proposing on this RFP. I read about asking questions at a pre-proposal conference, but I could not find when or if the conference is scheduled.
   A: There isn't a pre-proposal conference for this RFP.

Acknowledgement of the Addendum is required if a proposal is being submitted. Refer to the RFP package under Section II. General Conditions, Section 3. Contents of Proposals, Subsection 3.2, Tab 1. Addenda.

Sincerely,

Gregory K. Spearman, CPPO

Gregory K. Spearman, CPPO, FCCM
Director of Purchasing

CB/agg

306 E. Jackson Street, 2E • Tampa, Florida 33602 • (813) 274-8351 • FAX: (813) 274-8355

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www.tampagov.net

CITY OF TAMPA

Bob Buckhorn, Mayor

Purchasing Department

Gregory K. Spearman, CPPO, FCCM
Purchasing Director

ALL FIRMS ON BID LIST

REF:	City of Tampa **RFP**, dated	**OCTOBER 18, 2017**
	RFP for Furnishing:	**41111317** **JOB ORDER CONTRACTING CONSULTING SERVICES**
	To Be Opened:	**NOVEMBER 13, 2017 @ 3:30 PM**
SUBJECT:	**ADDENDUM NO. 2**	**NOVEMBER 6, 2017**

The following questions have been received and the answers are provided below:

Q. Regarding Addendum No. 1 dated October 23, 2017, please clarify the revisions to Page 4, Section 2.1 which now requires that proposers meet a minimum requirement of "up to three (3) continuous years of experience providing this type of service." This requirement is unclear and appears to exclude proposer with more than 3 years' experience providing this type of service. Is this intended to mean proposers must have "at least" three (3) years' experience providing this type of service?

A. No, the minimum is up to three (3) continuous years and more years' experience will also be considered.

Q. Per Attachment A – Proposal Submittal Check List, please clarify what is sought for Section 4, 5.11, Certified Resolutions.

A. Delete 5.11.

Q. Per Attachment A – Please confirm a Project Guaranty Agreement is not applicable for this proposal.

A. Delete Proposal Submittal Check List, Section 4, 5.12.

Please Note: No further questions will be addressed regarding this RFP prior to the opening date/time.

Sincerely,

Gregory K. Spearman, CPPO

Gregory K. Spearman, CPPO, FCCM
Director of Purchasing

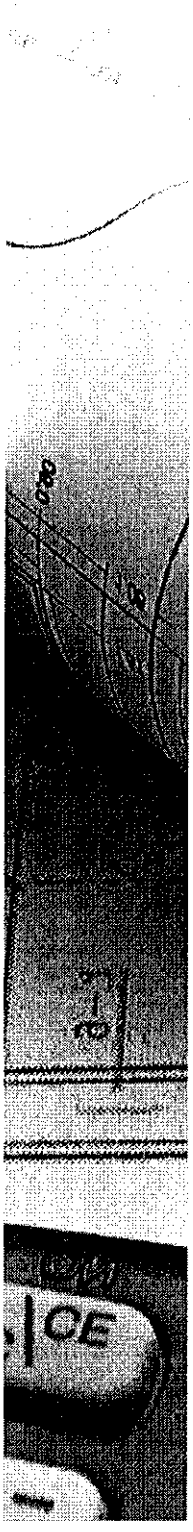
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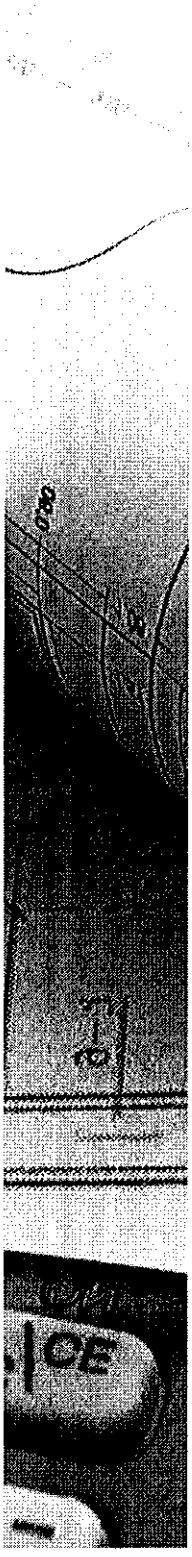
Florida Public Records Law

Gordian acknowledges Section II, General Conditions of the RFP. Specifically, Gordian has read and understands Subsection 1.4 of the General Conditions in regards to Chapter 119 of the Florida Statutes.



Response to Proposal

Understanding of the City's Program



In response to the City of Tampa's RFP #41111317, Section 4 of this proposal will outline Gordian's recommended JOC program for the development, implementation and support phase that will achieve the City's JOC program goals defined in Section I, Tier 1 of the RFP. Further in Section 4, additional optional services are outlined which describe services available on an as-needed basis to facilitate Tier 2 and Tier 3 services when required.

The Operational Plan detailed in Section 7 explains our comprehensive Gordian JOC solutions and details the major resource components necessary for a successful JOC program: Data, Technology and Services.

Construction Cost Database: Our construction cost database is the most robust collection of labor, material and equipment cost data available today. Since our inception, we have understood the advantage that precise data brings to construction procurement. Because of that, we have invested heavily in developing our construction task and material data from a wide variety of sources and have continued to invest to keep it updated and accurate. With each of the more than 3,000 unique catalogs we have published, we have continued to accumulate information so that our clients can benefit from the latest industry standards and pricing. Today, our construction cost database encompasses over 275,000 construction tasks with associated costs for all areas of construction from site work to electrical, and across many public sectors. The construction cost database is not confined to general construction practices, but encompasses many speciality items for green, security, education, transportation, healthcare and utilities. From this powerful and precise data, Gordian produces Construction Task Catalogs and Technical Specifications for each client. A sample of the Construction Task Catalog is provided in Section A of the Appendix.

Software and Technology: To go from construction database to finished unit price book, Gordian's in-house technology team created a proprietary software called DMAP. This software automates the publishing process once the customized information is complete by producing Microsoft Word documents and Acrobat files. The Construction Task Catalogs are then incorporated into the eGordian software and distributed via CD-ROM.

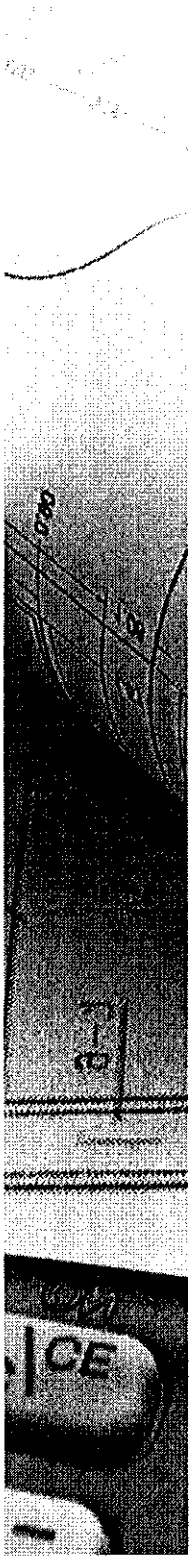
Our second critical software is eGordian, a workflow tool that automates the entire JOC process and is accessible via the internet. It is the most comprehensive and most widely used JOC information management software available. eGordian is used by over 10,000 users across the country. Gordian will provide the City with an unlimited user license for City staff to eGordian, which is capable of generating all of the JOC documents, forms and reports required for the JOC process including: the contractor's Price Proposal; the City's independent cost estimate; Job Orders; and various management reports. Most importantly, eGordian was designed so that it can be configured to fit the information management needs of the City's JOC program.

Services: We have gathered the most experienced talent in the industry to assist our clients in implementing and executing JOC programs. As seasoned engineers, consultants and construction professionals, they come to us from various

backgrounds with a common understanding of what it takes to be successful. Our team leverages their expertise to develop, implement and support JOC programs that minimize the effort required by the owner. We accomplish this with our data, software and technology investments using our proven Development and Implementation Program. This program, the technical approach, along with our Training program and schedule, is completely detailed behind Tab 4: Section I, Scope of Services.. For your reference, Section 5 includes a detailed summary of several JOC programs developed, implemented and currently maintained by Gordian for other Florida based clients. Each of the programs cited in Section 5 were developed in accordance with the program guidelines set forth above, and provided in greater detail herein.

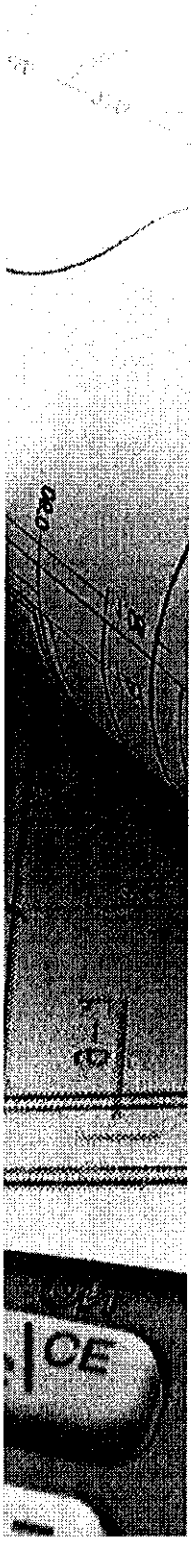
Commitment

We are proud of our 26+ year record providing the JOC consulting services set forth in the City's RFP. We will be dedicated to producing and maintaining the state-of-the-art software, documents and procedures necessary to make your JOC program successful.



Section I, Scope of Services
Minimum Requirements & Submittals

4.1 Minimum Requirements



Responses to Section I, Paragraph 2 are as follows:

2.1 Have up to three (3) continuous years of experience providing this type of service.

Gordian has been providing Job Order Contracting ("JOC") solutions to help facility and infrastructure owners, like the City of Tampa (the "City"), control and fast track their construction repairs and alterations for more than 26 years beginning with our first, and current client, Miami-Dade Public Schools in 1991.

2.2 Have key personnel assigned to this contract possess a minimum of two (2) years' experience each in providing services equivalent to those requested in this RFP.

Key personnel proposed and assigned to this contract each have in excess of two (2) years' experience providing services equivalent to those requested in the RFP. Their resumes are provided behind Tab 7 of the proposal.

2.3 Have the resources and staff to be able to respond to a jobsite in the City and to attend meetings at the City with four (4) hours' notice.

Gordian has assigned staff that will be available with four (4) hours' notice. We also will monitor program needs and employ additional staff if needed for the City of Tampa's JOC Program.

2.4 Have the ability to maintain adequate files and records and meet statistical reporting requirements.

Gordian's online management system, eGordian, is designed to maintain all JOC related files and records. Gordian's JOC information management software is the most comprehensive and most widely used software available designed to manage administration of the entire JOC process. Our system provides full project tracking, automated development of cost proposals and independent estimates, generation of all project documentation, providing a project scheduling capability, budget and cost control, and the generation of customized reports. The automated system shall be customized to the specific needs of multiple City departments and be capable of incorporating current forms and documentation.

2.5 Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.

Gordian's internal fiscal management process is overseen by our Chief Financial Officer, Roy Kemper, and executed by a team that includes a controller, assistant controller, financial analysts, accounts receivable and accounts payable. Gordian currently supports more than 200 JOC program through direct contracts, and hundreds more through our various cooperative agreements, and we have the financial resources and infrastructure to provide and manage the proposed services and ensure an adequate audit trail for all costs associated with our products and services.

2.6 RFP specifications for JOC contractors shall be completed within 180 days from date of award.

Gordian can develop and implement a JOC program for the City within 120 days of the receipt of a contract. JOC RFP document preparation is usually completed within the first 60 days. Timely response from the City staff to our requests for information and requests to review draft documents is critical to the development and implementation process in meeting these goals.

2.7 Provide weekly status updates.

Status reports can be provided weekly, or on any other time interval requested by the City through our eGordian system. Depending on the information sought, eGordian can report on construction status, contractor performance and other program metrics. In the event the City elects to utilize the Tier 2 and Tier 3 services Gordian will provide construction status update, call and lead project progress meetings with all JOC construction contractors and staff on a periodic basis, and coordinate receipt of approved inspections and certifications. Gordian's weekly reports may include minutes and records of site visits, meetings and developments in the work as well, depending upon the service levels selected by the City.

2.8 Must be fully familiar and experienced with JOC Programs and JOC software applications for delivery of projects.

Our Job Order Contracting procurement system was pioneered and tested by our founder, Ret. Lt. Colonel Harry H. Mellon, for the U.S. military over 30 years ago. Since Harry Mellon invented JOC and co-founded Gordian, our sole focus has been the advancement and improvement of JOC solutions. During that time, we have developed a wealth of data, technology, process and human resources that are unmatched in the industry. Gordian has continued to innovate and refine our JOC products and services and the underlying components that form them to meet the varying needs of our clients. All of our JOC solutions are designed to minimize the amount of effort required by the owner while maximizing the benefits.

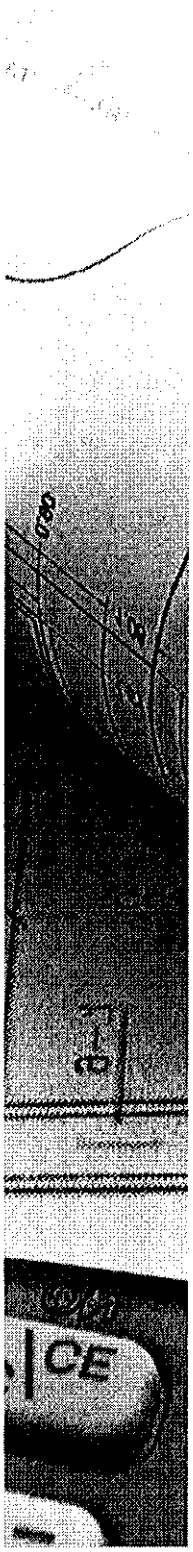
2.9 Train JOC general contractors in such JOC programs and JOC software applications, as needed for successful completion of projects.

Gordian will be responsible for providing a comprehensive JOC Master Training Program, which will include different course modules so that all elements of the City and JOC contractor staff will receive specialized training. Gordian will develop and publish all training aids and materials necessary to support the JOC training courses.

2.10 Work closely with City departments including but not limited to various user departments, Purchasing, Risk Management and Legal.

Gordian will develop and customize the Execution Procedures, training materials, bid documents, specifications, forms and reports to facilitate the management and execution of JOC. We will work closely with the City and participating agency staff and the JOC contractors to ensure that both parties are executing JOC in accordance with the established procedures. This process will include processes that include Purchasing, Risk Management and Legal.

2.11 Be responsible in providing clear and concise specifications for the City's successful selection of JOC general contractors. The City's goal is to award JOC contractor(s) who will complete projects expeditiously and in accordance with industry standards and regulations at a reasonable cost.



The bid documents and general conditions are critical to the JOC process. A poorly developed document can lead to bid protests and claims, and can breakdown the non-adversarial relationship that is essential to a successful JOC program. The challenge of creating these is that the standard City contract language and forms must be integrated with JOC specific language and clauses. We will assist the City with drafting a full set of bid documents, including the Contract and General Conditions, designed to enhance competition, minimize bid protests, and ensure compliance in all aspects of the JOC program.

2.12 Prepare project technical specifications that reference all applicable regulations including but not limited to local, state and federal laws, construction, safety, latest industry standards and best practices, and in accordance with varying grant funding requirements.

Gordian will provide a locally priced Construction Task Catalog for the City supported by detailed written Technical Specifications prepared by our in house specifications staff. The Construction Task Catalog and Technical Specifications will be delivered to the City in electronic form compatible with all Windows operating systems and our JOC information management software, eGordian.

4.2 Contract Termination for Default

Gordian has never, in the history of our company, had a contract terminated for default.

4.3 Contract Litigation/Legal Proceedings

Our firm and its officers are free from any judgments, arbitration and final agency decisions filed in the last five (5) years. Gordian is currently involved in pending litigation with Mark Powell, Benjamin Stack, and several entities owned or controlled by Mark Powell. The litigation involves claims by both parties related to the publication and distribution of a unit price book by Mr. Powell and Mr. Stack.

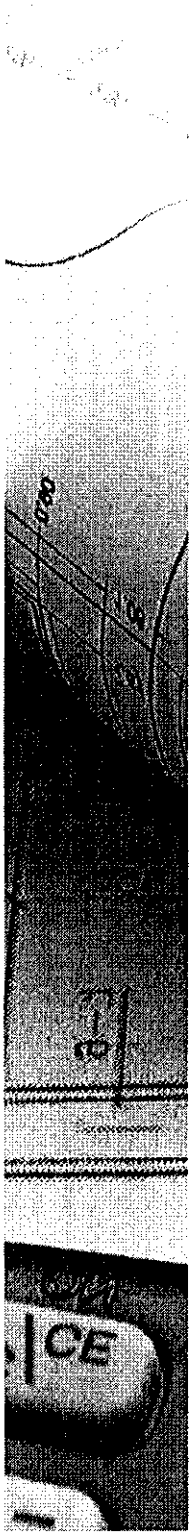
Gordian is not involved in any pending litigiation that may result in a signficant financial settlement or otherwise impair Gordian's ability to perform the services described herein.

4.4 Experience in the State of Florida

Gordian's first client was Miami-Dade Public Schools in 1991. We have continually provided JOC Consulting Services in the State of Florida since that time and currently have programs in the following locations: Broward County, City of Miami, Miami-Dade County Public Schools, City of Tarpon Springs, Jackson Health Systems, Palm Beach County, Pinellas County and the City of Saint Petersburg. As a result, we are deeply knowledgable with applicable Florida laws, statutes and construction regulations.

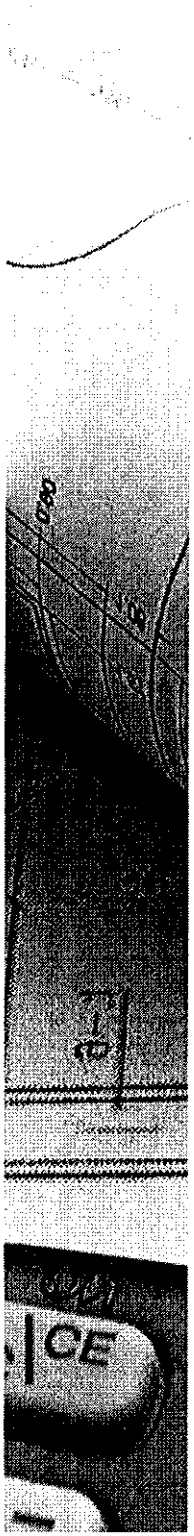
4.5 WMBE/SLBE Experience

JOC Contractors have the opportunity to award work directly to minority or disadvantaged business owners, who often provide services to General Contractors and Specialty Subcontractors. Goals for subcontracting work can be incorporated directly into the RFP for Contractors to bid on for the City's JOC program. eGordian tracks subcontractor utilization by Job Order to track the utilization of small, minority, women or disadvantaged owned businesses. Gordian has substantial experience



setting up JOC programs designed to enhance WMBE/SLBE partiicpation in the State of Florida and will put this experience to use at the City.

Overview



Gordian has been providing Job Order Contracting ("JOC") solutions to help facility and infrastructure owners, like the City of Tampa (the "City"), control and fast track their construction repairs and alterations for more than 26 years. Gordian's JOC solutions are a turnkey procurement approach, which tailor components to form a unique, comprehensive and high-performing JOC program for each of our clients. Job Order Contracting procurement was pioneered and tested by our founder, Ret. Lt. Colonel Harry H. Mellon, for the U.S. military over 30 years ago. It is an increasingly popular construction procurement method among facility and infrastructure owners to quickly and easily accomplish repair, alteration and construction projects.

JOC enables facility and infrastructure owners to efficiently complete a series of projects with a single, competitively bid contract. The Job Order Contract defines the overall relationship between the owner and the contractors. Each Job Order Contract is awarded through a competitive bidding process for an indefinite quantity of construction work, typically has a term of one or more years, and features an estimated or maximum dollar value. We will utilize this process to develop, implement and support a JOC program customized for the City of Tampa.

Since Harry Mellon invented JOC and co-founded Gordian, our sole focus has been the advancement and improvement of JOC solutions. During that time, we have developed a wealth of data, technology, process and human resources that are unmatched in the industry. Gordian has continued to innovate and refine our JOC products and services and the underlying components that form them to meet the varying needs of our clients. All of our JOC solutions are designed to minimize the amount of effort required by the owner while maximizing the benefits.

Gordian's JOC solutions combine and integrate a complete set of our proprietary JOC components, uniquely customized for each individual owner to drive maximum performance. Our JOC solutions are the result of our experience, innovation, and a willingness to invest in state-of-the-art products and follow best practices. Gordian's results are unsurpassed, and have been demonstrated in many side-by-side comparisons and independent audits over the years. We are proud to propose our JOC products and services to the City.

The steps we take to develop, implement and support a JOC program under the approached set forth as Tier 1 in the RFP are described in detail below, including the ongoing support and maintenance tasks required in the Tier 1 Scope of Services.

Scope of Services – Tier 1

Gordian JOC solutions have helped facility and infrastructure owners control and fast track their repair, maintenance and construction projects for over two decades. Our standard solution is suited for clients that have annual budgets for JOC type work of $3-4 million or more and have the in-house expertise necessary to properly develop Job Orders.

With the services and deliverables described herein, we will develop, implement and support the City's JOC program. We will also provide the in-depth training necessary for your project management staff to properly develop Job Orders and administer the JOC program. A detailed description of our approach to the development,

implementation and support of the City's JOC program, which meets all of the required services set forth in the RFP, is presented on pages 7.1 through 7.25.

Scope of Services – Tier 2 and 3

In addition, Gordian will make the Tier 2 and Tier 3 services available to the City on a project-by-project basis. A detailed description of the services provided for the Tier 2 and 3 deliverables are presented on pages 7.25 through 7.28.

ezIQC

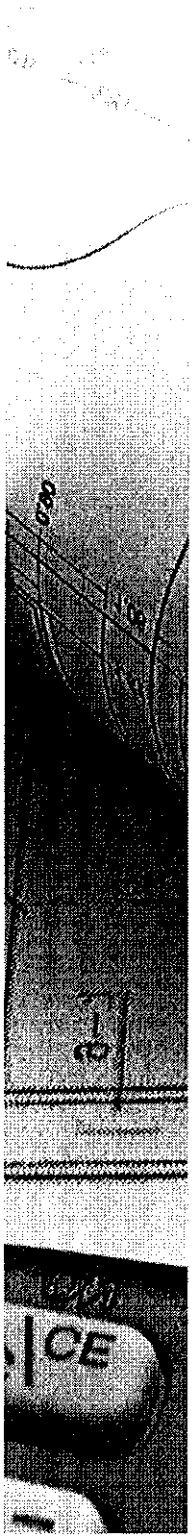
In addition to the implementation of a JOC program for the benefit of the City, Gordian can assist in the development and implementation of a cooperative JOC program for the benefit of all members of the Government Purchasing Council (collectively "Agencies"). Gordian's ezIQC solution is designed to implement a JOC program that can be made available to multiple owners. ezIQC is typically used by cooperative members who wish to utilize the procurement efforts of a purchasing agency or who may not have the staff capacity or construction volume necessary for a standalone, independent JOC program. Through ezIQC, the City's competitively-procured JOC contracts can be made available to the Agencies for expedited and efficient construction procurement without the need to bid JOC contracts for each individual agency.

With ezIQC, Gordian's oversight and assistance in developing Job Orders for the Agencies is vital to ensuring the JOC contracts are utilized properly, and the participating entities are paying the correct price to the JOC contractors. Accordingly, our ezIQC offering includes the Tier 2 services for all projects procured by any Agency.

Gordian's approach for developing, implementing and supporting an ezIQC program that will fulfill the City's requirements mirrors the implementation of the City's JOC program, with the only difference being that the Job Order development services described herein will be provided to the Agencies procuring construction from the City's JOC contracts, and not the City itself. Since this offering is not part of the requested services included in the RFP, the pricing has not been included with this proposal. Should the City wish to learn more about this product we will provide additional information during the evaluation and award process.

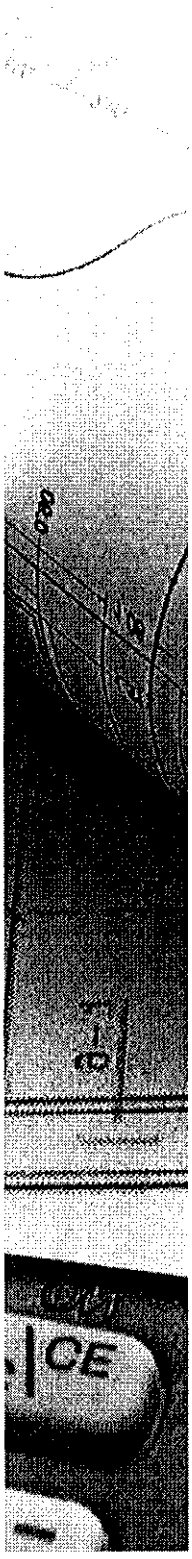
Conclusion

Gordian's success is the result of our experience, innovation and willingness to invest in state-of-the-art products and to follow best practices. **We have developed a wealth of related data, technology, process and human resources that are unmatched in the industry.**



References

Gordian has been continuously providing JOC services and products to public facility and infrastructure owners since our incorporation in 1990, beginning with Miami-Dade County Public Schools. Gordian's experience includes current contracts to develop, implement and provide on-going maintenance and support services for the customized Job Order Contracting programs for more than 200 public facility owners including the City of New York, City and County of San Francisco, the County of Los Angeles and the City of Chicago. We have provided narrative descriptions for some of our Florida clients and the results of their JOC programs on the following pages. Additional references are available by request.



Broward County

Services Provided:	Implementation and Support of a Job Order Contracting Program
JOC System Status:	Under Development
Period of Service:	December 2005 – On Going
Reference:	Mr. Scott Campbell Director of Facilities Management 115 S. Andrews Ave., Room 501 Fort Lauderdale, FL 33301 Tel.: (954) 357-5590 Fax: (954) 357-5544 FMD@broward.org

The Gordian Group was awarded a contract in December 2005 to implement and support a Job Order Contracting (JOC) program for Broward County.

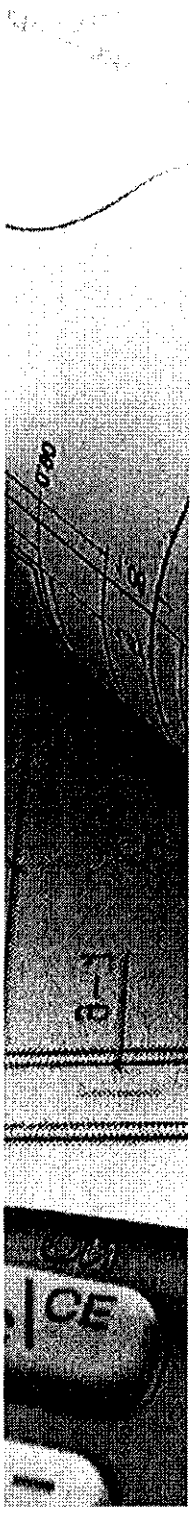
Broward County is the 16th largest county in the United States, and the 2nd largest county in Florida, with over 1.75 million residents and over 150 facilities to maintain. The County sought to accomplish construction work more rapidly and the Public Works Department led the charge to adopt the Job Order Contracting program.



The first phase of the Broward County JOC program was to create a pilot program for the Facilities Maintenance Division of the Public Works Department with capacity of $30 Million over 5 years. The program was structured to maximize small and local business participation. The JOC contracts were reserved for local firms and local participation goals were incorporated into the contracts.

The JOC program fills the gap between smaller projects completed by the County's maintenance staff and larger projects awarded through the traditional bidding process. The average job order size is approximately $102,000. However, projects have been as large as $1.6 Million.

The pilot JOC program for the Facilities Maintenance Division kicked off in March 2008. In March 2010, Broward County went back out to bid for more JOC contractors with the intent to expand the program countywide.



City of Miami

Services Provided:	Implementation and Support of a Job Order Contracting Program
Construction Value:	$222,357,916 of construction completed to date
Period of Service:	August 2004 – On Going
Reference:	Mr. Jeovanny Rodriguez Director of Office of Capital Improvements 444 S. W. 2nd Avenue, 8th Floor Miami, FL 33130 Tel.: (305) 416-1225 Fax: (305) 416-2153 askmiamicapital@miamigov.com

The Gordian Group was awarded a contract for the City of Miami in July 2002. The City of Miami piggy backed our contract in August 2004 to implement and support a Job Order Contracting (JOC) program for the City of Miami.

The focus of the City of Miami's Job Order Contracting program is the accomplishment of the larger vertical and horizontal projects. The average project size has been approximately $800,000.

The City of Miami utilizes JOC for projects such as; Sanitary sewer rehabilitation and construction, Water main installation, roadway construction and reconstruction, beautification projects, Park renovations and construction, neighborhood improvement projects, facility maintenance and upgrades, historical preservation projects, and emergency projects.

Significant Accomplishments

- ✓ **JOC will be used to expedite the procurement of the City's Capital Improvements Bonds money for the construction of the City's Horizontal and Vertical Construction Programs with a planned JOC program of 216 Million**
- ✓ **JOC is the primary contracting tool for both Horizontal and Vertical construction**



The City of Miami's primary procurement method is Job Order Contracting for their CIP department. The City is currently working on their capital improvement bond money to expedite their construction projects. It has currently released and awarded their third JOC contract. These contracts are comprised of four Vertical Contracts and six Horizontal Contracts.

Miami-Dade County Public Schools

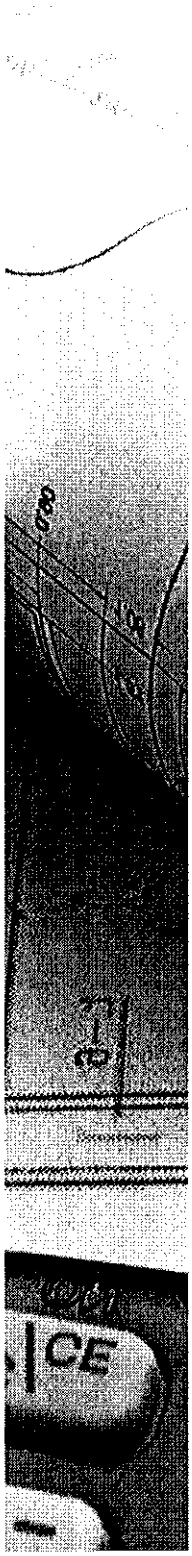
Services Provided:	Implementation and Support of a Job Order Contracting Program
Construction Value:	$352,283,975 of construction completed to date
Period of Service:	April 1991 – On Going
Reference:	Mr. Francis Hoar, Executive Director 12525 NW 28th Avenue Miami, FL 33167 Tel.: (305) 995-4014 Fhoar@dadeschools.net

The Gordian Group was awarded a sole source contract in April 1991 to implement and support a Job Order Contracting (JOC) program for the Miami-Dade County Public Schools (MDCPS). Gordian has been awarded a competitively bid contract for the continued support of their JOC program.



Miami Dade County Public School District is the fourth largest public school in the country with over 380 thousand students and 415 school buildings and other facilities to maintain.

MDCPS has accomplished over $350 million in construction using JOC since 1991. Thousands of projects have been accomplished for the District involving small construction, alteration and repair. JOC continues to perform well for MDCPS for a wide variety of projects ranging from major paint projects, cooling tower and chiller replacement, fire alarms, sprinkler systems, classrooms and lab renovations.





Pinellas County

Services Provided:	Implementation and Support of a Job Order Contracting Program
Construction Value:	$35,004,168 of construction completed to date
JOC System Status:	Fully operational
Period of Service:	April 2006 – On Going
Reference:	Mr. Andrew Pupke, Director, Real Estate Management 509 South East Ave. Clearwater, FL 33756 Tel.: (727) 464-3496 Fax: (727) 464-3374 apupke@pinellascounty.org

The Gordian Group was awarded a contract in April 2006 to implement and support a Job Order Contracting (JOC) program for Pinellas County. The JOC program has performed work for (8) departments including the Building and Design Division, Facilities Maintenance, Public Works, Transportation, Solid Waste, Utilities, Parks and Recreation and the Saint Petersburg Clearwater Airport.

The Pinellas JOC program has been used for renovation projects, minor new construction, Fire Rescue, hardening projects, roofing, jail complex work, windows, site work including repair of a bridge tender house, storm water structure repairs, landfill projects and bulkheads. To date, the JOC program has accomplished 411 projects and over $35 million in construction.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC 1301 5th Avenue Seattle, WA 98101 Attn: Fortive.certrequest@marsh.com CN117677530-GORD1-GAWUC-23- GORD	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED The Gordian Group, Inc. 30 Patewood Drive, Bldg. 2, Suite 350 Greenville, SC 29615	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** ACE American Insurance Company — 22667 **INSURER B :** National Union Fire Ins. Co. of Pittsburgh, PA — 19445 **INSURER C :** ACE Fire Underwriters Insurance Company — 20702 **INSURER D :** Indemnity Insurance Company of North America — 43575 **INSURER E :** N/A — N/A **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** SEA-003577731-26 **REVISION NUMBER:** 9

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	XX **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE XX OCCUR XX Contractual Liability XX Broad Form PD GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			HDOG27631812	07/01/2023	07/01/202407/01	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	3,000,000 3,000,000 10,000 3,000,000 6,000,000 6,000,000
A	**AUTOMOBILE LIABILITY** XX ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			ISAH08871279	07/01/202307/0	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	5,000,000
B	XX **UMBRELLA LIAB** XX OCCUR **EXCESS LIAB** XX CLAIMS-MADE DED RETENTION $			38178782 (Claims-Made) Retro Date: 7/31/2019	07/01/2023	07/01/2024	EACH OCCURRENCE AGGREGATE PROD LIAB - CLM MADE	$ $ $	5,000,000 5,000,000
D AA AA	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLRC68932361 (AOS) SCFC68932385 (WI) WLRC68932373 (AZ, CA, MA)	07/01/202307/0 07/01/202307/0 07/01/202307/0	07/01/202407/01 07/01/202407/01 07/01/202407/01	XX PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	2,000,000 2,000,000 2,000,000
C	Professional Liability			G73579569 003 Self-Insured Retention: $100,000	07/01/202307/0	07/01/202407/01	Limit		3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Job Order Contracting Consulting Services, RFP #41111317.

City of Tampa is included as Additional Insured with respects to General Liability, Excess/Umbrella Liability and Auto Liability as per written contract. The Umbrella policy contains coverage terms, conditions and exclusions that define the scope of the coverage, which may be different than the coverage terms, conditions and exclusions on the primary General Liability policy. Waiver of Subrogation is included with respects to General Liability, Excess/umbrella Liability, Auto Liability and Workers Compensation as required by written contract.

CERTIFICATE HOLDER

City of Tampa
Tampa Municipal Office Building, 2nd Floor
306 E. Jackson Street
Tampa, FL 33602

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

Marsh USA LLC

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ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured Fortive Corporation			Endorsement Number 4
Policy Symbol ISA	Policy Number H08871279	Policy Period 07/01/2023 TO 07/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your "employees" or agents.
3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

_____
Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured			Endorsement Number
Fortive Corporation			30
Policy Symbol	**Policy Number**	**Policy Period**	**Effective Date of Endorsement**
ISA	H08871279	07/01/2023 TO 07/01/2024	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Representative

POLICY NUMBER: HDO G27631812

Endorsement Number: 52

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we

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will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: HDO G27631812

3
Endorsement Number: 50

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: HDO G27631812 Endorsement Number: 69

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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Workers' Compensation and Employers' Liability Policy

Named Insured FORTIVE CORPORATION 6920 SEAWAY BLVD EVERETT WA 98203	Endorsement Number Policy Number Symbol: WLR Number: C68932361
Policy Period 07-01-2023 **TO** 07-01-2024	Effective Date of Endorsement 07-01-2023
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

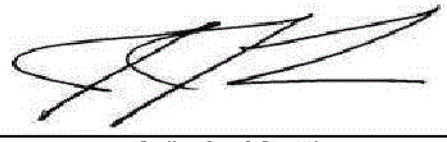
ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, LLC
1301 5th Avenue
Seattle, WA 98101
Attn: Fortive.certrequest@marsh.com

CN117677530-GORD1-GAWUC-23- GORD

INSURED
The Gordian Group, Inc.
30 Patewood Drive, Bldg. 2, Suite 350
Greenville, SC 29615

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : National Union Fire Ins. Co. of Pittsburgh, PA	19445
INSURER C : ACE Fire Underwriters Insurance Company	20702
INSURER D : Indemnity Insurance Company of North America	43575
INSURER E : N/A	N/A
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** SEA-003577731-25 **REVISION NUMBER:** 9

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HDOG27631812	07/01/2023	07/01/2024	EACH OCCURRENCE	$ 3,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 3,000,000
	X Contractual Liability						MED EXP (Any one person)	$ 10,000
	X Broad Form PD						PERSONAL & ADV INJURY	$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 6,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 6,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			ISAH08871279	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X **UMBRELLA LIAB** X OCCUR			38178782	07/01/2023	07/01/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB X CLAIMS-MADE			(Claims-Made) Retro Date: 7/31/2019			AGGREGATE	$ 5,000,000
	DED RETENTION $						PROD LIAB - CLM MADE	$
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			WLRC68932361 (AOS)	07/01/2023	07/01/2024	X PER STATUTE OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		SCFC68932385 (WI)	07/01/2023	07/01/2024	E.L. EACH ACCIDENT	$ 2,000,000
A	**(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC68932373 (AZ, CA, MA)	07/01/2023	07/01/2024	E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
C	Professional Liability			G73579569 003	07/01/2023	07/01/2024	Limit	3,000,000
				Self-Insured Retention: $100,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Job Order Contracting Consulting Services, RFP #41111317.

City of Tampa is included as Additional Insured with respects to General Liability, Excess/Umbrella Liability and Auto Liability as per written contract. The Umbrella policy contains coverage terms, conditions and exclusions that define the scope of the coverage, which may be different than the coverage terms, conditions and exclusions on the primary General Liability policy. Waiver of Subrogation is included with respects to General Liability, Excess/umbrella Liability, Auto Liability and Workers Compensation as required by written contract.

CERTIFICATE HOLDER

City of Tampa
Tampa Municipal Office Building, 2nd Floor
306 E. Jackson Street
Tampa, FL 33602

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

Marsh USA LLC

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From: NoReply.Certs@marsh.com
To: CityofTampa CityofTampa@Ebix.com
CC:
Subject: City of Tampa (SEA-003577731) Ins: The Gordian Group, Inc.
Date: 7/1/2023 8:55:13 AM
Attachment(s):

Reply To : Fortive.Certrequest@marsh.com

PLEASE DO NOT REPLY TO THIS EMAIL. USE THE REPLY-TO EMAIL ADDRESS INSTEAD.

THIS IS A POST-ONLY MAILING. MAIL SENT TO THIS ADDRESS CANNOT BE ANSWERED.

*If you no longer need this COI or the contact email for this Certificate needs to be updated please respond to **USOperations.email@marsh.com** with the attached Certificate confirming no longer needed status or the new email address and we will update the Certificate of Insurance record in our system accordingly.*

Marsh US Operations
11001 Lakeline Blvd;, Bldg 1 – Suite 200
Austin,, TX 78717
Fortive.Certrequest@marsh.com
www.marsh.com

Dear Certificate Holder:

Please be advised that the previously issued certificate for 2022-2023 policy period included policy endorsement forms, as per the contractual insurance requirements.

We are awaiting the 2023-2024 endorsement forms from the insurer. Once received, we will reissue your certificate with the endorsement forms attached.

Thank you for your patience.

Marsh US Operations

This document and any recommendations, analysis, or advise provided by Marsh (collectively, the "Marsh Analysis") are not intended to be taken as advice regarding any individual situation and should not be relied upon as such. The information contained herein is based on sources we believe reliable, but we make no representation or warranty as to its accuracy. Marsh shall have no obligation to update the Marsh Analysis and shall have no liability to you or any other party arising out of the publication or any matter contained herein. Any statements concerning actuarial, tax, accounting, or legal matters are based solely on our experience as insurance brokers and risk consultants and are subject to inherent uncertainty, and the Marsh Analysis could be materially affected if any underlying assumptions, conditions, information, or factors are inaccurate or incomplete or should change. Marsh makes no representation or warranty concerning the application of policy wording or the financial condition or solvency of insurers or reinsurers. Marsh makes no assurances regarding the availability, cost, or terms of insurance coverage. Although Marsh my provide advice and recommendations, all decisions regarding the amount, type or terms of coverage are the ultimate responsibility of the insurance purchaser, who must decide on the specific coverage that is appropriate to its particular circumstances and financial position.

CITY OF OLDSMAR
CITY COUNCIL
AGENDA ITEM
COVER MEMO

TO: City Council

FROM: Kristin Garcia, City Clerk

DATE: June 16, 2026

AIR #: AIR-3860

SUBJECT: Presentation and Proclamation for National Parks and Recreation Month, July 2026

BACKGROUND
Proclamation for Parks and Recreation Month proclaiming July as National Parks and Recreation Month in the City of Oldsmar, and encouraging all members of the community to experience the wonderful programs, events, and natural resources that the City has to offer.

A short presentation will be given regarding Parks and Recreation by Parks and Recreation Director Chip Potts.

STRATEGIC GOAL
Effective Community Engagement

COMMUNITY ENGAGEMENT
Inform

ATTACHMENTS
Parks and Rec Month Proclamation (PDF)

City Council

Oldsmar, Florida

Proclamation

PARKS AND RECREATION MONTH

Whereas, *parks and recreation are integral to the quality of life, health, and well-being of communities throughout the nation, including the City of Oldsmar; and*

Whereas, *Oldsmar's parks, trails, recreation facilities, and programs provide opportunities for physical activity, outdoor recreation, and social connection that support healthy lifestyles, mental and physical well-being, and lifelong learning for residents of all ages and abilities; and*

Whereas, *parks and natural spaces strengthen community resilience, preserve the ecological beauty of our city, and serve as essential infrastructure in the face of natural disasters and climate challenges; and*

Whereas, *parks and recreation contribute to the economic vitality of the community by supporting tourism, increasing property values, attracting businesses, and enhancing the overall attractiveness of the City of Oldsmar; and*

Whereas, *the U.S. House of Representatives has designated July as Parks and Recreation Month, and the 2026 theme, "The Power Of," highlights the power of connection, play, community, nature, belonging, and well-being in strengthening communities and bringing people together; and*

Whereas, *the City of Oldsmar recognizes and appreciates the dedication of parks and recreation professionals and volunteers who work to ensure safe, accessible, and welcoming parks, facilities, and programs for all.*

NOW, THEREFORE, *I, Council Member Cyndi Olmstead, on behalf of the Oldsmar*

CITY OF OLDSMAR
CITY COUNCIL
AGENDA ITEM
COVER MEMO

TO: Felicia Donnelly, City Manager

FROM: Chip Potts, Director of Parks and Recreation

DATE: June 16, 2026

AIR #: AIR-3921

SUBJECT: PUBLIC HEARING and Second Reading of Ordinance 2026-08 regarding the operation of golf carts on park roads and within park parking lots

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BACKGROUND
In April 2023, the City Council approved Ordinance 2023-01 amending Article IV, Chapter 66 of the Code of Ordinances to provide for the use of golf carts on city streets.

City Staff has reviewed the existing code regarding the use of golf carts as it relates to park roads and park parking lots. The current Code, Chapter 66, Article I, Section 66-100, does not permit the operation of such vehicles within parks, including park roads and parking lots. The proposed revision to the existing code will permit the operation of golf carts on park roads and within park parking lots, while still prohibiting their operation on sidewalks, multi-use trails, and all other park areas.

STRATEGIC GOAL
Quality of Place (Infrastructure, Transportation, Parks and Recreation)

COMMUNITY ENGAGEMENT
Involve

RECOMMENDED MOTION
Adopt Ordinance 2026-08 regarding the operation of golf carts on park roads and within park parking lots.

ATTACHMENTS

Ord 2026-08 (Golf Carts Within Parks) (PDF)
Ord 2026-008 (Golf Carts Within Parks) - BUSINESS IMPACT ESTIMATE (PDF)
CITY OF OLDSMAR 89877-1 PROOF 1 (PDF)

ORDINANCE 2026-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OLDSMAR AMENDING SECTION 66-100 OF ARTICLE IV (USE OF GOLF CARTS UPON CITY STREETS) OF CHAPTER 66 (TRAFFIC AND VEHICLES) OF THE CODE OF ORDINANCES OF THE CITY OF OLDSMAR TO AUTHORIZE GOLF CARTS TO BE OPERATED ON PARK ROADS AND IN DESIGNATED PARKING AREAS WITHIN PARKS AS WELL AS ON ATHLETIC FIELDS AS PERMITTED IN USE AGREEMENTS WHEN EXPRESSLY APPROVED BY THE CITY MANAGER; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, City staff has reviewed Chapter 66 of the City's Code of Ordinances and has recommended to City Council an amendment to expand the area in which golf carts may operate; and

WHEREAS, the recommendations of City staff have been found meritorious by City Council; and

WHEREAS, City Council has received input from the public at two public hearings.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OLDSMAR, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That Section 66-100 of Article IV (Use of Golf Carts Upon City Streets) of Chapter 66 (Traffic and Vehicles) of the City's Code of Ordinances is hereby amended to read as follows:

Sec. 66-100. - Use of golf carts on city streets.

It shall be lawful for a person to operate a golf cart, as defined by F.S. § 320.01(22), on city streets within the boundaries of the City of Oldsmar, unless otherwise prohibited. Golf cart operation is prohibited on the following streets:

Mears Industrial Park:

- Avon Street
- Bayview Boulevard (Between Tampa Road and State Road 580)

- Derek Lane
- Marlborough Street
- Mears Boulevard
- Mt. Vernon Street
- Myrtle Lane
- Pinckney Street
- Pine Avenue (Between Marlborough Street and Tampa Road)
- Scarlet Boulevard
- Sellers Lane

Cypress Lakes Industrial Park:

- Brooker Creek Boulevard
- Burbank Road
- Commerce Boulevard
- Douglas Road (East of Commerce Boulevard)
- Dunbar Avenue
- Dunbar Court
- Roberts Road
- Stevens Avenue
- Tower Drive
- Vollmer Avenue

Streets with a Speed Limit greater than 25 mph, including, but not limited to:

- Commerce Boulevard
- Douglas Road (East of Commerce Boulevard)
- Pine Avenue (Between Forest Road and Forest Lakes Boulevard)
- St. Petersburg Drive (Between State Road 580 and East Dartmouth Avenue)

No such golf cart shall be operated on any other portion of the right-of-way of city, county or state roads except the paved portion of the right-of-way of said street and designated parking lots. There shall be no operation of golf carts on sidewalks,

parks or other portions of city lands, except that golf carts may be operated on park roads and in designated parking areas within parks. Golf cart operation shall remain prohibited on sidewalks, multi-use trails, athletic fields and all other park areas not expressly permitted herein, including the Oldsmar Trail and spurs or extensions thereof, rights-of-way or city streets except as specifically designated herein, and public golf courses and private lands allowing such use. Golf carts may be allowed during special events in ~~city~~ parks, or on athletic fields as permitted in Use Agreements when expressly approved by the city manager.

All use of golf carts on city streets shall be in strict accordance with F.S. § 316.212 or any amendments thereto or any other provisions of Florida Statutes regulating the use of golf carts on public streets. All persons operating a golf cart on city streets must comply with all other applicable traffic laws regarding the operation of such a vehicle. Nothing herein shall relieve the operator of a golf cart from compliance with all laws and ordinances otherwise pertaining to the operation of a vehicle.

Section 2. For purposes of codification of any existing section of the Oldsmar Code herein amended, words **underlined** represent additions to original text, words ~~**stricken**~~ are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 3. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

Section 4. In the event a court of competent jurisdiction finds any part or provision of the Ordinance unconstitutional or unenforceable as a matter of law, the same shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

Section 5. The Codifier shall codify the substantive amendments to the Code of Ordinances of the City of Oldsmar contained in Section 1 of this Ordinance as provided for herein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 6. This Ordinance shall become effective immediately upon its final passage and adoption.

PASSED ON FIRST READING: _____.

PASSED ON SECOND READING AND ADOPTED: _____.

_____

Katherine A. Gannon, Mayor
City of Oldsmar

ATTEST:

_____

Kristin Garcia, CMC
City Clerk
City of Oldsmar

APPROVED AS TO FORM:

_____

Thomas J. Trask, B.C.S.
City Attorney
City of Oldsmar

Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE 2026-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OLDSMAR AMENDING SECTION 66-100 OF ARTICLE IV (USE OF GOLF CARTS UPON CITY STREETS) OF CHAPTER 66 (TRAFFIC AND VEHICLES) OF THE CODE OF ORDINANCES OF THE CITY OF OLDSMAR TO AUTHORIZE GOLF CARTS TO BE OPERATED ON PARK ROADS AND IN DESIGNATED PARKING AREAS WITHIN PARKS AS WELL AS ON ATHLETIC FIELDS AS PERMITTED IN USE AGREEMENTS WHEN EXPRESSLY APPROVED BY THE CITY MANAGER; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Oldsmar is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of Oldsmar is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Development orders and development permits as those terms are defined in Section 163.3164, Florida Statutes, and development agreements as

[1] See Section 166.041(4)(c), Florida Statutes.

authorized by the Florida Local Government Development Agreement Act under Sections 163.3220-163.3243, Florida Statutes;

b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party;
c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Oldsmar hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The public purpose of Ordinance 2026-08 is the following:

In April 2023, the City Council approved Ordinance 2023-01 amending Article IV, Chapter 66 of the Code of Ordinances to provide for the use of golf carts on city streets.

City Staff has reviewed the existing code regarding the use of golf carts as it relates to park roads and park parking lots. The current Code, Chapter 66, Article I, Section 66-100, does not permit the operation of such vehicles within parks, including park roads and parking lots.

The proposed revision to the existing code will permit the use of golf carts on park roads and within park parking lots to provide for their safe operation, and for the safety of park patrons, while still prohibiting golf cart operation on sidewalks, multi-use trails, and all other park areas.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Oldsmar, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City of Oldsmar's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
None

4. Additional information the governing body deems useful (if any):
None

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Ad Proof

5/15/2026

Ad Order Number
89877

Sales Rep.
Jill Harrison

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JHARRISON

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Oldsmar, FL 34677-3655

Customer Phone
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Payor Customer
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Payor Account
TB85950

Payor Address
100 State St W
Oldsmar, FL 34677-3655

Payor Phone
8137491116

PO Number

Ordered By
Kristin Garcia

Customer Fax

Customer Email
jmasinovsky@oldsmarfl.gov

Tearsheets
0

Affidavits
1

Invoice Text
ORDINANCE 2026-08

Ad Order Notes

Net Amount	Tax Amount	Total Amount	Payment Method	Payment Amount	Amount Due
$425.98	$0.00	$427.98		$0.00	$427.98

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89877	c	2 x50 Lines	None

External Ad Number

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Start Date	Stop Date	Publication	Placement	Position
06/03/2026	06/03/2026	Baylink Pinellas tampabay.com	Legals	Legal-CLS 2 col

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06/03/2026	Baylink Pinellas	Legals	Legal-CLS 2 col

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NOTICE OF PUBLIC HEARING
CITY OF OLDSMAR, FLORIDA

In accordance with the City of Oldsmar Code of Ordinances and Florida Statute Sec. 166.041(3)(a):

Notice is hereby given that the City Council of the City of Oldsmar will conduct a public hearing on proposed Ordinance 2026-08 on Tuesday, June 16, 2026, at 7:00 p.m. in Council Chamber located at 101 State Street West, Oldsmar, Florida. Following the Public Hearing, the Council will consider the second and final reading of the following ordinance, described below by title only.

ORDINANCE 2026-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OLDSMAR AMENDING SECTION 66-100 OF ARTICLE IV (USE OF GOLF CARTS UPON CITY STREETS) OF CHAPTER 66 (TRAFFIC AND VEHICLES) OF THE CODE OF ORDINANCES OF THE CITY OF OLDSMAR TO AUTHORIZE GOLF CARTS TO BE OPERATED ON PARK ROADS AND IN DESIGNATED PARKING AREAS WITHIN PARKS AS WELL AS ON ATHLETIC FIELDS AS PERMITTED IN USE AGREEMENTS WHEN EXPRESSLY APPROVED BY THE CITY MANAGER; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

All interested parties may appear at the Council Meeting/Public Hearing and be heard with respect to the proposed ordinance.

The proposed ordinance and background materials are available at the City Clerk's Office, City Hall, 100 State Street, Oldsmar, Florida 34677, Monday through Friday, 8:00 AM to 4:30 PM.

Persons are advised that if they decide to appeal any decision made at the Council Meeting/Public Hearings, they will need a record of the proceedings, and, for such purposes, they may need to ensure that a verbatim record of the proceedings is made. Verbatim transcripts are not provided by the City. Arrangements should be made with an outside agency, i.e., court reporter, in advance to obtain a verbatim transcript.

In accordance with Florida Statute 286.26, any person with a disability

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In accordance with Florida Statute 286.26, any person with a disability requiring reasonable accommodation in order to participate in this meeting should contact the City Clerk's office at telephone number 813-749-1115 or operator assistance at 800-955-8770.

Kristin Garcia, CMC, City Clerk
City of Oldsmar, Florida

Date of publication: June 3, 2026 (89877h)

CITY OF OLDSMAR
CITY COUNCIL
AGENDA ITEM
COVER MEMO

TO: Felicia Donnelly, City Manager

FROM: Michelle Roy, Director of Human Resources

DATE: June 16, 2026

AIR #: AIR-3923

SUBJECT: Consider adopting Resolution 2026-12, revising the City's Personnel Policy and Procedure Manual

---

BACKGROUND
Over the past several years, the City has regularly updated the Personnel Policies and Procedures Manual to ensure that the document remains aligned with current laws, best practices, and the evolving needs of the organization. The City continues its ongoing review of the Manual and proposes further amendments, as necessary, for Council consideration and approval. These updates will repeal any previously approved resolutions.

STRATEGIC GOAL
Efficient Governmental Operations

COMMUNITY ENGAGEMENT
Consult

RECOMMENDED MOTION
Adopt Resolution 2026-12 revising of the City's Personnel Policy and Procedure Manual.

ATTACHMENTS
Resolution 2026-12 - P&P updates 2026 (PDF)
2026 Personnel Policies and Procedures DRAFT REVISIONS (PDF)
Summary of Changes 2026 (PDF)

RESOLUTION 2026-12

A RESOLUTION OF THE CITY OF OLDSMAR, FLORIDA, AUTHORIZING THE CITY MANAGER TO REVISE THE PERSONNEL POLICIES AND PROCEDURES, AMENDING THE FOLLOWING SECTIONS: WAGE AND PAY PLAN; RECRUITMENT AND EMPLOYMENT; PROMOTIONS; APPOINTMENTS, TRANSFER, DEMOTIONS AND REINSTATEMENTS; PROBATION; SEPARATION; TYPES OF LEAVE; TRAVEL; TUITION REIMBURSEMENT, SAFETY, ACCIDENTS AND WORKERS COMPENSATION; GENERAL RULES AND REGULATIONS, CONDUCT OF EMPLOYEES, CODE OF CONDUCT AND DISCIPLINARY MEASURES, AND THE DRUG AND ALCOHOL POLICY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Oldsmar has adopted Personnel Policies and Procedures for administrative purposes; and

WHEREAS, it is appropriate from time to time to update, amend and clarify the Personnel Policies and Procedures; and

WHEREAS, the City is desirous of updating sections on; Wage and Pay Plan; Recruitment And Employment, Promotions; Appointments, Transfer, Demotions and Reinstatements; Probation; Separation; Types of Leave; Travel; Tuition Reimbursement; Safety; Accidents And Workers Compensation; General Rules and Regulations; Conduct of Employees; Code of Conduct and Disciplinary Measures; and Drug and Alcohol Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OLDSMAR, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED, AS FOLLOWS:

1. There shall be revisions to the following sections of the Personnel Policies and Procedures as shown in attachment A: Section 3 – Wage and Pay Plan, Section 4 - Recruitment and Employment, Section 6 – Promotions, Section 7 – Appointments, Transfer, Demotions and Reinstatement, Section 8 – Probation, Section 9 – Separation, Section 11 – Types of Leave, Section 14 – Travel, Section 15 – Tuition Reimbursement, Section 17 – Safety, Accidents and Workers Compensation, Section 18 - General Rules and Regulations, Section 19 – Conduct of Employees, Section 21 – Code of Conduct and Disciplinary Measures and Section 22 – Drug and Alcohol Policy.

2. That this Resolution shall become effective immediately upon adoption and shall repeal any previously approved resolutions.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF OLDSMAR, FLORIDA, THIS _____ DAY OF _____, 2026.

CITY OF OLDSMAR

_____
Katherine A. Gannon, Mayor

ATTEST:

_____
Kristin Garcia, CMC
City Clerk
City of Oldsmar

APPROVED AS TO FORM:

_____
Thomas J. Trask, B.C.S.
City Attorney
City of Oldsmar



CITY OF OLDSMAR

Personnel Policies and Procedures

Revised ~~July~~ June ~~2025~~2026

OLDSMAR
TOP OF THE BAY

PERSONNEL POLICIES AND PROCEDURES
TABLE OF CONTENTS

Section 1 GENERAL PROVISIONS

1.1 Purpose 1
1.2 Positions Covered 1
1.3 Administration 1
1.4 Amendments, Change or Revisions of the Policies and Procedures 1
1.5 Status of Department Rules and Regulations, Policies and Operating Procedures 2
1.6 Equal Employment Opportunity 2
1.7 Americans with Disabilities Act (ADA) 2

Section 2 DEFINITIONS

2.1 Definitions 5

Section 3 WAGE AND PAY PLAN

3.1 Composition 9
3.2 Maintenance of the Pay Plan 9
3.3 Use of Pay Ranges 9
3.4 Pay Rates in Promotion, Demotion, or Transfer 10
3.5 Hourly Rates 10
3.6 Overtime 10
3.7 Standby Time 10
3.8 Exempt Employees 11
3.9 Call-Back Time 12
3.10 Shift Differential 13
3.11 Acting Pay 13
3.12 Emergency Pay 13
3.13 Service Awards and Recognitions 14
3.14 CDL Stipend 14

Section 4 RECRUITMENT AND EMPLOYMENT

4.1 Eligibility 15
4.2 Notification 15
4.3 Acceptance of Applicants 15
4.4 References 15
4.5 Pre-Employment Physical as Part of Pre-Employment Procedures 15
4.6 Process Disqualification/Dismissal 16

Section 5 ENTRANCE EXAMINATIONS

5.1 Competitive Examinations 17
5.2 Types of Examinations 17
5.3 Examinations Results 17
5.4 Veteran's Preference 17

Section 6 PROMOTIONS

6.1 Promotion Policy 18
6.2 Promotional Examinations 18
6.3 Application 18
6.4 Promotions Without Competition 18

Section 7 APPOINTMENTS, TRANSFERS, DEMOTIONS AND REINSTATEMENTS

7.1 Types of Appointments 19
~~7.2 Notification ..... 20~~
~~7.3~~7.2 Transfers 20
~~7.4~~7.3 Demotions 21
~~7.5~~7.4 Reinstatements 21
~~7.6~~7.5 Employee Referral 22

Section 8 PROBATION

8.1 Objective 23
8.2 Duration 23
8.3 Evaluation of Performance 23
8.4 Dismissal/Termination 23
8.5 Probationary Period Reports 23

Section 9 SEPARATION

9.1 Types of Separation from City Service 24
9.2 Exit Interviews 25
9.3 City Properties 25
9.4 Final Pay 25
9.5 Use of Leaves After Resignation Notice is Given 25

Section 10 GRIEVANCES

10.1 Grievance Policy 26
10.2 Causes of Grievances and Unacceptable Grievances 26
10.3 Grievance Procedure 26
10.4 General Provisions of the Grievance Procedure 27
10.5 Grievance Board 28
10.6 Confidentiality and Non-Retaliation 28

Section 11 TYPES OF LEAVE

11.1 General Policy 29
11.2 Holidays with Pay 29
11.3 Floating Holiday 30
11.4 Vacation Leave 30
11.5 Sick Leave 32
11.6 Leave Donation Policy 34
11.7 Bereavement Support Leave 35
11.8 Military Leave 36
11.9 Jury Duty and Court Time 37

11.10 Administrative Leave 38
11.11 Leave of Absence 38
11.12 Domestic Violence Leave 38
11.13 Family and Medical Leave Policy 40

Section 12 RETIREMENT

12.1 In General 45
12.2 Benefits 45

Section 13 INSURANCE AND BENEFITS

13.1 General 46
13.2 Group Health 46
13.3 City Programs 46

Section 14 TRAVEL

14.1 Policy 47
14.2 Procedures and Allowances 47
14.3 Use of City Purchasing Card 47
14.4 Transportation 48
14.5 Lodging 48
14.6 Meals 49
14.7 Substantiation 49
14.8 Travel Advance 50

Section 15 TUITION REIMBURSEMENT

15.1 Policy 51
15.2 Guidelines 51
15.3 Procedure 54

Section 16 RECORDS AND REPORTS

16.1 Responsibility 55
16.2 Records to be Considered Property of City 55
16.3 Records Retention and Disposition 55
16.4 Forms 55

Section 17 ACCIDENT, SAFETY, WORKERS' COMPENSATION

17.1 Accident Prevention and Safety 56
17.2 Accidents and Reporting 56
17.3 Steps to Take in Case of an Emergency 57
17.4 Workers' Compensation 58
17.5 Light-Duty 58
17.6 Personal Protection Equipment 59
17.7 First Aid and CPR Instruction 59

Section 18 GENERAL RULES AND REGULATIONS

18.1 Solicitations 60
18.2 Nepotism 60

18.3 Bulletin Boards 60
18.4 Employee Information Changes 60
18.5 Complaints Received 60
18.6 Distribution of Printed Literature 60
18.7 Confidential or Public Records 61
18.8 Exit Interview 61
18.9 Emergencies 62
18.10 Authorization for Purchases and Use of City Resources 62
18.11 Volunteer Program 62

Section 19 CONDUCT OF EMPLOYEES

19.1 Hours of Work/Time Clock 63
19.2 Attendance 64
19.3 Tardiness 64
19.4 Uniform and Dress 64
19.5 Serious Incident Reporting 65
19.6 Outside Employment 66
19.7 Code of Ethics 67
19.8 Political Activities 68
19.9 Public Relations 68
19.10 Borrowing City Equipment 68
19.11 Breaks 69
19.12 Personal Cell Phone/Personal Device Usage 69
19.13 Financial Interests 69
19.14 Use of City Vehicles 70
19.15 Statements by City Employees to Attorneys, Law Firms, or Others Concerning Employees or City Business 71
19.16 Driver's License Requirement 71
19.17 Equal Employment Opportunity/Non-Harassment 72
19.18 Identification Card Security Policy 74
19.19 Acceptable Use of Computer Equipment and Electronic Resources 75
19.20 Close Personal Relationships with Co-Workers 82
19.21 Smoking, Vaping or Smoking Alternatives 84
19.22 Firearms and Weapons in the Workplace 84
19.23 Artificial Intelligence 84

Section 20 PARTICIPATION IN EMPLOYEE ORGANIZATIONS

20.1 Participation 86
20.2 Labor Agreements 86

Section 21 CODE OF CONDUCT AND DISCIPLINARY MEASURES

21.1 Purpose 87
21.2 Provisions 87
21.3 Guidelines 87
21.4 Offenses and Penalties 89

21.5 Grievance Procedure Use and Notification of Right to Appeal 94

Section 22 DRUG AND ALCOHOL POLICY

22.1 Purpose 95
22.2 Scope 95
22.3 Definitions 95
22.4 Policy 97
22.5 Tests 99
22.6 Amnesty/Retaliation 103
22.7 Additional Information 104
22.8 Common Drugs That Can Affect a Drug Test 104
22.9 Testing 106
22.10 Searches 107
22.11 Confidentiality 108
22.12 Resources and Education 108

Section 23 CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING POLICY FOR COMMERCIAL MOTOR VEHICLE DRIVERS

23.1 General Information 109
23.2 Definitions 109
23.3 CDL Driver Categories 113
23.4 Requirement to Submit to Testing Upon Request 113
23.5 Required Testing 113
23.6 Random Testing 115
23.7 Reasonable Suspicion Testing 116
23.8 Post-Accident Testing 117
23.9 Follow-up Testing 119
23.10 Return to Duty Testing 119
23.11 CDL Driver and Supervisory Prohibitions 120
23.12 Required Reporting of Results 122
23.13 Disciplinary Actions for Policy Violations 122
23.14 Promulgation of Policy on Misuse of Alcohol and Use of Controlled Substances 122

SECTION 1
GENERAL PROVISIONS

1.1 PURPOSE

a. The City has established a system of personnel management to assist in providing superior service to the community. The purpose of these Personnel Policies and Procedures is to establish standard rules and procedures that will serve as a guide to administrative action concerning the various personnel activities and transactions. They are intended to indicate the customary and most reasonable methods whereby the aims of the personnel program can be carried out. These policies are subject to change at any time in accordance with Section 1.4 and do not constitute an employment agreement between the employee and the City.
b. It is the policy of the City to expect compliance from employees with all City Personnel Policies and Procedures, State and Federal regulations, laws, and rules in the performance of duties. An employee who violates any of the Personnel Policies and Procedures shall be subject to disciplinary action up to and including termination.

1.2 POSITIONS COVERED

These rules and regulations shall apply to all employees of the City of Oldsmar and may be altered or changed as deemed appropriate by the City Manager at any time with periodic confirmation by the City Council. Charter employees shall be covered by these provisions unless otherwise addressed by the City Council.

1.3 ADMINISTRATION

The Human Resources Director shall administer these rules under the direction of the City Manager and in conformity with the directive establishing a personnel system.

1.4 AMENDMENTS, CHANGES, OR REVISIONS OF THE POLICIES & PROCEDURES

a. The Human Resources Director shall present to the City Manager such policies and procedures and changes thereto as they are necessary for the effective administration of the personnel system.
b. Amendments, changes, or revisions of the policies and procedures shall be promulgated by the City Manager.
c. Each department head shall be charged with the responsibility of seeing that at least one copy of the Personnel Policies and Procedures is kept up-to-date, certified as such, and made available for their employees.

1.5 STATUS OF DEPARTMENT RULES AND REGULATIONS, POLICIES, AND OPERATING PROCEDURES

a. Any departmental rules, regulations, policies, and procedures shall serve as supplements to these City rules and regulations.
b. In the event of a conflict in any section, the City Policies and Procedures shall prevail.
c. In the event of direct conflict between these policies and any labor agreement, the labor agreement shall prevail.

1.6 EQUAL EMPLOYMENT OPPORTUNITY

a. The City is firmly committed to equal employment opportunity and does not discriminate in any employment-related decisions on the basis of race, color, religion, national origin, sex, age, disability, marital status, or any other protected status except to the extent the law allows consideration of such factors.
b. The City's policy of equality of opportunity applies to all levels of employment and to all job classifications under the jurisdiction of the City. It is the responsibility of each Director to give the City's non-discrimination policy full support through leadership and by personal example. It is the duty of each employee to help maintain a work environment that is conducive to and which reflects the City's commitment to equal employment opportunity. Please see the Equal Employment Opportunity/Non-Harassment section.
c. A complaint of a possible violation of the equal opportunity policy should be reported immediately to your supervisor or the Human Resources Department. If deemed appropriate, complaints will be promptly investigated and, if substantiated, corrective action will be taken.

1.7 AMERICANS WITH DISABILITIES ACT (ADA)

The City of Oldsmar is committed to providing equal opportunity and reasonable accommodation to employees with disabilities. The City of Oldsmar complies with the Americans with Disabilities Act and all other applicable federal, state, and local laws regarding disability discrimination and accommodation.

~~A reasonable~~Reasonable accommodation may be available for the known physical or mental limitations of qualified employees with disabilities. An employee is qualified if they can perform essential job functions with or without reasonable accommodation.

For purposes of this policy, a disability is any physical or mental impairment that substantially limits a major life activity.

A reasonable accommodation is a modification or adjustment of an employee's job or work environment that enables that employee to perform essential job functions or enjoy the same employment benefits and privileges as similarly situated employees without disabilities. Examples of reasonable ~~accommodations~~accommodation include modifying a workspace to make it wheelchair accessible, providing screen reading software, or adjusting an employee's work schedule to accommodate medical appointments. The City of Oldsmar does not provide accommodations of a personal nature, such as eyeglasses or hearing aids.

The City of Oldsmar is committed to providing accommodation so long as the accommodation does not place an undue hardship on business operations or pose a threat to the health or safety of employees in the workplace.

ACCOMMODATION PROCESS

The City of Oldsmar will actively engage in an interactive process with employees who request an accommodation to determine what, if any, accommodation can be provided. Requests will be processed for accommodation in a prompt and efficient manner.

Employees can request an accommodation by contacting their immediate supervisor or Human Resources. Employees can contact Human Resources by phone, by email, or in person.

Employees who request an accommodation will be asked to complete the Disability Accommodation Request Form and have a physician provide supporting medical documentation. Additional medical information may be requested, or the medical information may be reviewed by a medical expert to make this initial determination.

The City will work with the employee's supervisor to examine the essential functions of the employee's job and determine if an accommodation can be provided. Employees who are denied accommodations are notified of the denial and the basis for the denial.

The accommodation may be reviewed annually. As part of the review, employees can be asked to provide updated medical information to demonstrate that the need for the accommodation is ongoing.

Employees who have questions about the accommodation process should contact Human Resources.

CONFIDENTIALITY

All information obtained concerning medical conditions or history of employees, including genetic information, is maintained in separate medical files and treated as confidential records that are disclosed only as permitted by law. HR representatives and supervisors who have knowledge of employees' medical information are prohibited from sharing such information as part of the accommodation.

ANTI-RETALIATION

Retaliation for requesting or being granted an accommodation is prohibited. If an employee believes that they are subject to retaliation based on a disability accommodation(s) or a disability accommodation request, they should inform the Human Resources Department.

2.1 DEFINITIONS

1. **Absent Without Leave (A.W.O.L.):** An employee who fails to report for work and fails to call in. Being absent without permission is subject to disciplinary process. Three consecutive workdays of "no call/no show" shall be considered job abandonment and result in termination.

2. **Administrative Leave:** An enforced leave of absence with or without pay at the discretion of the City Manager when circumstances dictate that an employee be relieved from duty.

3. **Allocation:** The assignment of a position to its appropriate pay grade in relation to duties performed.

4. **Anniversary Date:** The anniversary of the date of hire of an employee into a position. All new appointments, promotions, transfers, demotions, and reinstatements to a new classification may result in the employee having a new anniversary date of the date of hire into the new position as determined by the City Manager.

5. **Appeal:** An application for a review of a grievance submitted by an employee.

6. **Applicant:** An individual who has completed and submitted an application for employment with the City.

7. **Appointment:** The offer and acceptance by a person for a position either on a regular or temporary basis.

8. **Certification:** Endorsement as meeting required minimum standards for a vacant position.

9. **Compensation:** The standard rates of pay that have been established for the respective classes of work, as set forth in the pay plan.

10. **Demotion:** Assignment of an employee from one class to another which has a lower minimum rate of pay. A demotion may be voluntary or involuntary.

11. **Department:** The primary organizational unit which is under the immediate charge of the department head, who reports directly to the City Manager.

12. **Dismissal/Termination:** Separation from City employment for cause.

13. **Domestic Partner:** A person of the same or opposite sex with whom an employee has established a domestic partnership as determined by the City.

14. **Employee:** An individual who is legally employed by the City and is compensated through the City payroll for such services. Individuals or groups compensated on a fee basis are not included.

15. **Examination:** The process of testing, evaluating, or investigating the fitness and qualifications of applicants and employees.

16. **Grievance:** A real or perceived condition, such as an unsatisfactory working condition, which causes distress and affords reason for complaint.

17. **Immediate Family:**

Spouse or Domestic Partner: This includes a legally married spouse, or a domestic partner as recognized under the City's Domestic Partner definition.

Parents: Biological, adoptive, step-parents, or legal guardians who raised the employee or their spouse/domestic partner.

Children: Biological, adopted, foster, step-children, or legal wards of the employee or their spouse/domestic partner, regardless of age or dependency status. This includes children for whom the employee or their spouse/domestic partner stands in loco parentis (in place of a parent).

Legal Dependents: Individuals for whom the employee has legal responsibility for care, including court-appointed wards or persons for whom the employee has a durable power of attorney for health care decisions.

Siblings: Biological, adoptive, half-siblings, or step-siblings of the employee or their spouse/domestic partner.

Grandparents: Biological, adoptive, or step-grandparents of the employee or their spouse/domestic partner. This includes any person who functioned in a grandparental role during the employee's upbringing.

Grandchildren: Biological, adopted, step, or foster grandchildren of the employee or their spouse/domestic partner.

In-laws: This includes the employee's spouse/domestic partner's parents (mother-in-law, father-in-law), children (son-in-law, daughter-in-law), and siblings (brother-in-law, sister-in-law).

Other Family Members Residing in the Same Household: Any relative or individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, provided they reside in the same household as the employee.

18. **Job Description:** A written description of a position consisting of a job title, a general statement of the level of work and the distinguishing features of work, examples of duties, and the desirable qualifications for the position (also called job description).

19. **Layoff:** The involuntary, non-disciplinary separation of an employee from a position.

20. **Leave:** An approved type of absence from work as provided by these rules.

21. **Merit Pay Increase:** An increase in compensation established in the compensation plan which may be granted to an employee for meritorious service.

22. **Overtime:** Authorized time worked by an employee in excess of the maximum hour standard established by law.

23. **Pay Rate:** A specific dollar amount, expressed as either an annual rate, a monthly rate, a bi-weekly rate, a weekly rate, or an hourly rate as shown on the pay plan of the City.

24. **Pay Plan:** The official schedule of pay rates assigning minimums and maximums to each position.

25. **Human Resources Director:** An employee designated by the City Manager to be accountable for the personnel operations of the City.

26. **Position:** Any office or employment, whether occupied or vacant, full-time or part-time, consisting of duties and responsibilities assigned to one individual by competent authority.

27. **Probationary Period:** A six-month working test or trial period of employment beginning with the date of the employee's first appointment.

28. **Promotion:** Assignment of an employee from one position to another which has a higher range of pay. Promotions can take place within a department or between departments. Newly promoted employees shall also serve a probationary period. Employees on probation will not be promoted within their department unless the City Manager determines that there is no other qualified applicant and it is essential to the operations of the City.

29. **Retiree:** Employee whose City employment is terminated for retirement purposes. The employee must be 62 years of age or older with at least ten years of service, or if a participant in a defined benefit plan, the employee must meet the terms of the applicable retirement plan.

30. **Suspension:** An enforced leave of absence for disciplinary purposes.

31. **Termination:** Separation from employment with the City.

32. **Transfer:** Assignment of an employee from one position to another position. Transfer can take place within a department, between departments, between positions of the same pay grade.

33. **Workday:** Scheduled number of hours an employee is required to work per day.

SECTION 3
WAGE AND PAY PLAN

3.1 COMPOSITION

The pay plan includes a complete inventory of all positions in the City service with the schedule of pay ranges consisting of minimum and maximum rates of pay for all positions.

3.2 MAINTENANCE OF THE PAY PLAN

The Pay Plan is intended to provide fair compensation for all positions with regard to the range of pay for other positions, general rates of pay for similar employment in private establishments and other municipalities or civil jurisdictions in the area, cost of living rate, the financial condition of the City, and other factors. To accomplish this, the pay plan will be reviewed annually. If necessary, comparative studies of all the factors affecting the level of pay ranges will be evaluated, and a recommendation to the City Manager of pay adjustments will be made. Such adjustments will be made by increasing or decreasing the pay ranges, the rate of pay for each employee, or an adjustment of an appropriate percentage of pay as approved by the City Council.

3.3 USE OF PAY RANGES

Pay ranges are intended to furnish administrative flexibility in recognizing differences among positions allocated to the same range, in providing employee incentives, and in rewarding employees for meritorious service. The following general provisions shall govern the granting of within-the-range increases.

a. The minimum rate established for the range is the normal hiring rate, except in those cases where unusual circumstances appear to warrant the appointment of an employee at a higher rate. Appointments above the minimum rate may be made only when the City Manager determines that it is necessary and in the City's best interest. Approval will be based on the applicant's qualifications being in excess of the requirements for the range, that there is a shortage of qualified applicants available at the minimum pay, and that qualified applicants decline employment at the minimum pay.

b. Job performance will be reviewed for each non-probationary employee each fiscal year. Department heads are to consider all factors affecting employee performance and will submit their recommendation in writing, whether to advance or retain the employee at the same rate. All such advancements and retentions must be approved or denied by the City Manager.

3.4 PAY RATES IN PROMOTION, DEMOTION, OR TRANSFER

When an employee is promoted, demoted, or transferred, the rate of pay in the new position shall be established in accordance with the following:

a. Upon promotion, a pay increase of five (5%) percent will be granted. If the increase does not result in the pay being on the scale of the new position, the pay will be adjusted to the bottom of the new pay range.

b. When regular employees are demoted to positions for which they are qualified, their pay shall be set at a rate in the lower pay range. Voluntary demotion requests will be evaluated on an individual basis.

3.5 HOURLY RATES

Certain employees will be paid on an hourly rate basis. All non-exempt positions, unless excluded by the City Manager, shall use the time-keeping system.

3.6 OVERTIME

The workweek is forty (40) hours (excluding Fire Department shift personnel). Pay is based on forty (40) hours. All hours worked over forty (40) in one week by non-exempt personnel carry one-half (1/2) time premium pay in addition to straight time. Holidays, vacation, jury duty, administrative pay (affiliated with a declared emergency) and the floating holiday count as hours worked for overtime pay calculations. Sick and bereavement leave do not count towards hours worked for purposes of overtime calculation. Overtime must be approved by the department head or supervisor prior to actually performing any work beyond forty (40) hours in a workweek, except in cases of emergencies. Granting of such overtime will be authorized uniformly and equally insofar as possible while still assuring City needs are met. Overtime work performed by an employee which is not authorized by the department head or supervisor in advance may result in disciplinary action.

3.7 STANDBY TIME

In order to provide services during the off-duty hours, department heads may determine it is necessary for employee(s) to be available for work on the employee's off-duty time, which may include nights, weekends, or holidays.

a. Divisions that are required to participate in a standby rotation are predetermined during the operating budget meetings with the department head, the City Manager and Administrative Services.

b. Standby rotations will be prescheduled by the supervisor and subject to the approval of the department head. Standby rotation will be systematically and fairly assigned. Employees shall not be assigned to standby duty if excused in advance by managerial personnel for approved vacation, floating holiday, sick or other absence during normal work shift, and in all cases the Department will seek volunteers prior to assigning an employee to backfill standby duty. The City shall have the right to specify requirements needed for standby, including skills, dependability, and ability to report timely and employees not meeting said requirements may not be assigned or volunteer for such standby.

c. When assigned to standby duty by the employee's department head, a non-exempt employee is guaranteed standby pay of a minimum of two (2) hours at the employee's regular straight-time rate for each eight (8) hours of standby assigned and scheduled.

d. A non-exempt employee, when called to work while on standby duty, will be paid for the actual time worked. This is in addition to the standby pay of two (2) hours for each eight (8) hours assigned. For pay purposes, actual time worked starts at the time of notice and ends when the employee returns home. For non-exempt employees, standby time shall not count as hours worked for the purpose of computing overtime pay and shall be paid at the employee's regular rate of pay. Actual time worked shall be counted as hours worked for purposes of computing overtime. When a department director deems it necessary for an exempt, salaried employee to participate in the standby rotation, the exempt employee will be compensated with a flat daily rate of $65.00 to be on standby. Callback pay does not apply for exempt employees.

e. Any employee who is on standby duty but fails to respond to a call to work will forfeit the standby pay and may be subject to possible disciplinary measures.

f. Occasionally, there may be a circumstance where a division does not participate in the rotating standby schedule, but there is a necessity to assign someone. Those case by case need to be approved by the department head and the Administrative Services Director.

f.

3.8 EXEMPT EMPLOYEES

Exempt employees shall be approved by the City Manager, including department heads and those executive, administrative, professional, or other employees whose duties and responsibilities cause them to be exempt from the overtime regulations of the Fair Labor Standards Act.

Exempt employees are paid on a salaried basis, without regard for the number of hours worked in a given pay period. They are also

responsible for the efficient performance of the duties as documented in their respective job descriptions.

Deductions from salary specifically will not be made when an exempt employee's absence is directed by the Company, or by Company operations, for less than a full workweek; when an employee has served as a juror or witness for less than a full workweek (although salary may be adjusted to account for the employee's receipt of juror or witness pay); or when an exempt employee is absent for less than one full day for any reason.

Exempt employees may have salaries altered or reduced in a manner consistent with federal law, in the following list of non-exhaustive circumstances:

a. a. When the employee is absent for one or more full days and permission for use of leave has not been sought or has been sought and denied;
b. b. When the employee is absent for one or more full days and accrued leave has been exhausted or employee is in their probationary period and does not have accrued leave to use; or
c. c. The employee requests and is approved for leave without pay for one or more full days; or
d. d. if beginning or separating prior to the end of a pay period, salary may be reduced to hours worked in the initial week or prior to termination; or
e. e. When the salary is proportionally adjusted to correspond to time actually worked if the employee takes intermittent leave or leave on a reduced schedule under the FMLA and accrued leave has been exhausted or;
f. f. When the deduction is imposed by the City in good faith in response to an employee's violation of safety rules of major significance; or
g. g. When an unpaid disciplinary suspension of one or more full days is imposed in good faith for infractions of workplace conduct rules, such as the violation of the Company's policy prohibiting unlawful harassment.

Exempt Employee Attendance and Leave

The Fair Labor Standards Act (FLSA) permits employers to require salaried, exempt employees to use accrued leave balances (such as vacation, sick, or other paid leave) for time not worked, provided the employee's guaranteed salary is not reduced, except as provided by law.

Consistent with this allowance, the following policy applies:

Salaried, exempt employees are expected to work a minimum of one-half (½) of their regularly scheduled workday to avoid charging appropriate leave time (sick or vacation).

If an exempt employee works at least one-half of their regularly scheduled hours in a day no PTO is required to be charged for the remaining time away.

If an exempt employee works less than one-half of their regularly scheduled hours in a day, the time not worked must be charged to the appropriate leave time, in accordance with company time-off policies.

Deductions from an exempt employee's sick or vacation leave accruals are not "deductions from salary" under this policy. Rather, this section affects leave balances only and does not impact an employee's guaranteed salary, exempt classification, or FLSA status. It is intended to ensure consistent and fair timekeeping practices and apply to all salaried, exempt employees, subject to applicable federal, state, and local law.

Any exempt employee, believing that his or her salary has been subject to an unlawful deduction, is to bring the matter to the attention of Human Resources as soon as possible. Human Resources will investigate promptly and will ensure that the employee is reimbursed for any improper deductions.

~~**3.8 EXEMPT EMPLOYEES**~~

~~Exempt employees shall be approved by the City Manager, including department heads and those executive, administrative, or professional employees whose duties and responsibilities cause them to be exempt from the overtime regulations of the Fair Labor Standards Act.~~

~~Exempt employees are paid on a salaried basis, without regard for the number of hours worked in a given pay period. They are also responsible for the efficient performance of the duties as documented in their respective job descriptions.~~

~~Exempt employees may have salaries altered or reduced in a manner consistent with federal law, which shall include a reduction of pay and/or leave status because of the following circumstances:~~

~~a. permission for use of leave has not been sought or has been sought and denied;~~

~~b. accrued leave has been exhausted; or~~

~~c. the employee requests and is approved for leave without pay; or~~

~~d. if separating prior to the end of a pay period, salary may be reduced to hours worked prior to termination.~~

3.9 CALL-BACK TIME

a. Call-back time shall be defined as hours worked by an employee who is off-duty and required to return to work on an unscheduled basis. Call-back time shall be counted as hours worked for purposes of calculating overtime compensation.
b. Call-back pay shall be defined as compensation to the employee for a minimum of two (2) hours at the overtime rate of pay for the initial two (2) hours. Because the first two (2) hours are already being paid at an overtime rate, the amount of overtime will be credited against any overtime owed for the pay week.
c. For pay purposes, actual time worked starts at the time of notice and ends when the employee returns home.
d. Any non-exempt employee who is off-duty and required to return to work on an unscheduled basis shall be eligible for call-back pay. The employee shall receive the regular rate of pay after the initial two (2) hours. Hours worked in excess of the initial two (2) hours will be counted as productive hours worked for purposes of calculating overtime.
e. Any employee who is on duty and is instructed and required to remain at work shall not be eligible for call-back pay. Such hours worked shall be counted for purposes of calculating overtime for the pay week.
f. Any employee who is off-duty and required to report to work prior to the employee's normal start time on an unscheduled basis, and the employee's call-in period extends into the start of their regular work period, shall receive call-back pay.
g. In situations where employees are covered by a collective bargaining agreement, the terms of the collective bargaining agreement shall be controlling.
h. Call-back pay does not apply for exempt employees.

3.10 SHIFT DIFFERENTIAL

When a non-exempt regular full-time (excluding Fire Department shift personnel) employee is scheduled to work an alternative shift, they shall receive a shift differential of $.75 an hour. An alternative shift is defined as an employee's regular shift but is scheduled outside of the normal business hours. Shift differential will be paid to an employee only when they actually work the shift for which the differential is paid. It will be included in the employees' regular rate for purposes of computing overtime.

3.11 ACTING PAY

Employees who are assigned by the City Manager to work in an "acting" capacity in a vacant, higher-level classification, will receive a minimum of a 5% increase to their current base rate of pay for the duration of the "acting" assignment.

3.12 EMERGENCY PAY

a. When the Governor of the State of Florida, Mayor of Oldsmar, City Manager, or representative of another local jurisdiction officially declares an emergency as defined in the Oldsmar Code of Ordinance, Section 18-33, employees performing essential services may be required to work as deemed necessary by the City Manager or designee.
b. Under declared emergency conditions where certain employees are unable or not required to report to work due to an emergency, the City Manager or designee may declare an excused absence period, and the City may pay the excused employee administrative pay, not to exceed their regularly scheduled hours, up to their standard weekly pay.
c. Pay for time worked during emergency conditions will be as follows:
    i. FLSA exempt employees will be paid at their regular hourly rate of pay for hours in excess of forty (40) hours per week commencing the first day of the emergency.
    ii. FLSA non-exempt employees will be paid time-and-a-half in accordance with the Policies and Procedures for all productive hours in excess of their normal workweek.
    iii. Employees who are on pre-approved leave at the time of the emergency (i.e. sick (or if caring for a family member, vacation or no pay) will not be eligible for the administrative pay or emergency pay during their leave.

3.13 SERVICE AWARDS AND RECOGNITIONS

In an effort to recognize and reward an employee for their longevity or tenure with the City of Oldsmar, awards will be given to employees who complete the following years of service:

Years of Service	Award
5	$100
10	$500
15	$750
20	$1,000
25	$1,500

Years of Service	Award
30	$2,000
35	$2,500
40	$3,000
45	$3,500

3.14 CDL STIPEND

Employees who possess a State of Florida valid Class A or Class B Commercial Driver's License (CDL), and the CDL license is not part of the minimum qualifications required for their current position, may voluntarily participate in the City's CDL Stipend program.
Those participating in the CDL Stipend program will be required sign the Intermittent Driver Agreement form which indicates the employee is agreeing to be an intermittent, casual, or occasional commercial motor vehicle driver and in return the employee will receive a biweekly stipend of $25.

The agreement also outlines the participating employee is subject to the rules and regulations set forth by the Department of Transportation 49 CFR, Part 40 and the City's Drug and Alcohol policies that support the Federal Motor Carriers Safety Administration (FMCSA). This includes the requirement to participate in random drug and alcohol testing for CDL drivers as outlined in the City's Personnel Policies and Procedures Manual.

Employees are required to notify Human Resources immediately of the loss of the CDL license regardless of if the loss is voluntary or involuntary. At the time of the loss, the incentive pay will cease. Employees will be required to pay back any incentive pay received after the loss of the license.

Employees may revoke their agreement at any time and choose to no longer participate in the CDL stipend program.

This is a voluntary program and those participating will pay any costs associated with maintaining the CDL license. The City will not reimburse costs associated with obtaining or maintaining a CDL when it is not a requirement of the employee's current position.

4.1 ELIGIBILITY

Individuals legally permitted to work in the United States are eligible to work for the City of Oldsmar. United States military veterans shall be given preference in accordance with current federal and state laws.

4.2 NOTIFICATION

The Human Resources Director shall prepare recruiting notices to publicize vacancies. ~~Such v~~Various media of publicity shall be used ~~as might be expected~~ to bring notice of vacancies to as many qualified persons as possible.

4.3 ACCEPTANCE OF APPLICANTS

Each candidate for City employment shall submit an application in the manner prescribed by the Human Resources Director. Such information may be required as is deemed necessary in order to judge the applicant's qualifications and fitness.

4.4 REFERENCES

As part of the pre-employment process, former supervisors, employers, and references provided by candidates shall be checked. Reference checks may be accomplished by personal contact, mail, fax, email, or telephone and shall be documented and made part of the applicant's file. These reference checks shall be completed prior to an offer of employment.

4.5 PRE-EMPLOYMENT PHYSICAL AS PART OF PRE-EMPLOYMENT PROCEDURE

The City Manager may require an applicant to whom a conditional offer of employment has been extended to be subjected to a medical examination performed by a licensed physician of the City's choice. Such examination will be performed at the expense of the City and will determine if the applicant can meet the physical requirements associated with the position with or without reasonable accommodation. Drug and alcohol testing may be required of designated positions as defined by SS440.102 and SS112.0455 as Special Risk or Mandatory-Testing Position in accordance with the City's Drug-Free Workplace Policy.

4.6 PROCESS DISQUALIFICATION/DISMISSAL

The Human Resources Director may remove from consideration at any time the application of any applicant (or recommend the dismissal of an existing employee) who:

a. Does not possess the minimum qualifications.
b. Has established an unsatisfactory employment history or criminal record, as evidenced by reference check, of such a nature as to demonstrate unsuitability for employment, regardless of when discovered.
c. Has made false statements or omissions of any information the City deems material or practiced deception in the application and hiring process, regardless of when discovered.
d. Has a disability that renders the employee unable to perform the essential functions of their position even with reasonable accommodation.
e. Is a current user of illegal drugs or intoxicants.
f. Does not return a telephone inquiry within two (2) days or otherwise fails to cooperate in the hiring process.
g. Fails to accept appointment within two (2) days or to report for duty within the time prescribed in the offer.

SECTION 5
ENTRANCE EXAMINATIONS

5.1 COMPETITIVE EXAMINATIONS

All applicants considered for positions in the City of Oldsmar may be subject to competitive examination.

5.2 TYPES OF EXAMINATIONS

An examination may be administered for any position and consist of one or more of the following parts as determined by the City Manager:

a. **Written Test** - This part, when required, shall include a written demonstration designed to show the competitors' familiarity with the knowledge involved in the class of positions to which they seek employment, their ability in the use of English, their ability to effectively comprehend and appropriately communicate in writing, the range of their general knowledge, or their general educational attainments.

b. **Physical Tests** - This part, when required, shall include testing of physical requirements to determine the ability of the applicant to perform the tasks required for the position.

c. **Cognitive Assessment/Aptitude Test** - When required, this part shall include any test to determine mental alertness, general capacity of applicants for such skills as problem-solving, conflict resolution, organizational skills, aptitude, or other job-related abilities as deemed appropriate.

5.3 EXAMINATION RESULTS

Each person in an examination shall be entitled to review their own completed examination results, consistent with the Florida Public Records Law.

5.4 VETERAN'S PREFERENCE

Upon submission of the appropriate documentation at the time of making the application, applicants for positions covered by the state veterans' preference law shall be accorded preference to the extent required by law.

SECTION 6
PROMOTIONS

6.1 PROMOTION POLICY

Promotions ~~in every case~~ must involve a definite increase in duties and responsibilities and shall not be ~~made merely~~granted solely to ~~affect~~provide an increase in compensation. Selection criteria shall include but are not limited to relevant qualifications, attendance record, performance evaluations, disciplinary actions, and corrective action plans. ~~The promoted e~~Employees who are promoted must serve a six (6) month probation period. ~~The~~ A promotion to a new pay grade will establish ~~result in the employee having~~ a new anniversary date for the employee. Upon promotion, the employee shall be placed at the minimum of the new pay grade or receive a five percent (5%) increase over their current rate of pay, whichever is greater.

~~6.2~~ PROMOTIONAL EXAMINATIONS

6.2

A promotional exam is a competitive employment test for current employees, to determine if they possess the qualifications for advancement to a higher-level position. These exams assess knowledge, skills, and abilities relevant to the new role, written tests, oral exams, or assessment centers.~~The term "Promotional Examinations" signifies a fitness test to de- termine the relative standing of applicants for specific positions. A promotional examination may include employees in all departments as determined by the Human Resources Director.~~

6.3 APPLICATION

Employees interested in applying for an open promotional opportunity shall submit an internal transfer form to the Human Resources ~~Director~~Department.

6.4 PROMOTIONS WITHOUT COMPETITION

The City Manager may authorize the promotion without competition of any position in the pay plan when deemed appropriate, based on other evidence of competence, as expressed in the Code of Ordinances, Part 1, Article IV – Administrative, Section 4.07 Personnel system.

SECTION 7
APPOINTMENTS, TRANSFERS, DEMOTIONS, & REINSTATEMENTS

7.1 TYPES OF APPOINTMENTS

The following types of appointments may be made to the City service in conformity with the rules established: full-time, part-time, seasonal, internship, emergency, provisional, temporary/limited-term, and variable.

a. **Full-time Employee** – Works a permanent position, full-time and on a continuous basis (indefinite), and receives all benefits and rights as provided by the Personnel Policies and Procedures. Full-time employees may be exempt or non-exempt.
b. **Part-time Employee** – Permanent part-time employees are employees who are not regularly scheduled to work more than 30 hours per week. Part-time employees will be scheduled to work 10, 16, 20, 22.5, or 25 hours per week.
c. **Seasonal Employee** – These employees are appointed in the same manner and are subject to the same policies and procedures as permanent employees. Seasonal employees are considered temporary, in no case will they be employed more than six months, and do not receive any benefits.
d. **Internship Appointments** – Internship appointments have the purpose of affording students an opportunity to gain actual work experience in the public sector. Such appointments are for a definite period of time and require the approval of the City Manager. Interns may be paid or unpaid, are considered temporary appointments, and do not receive any benefits.
e. **Emergency Appointments** – In an emergency, the City Manager may authorize the appointment of any qualified person to prevent stoppage of public business, loss, or serious inconvenience to the public. Emergency appointments shall be limited to a period determined by the City Manager.
f. **Provisional Appointments** – The Human Resources Director, with the approval of the City Manager, may authorize the filling of any vacancy on an interim basis by a provisional appointment.
g. **Temporary/Limited Term Appointments** – Temporary or limited-term appointments are made when a special job or project requires the addition of employees for a specific time or to fill a position of an employee on a leave of absence. Such employees are temporary and do not receive any benefits. Temporary or limited-term appointments may be made for a period not in excess of six (6) months with the approval of the City Manager.

h. **Variable Employee** – Variable employees are employees whose hours vary, and a regular schedule cannot be reasonably determined. They are expected to work over six months, but some weeks they may not be scheduled at all, while other weeks they may work up to 40 hrs. A variable employee will not work over 130 hours per month on average. The City Manager must approve variable appointments.

~~**7.2 NOTIFICATION**~~

~~All individuals eligible, in response to an application for employment, may be selected and notified by the Human Resources Department to appear for an interview within such time as may be designated.~~

~~7.3~~7.2 TRANSFERS

An employee on regular or probationary status may, with the approval of the department head and City Manager, be transferred in accordance with the following:

a. **Department Transfer, Same Job Title** – An employee may be transferred to another department with the same job title, and such transfer shall not change the employee's pay range, pay rate, or anniversary date. However, employees who transfer must serve a six (6) month probationary period in the new department, unless the ~~Administrative Services~~Human Resources Director approves a lesser probationary period due to the similarity of the positions. If, after a fair trial, the employee is found to be unsatisfactory in performing the duties of the new position, they may be returned to the position from which they transferred with the approval of the department head and City Manager if a vacancy exists.
b. **Change in Job Title, Same Pay Range** – When an employee transfers to a position with a different title having the same pay range as their present position, the employee's salary will remain the same, but the anniversary date will change to the date of transfer. The employee must serve a six (6) month probationary period in the new position unless the ~~Administrative Services~~ Human Resources Director approves a lesser probationary period due to the similarity of the positions.
c. **Transfer of Disabled Persons** – When an employee becomes disabled and unable to perform the essential functions of their position, even with reasonable accommodation, the department head may, if requested by such employee and with the approval of the City Manager, initiate a transfer to a vacant position in the same or a lower pay grade for which the employee meets the minimum qualifications and has the ability to satisfactorily perform with or without reasonable accommodation.
d. **New Anniversary Date** - All appointments, transfers, demotions, and reinstatements to a new pay grade will result in the employee having a new anniversary date.

~~7.4~~7.3 DEMOTIONS

An employee may be demoted to an available position of lower grade for which the employee is qualified for any of the following reasons:

a. When an employee would otherwise be laid off because the position is being abolished, the position is being reclassified to a higher grade, lack of work, lack of funds, or because of the return to work from an authorized leave of another employee to such position in accordance with the rules on leave.
b. When an employee does not possess the necessary qualifications to render satisfactory service in the present position or when removed during probation.
c. When an employee voluntarily requests such demotion.
d. When imposed as a disciplinary measure.

All demotions must receive the approval of the City Manager and department head(s) concerned. Demotion of a non-probationary employee for disciplinary reasons may be appealed under the grievance process set forth in Section 10.

Employees who are demoted, either voluntary or involuntary, will be required to serve a six (6) month probationary period if the employee has not served in and successfully completed a probationary period in the position previously. Demotion pay may be reduced by 5% or adjusted to the top of the new pay grade, whichever is less.

All appointments, transfers, demotions, and reinstatements to a new pay grade will result in the employee having a new anniversary date.

~~7.5~~7.4 REINSTATEMENTS

An employee will be reinstated at the same pay rate previously received or may revert to a lower rate within the range at the discretion of the department head and with the approval of the City Manager. The employee may be reinstated at a higher rate if the pay plan was adjusted as part of the budget process. Reinstated employees are considered new employees for purposes of all benefits and salary increases. All reinstatements require the prior written approval of the City Manager.

All appointments, transfers, demotions, and reinstatements to a new pay grade will result in the employee having a new anniversary date.

~~7.6~~7.5 EMPLOYEE REFERRAL

The City of Oldsmar will provide incentives to current employees who refer individuals to work for the City of Oldsmar once the individual is hired and again when the applicant successfully completes their probationary period. Current employees who recommend individuals for employment with the City may be eligible to receive a recruiting incentive if the following conditions are met:

- The prospective employee must indicate on the employment application the name of the current City employee who recruited them in the "How did you hear about the job?" section of the application.
- The prospective employee must be hired to work in a full or part time capacity ~~for the City of Oldsmar~~, at which time, the current City employee who made the referral will receive a one-time $50 referral bonus in their paycheck. Seasonal, temporary or internships do not qualify.
- The referred employee must successfully complete the probationary period with the normally established timeframe, at which time the employee who made the referral will receive a one-~~time~~-time $100 bonus in their paycheck.

SECTION 8
PROBATION

8.1 OBJECTIVE

The probationary period shall be utilized to closely observe the employee's performance to secure the most effective adjustment of a new or promoted employee to the position and to reject any employee whose performance is unsatisfactory.

8.2 DURATION

Except as otherwise provided by these policies, the initial probationary period shall be for a period of six (6) months from the first day of work for the employee. Unless otherwise approved by the Human Resources Director, all appointments, transfers, demotions, and promotions will also be required to serve a new six (6) month probationary period.

If a department head requests an extension of the established probationary period prior to fifteen (15) days before expiration, the Human Resources Director, with the approval of the City Manager, may extend the probationary period of a particular employee up to three (3) months beyond the end of the normal initial probationary period. Any additional extension beyond three (3) months must be requested by the department director to the Human Resources Director, with the final approval coming from the City Manager.

8.3 EVALUATION OF PERFORMANCE

During the probationary period, the employee's supervisor will conduct a three (3) and six (6) month probationary review with the employee. The supervisor will provide feedback to the employee regarding performance as to whether or not they are meeting the position's requirements.

8.4 DISMISSAL/TERMINATION

During the probationary period, the department head may make a recommendation to Human Resources for the removal of an employee who is unable or unwilling to perform the duties of the position satisfactorily. The final approval will come from the City Manager.

8.5 PROBATIONARY PERIOD REPORTS

~~At least fifteen (15) days p~~Prior to the end of an employee's probationary period, the department head shall notify the Human Resources Director whether the employee will continue in the position, request a probationary extension, or recommend removal from employment. A copy of such notice shall be given to the employee. An employee removed from employment during the probationary period has no right of appeal over the decision but may provide a written response which will be placed in their personnel file.

9.1 TYPES OF SEPARATION FROM CITY SERVICE

Separation and/or terminations from positions in City service shall be designated as one of the following types:

a. **Resignation** – A voluntary written communication from an employee indicating their intent to permanently separate from City service or by the failure of an employee to report to duty for three (3) consecutive working days without a justifiable reason acceptable to the City.

   Any employee wishing to leave the City service in good standing shall notify their immediate supervisor at least two (2) weeks before leaving. Failure to do so may be cause for denying such employee re-employment by the City and withholding payment for accrued vacation leave.

   Once a resignation is submitted, the termination date will be considered the last day the employee is physically in the workplace unless otherwise authorized by the City Manager.

b. **Retirement** – A voluntary written communication from an employee indicating their intent to permanently separate from City service. In order to be eligible for any benefits or leave payouts available for City retirees, an employee must meet the requirements of a retiree established in Section 2 of this manual.

c. **Disability** – An employee may be separated for disability when they cannot perform the essential functions of their position, with or without reasonable accommodation, because of a physical or mental impairment. The City, in its sole discretion, may decide to require a medical examination at its expense, performed by a physician of its choice, to confirm the decision.

d. **Death** – Separation shall be effective as of the date of death.

e. **Layoff** – The involuntary, non-disciplinary separation of an employee from a position. The City Manager or designee may lay off an employee or employees when deemed necessary because of shortage of funds, work, the elimination of a position, other material changes in the duties, or for related reasons outside the employee's control. Any employee with less than four (4) years of service who is laid off for any of the above reasons will be entitled

to severance pay in the amount of two weeks' salary. Employees with four (4) or more years of service will receive one week's severance pay for each year worked.

i. **Order of Layoff** - When it becomes necessary to reduce the number of employees in any department, the City Manager shall determine the order of layoff.

ii. Employees who are reinstated within six (6) months shall have their tenure of service and sick leave restored. If re-employed after six (6) months, the employee shall be treated as a new employee.

f. **Dismissal or Termination** – Separation of employment from the City for reasons other than resignation, retirement, disability, death, or layoff.

9.2 EXIT INTERVIEWS

The purpose and intent of the "exit interview" is to provide management with feedback to improve our system.

E~~ach e~~mployee~~s~~ who resign~~s~~ from the City have the option to~~will be given an~~ complete an exit interview questionnaire~~form to complete~~. The completed exit interview form is to remain with the Human Resources Department and is to be utilized as a management tool. ~~An exit interview will be offered after resignation is received by Human Resources.~~

9.3 CITY PROPERTIES

At the time of separation and prior to receiving final monies due, all records (electronic or paper), books, assets, keys, tools, log-in or access information, uniform and any items of City property in the employee's custody shall be transferred to the supervisor or Human Resources, and certification to this effect shall be made by completing the "Employee Clearance Notice." Any monies due the City because of any shortages or tuition reimbursement as defined in the Tuition Reimbursement Policy shall be deducted from their final check. Employees will receive their final pay when all items of City property are returned.

9.4 FINAL PAY

All final pay will be issued directly to the employee by direct deposit or by paper check issued through the Administrative Services Department or by the Human Resources Director.

9.5 USE OF LEAVES, AFTER RESIGNATION NOTICE IS GIVEN

Sick leave or the floating holiday cannot be used once the employee is within two weeks of the termination date. Any approved leave taken during the last two weeks of employment must be vacation leave. Employees must physically work their last day, with the exception of those on approved FMLA (Family Medical and Leave Act) leave.

SECTION 10 GRIEVANCES

10.1 GRIEVANCE POLICY

The City of Oldsmar is committed to maintaining a positive and fair working environment where employees feel valued and heard. This policy provides a process for raising and resolving concerns in a fair and timely manner. Employees are encouraged to first attempt to address grievances informally with the relevant individual to seek a resolution. If informal resolution is unsuccessful or inappropriate, the grievance procedure below can be followed.

10.2 CAUSES OF GRIEVANCES AND UNACCEPTABLE GRIEVANCES

An employee may file a grievance to challenge any disciplinary measures taken against them. This grievance procedure is for individual employees to solve their own individual concerns over discipline. Grievances are unacceptable if filed by one employee for another or for groups of employees. In addition, employees may not submit grievances in regard to management rights, such as, but not limited to: pay, evaluations, assignment, scheduling, performance review/rating, or recommended increase. Employees may express their concerns about these topics by providing a written response which will be placed in their personnel file. The final action of termination from employment cannot be grieved since the relationship is terminated.

10.3 GRIEVANCE PROCEDURE

In order to give every employee a forum in which their particular grievance can be considered rapidly, fairly, and without reprisal, the following steps are provided:

Step 1: The aggrieved employee shall, within three (3) working days of the incident, discuss and explain the grievance orally with the immediate supervisor, who may then call the department head into the discussion in an effort to achieve a prompt, satisfactory resolution. The immediate supervisor and/or department head will notify the employee of their decision in writing within two (2) working days after the discussion with the employee.

Step 2: If, in the opinion of the aggrieved employee, the matter has not been resolved to the employee's satisfaction, the employee may submit the matter in writing within three (3) working days after the decision in Step 1 to the Grievance Board Chairperson utilizing the Grievance form on the intranet.

The employee should include the following information when submitting the grievance form:

- A detailed description of the issue.
- Any relevant supporting documentation.
- The desired outcome or resolution sought.

The Grievance Board will schedule a meeting within ten (10) working days after receipt of the grievance and shall immediately notify all parties in writing. This is a quasi-judicial process, where the grievant and the supervisor or supervisors involved may appear and present witnesses and documentary evidence to the Board. The Grievance Board will render its decision in writing to all parties within five (5) working days after the close of the meeting.

Step 3: If the grievance is not resolved to the employee's or department head's satisfaction by the decision of the Grievance Board, the employee or the department head may, within three (3) working days of notice of the decision in Step 2, appeal directly to the City Manager. At the City Manager's discretion, they may review the information from the Grievance Board proceedings and/or may request to also meet with the involved individuals within ten (10) working days and render a decision in writing within five (5) working days after such meeting.

The decision of the City Manager in this grievance procedure, acting within their executive decision-making authority pursuant to the City Charter, shall be final and binding on the parties without further right to appeal.

10.4 GENERAL PROVISIONS OF THE GRIEVANCE PROCEDURE

a. The time limits of this grievance procedure may be extended by management due to illness, vacations, business trips, or an emergency. If an extension of time is required, the employee will be notified.
b. Under this grievance procedure, the employee and management have the opportunity to call witnesses at the Step 2 and Step 3 levels.
c. Any grievance shall be considered settled at the completion of any step unless appealed within the limits set forth.
d. All grievances filed with the Chairperson of the Grievance Board shall be copied to the Human Resources Director on the day of receipt. In addition, all written decisions shall be copied to the Human Resources Director.

e. The time limits set forth in this grievance procedure for management response shall remain the same for employees on a fifty-six (56) hour or forty (40) hour workweek. If the response time limit falls on the employee's day off, the reply by management shall be given to the employee on their immediately scheduled workday.
f. The Human Resources Director is available to assist and advise all parties in the grievance procedure.

10.5 GRIEVANCE BOARD

There shall be a five (5) member board to hear employees' grievances. The City Manager shall appoint two (2) members, one of which shall be designated as chairperson.

General employees will nominate up to six (6) candidates of their choice, of which three (3) shall be elected through a balloting process. All board members will serve two (2) year terms. The terms will be staggered such that each year only one employee is elected.

Any member of the grievance board who is directly associated with the aggrieved employee or the grievance (IE: in employees' chain of supervision, in involved in investigation associated with grievance) will be removed from the board for the associated grievance. An alternate member will be appointed to the board by the City Manager.

10.6 CONFIDENTIALITY AND NON-RETALIATION

The submission of a grievance by an employee will be handled with the highest level of confidentiality. The filing shall in no way adversely affect the employee or their employment with the City. There shall be no retaliation as a result of the employee's right to exercise the grievance procedures nor toward witnesses involved in the grievance.

11.1 GENERAL POLICY

The following types of leaves are officially established:

- Holidays
- Floating Holiday
- Vacation
- Sick Leave
- Leave Donations
- Bereavement Support Leave
- Military Leave
- Jury Duty and Court Time
- Administrative Leave
- Leave Of Absence
- Leave Without Pay
- Domestic Violence Leave
- Family and Medical Leave

All leaves/absences affecting pay are to be submitted as a leave request and approved by the applicable parties. Some leaves may require advanced notice and approval.

11.2 HOLIDAYS WITH PAY

~~11.2~~

a. The following, and such other days as the City Council may declare as holidays for all eligible employees of the City are:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day

b. If Christmas Day falls on a Thursday, the day after Christmas will be observed in lieu of Christmas Eve.
c. In order to receive pay for an observed holiday, an employee must have worked both the scheduled day before and the scheduled day after the holiday, be in an approved FMLA status, provide a doctors' certification to substantiate sick leave, or be utilizing preapproved vacation or sick leave. If an employee does not meet the above circumstances, the approval for holiday pay will need to come from the City Manager.
d. Regular Full-Time Employees - It shall be the policy of the City to ensure that all regular employees enjoy the same number of holidays each year. Employees working a forty (40) hour week will receive eight (8) hours of holiday pay for each City designated holiday.
e. City offices will be closed, and non-essential services suspended on each officially designated holiday. Where such designated holiday falls on a day included in the employee's normal workweek, and the employee's work can be suspended, the employee will be given the day off with regular pay. If the holiday falls on one of the employee's normal days off, the employee will be given the holiday hours off on the nearest workday to the actual holiday as determined by the department head.
f. Certain shift scheduled employees will be required to work some holidays. Department heads may allow employees to flex a holiday,

f. but must ensure that holiday time is taken within the same pay week as the holiday.
g. Hourly employees required to work the holiday will be paid for actual hours worked at their overtime rate of pay and will receive an additional eight (8) hours of pay at their regular rate for the holiday for full-time employees, or prorated amount for part-time employees.
h. Holidays for Part-Time Employees - Permanent part-time employees regularly scheduled to work 20 or more hours per week will receive four (4) hours of holiday pay, and permanent part-time employees regularly scheduled to work less than 20 hours per week will receive two (2) hours of holiday pay for all Citywide holidays. Part-Time employees who are scheduled to work on a holiday will be paid for actual hours worked at their overtime rate of pay and will receive four (4) or two (2) hours of holiday pay.

11.3 FLOATING HOLIDAY

All employees who have successfully completed their probationary period shall be entitled to one floating holiday with pay per calendar year. This will not affect other leave balances and will be scheduled in advance, subject to supervisory approval. Floating Holidays need to be taken as one full day (not taken in increments) and must be used by the end of the calendar year or will be forfeited. The floating holiday will not be paid upon termination.

11.4 VACATION LEAVE

All permanent full and part-time employees shall accrue vacation time from their first full calendar month of employment. Seasonal, interns, and temporary employees, do not accrue vacation leave.

Service Completed	Vacation
1 through 4 years	Twelve (12) days
5 through 9 years	Seventeen (17) days
10 through 14 years	Twenty-two (22) days
15 years or more	Twenty-seven (27) days

Vacation accrual for full-time personnel shall be calculated in the following manner (vacation accrual for part-time employees will be calculated based on 10, 20, 22.5, or 25 hours of work):

Length of Service	Hours Accrued Per Month/Year	
	40 Hr. Week	56 Hr. Week
1 through 4 years	8.00/96.00	11.33/135.96
5 through 9 years	11.33/135.96	16.00/192.00
10 through 14 years	14.67/176.04	20.67/248.04
15 years or more	18.00/216.00	25.33/303.96

a. **Eligibility** - An employee is eligible to take vacation after satisfactorily completing their probationary period. No vacation leave can be taken prior to that time. Vacation time will be charged to the employee in one-quarter hour minimum increments.

b. **Accrued Hours** - The maximum number of vacation hours allowed to be accrued is two (2) times the annual rate of accrual. Any hours over the maximum accrual will be forfeited at the end of the calendar year.

c. **Probationary Period** - Employees serving a probationary period of an original appointment shall accrue vacation leave in accordance with the provisions of this section. If an employee serving a probationary period of an original appointment leaves the City's service for any reason prior to the satisfactory completion of the probationary period, there shall be no compensation for any accrued vacation leave.

d. **Scheduling** - Approval of all vacations is at the department head's discretion and may be canceled/rescinded by department head if needs arise. Vacation requests shall be made at least two (2) weeks in advance of use for all vacation leave. In cases where two (2) weeks' notice is not provided, the department head may waive this requirement. The requirements of an employee's job may require the department head to restrict the scheduling of vacation during certain periods of the year. Any request for vacation leave exceeding two (2) work weeks in length must be approved by the City Manager. Employees becoming sick while on vacation may use sick time for such period of illness by providing a doctor's certificate, stating the duration of the illness, so those dates may be changed to sick leave.

e. **Separation and Reinstatement** - Employees not in an original appointment probationary period who are resigning voluntarily and who give reasonable notice (at least two weeks) of their intention to resign, or who are terminated for any reason other than gross misconduct, will receive payment for any vacation credit earned as of the date of termination up to the maximum accrual. The City reserves the right to pay wages in lieu of the employee working out the notice period, up to a maximum of two (2) weeks. Any hours over the maximum accrual balance will be forfeited at the time of separation.

f. **Payment of Vacation Leave** – Both full and part-time employees with unused vacation hours may request payment. Payments are processed annually in November at the employees' September 30 pay rate. The following applies:

i. To participate, employees must have used forty (40) hours of vacation leave for full-time employees or twenty (20) hours for part-time employees in the prior 12-month fiscal year. Vacation hours used in the prior 12-month period do not need to be consecutive, and the floating holiday may be used towards the calculation of the 40 or 20 hours used.
ii. Payment will be made in weekly increments, up to two (2) weeks for those with up to ten (10) years of service and up to three (3) weeks for those with ten (10) or more years of service.
iii. There must be a minimum of two (2) weeks vacation accrual balance left after the buyback hours are removed.

11.5 SICK LEAVE

a. **Eligibility** - Permanent full and part-time employees shall be allowed to accrue sick leave benefits. Seasonal, interns, and temporary employees do not accrue sick leave. During the probationary period, employees will accrue sick leave, which will be granted after successful completion of the probationary period. If during the probationary period the employee provides a doctor's note to substantiate the sick leave, the amount of leave accrued to date may be used. If a doctor's note is not provided during the probationary period, the leave will be unpaid.

b. **Use** - Sick leave may be granted when approved by the Department Head for the following reasons:

i. Personal illness, emotional distress or physical incapacitation resulting from causes beyond the employee's control and rendering the employee unfit/unable to perform the essential functions of their position.
ii. Medical, dental, EAP or optical treatment by a provider which is necessary during work hours.
iii. Enforced quarantine of the employee due to exposure to contagious disease.
iv. To care for a member of the employee's immediate family (for a reason as defined in i.) that requires the employee's personal care and attention.
v. FMLA medically qualified events, providing the employee has available sick leave.

Employees' requests for sick leave to be used for doctor's appointments shall be submitted with at least 24-hour notice, except the requirement shall be waived where the employee is able to demonstrate to their department director that an emergency exists. The employees' department reserves the right not to approve such requests when advance notice is not provided, when the employees' absence will adversely affect operations or where the department has reason to question the legitimacy of the leave.

c. **Amount of Leave** - All permanent full-time employees shall accrue sick time from their first full calendar month of employment. Permanent employees working a minimum of forty (40) hours shall accrue sick leave at a rate of 8 hours per month or 96 hours per year. Permanent part-time employees receive sick leave benefits based on the number of hours worked in proportion to forty (40) hours. Fire department shift personnel working 168 hours in a 21-day work period accumulate sick leave at a rate of 11.2 hours per month or 134.4 hours per year. A year for each employee shall begin and end with their individual date of hire.

d. **Calculating and Charging** - Sick leave pay will be calculated at the employee's normal hourly rate. Sick leave time will be charged to the employee for the actual time the employee is away from work charged in 15-minute increments.

e. **Maximum Accrual and Annual Payout** - Sick leave may be accumulated and carried forward from year to year to a maximum of 552 hours for regular full-time employees and 772 hours for fire department shift personnel. For regular full-time employees, who are not members of a collective bargaining unit, the maximum of 552 hours may be exceeded for a period of one year up to 648 hours. Sick leave hours for part-time employees are prorated accordingly. By November 30th of each year, the City will pay to the employee a percentage of the sick time accumulated over 552 hours (or prorated balance for part-timers) as of September 30 (pay rate) using the following schedule:

Years of Service	Sick Leave Prorated
5 - 9 years of service	50%
10 - 19 years of service	75%
20 years of service and above	100%

This payback will bring the balance back down to the employee's accrual maximum.

Payout for part-time employees will be determined by Finance, based on the part-time employee's schedule. Employees going from a full-time to a part-time position and meet the definition of retiree, will receive a lump sum payout of their accruals, as described in the "Payment of Unused Leave" section below for the amount that is in excess of the maximum amount allowed.

f. **Reporting** - An employee who is incapacitated and unable to work shall notify their immediate supervisor before the scheduled

reporting time as designated by the department and state the expected period of absence. Reporting procedures for employees unable to work shall be determined by the employee's department. This procedure shall be followed for each day the employee is unable to work unless prior approval is given by the department head. Upon returning to work, employees will submit a leave request through the timekeeping system.

If, and whenever, sick leave may appear to be abused, where an employee consistently uses sick leave as it is earned, or when the department has reason to doubt the legitimacy of the leave, the employee claiming/requesting such sick leaves may be required to furnish competent proof of the necessity for such absence. The City reserves the right to require the employee to furnish a doctor's certificate. However, employees will be required to furnish a doctor's certificate when requesting to utilize sick leave in conjunction with a holiday or vacation leave or when they are out sick for three (3) or more consecutive workdays. Abuse of sick leave privileges shall constitute grounds for disciplinary action and/or dismissal.

g. **Payment of Unused Leave** - Upon the death of an employee, layoff or voluntary separation from the City service, full and part-time employees will receive a payout of accumulated sick leave as follows. (For purposes of this policy, resignation in lieu of termination is not considered voluntary separation).

Years of Service	Unused Sick Leave Prorated
Death of an employee with less than 10 years of service	20% of accrued sick leave
10-19 Years of Service	25% of accrued sick leave or 40% of accrued sick leave for those who meet the retiree definition up to a maximum of 260 hours.
20 or more Years of Service	50% of accrued sick leave up to a maximum of 320 hours.

Part-time employees are entitled to a prorated maximum payout of their sick leave based on the table above.

11.6 LEAVE DONATION POLICY

a. **Purpose** – To provide additional paid leave benefits to employees who have experienced a medically necessary leave ~~n unforeseen circumstance~~ that required ~~forced~~ them to use all of their available paid leave balances earned during their employment.

b. **Policy** – Leave donations will be evaluated on a case-by-case basis. If approved by City Manager or Designee, leave donation requests will be processed within the following parameters:
   1. An employee requesting leave donations must be in a paid status and file a leave donation request form with Human Resources. Prior to the point where they run out of all City (Vacation/Sick) leaves, the form will be reviewed and signed (by the City Manager/Designee). If denied, an explanation will be provided on the form, and the decision is not considered grievable. The decision will be based on a review of the circumstances causing the hardship and an evaluation of the employee's historical use of available sick leave. Additional information may be required in order to make a final determination.
   2. Once approved, a Citywide notification will be sent out, and employees will have the option to donate hours by filling out the donation form and submitting it to Human Resources.
   3. The total number of hours allowed for donation will be no more than 480 hours (240 for part-time), and 636 for Fire employees who work a 24-hour shift. No additional leave donations will be authorized once the maximum number of hours have been donated or the notification deadline has passed.

Vacation or Sick Leave can be donated – however, in order to donate sick leave, you must have a balance of 200 or more sick leave hours at the time of donation. All donated leave will be deducted from the leave balance of the donor during the payroll cycle it is actually used by the recipient. Donations can be in 4- or 8-hour increments and are irrevocable once pledged, unless unused by the recipient. No employee shall be allowed to donate more than 40 hours of vacation/sick leave per year cumulatively (if donating to more than one employee).

11.7 BEREAVEMENT SUPPORT LEAVE

Full-time employees may be granted time off with pay not to exceed twenty-four (24) working hours (3 days) in the event of a death in the employee's immediate family. Bereavement leave may be used for funeral, memorial, or celebration of life services, travel related to the death, estate or legal matters, planning activities, and other reasonable bereavement-related responsibilities arising from the death of an immediate family member. If the bereavement leave requires out-of-state travel, forty (40) working hours (5 days) off with pay may be granted upon the approval of the department head. Part-time

employees will receive a prorated amount, calculated based on hours of work.

a. Employee's Immediate Family ~~a~~is defined in Section 2, ~~definitions~~Definitions. Employees may be required to produce legal justification of Fostering/Minor Guardianship.

b. ~~Bereavement leave shall not be charged to v~~Vacation or sick leave may be used if additional time beyond the allotted Bereavement Leave is needed.

c. The employee shall provide the department head with proof of death in the family as defined before compensation is approved. Examples of authorized documentation for such purposes shall include but not be limited to a certificate of death, obituary notice, memorial card, or note from the attending clergy.

~~c.~~ **All bereavement leave related to the death must be used within twelve (12) months of the date of death. Bereavement leave requested or taken more than twelve (12) months after the date of death is not eligible for paid leave.**

d.

11.8 MILITARY LEAVE

Military duty means training and service performed by an inductee, enlistee, or reservist, or any entrant into a temporary component of the United States Armed Forces and time spent in reporting for and returning from such training in service, or, if a rejection occurs, from the place of reporting for service. It also includes active duty for a reservist in the United States Armed Forces or as a member of the Florida National Guard, where the call is for training only.

Eligibility - Any employee who leaves the City's service for compulsory military duty shall be placed on military leave without pay, such leave to extend no longer than ninety (90) days after the employee's release from service or as otherwise provided by law. Military induction physical leave is leave without pay, except that the City Manager may approve leave with pay in certain instances. Employees are required to notify their immediate supervisor and department head prior to leaving for the physical. Failure to notify their supervisor may be cause for disciplinary action.

a. **Military Leave for Florida National Guard Only (SS 250.48)**
Employees are entitled to leave of absence, without loss of pay, not to exceed 30 days for Governor's emergency order, active state duty for a named event, declared disaster or operation pursuant to s. 250.28 or s. 252.36. This does not cover training, only responses to declared disasters/emergencies.

b. **Military Leave Training for Reserve Military or Guard (SS 115.07)**
Employees who are reserve or reserve enlisted personnel in the United States Military or Naval service or members of the National Guard are entitled to leaves of absence without loss of pay on all days which they are engaged in training ordered under the provisions of the United States military or navel training regulations

when assigned to active or inactive duty.

- Leaves of absence will be granted for all ordered training days.
- Leaves shall be at no loss of pay up to 240 hours in any one annual period.
- Leave beyond 240 working hours shall be without pay and without loss of time of efficiency rating. Employees may supplement with their accruals to remain in a paid status.

c. **Active Duty** - Any employee called to active duty in serving any branch of the United States Armed Forces is entitled to:

~~c~~

~~i.~~(1.) Full pay for up to the first thirty (30) days of military leave in a calendar year;

~~ii.~~(2.) All benefits and accruals for the thirty (30) day period will remain;

~~iii.~~(3.) If active duty exceeds thirty (30) days, the employee shall receive benefits according to Federal Law.

d. Employees using military leave while on probation shall have their probationary period extended by a like amount.

11.9 JURY DUTY AND COURT TIME

Employees attending court as a witness on behalf of the city or for jury duty during their normal working hours shall receive full pay equal to their normal work schedule for the hours they attend jury duty or court. Employees should provide the appropriate documentation to Human Resources to be paid for the time.

a. All permanent employees required to attend jury duty or court on behalf of the city are eligible to be paid by the City. Those employees who attend court related to a personal matter are required to use annual leave.
b. Time is paid equivalent to an 8-hour workday. An employee who is requested to attend jury duty or appear in court may receive time off from their regular shift equal to the period of time actually served in jury duty or court. Time spent that exceeds an 8-hour workday may be approved at the recommendation of the department head and approval of the City Manager, but will not exceed 40 hours in a workweek. Supporting documentation may be required.
c. Employees who attend jury duty or court for only a portion of a regularly scheduled workday are expected to report to work when excused or released by the court.
d. Employees called to court as a witness in relation to a City related case will be paid at their regular rate of pay, and any witness or jury duty fee will be forfeited to the City.

If a non-exempt employee is required to appear in court as a witness or party in relation to a non-City related case, such court appearance shall be deemed to be on the employee's personal time, no pay will be received from the City, and the employee may keep all witness fees. Exempt employees shall be required to substitute annual leave for such absence or may have their pay adjusted in accordance with Section Wage and Pay Plan, Exempt Employees.

Employees called to jury duty during their normal working hours will be paid for those hours, and the jury duty fees will be forfeited to the City.

11.10 ADMINISTRATIVE LEAVE

An employee may be placed on Administrative Leave, with or without pay, at the discretion of the City Manager or designee. Administrative leave is applicable when circumstances dictate that an employee be relieved from duty in conjunction with a disciplinary action, during or following an investigation, pending a suspension or termination, the employee's services are determined to be non-essential, or as otherwise deemed necessary by the City Manager or designee.

11.11 LEAVE OF ABSENCE AND LEAVE WITHOUT PAY

~~11.11~~ Leave Of Absence

Employees needing an extended leave, who are not covered under an approved FMLA status, may request a leave of absence. The extended leave request is made to the employee's department head and, if supported, must be approved by both the Human Resources Director and the City Manager. A Personnel Action Form covering the employee's absence is necessary, with the form dated from the first day of the absence.

The decision to grant a leave of absence is a matter of administrative discretion except as required by law. All departments must adhere to the following practices:

a. Any extended absence will be evaluated on a case-by-case basis, and the request must be approved by the City Manager. Supporting documentation may be requested for a leave of absence.
b. Failure to return to work at the expiration of approved leave shall be considered as absence without leave and grounds for dismissal.
c. Employees with leaves of absence without pay extending 30 days or more in a one-year period, without FMLA, may have their anniversary date deferred for an equivalent amount of time.
d. Employees ~~in~~on a leave of absence without pay ~~status~~ will not accrue sick or vacation leave.
e. Employees with leaves of absence without pay exceeding 30 consecutive days and who have exhausted FMLA benefits are required to pay all applicable insurance premiums, including those paid for by the City.

Leave Without Pay

Leave Without Pay (LWOP) may only be considered under limited circumstances, on a case-by-case basis, subject to appropriate approval, as noted below. The use of LWOP is discouraged to maintain full productive hours, therefore, requests should be made in advance, supported by a valid, documented reason.
Reasons that may be considered include:

a. When all accruals (vacation, sick and floating holiday) are exhausted, LWOP can be requested in advance and may be approved by the department head if the absence will not cause operational hardship to the department. If approved, the Department Head should note their approval in the timecard.
b. LWOP may be used by a supervisor as a corrective measure. Examples include docking pay for hourly employees who are consistently tardy or if a requested absence is denied, but the employee takes off anyway. The supervisor is required to support these actions with appropriate documentation and should consult with HR prior to issuing LWOP.
c. LWOP may be used if an employee is still in a probationary status and has not accrued paid time off yet.
d. All other LWOP requests need to be approved by the City Manager.

~~e.~~

11.12 DOMESTIC VIOLENCE LEAVE

~~a.~~ An employee may request and take up to three (3) working days of leave from work in any 12-month period if the employee, a family member, or a household member is the victim of domestic violence. An employee seeking leave under this section must,

a. before receiving the leave, exhaust all vacation leave and sick leave~~, if applicable, which is available to the employee~~.

(1) "Domestic violence" means domestic violence, as defined in § 741.28 Florida Statutes, or any crime the underlying factual basis of which has been found by a court to include an act of domestic violence.

b. This section applies if an employee uses the leave from work to:

(1) Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;
(2) Obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
(3) Obtain services from a victim-services organization including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
(4) Make the employee's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator;
(5) Seek legal assistance in addressing issues arising from the act of domestic violence or to attend and prepare for court-related proceedings arising from the act of domestic violence.

c. This section applies to an employee who has been employed for three (3) or more months.
d. Except in cases of imminent danger to the health or safety of the employee, or to the health or safety of a family or household member, an employee seeking leave from work under this section must provide the Human Resources Director fourteen (14) days notice of the leave along with sufficient documentation of the act of domestic violence.
e. The information relating to the employee's leave under this section is confidential and exempt from disclosure to the extent allowed by law.
f. The City will not interfere with, restrain, or deny the exercise of or any attempt by an employee to exercise any right provided under this section.
g. The City will not terminate, demote, suspend, retaliate, or in any other manner discriminate against an employee for exercising their rights under this section.
h. An employee has no greater rights to continued employment or to other benefits and conditions of employment than if the employee was not entitled to leave under this section.
~~h.~~

11.13 FAMILY AND MEDICAL LEAVE POLICY

~~11.13~~

a. **Purpose** - The Family and Medical Leave policy is designed to allow employees to balance their work and family life by taking leave for medical reasons, for childbirth, adoption, or foster care, or to care for certain family members who have a serious health condition, or to care for a spouse, child or parent who is a member or veteran of the Regular Armed Forces undergoing medical treatment, recuperation, or therapy for a serious injury or illness, or due to qualifying exigencies.

b. **Policy** - In accordance with the Federal Family and Medical Leave Act of 1993 (FMLA), the City will grant qualifying employees an unpaid leave of absence of up to twelve (12) weeks (or up to twenty-six (26) weeks in cases where the employee is entitled to special leave to care for a member of the armed services, as discussed more fully below) for the following reasons:

(1) For the employee's own serious health condition which renders them unable to perform the functions of their position;
(2) To care for a spouse, child, or parent (including someone who stands/stood in loco parentis, which means they acted in place of a parent providing for care and support while the employee was a minor) with a serious health condition;
(3) To care for a newborn, newly-adopted child, or newly-placed foster child;
(4) To care for a spouse, son, daughter, parent, or next of kin who suffered serious injury or illness incurred in the line of duty while on active military duty; and
(5) To address qualifying exigencies that arise as a result of the employee's spouse, son, daughter, or parent serving on active duty (or receiving notice of an impending call to active duty) in the Armed Forces (including the National Guard or the Reserves). Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

An employee may qualify for a leave of absence under the FMLA if the employee has worked for the City at least twelve (12) months, and the employee has worked at least 1,250 hours for the City during the 12 months preceding the start of the leave of absence.

c. **Implementation**

(1) Employees who qualify for an FMLA leave of absence may take up to twelve (12) weeks of unpaid leave per 12-month period or up to twenty-six (26) weeks in the case of an employee who is caring for an injured service member, as discussed above. The 12 or 26-week period will be calculated by starting on the first day FMLA leave is taken and will conclude at the end of that calendar year.

(2) A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider for a condition that makes you or a qualified family member unable to work, participate in school, or participate in other daily activities. Subject to certain conditions, the continuing treatment requirements may be met by:

(a) a period of incapacity of more than three (3) consecutive full calendar days combined with one of the following:

i. at least two (2) visits to a health care provider or;

ii. one (1) visit and a regimen of continuing treatment;

(b) incapacity due to pregnancy or prenatal care;

(c) incapacity due to a chronic condition;

(d) incapacity due to a long-term condition; or

(e) incapacity due to a condition requiring multiple treatments.

Other conditions may also meet the definition of continuing treatment.

(3) FMLA leave is unpaid, however, employees will be required to substitute any accrued sick and vacation days for unpaid FMLA leave, and the usage will run concurrently with the FMLA leave. For qualifying medical conditions, employees will first need to use their sick leave accruals before utilizing vacation accruals. Employees are required to use accrued leave prior to being placed in an unpaid leave status as defined in Section 11.10.

(4) Leave may be taken on an intermittent or reduced hours basis. If intermittent or reduced leave is medically necessary, the employee may be temporarily transferred to another position with equivalent pay and benefits which better accommodates that type of leave. Employees using intermittent FMLA leave who are in an unpaid leave status may, with their department head's permission, make up intermittent FMLA leave to compensate for lost wages. Any intermittent FMLA leave taken will still be counted toward their annual allotment of 12 weeks.

(5) Intermittent or reduced hours leave may be used for the birth, adoption, or placement of a child through foster care. Employees are required to use accrued leave prior to being placed in an unpaid leave status. Leave entitlement for the birth and bonding, adoption, or placement of a child in foster care expires twelve (12) months after the initial event begins. Supporting documentation, such as a birth certificate or adoption/placement paperwork, may be required.

(6) If an employee's leave is foreseeable, the employee is required to provide advance notice of leave and medical certification. The leave may be denied if the following requirements are not met:

(a) Provide thirty (30) days advance notice when the leave is foreseeable or as soon as practicable.

(b) Medical certification may be required to support a request for leave due to a serious health condition and may require second or third opinions (at the City's expense). A third opinion will be final and binding. An employee may be required to provide a fitness for duty report to return to work.

(7) If an employee's leave is unforeseeable, upon notice of the need for leave to the City, the City will require medical certification to verify eligibility for FMLA-covered leave. Employees will be permitted fifteen (15) calendar days to comply with the request for certification.

(8) Failure to provide the required medical certification may result in loss of protection under the FMLA, and any absenteeism will be subject to the City's attendance policy.

(9) If leave is taken for the illness of a parent, birth of a child, or adoption or assuming custody of a foster child, and an employee and spouse are both employees of the City, the leave for both may be limited to a combined twelve (12) weeks per 12-month period (or twenty-six (26) weeks due to military qualifying exigencies.)

(10) The following job benefits and protection apply when an employee takes an FMLA leave of absence:

(a) For the duration of FMLA leave, health coverage under the City's group health plan is maintained, but the employee is required to pay the regular employee contribution. The City will continue to pay its portion of the health insurance premiums up to a maximum of twelve (12) workweeks, regardless of whether the leave is paid through the use of accrued leave or unpaid. The employee must continue to pay their portion of the premiums; the failure to do so may result in loss of coverage. Under certain circumstances, the City may recover from the employee insurance premiums paid on the employee's behalf.

(b) Upon returning from FMLA leave, the City will restore the employee to the original or an equivalent position with equivalent pay, benefits, and other conditions of employment.
(c) During any portion of an unpaid FMLA leave, employees shall not accrue benefits such as vacation or sick leave.
(d) Exempt employees approved for intermittent or reduced schedule FMLA leave may have their salary adjusted to the extent permitted by law.

(11) Family Medical Leave shall run concurrently with other leaves of absence or periods of light-duty to the extent permitted by law.
(12) Absences resulting from injuries covered by Workers' Compensation may also qualify for leave under FMLA. If such leave is covered by FMLA, it will run concurrently with Worker's Compensation and will be applied toward the 12 weeks of leave to which the employee is entitled to in a 12-month period.

d. **Procedure**

(1) Applications for family or medical leaves of absence must be submitted in writing. Applications should be submitted at least thirty (30) days before the leave is to commence or as soon as possible if a thirty (30) day notice cannot be given. See section above addressing foreseeable and unforeseeable leave. Where an employee seeks to take leave for foreseeable medical treatment, the employee should make a reasonable effort to schedule treatments so as to not unduly disrupt the City's operation.
(2) Appropriate forms must be submitted to the Human Resources Director to initiate a family or medical leave and to return the employee to active status.
(3) An employee requesting a family or medical leave of absence must furnish the appropriate medical certification at least 15 days after requesting leave if the leave is unforeseeable. If the leave is foreseeable, the medical certification should be provided to Human Resources before the leave begins.
(4) An employee unable to return from leave must also furnish medical certification of that fact.
(5) For leave due to an employee's serious health condition, a medical release from the employee's health care provider verifying the employee's fitness for duty must be presented to the department/division supervisor prior to the date the employee is scheduled to return to work.
(6) When the City has reason to doubt the validity of the medical certification, the City has the right to secure a second opinion at its own expense. If the second health care provider's opinion conflicts with the original medical certification, the City, at its expense, may require a third mutually agreed upon

provider to conduct an examination and provide a final and binding opinion.

(7) For leaves extending beyond thirty (30) calendar days, the employee must notify the City every thirty (30) days as to the employee's status and intent to return to work. Additional status reports may be sought as appropriate or permitted by law.

(8) Questions about the FMLA policy, or requests for more specific information, should be addressed to the Human Resources Department.

(9) Failure to complete FMLA application paperwork in a timely fashion subjects the employee to a loss of FMLA protections, as provided by law.

(10) Failure to return to work at the expiration of approved leave may be treated as having voluntarily resigned after three (3) days. A request for an extension of FMLA leave must be submitted to Human Resources for approval by the City Manager prior to the expiration of the approved FMLA leave. Such extensions may be granted in 30- day increments, and medical certification may be required before granting such an extension. Such an extension may not be granted beyond twelve (12) weeks per calendar year (or 26 weeks in the case of service member family leave) available under this policy. However, the City Manager may grant additional leave under any other applicable policy, such as Leave of Absence. If the employee's request for an extension is denied and the employee fails to return to work, the employee will be subject to termination.

12.1 IN GENERAL

General Employees

General employees hired prior to January 1, 1996, are in Florida Retirement Systems (FRS). Retirement provisions are in accordance with the terms of the plan.

Full-time general employees hired after January 1, 1996, are enrolled in the City of Oldsmar 401(a) Defined Contribution Plan.

Firefighters

Firefighters hired between January 1, 1996, and September 30, 2014, are in the City of Oldsmar Firefighters Pension Plan, a defined benefit plan.

Firefighters hired after October 1, 2014, are in the Florida Retirement System (FRS). Retirement provisions are in accordance with the terms of the plan.

For more information about participation, eligibility for benefits, and the level of benefits, employees should contact the Human Resources Director.

12.2 BENEFITS

In order to qualify to continue in the City group health benefit plans available to retirees, an employee must meet the definition of a retiree, as herein defined in Section 2 of these Policies and Procedures.

Additional payouts for sick leave accruals may be offered to those retiring and can be found under the sick leave section of this manual.

13.1 GENERAL

The City will provide various insurance coverages as part of the benefits package for City employees. Coverage and eligibility for benefits shall be determined exclusively by the policy in effect.

13.2 GROUP HEALTH

The group health benefit plans offered can be found in the employee benefit highlights booklet. Coverage levels are subject to budgetary constraints and can be changed at any time.

13.3 CITY PROGRAMS

City employees are entitled to a recreation card at no charge, allowing access to city recreational programming at a lower cost. Additionally, employees may be offered up to a 50% discount on certain programs, as determined by the City Manager.

14.1 POLICY

The City of Oldsmar, Florida, is governed by Florida Statute 112.061 with respect to the authorization and reimbursement of travel expenses incurred by City employees and officials.

Employees authorized to travel outside of the local area (which is defined as Pinellas, Hillsborough, and Pasco Counties) on City business shall be entitled to payment/reimbursement.

The employee is responsible for seeking the most cost-effective method of all travel-related expenses. The City reserves the right to adjust any reimbursement that is not deemed reasonable. Any questions regarding compliance should be directed to the Finance Division prior to travel.

Tips may not exceed 20% of the eligible amount for reimbursement for any travel-related service that involves gratuities.

Fire personnel covered by the IAFF contract agreement should refer to that agreement for travel procedures.

14.2 PROCEDURES AND ALLOWANCES

a. All travel must first be authorized and approved by the Department Director ~~or~~ and the City Manager when travel is to be ~~authorized or~~ paid from City funds. A Pre-Travel Authorization Form ~~should~~ must be completed, signed, and will be returned to the employee~~forwarded by the final approver to Finance by email~~ prior to making purchases related to the travel and no later than ten calendar days prior to the first day of travel for all overnight travel. The Pre-Travel Authorization Form can be found on the intranet, under forms.

b. The approved Pre-Travel Authorization form must be attached to the monthly P-Card reconciliation to document approval for any travel-related charges on a City P-Card.

~~a.~~c. Employees wishing to receive per diem for meals or reimbursement for other expenses must submit a Post-Travel Reimbursement Request Form within two weeks after the conclusion of the travel. The Post-Travel Reimbursement Request Form can be found on the intranet, under forms.

~~b.~~d. Travel expenses are limited to those expenses necessarily incurred in the performance of a public purpose.

~~c.~~e. Travel by common carrier shall be travel by train, bus, commercial airline operating scheduled flights, and rented cars of an established rental car firm.

~~d.~~f. A travel day shall consist of twenty-four (24) hours.

~~e.~~g. All travel expenses will be governed by Internal Revenue Code Law for tax treatment.

h. The City does not reimburse travel expenses paid by an employee's personal credit card unless the use of a personal credit card is approved in advance by Finance. ~~(preferably before travel occurs)~~. ~~Reimbursement forms can be found on the City's intranet.~~

~~f.~~

14.3 USE OF CITY PURCHASING CARD

All City employees traveling on City business that have been issued a City purchasing card (p-~~must~~card) must use this ~~p~~card to pay for ~~all~~ certain travel expenses, such as hotel/lodging, parking or gas for a City vehicle where the card is accepted by the vendor.

Meals and any food/beverage are to be paid on a per-diem basis and shall not be charged on City purchasing card.

The approved Pre-Travel Authorization form must be attached to the monthly P-Card reconciliation to document approval for any travel-related charges on a City P-Card.

14.1 TRANSPORTATION

Transportation shall normally be by means deemed most efficient, taking into account lost work time.

Air travel should be booked as far in advance as practical to avail the City of the lowest rate available. Airline travel upgrades are the traveler's responsibility. A person traveling by an indirect route for their own convenience will bear any extra cost. The traveler should not book non-refundable reservations unless reasonably sure that changes will not be needed. If a traveler would like to fly within the State of Florida, that cost will be borne by the traveler unless an exception is granted by the City Manager or Assistant City Manager.

~~The preference~~Employees are encouraged to use a City vehicle for in-City travel ~~would be to use a City vehicle~~.
If a City vehicle is not available for use for in-city travel mileage reimbursement for travel via private vehicles may only be authorized if pre-approved by Department Director and reported to the Administrative Services Director in advance. It will be reimbursed at fifty cents per mile.

For out of town travel, if mileage reimbursement is approved in advance, m~~M~~ileage paid on a normal workday will equal the mileage to the conference/seminar location, less the normal mileage for commuting to work. Tolls and parking will also be reimbursed when properly documented. ~~Mileage to and from the meeting site should be listed separately from vicinity mileage.~~ If more than one private vehicle has been pre-approved to travel to the same site, the mileage ~~(other than vicinity mileage)~~ will be the same for all travelers. The Administrative Services Department will determine that amount.

Travelers using a City vehicle when traveling on City business are not entitled to mileage reimbursement. Only City of Oldsmar employees are permitted in City vehicles. Employees may be reimbursed for fuel necessary while traveling, if they do not have a City issued p-card.

The use of a rental car paid for by the City must have a justifiable business purpose and must be pre-approved by the Department Director and the Administrative Service Director. Any pre-approved car rentals must be reserved using the State of Florida contract. ~~The City reserves the right~~ Employees are encouraged to the use ~~of taxis,~~ rideshares, airport vans, ~~limos,~~ complementary or fee-paid hotel transportation, ~~or other transport should be investigated~~ for cost savings versus the cost of a rental vehicle.

14.2 LODGING

Lodging should be ~~obtained~~ reserved in advance, and obtained at the lowest rate available ~~should be obtained~~. Tax exemption should be

requested at the time the reservation is made. Tax Exemption Certificates are available on the City's intranet. It is the employee's responsibility to ensure that the hotel has processed the tax exemption.

If a City check is required, it will be made payable to the hotel for the full amount of the lodging, and an AP Requisition should be submitted to the Finance Division at least two weeks before departure. The check may be for a deposit or the full amount of the hotel bill, except for items charged to the room.

14.3 MEALS

Travelers will be afforded ~~may elect to have meals reimbursed at either 1)~~ a flat per diem amount for meals. ~~or 2) with a detailed receipt to include what was~~ The charging of meals or any food/beverage on a City purchasing card is prohibited. ~~purchased, but not a combination of both during the same travel. If there is no receipt, the per diem rate will apply for all meals.~~

Per diem rate ~~meals are~~ is reimbursed as follows:

Breakfast	Travel begins before 7:00 a.m. and extends beyond 9:00 a.m.	$10.00
Lunch	Travel begins before 12:00 noon and extends beyond 2:00 p.m.	$15.00
Dinner	Travel begins before 5:00 p.m. and extends beyond 7:00 p.m.	$25.00

~~No allowance for meals shall be authorized when traveling is confined to the City.~~

No ~~reimbursement~~ per diem amount is provided~~allowed~~ for meals included in conference registration or provided by airlines. Traveler is responsible for noting such meals and providing a copy of the conference agenda. If a traveler cannot take advantage of a provided meal for City business-related reasons, or the food provided does not meet the dietary restrictions of the traveler, the traveler will be reimbursed at the per diem meal rate. Receipts and a written justification of why ~~they are~~an employee is unable to take advantage of the meal is~~are~~ required for ~~reimbursement~~ per diem of a substituted meal.

Per diem may be requested within two weeks after travel concludes by submitting the Post-Travel Request Form, available on the intranet under Forms.

~~The City will not reimburse for any expenses related to the purchase/consumption of alcoholic beverages. Employees should request a separate bill for alcoholic beverages or meals purchased for other travelers not eligible for reimbursement.~~

~~14.4 SUBSTANTIATION~~

~~All overnight travelers must file an expense report with the Finance~~

~~Department within two (2) weeks of return. This is required for all overnight trips made at City expense, even if no additional amounts are due to either the City or the traveler. The travel expense report must be accompanied by all applicable supporting documentation (receipts, ticket stubs, conference agendas, etc.). Failure to submit a travel expense report can result in termination of City purchasing card privileges. Pre-Travel Reimbursement and the Tax Exemption Form can be found on the City Intranet.~~

~~14.5 TRAVEL ADVANCE~~

~~Employees without a City purchasing card may submit for meal per diem two weeks in advance with approval from the Department Head and Administrative Services Director.~~

SECTION 15
TUITION REIMBURSEMENT

To establish guidelines and procedures that govern how the City will assist and reimburse employees with tuition fees for appropriate job-related educational courses.

The City may, within available funds, assist employees with all or a portion of the cost of acceptable courses and training, which are satisfactorily completed and meet established funding limitations.

Fire personnel covered by the IAFF contract agreement should refer to that agreement for Tuition Reimbursement procedures.

15.1 POLICY

Employees may receive assistance with a portion of certain tuition fees. The portion paid by the City is based on the satisfactory completion of acceptable courses taken at approved schools and institutions. All eligibility and procedural requirements of the City must be met in order to receive tuition assistance. Participation in the program is voluntary. Course attendance must be on an employee's own time and will not interfere with the employee's regular work hours.

15.2 GUIDELINES

a. Employee Eligibility

i. Tuition assistance is available to any full-time employee who has been successfully removed from probationary status.
ii. An employee is required to personally pay for the course tuition in order to be eligible to receive tuition assistance.
iii. An employee who qualifies for veterans' educational benefits will be given tuition assistance on a prorated basis.
~~iv. An employee who is awarded financial aid in the form of grants and/or scholarships will be given tuition assistance on a prorated basis.~~
iv. Employees must submit a copy of any other types of tuition assistance they receive, such as financial aid, grants and/or scholarships.
v. The amount of outside tuition assistance will be deducted from the City's reimbursement.
vi. The layoff of an employee after they have been enrolled in an approved course will not alter their eligibility for tuition assistance benefits for courses already approved and started prior to the layoff.
vii. The resignation or termination of an employee automatically terminates their eligibility for tuition assistance benefits effective the actual last day of work.
viii. Employees must obtain meets expectations on performance evaluations for the prior 12 months

~~vii.~~

b. **Course Eligibility**

i. Tuition assistance will be given for courses offered by technical institutes, trade schools, correspondence schools, accredited colleges, universities, or other approved institutions. Tuition reimbursement will not be available for trainings offered and paid for by the City and conducted

dduring work hours (e.g., job-related certifications, seminars, or courses offered by the City such as consortium classes, technical training, or on-site college programs sponsored by the City).

ii. Tuition assistance will cover the cost of tuition and no additional fees, such as application fees, books, lab, professional licenses or certifications, or preparation testing of any kind (i.e., CLEP, inspector qualifications, ASE, etc.). When necessary, clarification of eligibility for tuition assistance will be provided to Human Resources.

iii. Professional licenses and certifications related to position will be processed with a City p-card and not through tuition reimbursement.

c. **Approval**

i. Employees requesting tuition assistance for any course or certification must obtain an application from the intranet or Human Resources.

ii. Applicant completes Part I of the "Tuition Assistance Application Form" and submits it to their department director through their immediate supervisor. It is recommended to submit the application form prior to the class starting but must be submitted no later than the conclusion of the first two weeks of the course. Proof that the employee personally paid for the course can be submitted with the application or when submitting proof of successful course completion. (i.e. personal credit card receipt, personal canceled check, or other receipt showing employee name, institution name, and amount paid.)

iii. The department director will review the application for course relevance. After signing the form and adding any pertinent comments, the director will forward the form to Human Resources.

iv. Human Resources will determine eligibility and then return a copy of the completed application to the employee and the respective department head. The form will indicate approval or reasons for the modification.

v. Each time an employee requests tuition assistance, a new application must be submitted in accordance with the steps outlined above.

v.

d. **Grade Requirements for General Employees are as follows:**

Minimum grade of "C" or above or "Satisfactory" is required to receive reimbursement:

A = 100% B = 80% C = 50%

Successful completion of certification courses that are approved will be reimbursed at 50%.

e. **Tuition Assistance Payment**

i. Submit evidence of satisfactory course completion to Human Resources. Evidence shall consist of a copy of an official grade report or transcript received by Human Resources within thirty (30) days following the completion of the course, based on the end date noted on the application form.

ii. Evidence for non-credit courses may be satisfied by a written statement from the course instructor on the organization's letterhead or a copy of a certificate of satisfactory completion received by Human Resources within thirty (30) days following the completion of the course.

iii. Submit proof of payment (if not submitted with the original application form) and evidence of other financial assistance received to Human Resources.

iv. There will be no duplication of payments for the same courses.

~~iv.~~v. The City will reimburse up to $2,000 per employee, per fiscal year.

Note: Tuition assistance payment will not be processed without the application being submitted within the timeframe outlined in Section C-2 and proof of payment/successful course completion submitted within the timeframe outlined in section E-1.

f. **Reimbursement to the City**

i. Employees are subject to a repayment agreement for tuition assistance. Any employee who should separate from the City (including separation due to retirement) within two (2) years from the date of successful course completion will be subject to the repayment of the amount received within those two years. The City Manager must authorize all exceptions made in the requirement of repayment for tuition assistance.

ii. The last actual day of work is used to determine the two-year period of repayment. When an employee is terminated or retires, payroll will check the employee's payroll records for the two years prior to the last day of work.

iii. Payroll will deduct tuition repayments due to the City from the employee's last paycheck. Payroll will notify the employee of this action by using a form letter. In the case of retirement, Payroll will contact the employee to determine a method of deduction. Retirees may repay the City in a lump sum deduction, or a repayment schedule may be utilized. Any repayment schedule must be reasonable and not exceed six (6) months.

iv. If an employee has received their final check before repayment was made, or their final check was not sufficient, the employee will be invoiced. The invoice will state that a refund is due, specify the repayment amount from the last

two years and outline how the payback can be satisfied.

15.3 PROCEDURE

1. Applicant completes Tuition Reimbursement Application Form and submits to their immediate supervisor, who will forward to the Department Director. The form should be submitted within two weeks of the start of the course in order to be considered for participation by the City. The Department Director will forward the form to Human Resources.
2. Upon receipt of the application signed by the Department Director, Human Resources completes review for prior reimbursements and indicates approved amounts. A copy of the application is then returned to the applicant and respective department head to be submitted with the reimbursement request at the end of the course.
3. Within thirty (30) days of completion of previously approved course(s), the applicant will submit copies of final grade(s) or certification of successful completion of the course(s). Acceptable documents for credit courses include copies of official school transcripts or grade reports. Acceptable documents for non-credit courses include certificates of successful completion or a written statement from the course instructor on the organization's letterhead.
4. Upon receipt of the above information, Human Resources will submit a request for reimbursement to Payroll. Payments will be included in pay.

SECTION 16
RECORDS AND REPORTS

16.1 RESPONSIBILITY

The Human Resources Department shall establish and maintain comprehensive personnel records of all employees in the municipal service.

16.2 RECORDS TO BE CONSIDERED PROPERTY OF CITY

All personnel records of employees of the City government covered under the personnel management system and all other records and material relating to the administration of the City personnel management system shall be considered confidential insofar as possible under law and the property of the City. The decision of the Human Resources Director and the City Manager relating to the use, maintenance, and disposition of such records and material, and as to whether any information contained therein may be disclosed, shall be final.

16.3 RECORDS RETENTION AND DISPOSITION

The Human Resources Department shall transmit personnel records to the City Clerk for archiving as needed. The minimum retention time of the records is determined by Florida Statute and the Florida Department of State.

16.4 FORMS

The Human Resources Department shall prescribe necessary forms and reports for any personnel actions of change.

SECTION 17
ACCIDENTS, SAFETY AND WORKER'S COMPENSATION

17.1 ACCIDENT PREVENTION AND SAFETY

An aggressive, comprehensive City-wide safety program has been instituted. All aspects of the working environment and all work associated activities will receive attention.

The principal objectives are the development of safe working conditions, practices, habits, and thinking. Reaching those worthwhile objectives will automatically benefit all employees, departments, and the City. Accidents, injuries, disabilities, damage, lost time and pay, claims and medical expenses, and improper and dangerous use of equipment, are all operational problems which will be significantly improved by our joint efforts.

All department heads and supervisors must recognize their responsibility for a successful safety program and will participate in the development, implementation, and improvement of this City-wide program designed to eliminate unnecessary accidents and needless expense. Department heads must have a continuing concern with all possible operational economies. Inadequate safety training and improper equipment handling and neglect, for example, increase cost, cause accidents, and reduce available manpower. Special supervisory attention must be directed to the proper, safe, and economical operation of equipment. Each department will designate an employee who will actively participate in the program and represent the department in such safety matters and meetings as called by the City Safety Officer.

17.2 ACCIDENTS AND REPORTING

Any accident to or by any employee, vehicle, equipment, grounds, building, person, or property of the City or public shall be reported to the supervisor and/or department head and, if necessary, to the Sheriff's Department, as soon as it is possible regardless of how large or small the incident may appear to be.

When personal injury exists, every effort shall be made to assist the injured person. However, employees should never discuss or state an opinion as to who appeared to be at fault. The determination of fault is the responsibility of the insurance company and the Sheriff's Department. Drug testing ordered pursuant to the City's Drug and Alcohol Policy shall not be construed to mean the employee is at fault.

All employees shall be advised of their responsibility to report all injuries that occur on the job to their supervisor. Delay in reporting injury can cause complications of the injury, delay recovery, and potentially a denial of coverage.

Accident reports should be submitted to the department head with a copy to Human Resources within twenty-four (24) hours after the date of the accident or the report of the injury. If the accident occurs over a holiday or weekend, the accident report should then be submitted within twenty-four (24) hours from the time the work period starts after the weekend or holiday. This applies to industrial accidents and first aid injuries as well as vehicular accidents.

The appropriate law enforcement agency should be notified in case of any vehicle accident. In the case of serious injury or fatality, the Sheriff's Department and City Manager shall be notified immediately.

17.3 STEPS TO TAKE IN CASE OF AN EMERGENCY

- If injury IS a life-threatening emergency, call 911. If possible, notify a supervisor.
- If injury IS NOT a life-threatening emergency, report the injury to your supervisor and to Human Resources as soon as possible, but no later than the end of your shift. Failure to report an injury in a timely manner may result in questions relating to the validity of your claim and the possible denial of the claim.
- If care is needed during normal business hours, Human Resources will coordinate. It is required that an in-house accident report be completed and submitted to Human Resources for any work-related injury within 24 hours of its occurrence. Employees will be required to take a post-accident drug test.

Please refer to the Intranet under Human Resources for Workers Compensation treatment locations and procedures.

After Hours Injury

For after-hours and emergency care, an approved 24-hour-a-day provider is:

Mease Countryside Hospital
3231 McMullen Booth Road
Safety Harbor, FL 34695
727-725-6008

After hours ONLY, outside normal business hours, call: 1-800-756-3042 (toll-free) (Press 2). Here you can report the injury, receive first aid information, and receive authorization for treatment. Report the injury to Human Resources as soon as possible.

17.4 WORKERS' COMPENSATION

All employees of the City are covered by Workers' Compensation Insurance, as required by Florida law. It is incumbent upon each employee to report any injury or sickness contracted while on the job immediately, but in not ~~case~~ beyond twenty-four (24) hours or upon reporting for the next duty day. Injuries not requiring medical attention or just requiring onsite first aid should also be reported using the first aid only form located on the intranet.

Under Florida law, ~~C~~compensation for time off the job commences with the beginning of the second week; however, if time off from the job extends more than twenty-one (21) days, compensation will be reimbursed from the date of the incident.

Payment of workers' compensation to all employees who are disabled because of an injury out of, and in the course of, performing their duties with the City, will be governed by the Florida Workers' Compensation Laws.

The employee is paid a percentage of his regular earnings up to the maximum permitted by Florida law. The Worker's Compensation pay will be supplemented by the employee's accruals in order to make their pay whole. The sum of an employee's City pay and ~~Worker's~~ worker's ~~Compensation~~ compensation i~~I~~nsurance shall not in any case exceed their normal base pay for that classification.

Absences resulting from injuries covered by ~~Workers'~~ workers' ~~Compensation~~ compensation may also qualify for leave under the FMLA. If such leave is covered by FMLA, it will be applied toward the twelve (12) weeks of leave to which the employee is entitled annually.

An employee receiving sick leave with pay and simultaneously receiving compensation under worker's compensation laws or who is receiving benefits under injury leave shall receive only that portion of the regular salary, which will, together with said compensation, equal the employee's regular salary. Sick leave credit shall be charged in proportion to the amount of City pay received.

On the date of injury, employees will be paid for time worked, up to the earlier of:

- the end of their scheduled shift on the date of injury; or
- the time they are released from initial medical treatment.

If the employee is released from medical treatment and is unable to return to work, city paid compensation stops at the time of release.

Time spent obtaining medical care beyond the employee's scheduled workday on the date of injury is not compensable by the City, regardless of the duration of ongoing medical treatment or hospitalization.

Time spent attending follow up medical appointments during the workday is not compensable under workers' compensation. After the date of injury, employees must use accrued sick leave for workers compensation related medical appointments.

City vehicles may not be used for follow-up medical appointments during the workday. Workers' compensation provides for mileage reimbursement for round trips to and from authorized workers' compensation appointments in a personal vehicle. The mileage reimbursement form is available on the intranet.

17.5 LIGHT-DUTY

Many slight injuries and sicknesses may prohibit the performance of regularly assigned duties during the recuperative period; however, there may be other duties that such employees may be able to perform on a temporary basis while recovering without aggravating such injuries or sickness, providing the employee's physician states that "light duty" work is acceptable and specifies any work restrictions applicable to the employee. The employee may request a light-duty assignment within their own department. The City also shall have the right to offer light-duty assignments in any circumstances deemed appropriate. The department may assign on a temporary basis such

duties only in cases where bonafide jobs or duties are available. In addition, such assignments will be allowed only when the supervisor determines that the employee can, in fact, be productively employed in a "light duty" capacity. All light duty assignments are temporary in nature and subject to the approval of the City Manager.

17.6 PERSONAL PROTECTION EQUIPMENT

The City will provide proper and necessary safety equipment and devices for employees engaged in work where such personal protection equipment are necessary. Such equipment and devices, where provided, must be used. Employees who fail to utilize provided equipment or devices will be subject to disciplinary measures.

Employees whose job indicates that they should wear safety glasses or safety shoes will have them provided by the City. The City provides a safety boot allowance for those positions that require the use of personal protection footwear.

17.7 FIRST AID AND CPR INSTRUCTION

The City's intent is that employees be familiar with basic first aid and CPR. Periodically, training classes will be held during working hours to instruct employees on these life-saving procedures. Certain employees are required to attend and obtain certification. If an employee is required, failure to attend will be subject to disciplinary measures.

SECTION 18
GENERAL RULES AND REGULATIONS

18.1 SOLICITATIONS

The City seeks to limit intrusions into and disruptions within the workplace. Employee contributions to fundraisers, solicitations, or similar recognized charitable donations are purely voluntary. No coercion of an employee to make contributions shall be permitted.

18.2 NEPOTISM

It is prohibited to appoint to City employment any immediate family member of a current employee or a person who is engaged in a close, personal relationship with a current employee, unless specifically approved by the City Manager. In the event a situation develops which would result in such a supervisor/subordinate relationship, or may otherwise present a conflict in working conditions, one of the employees shall be transferred if a vacancy exists in the same or lower class for which one of the employees is qualified. If no vacancy exists, one of the employees will be separated from service. This policy serves as a supplement in addition to state law nepotism restrictions.

18.3 BULLETIN BOARDS

The various bulletin boards of the City are to be reserved for the posting of official notices and official activities of the City. Personal messages, solicitations, or business advertisements are prohibited, except by permission of the City Manager.

18.4 EMPLOYEE INFORMATION CHANGES

Any change in an employee's address or telephone number shall be reported to the department head or supervisor and to Human Resources to keep the personnel and payroll records current. Any changes that would be considered a qualifying event and affect insurance coverages or any change in the employee's designated beneficiary should be reported through the online electronic benefits system within 30 days of the event.

18.5 COMPLAINTS RECEIVED

Any complaints on behalf of any member of the public brought to the attention of any employee of the City shall be immediately relayed to the supervisor or department head and the Human Resources Director. Every City employee shall be specifically charged with this responsibility as an inherent part of the duties and responsibilities of each position.

18.6 DISTRIBUTION OF PRINTED LITERATURE

The distribution of printed literature in work areas is strictly prohibited, except when approved by the City Manager.

18.7 CONFIDENTIAL OR PUBLIC RECORDS

Employees shall be courteous, friendly, and helpful to those members of the public who seek information and access to City records. However, employees shall not divulge information or permit access to confidential and exempt records under the Public Records Act. Employees should exercise great care to be sure the information being released is based on true facts and not supposition or guesswork on the part of the employee.

Procedure for Public Records Requests

If the employee does not have the information requested:

- Tell the requester they do not have possession of the public record being requested and advise the requester to contact the City Clerk.
- Give the City Clerk's contact card to the requester.

If the employee does have the information requested:

- Provide a copy of the requested public record after confirming that there is no confidential or exempt information in the public record being requested.
- Contact the City Clerk's office if the employee is unsure if there is an applicable exemption for the confidential or exempt information in the public record being requested.
- If the City Clerk's office is not available, explain the City's obligation to verify there is no public record exemption before providing the information. Advise the requester that the request will be processed as soon as the City Clerk becomes available or upon review by the City Attorney's office.
- Even with all of the above, give the requester the City Clerk's contact card.

~~Inquiries from the press: General employees will decline courteously to reveal information and shall direct such inquiry to the supervisor or department head or offer to secure the information requested, keeping in mind that it is not the intent of the City to be secretive or to withhold valid information subject to disclosure under the Public Records Act, but to assure that all information released is true, accurate, and appropriate.~~

18.8 EXIT INTERVIEW

Any employee may request an exit interview by contacting Human Resources.

18.9 EMERGENCIES

All employees are considered essential to emergency operations at the City. Once an emergency has been declared and the Emergency Operations Center (EOC) is activated, they may be required to work and expected to stay at a designed City site before, during, and after the declared emergency event.

Employees will be allowed time to go home and ensure that their families and property are secured before returning to duty. Employees who refuse to return to duty when directed to do may be subjected to termination.

18.10 AUTHORIZATION FOR PURCHASES AND USE OF CITY RESOURCES

Employees shall secure proper authorization for purchases for the City, expenditures of City funds, and use of City assets.

18.11 VOLUNTEER PROGRAM

The City supports employees who wish to volunteer in our local community. With the approval of their department head, employees of the City of Oldsmar may participate in an approved Volunteer Program. The City program allows employees to take one hour of paid time each week to volunteer in any approved program that supports our local community.

19.1 HOURS OF WORK/TIME CLOCK

All hourly employees should clock in upon arrival to work and at the time they leave at the end of their workday. The timecard should also be clocked in and out for the lunch period unless otherwise approved by the department head and the Director of Administrative Services.

Most City departments have different starting and ending times for their workday. Employees are not to clock in or begin work more than five (5) minutes before any scheduled starting time. Changing schedule or working outside of an established work schedule without supervisory approval is not permitted. This includes engaging in any form of work-related communication that may be considered compensable during any unpaid hours, including time spent responding to emails, text messages, and phone calls, including City issued cell phones discussing any city business. All overtime must receive prior authorization by supervisors.

Full-time employees will be required to take an unpaid meal period of either thirty minutes or sixty minutes in duration as determined by their supervisor or department director.

Field staff may utilize the auto break function in the timekeeping system if they remain with their workgroups at a worksite. Those who choose to leave the premises in their personal vehicle are required to punch out prior to leaving and back in upon return. Any exceptions should be approved by the department director and the Director of Administrative Services.

Employees must obtain prior permission from their supervisor before working through a meal period or if work responsibilities prohibit them from taking a meal period at their designated time. Supervisors should not allow employees to work through lunch in an effort to avoid the employee utilizing their accrued leave. Supervisors are responsible for knowing where their staff is working.

Each employee is responsible for their own timecard and shall not use another employee's card. It is the employee's responsibility to ensure that the actual hours worked are recorded accurately. Falsifying a time record or performing unauthorized work may lead to disciplinary action up to and including termination.

If there is ever a problem with the time clock, the department supervisor should be contacted immediately.

19.2 ATTENDANCE

All employees shall be in regular attendance at work in accordance with these rules and general departmental regulations. Any employee who fails to report for work and fails to contact their supervisor, if able to do so, shall be considered as Absent Without Leave (A.W.O.L.) and subject ~~the employee~~ to disciplinary actions.

19.3 TARDINESS

A non-exempt employee who clocks in after their start time will be considered tardy, although the timekeeping system may not deduct from ones pay. Continuous tardiness may be subject to disciplinary action as defined by the code of conduct. Reductions in the salary of exempt personnel for a failure to appear or tardiness shall occur only in a manner consistent with the FLSA.

19.4 UNIFORM AND DRESS

This policy is in place to maintain professional standards, ensure public perception aligns with City values, and protect the integrity and security of the City brand.

Acceptable dress will be considered a City-issued uniform or casual attire appropriate for the work being performed as determined by each department director.

If representing the City externally, or if working out in the community, a uniform, clothing with City branding, or business casual attire is always appropriate.

Employees are expected to wear uniforms and clothing with City branding only while on duty, during work hours, or when participating in City-approved activities.

While uniforms and clothing with City branding should not be worn for personal use, a limited exception is made for stops in conjunction with commuting directly to and from work. A brief, de minimis stop—such as picking up groceries on the way home—may occasionally occur while wearing a uniform or City branding and is acceptable. However, employees should avoid extended wear of these items in social and public settings that is unrelated to work.

A casual dress code is allowed for employees not assigned to wear a uniform however employees are expected to appear professional and present a workplace appropriate appearance.

The following guidelines are general expectations for workplace attire; however, they are not exhaustive. Employees are expected to exercise sound judgment to maintain a professional appearance. ~~If representing the City to external members, business casual attire is always appropriate.~~

Casual Dress Code guidelines:

a. Jeans may be worn but should be clean and solid in color. Ripped, frayed, faded or disheveled clothing is not permitted.
~~a.~~

b. T-shirts may be worn if they are solid or patterned. Graphic tees of any kind, including shirts with wording, slogans or pictures are not permitted, unless approved by the City Manager for business purposes. Undershirts may only be worn under another shirt and not as a primary shirt.
~~b.~~

c. Shorts, athletic wear or gym wear, such as sweatpants, sweatshirts, hoodies, tank tops, leggings are not permitted, unless approved by the City Manager for business purposes.
~~c.~~

d. Revealing, skimpy, cropped or low-cut clothing or otherwise workplace inappropriate attire are not permitted.
~~d.~~

e. Flipflops, Crocs or beachwear are not permitted.

The City ~~provides for~~provides a safety boot allowance for those positions that require the use of personal protection footwear.

19.5 SERIOUS INCIDENT REPORTING

Any serious incident occurring on City property, in City facilities or when an employee is involved in, or victim of, a serious incident will be reported to the City Manager and Human Resources as soon as possible, but no later than two business days of occurrence. When in doubt, the incident should be reported.

Types of Incidents

Reportable serious incidents include, but are not limited to:

Operational:

a. Any emergency condition, serious disturbance, demonstration or riot occurring on City property targeting City employees or property or involving City employees.
b. Significant vandalism, sabotage or destruction of City property. Minor incidents such as dents/scratches to vehicles need not be reported under this policy, instead they should be reported using the Vehicle/Equipment Damage Form.

c. Workplace mishaps that could pose a potential danger or have a potential environmental impact (major leaks, wastewater spills that pose a significant environmental danger, etc). Minor routine mishaps need not be reported through this policy, rather through following the Chain of Command reporting procedures.
d. Catastrophic events resulting in loss or damage of City property and/or injury to a citizen or employee.
e. Incidents involving material damage that seriously degrade the ability to perform any essential City function.
f. Theft, suspected theft, wrongful appropriation, or willful destruction of City Property.

Personnel:

1. ~~Employees are required to inform their supervisors of A~~any situation or incident that may affect their employment or may impact
a. the City's image. ~~Therefore, all employees will disclose to their supervisor~~
~~—~~Criminal acts resulting in an arrest.
b. ~~a~~Any arrest for a criminal charge (misdemeanor or felony), conviction, plea of guilty whether or not adjudication was withheld, or plea of nolo contendere (no contest), which occurs subsequent to the date of their initial employment with the City and meets these criteria. This disclosure is to be made within ~~three~~ two days of the date of incident (arrest, charge, conviction, or guilty plea, whether or not adjudication is withheld, or plea of no contest.) Failure to make the required disclosure will result in disciplinary action. Minor traffic violations occurring off-duty and not resulting in an arrest, need not be reported under this policy.
2. c Significant violations of City ethics standards ~~to include~~including bribery, conflict of interest, graft or acceptance of gifts.
3. d Any incident of workplace violence occurring on City property, in a City facility or during the ~~work day~~workday involving an employee or a customer.
4. e A threat directed against an employee or a member of an employee's family that is directly related to an employee's job. These incidents should be reported regardless of whether the threat occurs on the worksite, during business hours or on personal time.
~~5. a Criminal acts resulting in an arrest.~~
6. ~~—~~The death or serious injury of an employee or a customer on City
f. property.
7. g ~~An employee is involved in a~~ny work related or non-work-related incident that potentially affects their employment standing or represents a liability or embarrassment to the City, even if it does not result in arrest or adverse action.

19.6 OUTSIDE EMPLOYMENT

No full-time employee may engage in any other employment or pursue any gainful occupation other than their position in the City service, except in accordance with the terms of this rule:

a. Any employee desiring to pursue outside employment shall first file a request in writing with their department head for permission to engage in outside employment. The request shall state the type of employment and hours of work, the name of the employer, and the location. If the employment is not confined to one location, the employee shall furnish the name and address of someone who will be informed from time to time as to where the employee can be located.

b. If the request is approved by the department head, it will be forwarded for consideration to the City Manager. The department head or City Manager may disapprove any request where the employment may adversely affect the City's image.
c. Any request for permission to engage in outside employment granted as hereinbefore provided may be canceled or terminated at any time with cause by the City Manager upon giving ten (10) working days written notice to the employee to whom said permission was granted.
d. Any employee accepting outside employment under the terms of this rule shall make arrangements with the outside employer to be relieved from outside duties if and when called for emergency service by the City. Every employee granted permission to engage in outside employment under this rule shall respond immediately to any emergency call to duty by the City whenever the department or the City Manager shall determine the employee's services to be necessary.
e. No employee, regardless of status as full-time, part-time, etc., shall engage in outside employment which creates any potential conflict or appearance of impropriety as to their City employment.
f. No employee shall be permitted to ~~accept~~ engage in outside employment while on Family Medical Leave with the City, without City Manager approval.
g. Outside employment may be considered for those who are performing satisfactorily in their job. It may be revoked if job performance declines or if the employee begins to exhibit any of the following: absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours.
h. Departments reserve the right to request renewal of outside employment forms annually.

19.7 CODE OF ETHICS

To avoid misunderstandings and conflicts of interest which could arise, the following policy will be adhered to by employees of the City of Oldsmar, Florida. Employees also remain subject to any restrictions provided by law. This policy is in accordance with Section 112.313 of the Florida Statutes entitled "Public Employees - Code of Ethics":

a. No City employee shall accept a gift, favor, or service that might reasonably tend improperly to influence the employee in the discharge of official duties.
b. No City employee shall use or attempt to use their position to secure special privileges or exemption for themselves or others, except as may be provided by policy and/or law.
c. No City employee shall accept employment or engage in any business or professional activity in which they might reasonably expect would require or induce them to disclose confidential information acquired by reason of their official position.

d. No City employee shall disclose confidential information gained by reason of their official position, nor shall any employee otherwise use such information for personal gain or benefit.
e. If an employee of the City is an officer, director, agent, or member of, or owns controlling interest in any corporation, firm partnership, or other business entity which is subject to the regulation of the City, or other political subdivision of the state, that employee shall file a sworn statement to this effect with the Circuit Court of the County in which they are principally employed.
f. No City employee shall transact any business in their official capacity with any business entity of which they are an officer, director, agent, or member, or in which they own a controlling interest.
g. No City employee shall have personal investments in any enterprise which will create a substantial conflict between that employee and the public interest.

Any violation of the provisions of this policy shall be subject to review and appropriate disciplinary action. When an employee of the City has any doubt as to the application of this policy as it relates to them, that employee should discuss the possible violation with the department head and the City Manager.

19.8 POLITICAL ACTIVITIES

Any person holding any position with the City of Oldsmar shall have the same right to take part in political campaigns and to exercise their rights of franchise as any other citizen, except that no officer or employee of the City shall engage in any political activities during hours of duty. Any request for leave related to a political campaign will be reviewed on a case-by-case basis, and in all cases, the best interest of the City will be given first consideration.

Displaying personal political affiliations on City vehicles or equipment, on oneself when on the clock, or on any City-owned property is prohibited.

19.9 PUBLIC RELATIONS

All employees represent the City and are ambassadors for the City regardless of their position. Employees will treat each other, citizens, and vendors with courtesy, respect, and in a professional manner.

19.10 BORROWING CITY EQUIPMENT

The use of any City equipment, including but not limited to computers, laptops, tablets, cameras, shovels, lawn equipment, tables, chairs, etc., for personal use, shall be prohibited.

19.11 BREAKS

All full-time employees may be granted two (2) fifteen (15) minute paid breaks each workday; one in the morning and one in the afternoon, as ~~work~~ operational needs permit~~s~~. Breaks should be taken as close to mid-morning and mid- afternoon as practicable~~ossible~~. ~~This applies to all full-time employees regardless of department or workplace location.~~ Part-time employees may be granted one (1) fifteen-minute break per shift, as ~~work~~ operational needs permit~~s~~, which should be taken as close to midway through their shift as practicable. ~~ossible.~~

Rest breaks are City paid and employees are expected to remain on duty and available to return to work promptly.

Employees are expected to take breaks at or near their assigned work location:

- Office-based employees should remain on the premises.
- Field-based employees should remain within their assigned service area or at or near their current job site.

~~Office employees may take their breaks at their desk if there are no other facilities available at their location.~~

Employees must obtain supervisory approval regarding the timing of their breaks to ensure adequate coverage and workflow.

Employees who choose to leave their assigned work location or premises during a break must obtain prior supervisory approval and must clock out for the duration of their absence. In such cases, the time away will be treated as unpaid and will not be considered a paid break.

Breaks may not be combined, extended, or used to shorten the workday.

Misuse of break time or failure to follow this policy may result in disciplinary action. Supervisors are responsible for consistent enforcement of this policy.

~~Employees will obtain supervisory permission regarding when and where to take their breaks.~~

~~Misuse of the break privilege may subject the employee to disciplinary action. It shall be the responsibility of supervisors to enforce this provision.~~

19.12 PERSONAL CELL PHONE/PERSONAL DEVICE USAGE:

The use of a personal cell phone or device during work hours should be kept to a minimum, limiting personal correspondence to breaks and lunch periods. Such non-emergency personal communications shall be ~~of short~~for a short duration, conducted in a safe manner, and shall not adversely impact operations.

Cell phone notifications should be kept on vibrate or silent so as not to disrupt other employees.

No employee shall use a cellular phone or other personal communication device while driving a city vehicle, regardless of whether the vehicle is responding to an emergency, with the exception of staff vehicles that are equipped with hands-free capability. Hands-free devices shall not be used during emergency responses.

19.13 FINANCIAL INTERESTS

No officer or employee of the City shall have any financial interests in the profits of any contract, service, or other work performed by the City; or shall personally profit directly or indirectly from any contract, purchase, sale, or service between the City and any person or company; or personally or as an agent provide any surety bail or bond required by law. Any official or employee who violates the provisions of this rule shall be subject to termination in addition to such other penalties provided by law.

19.14 USE OF CITY VEHICLES

It is necessary for many City employees to have City vehicles at their disposal in order to carry out their duties. Any City employee whose job involves driving is subject to periodic checks of their driving records. It is essential that City vehicles be always used with utmost care and discretion. Most City vehicles are distinctively marked, and the way they are operated directly reflects on the public image of all City employees. The following guidelines should be observed by any employee having use of any City vehicle:

a. City employees are permitted to use City-owned vehicles for the performance of their official duties only.
b. City vehicles should not be parked at an employee's personal residence unless the City Manager has previously approved a take-home vehicle.

c. Employees may use their city-issued vehicle to visit a retail establishment during assigned break periods if doing so improves efficiency in performing official duties. Supervisor or department head approval is required.
d. Vehicles should always be operated in a safe manner, obeying speed limits and traffic laws.
~~c.~~e. Employees driving City vehicles must have on their person a valid driver's license issued by the State of Florida and must maintain a satisfactory driving record in general. Any change in an employee's license, for example, license suspension or incident reflecting on an employee's driving record, must be reported to the employee's supervisor and to Human Resources as soon as possible. Failure to do so may result in discipline, up to and including termination.
~~d.~~f. Employees are responsible for any driving infractions or fines as a result of their driving, while driving City Vehicles or operating City equipment. Employees receiving moving violations, infractions or fines while operating a city vehicle are required to notify their supervisors and Human Resources within one business day of receiving it.

~~e.~~g. Employees are required to immediately notify their supervisors of any damage caused to City vehicles that is beyond normal wear and tear.
~~f.~~h. For those vehicles assigned on a twenty-four (24) hour basis, if off-street parking is available at the place of residence, it will be used. Seat belts must be worn at all times.
~~g.~~i. Employees must obtain approval from the City Manager before a City vehicle can be driven to and from their home.
~~h.~~j. All mechanical defects or malfunctions should be reported as soon as possible to the central garage.

If a City vehicle is involved in an accident, the employee must notify

the appropriate law enforcement agency, Human Resources, the department head, and Finance/Administrative Services.

19.15 STATEMENTS BY CITY EMPLOYEES TO ATTORNEYS, LAW FIRMS, OR ~~OTHERS CONCERNING~~OTHERS CONCERNING EMPLOYEES OR CITY BUSINESS

From time to time, any City employee, especially those in supervisory and managerial positions, may be requested or subpoenaed to make a statement to an attorney or a law firm.

Should you receive either a request or a subpoena, before making any oral or written statements, the employee must discuss the matter first with the Human Resources Department, who will notify the City Manager.

Anyone who does not comply with this rule may be subject to disciplinary action.

19.16 DRIVER'S LICENSE REQUIREMENT

The purpose of this policy is to establish guidelines for the City to utilize when employees who are required to operate motorized equipment have their driver's license or commercial driver's license suspended or revoked.

This policy shall apply to all City departments and all City employees who are required to operate motorized equipment as part of their job duties as required in their job description.

Employees must immediately notify their supervisor if their driver's license or commercial driver's license is suspended, revoked, or expired for any reason. The supervisor or department head must notify the Human Resources Director in writing, providing appropriate documentation. Operating City vehicles or motorized equipment with a suspended, revoked, or expired license will result in immediate termination.

Employees who notify their supervisor of their suspended or revoked driver's license or commercial driver's license will typically be allowed thirty (30) calendar days in which to obtain a license, unless the circumstances warrant other action or modified duty performing meaningful work can be accommodated for a specified period of time. The employee may be allowed to continue working during this thirty (30) day period in a position that does not require the operation of motorized equipment if work is available for which the employee is qualified. The thirty (30) day time frame may be extended at the discretion of the City.

It is the employee's responsibility to provide the City with written documentation that shows that the required license has been obtained. Employees who fail to obtain their driver's license or a commercial driver's license within this thirty (30) day period may be

demoted or may compete for a position for which the employee is qualified, and which does not require the operation of motorized vehicles, if a vacancy exists. In the event that no such vacancy exists, or the employee is unable to regain their license within a specified period of time, they will be terminated as a result of not being able to perform their job duties. ~~The thirty (30) day time frame may be extended at the discretion of the City.~~

The City reserves the option of separating the employment of any employee who fails to maintain a current license or satisfactory driving record.

19.17 EQUAL EMPLOYMENTOPPORTUNITY/NON-HARASSMENT

In order to foster and maintain a healthy working environment, it is important that the City maintain a work atmosphere characterized by mutual respect. ~~and the appreciation of diversity and inclusion~~. Accordingly, the type of conduct either legally characterized as discrimination or harassment or otherwise inappropriate will not be tolerated. In addition, the City will endeavor to protect employees, to the extent legally possible, from reported discrimination or harassment by non-employees in the workplace.

It is the policy of the City of Oldsmar that no person shall be unlawfully discriminated against with regard to recruitment, selection, appointment, training, promotion, retention, discipline, or other aspects of employment because of any consideration of race, color, religion, national origin, age, disability, marital status, sexual orientation, gender identity, sex (including conditions of pregnancy and sexual harassment), or genetic or family medical history information as defined by the Genetic Information Nondiscrimination Act. For persons with disabilities, or in the case of religious beliefs, the City will provide reasonable accommodation to the extent required by law. The City of Oldsmar will not tolerate any illegal acts of retaliation against any employee who exercises their rights under these policies.

Discriminatory Conduct

All personnel are required to maintain the values of equal employment opportunity ~~and appreciate diversity~~ within our organization. Employees shall not at any time during working hours or while in any circumstance that could impact upon employment rights engage in or be subjected to offensive verbal, visual, or physical misconduct which has the effect of denigrating or abusing individuals because of a consideration of race, color, religion, national origin, age, disability, marital status, sexual orientation, gender identity, sex (including conditions of pregnancy and sexual harassment), or genetic or family medical history information as defined by the Genetic Information Nondiscrimination Act.

Discriminatory Conduct includes verbal, physical, and visual conduct

that creates an intimidating, offensive, or hostile working environment or that interferes with work performance and is based on some legally

protected status or characteristic. Some examples include racial slurs; ethnic jokes; posting of offensive statements, posters, or cartoons; or other similar conduct.

Sexual Harassment

Although Sexual Harassment falls under the above Discriminatory Conduct, the issue of sexual harassment deserves special attention. Unwelcome sexual advances, requests for sexual acts or favors, or other verbal or physical conduct of a sexually harassing nature may constitute illegal sexual harassment when one of the following conditions are met:

(1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's continued employment.
(2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
(3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Such conduct may take various forms, for example:
    - Verbal - Sexual innuendos, suggestive comments, jokes of a sexual nature, sexual propositions, threats.
    - Non-verbal - Sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling, obscene gestures.
    - Physical - Unwanted physical contact, including touching, pinching, brushing the body, coerced sexual intercourse, assault.

Supervisors Responsibility

Each supervisor is responsible for making sure that all employees within their area of responsibility are aware of and comply with this policy.

Each supervisor is also responsible for ensuring that personnel decisions are in accordance with this policy. Supervisors are also responsible for promptly reporting to the City Manager or Human Resources Director for investigation any improper behavior that is observed or reported. Supervisors are expected to take corrective action, where appropriate, to enforce or assist in the enforcement of this policy. The negligence or failure of any supervisor in the fulfillment of their responsibilities as outlined in this policy may result in disciplinary action, up to and including termination.

~~Employees~~Employees' Responsibility

Any employee who is a witness to or has a complaint related to any part of this chapter at work by anyone, including supervisors, co-workers, vendors, contractors, or the public, should immediately report their complaint to their immediate supervisor as soon as possible. If for any reason the allegation cannot be reported to the supervisor, or if the employee reasonably believes such a report would be ineffectual, the employee should report the matter directly to the employee's department head, Human Resources Director, or City Manager.

All such complaints will be reviewed and, if necessary, a timely investigation will be conducted in as confidential a manner as possible under Florida law. The investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. All employees shall be protected from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint or assisting in an investigation. If a violation of this policy is found to exist, appropriate corrective action will be taken, up to and including termination. The City of Oldsmar will not tolerate any illegal acts of retaliation against any employee who exercises their rights under these policies.

A non-employee who subjects an employee to discriminatory conduct or sexual harassment in the workplace will be informed of the City's policy. Other action may also be taken as appropriate or allowed by law.

Public Interactions

It is expected that all city employees will engage in a respectful and professional manner at all times with members of the public. All policies outlined above will be equally applicable to employees' interaction with the public.

19.18 IDENTIFICATION CARD SECURITY POLICY

~~As part of the new employee orientation conducted by Human Resources, a~~ A ~~Company~~ City identification (ID) ~~C~~card will be issued to ~~new~~ all ~~City~~ employees. These ID cards will be issued and managed by the Human Resources Department.

a. Employees issued an ID card must always keep it in their possession while working or on City property.

~~b.~~ The ID card also serves as a security access card, providing access to designated areas based on the employee's department and position. Employees are required to safeguard their access rights and must not share their ID card or access credentials with anyone. Sharing of ID

b. Cards or allowing another person access to credentials could result in disciplinary action, up to and including termination.

c. If an employee transfers to another department, such access may be modified depending on the access requirements of the employee's new department and position. Supervisors who receive transferred employees should promptly notify Human Resources so access permission can be modified in the system.

d. If an employee loses possession of their issued ID Card for any reason, the employee must immediately notify their supervisor and/or Human Resources so the card may be deactivated, and another card may be issued. There ~~is~~ may be a $5.00 fee for replacing an ID Card.

e. Upon termination or resignation from City employment, employees will be required to turn in their ID Card to their supervisor or Human Resources.

19.19 ACCEPTABLE USE OF COMPUTER EQUIPMENT & ELECTRONIC RESOURCES

Purpose

The City of Oldsmar is committed to providing the best possible service to our citizens, including the use of technology to facilitate the rendering of services. In that regard, a variety of City equipment and other electronic resources are available for use by employees in completing their work functions, including but not limited to computer equipment, software, operating systems, storage media, network resources/accounts, electronic mail systems (e-mail), phone and voice mail systems, and internet access. These systems are to be used for business purposes in serving the interests of the City and citizens in the course of normal operations.

Policy Statements

a. General Use and Ownership

- While the City desires to provide a reasonable level of privacy, users should be aware that data accessed, and proprietary information stored on the City's electronic and computing devices remains the sole property of the City of Oldsmar and is subject to all federal, state, and local laws.
- You may access, use, or ~~share City~~share proprietary information only to the extent it is authorized and necessary to fulfill your assigned job duties.
- You have a responsibility to promptly report the theft, loss, or unauthorized disclosure of City proprietary information and devices.
- ~~•~~ In general, personal use of City resources should be avoided. Employees are responsible for exercising good judgement regarding the reasonableness of personal use.
-

- The City subscribes to the principle of Least Privilege when granting network and resource access. Employees will only be granted the least amount of network privileges necessary to complete their job functions.
- For security purposes, City IT equipment, systems, network traffic, and user information is monitored.
- The City reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

b. Security and Proprietary Information

- All mobile and computing devices that connect to the City's network will be managed incorporating the principles of Least Privilege, as stated above, and separation of duties, as recommended by the National Institute of Standards and Technology (NIST) Cybersecurity Framework.
- All computing devices must be locked when unattended and logged off when leaving for the day.
- Employees must use extreme caution when opening e-mail attachments or clicking links, even in e-mails received from a known sender.

Acceptable Use

All uses of information and information technology resources must comply with City policies, standards, procedures, and guidelines, as well as any applicable license agreements and laws including Federal, State, local and intellectual property laws.

Consistent with the foregoing, the acceptable use of information and IT resources encompasses the following duties:

a. Understanding the baseline information security controls necessary to protect the confidentiality, integrity, and availability of information.
b. Protecting organizational information and resources from unauthorized use or disclosure.
c. Protecting personal, private, sensitive, or confidential information from unauthorized use or disclosure.
d. Observing authorized levels of access and utilizing only approved IT technology devices or services.
e. Immediately report suspected information security incidents or weaknesses to the appropriate manager and the Information Technology Division.

Unacceptable Use

The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities, as approved by the City Manager.

Under no circumstances is an employee of the City of Oldsmar authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing City-owned resources.

The list below is by no means exhaustive but is a framework for activities which fall into the categories of unacceptable use.

The following activities are strictly prohibited, with no exceptions:

f. Accessing data, a server, or an account for any purpose other than conducting City business, even if you have authorized access;
g. Unauthorized use or disclosure of personal, private, sensitive, and/or confidential information;
~~h.~~ Unauthorized use or disclosure of organization information, City logo or ~~and~~ resources;
~~i.~~h. Distributing, transmitting, posting, or storing any electronic communications, material or correspondence that is threatening, obscene, harassing, pornographic, offensive, defamatory, discriminatory, inflammatory, illegal, or intentionally false or inaccurate;
~~j.~~i. Connecting personal devices to the City's wired or wireless primary network (personal devices may be connected to the City's guest Wi-Fi network);
~~k.~~j. Connecting to any non-City wireless network while physically connected to the organization's wired network;
~~l.~~k. Installing, downloading, or running software that has not been approved following appropriate IT and/or security review;
~~m.~~l. Connecting to commercial email systems (i.e., Gmail, Hotmail, Yahoo) is not permitted as email is often used to distribute malware;
~~n.~~m. Using an organization's IT resources to circulate unauthorized solicitations or advertisements for non-organizational purposes including religious, political, or not-for-profit entities;
~~o.~~n. Providing unauthorized third parties, including vendors, family, and friends, access to the organization's IT information, resources or facilities;
~~p.~~o. Using organization IT information or resources for commercial or personal purposes, in support of "for-profit" activities or in support of other outside employment or business activity such as consulting for pay or other business-related transactions;
~~q.~~p. Propagating chain letters, fraudulent mass mailings, spam, or other types of undesirable and unwanted email content using organizational IT resources; and
~~r.~~q. Tampering, disengaging, or otherwise circumventing the organization's or third-party IT security controls.

Occasional and Incidental Personal Use

Occasional, incidental, and emergency personal use of computer equipment provided it is done so with caution, such use is otherwise consistent with this policy, is limited in amount and duration, and does not impede the ability of the individual or other users to fulfill the organizations responsibilities and duties. The City may revoke or limit this privilege at any time.

Individual Accountability

Individual accountability is required when accessing all IT resources and organizational information. All users are responsible for protecting against unauthorized activities performed under their user ID. This includes locking your computer screen when you walk away from your system, and protecting your credentials (passwords, tokens, or similar technology) from unauthorized disclosure. Credentials must be treated as confidential information and must not be disclosed or shared.

User Responsibility for IT Equipment

Users are routinely assigned or given access to IT equipment in connection with their official duties. This equipment belongs to the organization and must be immediately returned upon request or at the time an employee is separated from the organization. Users may be financially responsible for the value of equipment assigned to their care if it is not returned to the organization. Should IT equipment be lost, stolen, or destroyed, users are required to provide a written report of the circumstances surrounding the incident. Users may be subject to disciplinary action which may include repayment of the replacement value of the equipment. The organization has the discretion not to issue or re-issue IT devices and equipment to users who repeatedly lose or damage IT equipment.

Cybersecurity Training

As required by FS 282.3185, a mandatory state-approved cybersecurity training program is required for all State and Local Governments. Employees must complete State mandated training within 30 days of hire and annually thereafter. The City's Information Technology Division also provides additional training for all end users and conducts training campaigns via email utilizing a third party. These training campaigns are critical for maintaining awareness of potentially harmful security breaches. Information Technology tracks users' participation in these training campaigns and will report results (pass/fail/incomplete training) to the users' supervisors and department heads. Users who do not participate in the training within the established timeframe may be subject to disciplinary action.

Users who are found to repeatedly fail the phish email tests or training assignments will be subject to the following:

First Failure:	Re-enforcement of Cybersecurity Training - User will be assigned additional cybersecurity awareness training.
Second Failure within 12 months:	Re-enforcement of Cybersecurity Training - User will be assigned additional cybersecurity awareness training.
Third Failure within 12 months:	Formal documented violation, Group 1, first offense - Employee Written Notice. Additional training will be assigned.
Fourth Failure within 12 months:	Formal disciplinary action, Group 1, second offense - Notice of Disciplinary action and one (1) day suspension without pay.
Fifth Failure within 12 months:	Formal disciplinary action, Group 1, third offense: Notice of Disciplinary Action and up to five (5) Day suspension without pay.
Sixth Failure:	Termination

Access and Monitoring Generally

Given the above policies, no employee should have any expectation of privacy when using City equipment, the City network, and other electronic resources. The City reserves the right to monitor, retrieve and review any message or file composed, sent or received to the maximum extent permissible by law. It should be noted that although a message or file is deleted or erased, it is often still possible to retrieve the message or file. Therefore, ultimate privacy of such items cannot be assured to anyone. Although electronic mail, voice mail and text messages may allow the use of passwords for security, this does not insulate transmissions from City review for business purposes and confidentiality cannot be guaranteed.

Employees shall not purchase or install software without the approval of the Information Technology Division.

Moreover, because quality assurance is of the utmost importance to the City of Oldsmar, the use of any and all City equipment, including but not limited to data, voice mail, telephone logs, Internet use, network resources, e-mail, and the like are subject to monitoring at any time, with or without notice, at the City's sole discretion. No employee shall knowingly disable any network software or hardware identified as a monitoring tool. Furthermore, all communications including text and images can be disclosed to law enforcement, other third parties

or as required under the Florida Statutes Chapter 119 Public Records Act without prior consent of the sender or the receiver. It is the City's intent to at all times comply with the Public Records Act. Therefore, electronic data which is required to be maintained is to be preserved in such a fashion as to fully comply with the law.

Notwithstanding either the City's right to retrieve and read any electronic mail messages or any potential right of individual access to information which may be available under the Public Records Act, e-mail messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees shall not access systems, files, or retrieve any stored information, unless authorized to do so. Employees should not attempt to gain access to another employee's messages without the latter's permission. Employees are not authorized to retrieve or read any e-mail messages if they are not the intended recipient without Management approval.

E-mail and the Internet

As with any communication device, employees are prohibited from using the Internet or e-mail to transmit any improper communication, including but not limited to personal messages, inappropriate comments or jokes, cartoons or other communications which are derogatory, obscene or offensive. Additionally, employees are prohibited from using e-mail or other IT resources for the purpose of soliciting or distributing for any cause, group, enterprise or organization for which such solicitation has not been authorized by the City. Each employee is responsible for the content of all text, audio or images that they place or send over e-mail or the Internet. All messages communicated through e-mail or the Internet using the City's email platform should have the employee's name attached. No messages are to be transmitted under an assumed name. Users may not attempt to obscure the origin of any message.

It is also of critical importance that both from a security standpoint as well as to comply with the various laws in place protecting copyrights and proprietary data, that any software used which is licensed from a third party is to be used only in accordance with the license agreement. If anyone using software is uncertain whether software may legally be used or duplicated for any purpose onto other City computers, the employee must consult the Information Technology Division. To help prevent computer viruses and other malware from being distributed through the City's network as well as to ensure compliance with the law, employees/users are prohibited from downloading software from the Internet without prior written approval of the Information Technology Division. Downloading of games from the Internet, or installation of other on-line services to

access the Internet on City owned computers and mobile devices is prohibited. Downloading of any executable files or programs which change the configuration of an employee's system by anyone other than Information Technology personnel is prohibited. The employee/ user should take extreme caution when downloading software or files from the Internet. All files or software should be passed through virus protection programs prior to use. Failure to detect viruses could result in corruption or damage to files and/or unauthorized entry into the City's network. It is mandatory that all employees comply with copyright and trademark laws when downloading material from the Internet. If an employee/user finds that any damage occurred as a result of downloading software or files, the incident should be reported immediately to the Information Technology Administrator.

As stated above, it is also the policy of the City that Internet and e-mail use on behalf of the City should be strictly limited to appropriate business purposes. It is recognized that Internet services can also allow users to gain direct access to City computers or systems from remote locations. Regardless of the employee's location when accessing the City's resources, these policies continue to apply. Thus, while the City encourages employee use of the Internet and e-mail, its use is restricted to the following:

(1) To communicate with employees, vendors, or clients regarding matters within an employee's assigned duties;
(2) To acquire information related to, or designed to facilitate the performance of regular assigned duties; and
(3) To facilitate performance of any task or project in a manner approved by an employee's supervisor.

The following are examples of activities which could result in revocation of Internet access/e-mail privileges and/or other disciplinary action, including termination:

(1) Personal activities unrelated to the business of the City, including but not limited to those activities which incur additional cost to the City or interfere with the employee's work performance.
(2) Profit-making or personal activities that accrue to the employee, such as but not limited to operating a business, promulgating business opportunities, or soliciting money for personal gain, or searching for jobs outside the City.
(3) Personal, political, and religious activities;
(4) Unlawful activities, including sending or receiving copyrighted materials in violation of copyright laws or license agreements
(5) Accessing, sending, or retrieving non-job-related materials including but not limited to sexually explicit or offensive messages, cartoons or jokes, ethnic slurs, racial epithets, or

any other statement or image that might be construed as harassment, disparagement, or libel.

(6) Sending or receiving of "spam" or junk messages, chain letters or other types of communications which have the potential to interfere with the proper operation of the system.

(7) Gambling or playing games; or

(8) Sending proprietary or confidential materials inappropriately.

The Internet and e-mail are not secure forms of communication. All City guidelines must be adhered to when using City Internet and e-mail.

Prohibited Websites

As per Section 112.22, Florida Statutes, websites that are owned by "foreign countries of concern" are prohibited from being accessed on State and Local government networks and devices. These sites include, but are not limited to:

- TikTok
- WeChat
- QQ
- Kaspersky
- Vkontakte

The blocked sites will be updated as needed to remain in compliance with the Florida Statutes through guidance issued by the Florida Digital Service.

Policy Compliance

Violations of this policy will be treated like other allegations of wrongdoing or misconduct and will be handled according to established City procedures. Sanctions for non-compliance may include but are not limited to one or more of the following:

(1) Temporary or permanent revocation of access to some or all IT network resources.

(2) Disciplinary action according to applicable City policies.

(3) Termination of employment, and/or

(4) Law enforcement action according to applicable laws.

19.20 CLOSE PERSONAL RELATIONSHIPS WITH CO-WORKERS

Employees of the City enjoy a right of privacy in those matters that do not affect their ability to perform their job duties. However, to ensure objectivity in such matters as performance evaluations, promotions, work assignments, and to maintain a professional work atmosphere, all employees are expected to exercise sound judgment in forming close personal relationships with other City employees. For purposes

of this policy, a close personal relationship includes dating (defined as habitually associating with another individual) and/or having an intimate/sexual relationship. Close personal relationships of the aforementioned nature may give the appearance of partiality and favoritism, even in situations where that appearance is not accurate, and/or give rise to potential claims of a hostile work environment or sexual harassment complaints. Further, a close personal relationship as defined above may impair the Department/Division's morale, reduce productivity, affect management's ability to maintain discipline, and even impact the reputation of the City in the eyes of the public.

Therefore, the City discourages the development of close personal relationships, as defined above, between employees of the City and, in particular, co-workers within a Department. Further, it is inappropriate for any employee with supervisory responsibility to date or have an intimate relationship with an employee who is subject to or likely to be subject to that supervision.

a. Should a dating or intimate relationship occur between two co-workers within the same Department, even if neither employee has supervisory responsibility over the other, it is necessary for the parties involved to:
    (1) Conduct themselves with discretion and in a business-like manner while at the workplace and have mutual respect toward one another should the relationship terminate.
    (2) Anticipate the possibility of one party being transferred to another Department if a vacancy exists or, if another position is not available, they may be terminated as defined in Section 20, Nepotism.
    (3) The City will not discriminate on the basis of marital status. However, no employee is permitted to work within the "chain of command" of a spouse so that one spouse may not influence or affect the other spouse's work responsibilities, salary, or career progress.

b. In the case of an employee with supervisory responsibility forming a dating or intimate relationship with an employee who is subject to that supervision, let it be emphasized that the City prohibits such liaisons.

c. Appropriate disciplinary action, which may include termination, will be taken with respect to anyone whose exercise of poor judgment in close personal relationships interferes with the operation of the City.

As part of the City's policy of nondiscrimination because of sex, any conduct that may be characterized as sexual harassment will not be

tolerated. This conduct includes unwelcome sexual advances, requests for sexual favors, and all other unwelcome verbal or physical conduct of a sexual or otherwise offensive nature as detailed in the City's *Equal Employment Opportunity/Non-Harassment* policy, Section 21. Any problem of this kind should be reported immediately to your supervisor or to the Human Resources Director.

19.21 SMOKING, VAPING OR SMOKING ALTERNATIVES

Smoking, vaping, or using tobacco products, including cigarettes, pipes, cigars, snuff, dip, smokeless tobacco, vaporizers, e-cigarettes, chewing tobacco, nicotine pouches, or smoking alternative devices, with or without nicotine, is strictly prohibited in any City facility, on worksites, on City equipment~~,~~ or in City vehicles, or while working at any time. Employees may smoke and ~~use smoking~~use alternative devices outside in designated areas during their break and lunch period only. No additional breaks beyond those outlined in the breaks section ~~19.10~~ may be taken for the purpose of using tobacco or similar products. Employees should dispose of any litter associated with this policy properly in the receptacles provided at designated smoking areas.

19.22 FIREARMS AND WEAPONS IN THE WORKPLACE

Employees are prohibited from carrying or possessing firearms, explosives, or other weapons in the workplace, as defined in Florida Statutes §790.001. In addition, City policy prohibits employees from carrying or possessing these items while on City property, in City vehicles, while performing official duties, or while wearing City apparel or otherwise representing the City.

Exceptions apply only when:

- Allowed under Florida Statutes §790.251, or
- The possession of a firearm or weapon is an approved and necessary requirement of the employee's job.

~~Employees are not permitted or authorized to carry or have in their possession any weapon during and in the course of the employee's official duties for the City, except as provided in Florida Statutes §790.251 and/or where such possession of a weapon is a necessary and approved requirement of the employee's job.~~

19.23 ARTIFICIAL INTELLIGENCE

Artificial Intelligence (AI), such as chatbots (ChatGPT, Google's Bard, Microsoft Bing) or image generators (DALL-E 2, Midjourney) are publicly available applications that may offer opportunities to

streamline workflow tasks and increase efficiency. Utilizing these tools comes with serious security, accuracy, and intellectual property risks. This policy outlines its acceptable use, and protects the City's confidential or sensitive information, cybersecurity, intellectual property, workplace atmosphere~~culture~~, and commitment to ~~diversity and~~ brand.

DO:

a. Understand that AI tools may be useful but are not a substitute for human judgment and creativity.

b. Understand that many AI tools are prone to "hallucinations," false answers or information, or information that is stale, and therefore responses must always be carefully reviewed and verified by a human.

~~b.~~c. Treat every bit of information you provide to an AI tool as if it will go viral on the Internet, attributed to you or the City, regardless of the settings you have selected within the tool (or the assurances made by its creators).

~~c~~d. Verify that any response from an AI tool that you intend to rely on or use is accurate, appropriate, not biased, not a violation of any other individual or entity's property or privacy, and consistent with the City's policies and applicable laws.

DO NOT:

~~d.~~e. Do not upload or input any confidential, proprietary, or sensitive City information into any AI tool. Examples include passwords and other credentials, protected health information, personnel data, information from City documents marked Confidential, Sensitive, or Proprietary, or any other non-public City information that might be harmful if disclosed.

~~e~~f. Do not upload or input any personal information (names, addresses, etc.) about any person into any AI tool.

~~f~~g. Do not use AI tools to make or help you make employment decisions about applicants or employees, including recruitment, hiring, retention, promotions, transfers, performance monitoring, discipline, demotion, or terminations.

Please refer to the Administrative Policy Manual for further information.

SECTION 20
PARTICIPATION IN

19.24 USE OF CITY BRANDING

While both the City Seal and City Logo are the property of the City, they are used for different purposes. Unauthorized use or disclosure of the City Seal or City Logo is prohibited.

The official City Seal is under the custody of the City Clerk. Any reproduction or display of the City Seal, except by City officials in performance of their official duties, is prohibited.

The official City Logo is a graphic representation that identifies the City of Oldsmar as an organization and is often the primary means by which the public forms an image of the City. The City Logo may be used for official business purposes only, or as authorized by a majority vote of the City Council or must be approved by the City Manager.

SECTION 20
PARTICIPATION IN

20.1 PARTICIPATION

Florida is a right-to-work state; the right of persons to work shall not be denied or abridged by membership or non-membership in any labor union or organization. All employees in the City service have the right to organize, join, and participate in, or to refuse to organize, join, or participate in, any employee organization freely and without fear of reprisal or penalty, as otherwise addressed by law. Public employees do not have the right to strike as outlined in Florida Constitution Article 1, Section 6 and Florida Statute Chapter 447.505.

20.2 LABOR AGREEMENTS

Employees whose positions are covered by a labor agreement shall also be subject to the rules and regulations of the personnel management system. If any conflicts occur between the labor agreement and the City's personnel system, the labor agreement shall take precedence. The labor agreement shall be the governing factor in all conflicting cases even though the rights or benefits may be greater or lesser than provided for in the rules and regulations of the City.

DISCIPLINARY MEASURES

21.1 PURPOSE

All employees in the City of Oldsmar are members of a team working together for the main objective of serving our community. Any employee who fails to follow the necessary policies and procedures governing employee conduct is not only penalizing themselves but doing a disservice to all the other City employees. The code of conduct rules are not intended to restrict or impose on the privilege of anyone, but are designed to insure the rights and safety of all City employees and to provide working guidelines to assure ~~equitable~~ appropriate and professional conduct to efficiently serve our community.

21.2 PROVISIONS

In recognition that each instance differs in many respects from somewhat similar situations, the City retains the right to treat each occurrence on an individual basis and without creating a precedent for other cases that may arise in the future. The City retains the right to suspend any disciplinary action which it may take, during good behavior for a specified term, at its exclusive discretion. Examples given in any rule do not limit the generality of the rule. The following policies and procedures are not to be construed as a limitation upon the retained right of the City, but merely as a guide. Rather, employees may be separated from City employment whenever it is deemed to be in the City's best interest. The policies and procedures provide recommended standard penalties to apply for specific offenses. This means that a more severe penalty or a less severe penalty may be issued than that which appears in the standard procedure if it is deemed necessary or appropriate. Any violation of any policy and/or procedure outlined in this document that is not addressed specifically in Section 21 will be assessed on the severity of the specific violation.

21.3 GUIDELINES

The policies and procedures of the code of conduct are divided into three (3) groups to reflect degrees of performance and behavior. In each group, beyond the oral counseling, consideration will be given to the severity of the offense, the cost involved, the time interval between violations, the length and quality of service records, and the ability of the employee concerned.

This is a guideline for the recommended standard penalties for a specific offense, however, the City reserves the right to impose a more severe penalty or a less severe penalty than that which appears in the standard procedure if it is deemed necessary or appropriate. When determining the necessary or appropriate penalty, the City will take into consideration the severity of the infraction and those items

outlined above.

In each case, where the penalty is modified from the recommended standard penalties, the reasons for such modifications will be noted:

Coaching/Counseling: Whenever employee performance, attitude, work habits, or personal conduct at any time falls below a desirable level, supervisors shall inform employees promptly and specifically of such lapses and give counsel and assistance. This can be oral or written, but the supervisor should always make a documented note of it. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating Employee Written Notice.

Employee Written Notice: In situations where Coaching/Counseling has not resulted in the expected improvement, or if the infraction is such that Coaching/Counseling is not an appropriate action, an Employee Written Notice may be issued defining the nature of the infraction under the code of conduct rules. The employee's immediate supervisor initiates the Employee Written Notice and reviews it with the employee the violation, providing specific examples. A copy of the Employee Written Notice will be provided to the employee, and a copy shall be placed in the employee's personnel file.

Notice of Disciplinary Action: An employee may be recommended for a suspension without pay: in situations where the Employee Written Notice has not resulted in the expected improvement; if the infraction is such that the Employee Written Notice is not an appropriate action; or if pending the investigation of charges. Suspension requires the approval of the department head, Human Resources, and the City Manager.

Suspension – When a suspension is supported, a Notice of Disciplinary Action form will be issued to the employee defining the nature of the infraction under the code of conduct rules. The employee's immediate supervisor initiates the Notice of Disciplinary Action form and reviews the violation with the employee, providing specific examples. A copy of the Notice of Disciplinary Action form will be provided to the employee and a copy shall be placed in the employee's personnel file.

When imposing discipline on exempt personnel in the form of a suspension, such discipline shall be without pay in increments of one full workweek, or in the case of a partial work week, suspension shall be accomplished through deduction of the hours of suspension from the employee's accrued annual leave.

Termination – If the desired performance or behavioral change has not been achieved by using the above guidelines, or if the

infraction is such that the guidelines are not appropriate, immediate termination may be warranted.

Use of Past Record - In imposing any disciplinary measures on a current charge where termination is not being considered, the supervisor will not take into consideration any prior infractions of the City or departmental rules and regulations that occurred more than two (2) years previously. However, within the context of progressive discipline, the final action of termination from employment cannot be considered corrective since the relationship is terminated. Where a decision to terminate a City employee is under consideration, it is appropriate to review the employee's entire employment history.

21.4 OFFENSES AND PENALTIES

The three (3) groups of offenses and standard penalties recommended are as follows:

a. GROUP I OFFENSES

FIRST OFFENSE:	Employee Written Notice
SECOND OFFENSE:	Notice of Disciplinary Action and One (1) Day Suspension Without Pay
THIRD OFFENSE:	Notice of Disciplinary Action and up to Five (5) Day Suspension Without Pay
FOURTH OFFENSE:	Termination

(1) Failing or refusing to work scheduled hours, overtime, special hours, or standby shifts after being scheduled and according to overtime and standby duty policies, unless approved by supervisor.
(2) Operating, using, or possessing tools, equipment, or machines to which the employee has not been assigned, or performing work other than assigned work.
(3) Quitting work, wasting time, loitering, or leaving assigned work area during working hours without permission.
(4) Washing up or changing clothes prior to the end of the workday.
(5) Taking more than the specified time for meals or rest periods without supervisory permission.
(6) Productivity or workmanship not up to required standards of performance.
(7) Mistakes due to carelessness.
(8) Disregarding job duties or neglect of work during working hours.
(9) Working outside of established work schedule without supervisory approval, working after clocking out, leaving a

post at the end of a scheduled shift prior to being relieved by a supervisor or the relieving employee on the incoming shift in situations where operations are continuous.

(10) Tardiness. Guide: three (3) times in a thirty (30) day period; six (~~6)times~~6) times in a ninety (90) day period; nine (9) times in a one hundred and eighty (180) day period; or twelve (12) times in a three hundred and sixty-five (365) day period).

(11) Attendance:

~~a.~~ Absent from work on a regular or chronic basis.~~.~~

a.

~~(~~Guide:

- ~~three (3)~~ Two (2) unscheduled days in a thirty (30) day period;
- ~~six (6)~~Four (4) unscheduled days in ninety (90) day period;
- ~~nine (9)~~Six unscheduled days in a one hundred and eighty (180) day period; or
- ~~twelve (12)~~Eight (8) unscheduled days in a three hundred and sixty-five (365) day period~~)~~.

b. Patterns: Frequent absences occurring on the same day, immediately before or after weekends, holidays, or scheduled leave.

~~b.~~c. Consistently using unscheduled sick leave as earned.

~~c.~~d. Absences are adversely impacting efficient operations.

~~d.~~e. Habitual unscheduled absenteeism for consecutive pay periods.

~~e.~~f. ~~Attempting to~~ Misuse of sick leave benefits – attempting to use sick leave for reasons other than outlined in the sick leave policy.

(12) Conduct that has the potential to cause damage or injury, resulting from carelessness or failure to comply with established safety requirements, policies, rules, directives, practices, or procedures. ~~Violating a safety rule or a safety practice that results in damage to City property or creates dangerous or unsanitary conditions for employees or for the public.~~Operating City vehicles in an unsafe manner.

(13) Failing to report to the proper authority moving violations, minor accidents and personal injury, including tickets, fines or damage to City vehicles and equipment which the employee was in possession of or assigned to within one business day of occurrence.

(14) Engaging in horseplay, scuffling, wrestling, throwing things, malicious mischief, distracting the attention of others, demonstrations on the job, or similar types of disorderly conduct.

(15) Failing to report the loss of a City identification card immediately to ~~the department head~~Human Resources.

(16) Failing to keep Human Resources notified of address and telephone number changes.

(17) Violation of any of the following policies: City's Acceptable Use of Computer Equipment and Electronic Resources policy, ~~Social Media~~Use of City Branding Policy, Artificial Intelligence Policy or Identification Card Security Policy.

(18) Not treating a fellow employee, citizen, or vendor with dignity, respect, and courtesy. Unbecoming conduct, bullying behavior, or unprofessional representation as a City Employee. ~~or a~~

~~(18)~~(19) V~~v~~iolation of the City's Public Relations ~~P~~Policy.

~~(19)~~(20) Violation of the City's Smoking Policy.

~~(20)~~(21) Violation of Purchasing Card Agreement including failing to report the loss of a City purchasing card or improper use of the purchasing card.

(22) Changing or adjusting work hours without supervisory approval.

~~(21)~~

~~(22)~~(23) ~~Failure to report an arrest or criminal charge (misdemeanor or felony) as defined in the Serious Incident Policy within three (3) business days.~~Failure to report any serious incident of operational or personal nature, including arrest or criminal charge, as defined in the Serious Incident Policy, within two business days of occurrence.

(24) The temporary loss of a job-related license or certification.

(25) Vending, soliciting, or collecting contributions for any purpose ~~whatsoever~~ at any time on City premises unless authorized.

~~(23) , or any serious incident of operational or personal nature, that may reflect poorly on the employee or the City. Such instances must be reported to the direct supervisor or Human Resources within one day of occurrence.~~

~~(1)~~(26) Violation of Section 19, Use of City Vehicles.

~~(2)~~(27) ~~Unprofessional or bullying behavior, participating~~ Participating in or contributing to negative or disparaging comments, criticisms, or gossip; or creating, sharing, or repeating a rumor about another employee, the City, or its operation to affect morale or attitude.

~~(3)~~(28) Reporting for work or working while unfit for duty either medically, mentally, or physically.

~~(4)~~(29) Failure to report to work without proper notification. (no call/ no show)

~~b.~~a. GROUP II OFFENSES

FIRST OFFENSE:	Notice of Disciplinary Action and Two (2) - Five (5) Day Suspension Without Pay
SECOND OFFENSE:	Termination

(1) Any threat of workplace violence, language, or behaviors, including but not limited to the threatening of harm, provoking, or instigating a fight. Engaging in disruptive behavior directed at the public, fellow employees, or supervisors at any time, including use of abusive, discourteous, insulting, inflammatory, or profane language.

(2) Unauthorized disclosure of confidential information gained by reason of ~~his or her~~ official position.

(3) Sleeping during working hours unless otherwise provided as in the fire service.

(4) Failing to report an accident or personal injury in which the employee was involved while on the job.

(5) Being in possession of intoxicating beverages or narcotics during the time while on duty or on City property.

(6) Disregarding the designated chain of command.

(7) Leaving the job during regular work hours without permission.

(8) Damage to materials, infrastructure, equipment, tools, or

property, or injury to another employee or a member of the public, resulting from carelessness or failure to comply with established safety requirements, policies, rules, directives, practices, or procedures. ~~Carelessness which potentially affects the safety of the City personnel or causes damage to City material, parts, infrastructure, equipment, tools, or property~~.

~~(9)~~ Failing to report to the proper authority significant accidents and personal injuries, including damage to City vehicles,

(9) infrastructure, and equipment of which the employee was aware.
(10) Posting or removal of any matter on City property at any time unless authorized.
(11) Distribution of written, printed, or electronic matter on City premises unless authorized.
(12) Failure to report any legal requests, such as a court order, notice of claim, or receipt of a subpoena relating to a City matter.
~~(13) Vending, soliciting, or collecting contributions for any purpose whatsoever at any time on City premises unless authorized.~~
~~(14)~~(13) Dishonesty, untruthfulness or willful refusal to provide information or otherwise cooperate during an internal investigation or when directed to do so by authority.

~~c.~~b. GROUP III OFFENSES

FIRST OFFENSE:	Up to Immediate Termination

(1) Wanton or willful neglect or gross negligence in the performance of assigned duties.
(2) Deliberately or through gross negligence misusing, destroying, or damaging any City property or property of any employee.
(3) Falsification of personal or City records, including employment records, employment applications, accident records, work records, purchase orders, timesheets, timecards, or any other report, record, or application.
(4) Making false claims or misrepresentations in an attempt to obtain employment, promotion, sickness or accident benefits, worker's compensation, or unemployment compensation payments.
(5) Insubordination by the unequivocal refusal to perform work assigned or to comply with written or verbal instructions of a supervisor.
(6) Unauthorized possession of firearms or explosives on City property, or a violation of the City's Firearms and Weapons In The Workplace policy.
(7) Theft or removal from City locations without proper authorization any City property or property of any employee.
(8) Unlawful or improper conduct or indecency, either on or off the job, which would tend to affect the employee's relationship to the job, fellow workers, reputation, goodwill in the community, or places the city in disrepute.
(9) The use, possession, and/or sale of narcotics or the use of ~~liquor~~ alcohol on duty or off-duty, but recent enough to be detectable on duty as outlined in section 22 or 23, relating to the City's Drug and Alcohol Policies. Use or possession of

~~liquor~~ alcohol while on duty or reporting to work under the influence.

(10) Refusing to submit to a drug or alcohol test or leaving work after receiving notification that testing is required.
(11) Being absent from duty for a period of three (3) consecutive working days without proper notification.
(12) Failure to return from an authorized leave of absence.
(13) Incompetence, inefficiency, or negligence in the performance of assigned duties.
(14) Use or attempted use of political influence or bribery to secure an advantage on any matter.
(15) Conviction of a felony, or a misdemeanor of the first degree as defined by Florida Statutes, or any violation of a City ordinance involving moral turpitude, while either on or off the job.
(16) Engaging in aggressive, physical behavior or fighting at any time while on duty or on City property.
(17) Violations of the City's Equal Employment Opportunity/Non-Harassment Policy as detailed in Section 19.
(18) Concerted curtailment or restriction of production or interference with work, including, but not limited to, instigating, leading, or participating in any walkout, strike, sit-down, stand-in, slowdown, or refusal to return to work at the scheduled time for the scheduled shift.
(19) Failure to meet prescribed standards of work, or conduct, or ethical issues of such a nature that the employee is deemed unsuitable for continuation in City service.
(20) Violation of any ethics provisions applicable to public employees as set forth in Section 19, Code of Ethics or where such conduct creates an appearance of impropriety.
(21) Use of any information gained by reason of an employee's official position for personal gain or advantage.
(22) The loss of a job-related license if such license is required in the job description.
(23) Operating a City vehicle or motorized equipment with a suspended, revoked, or expired license.
(24) Failure to respond or work when required to do so during a declared emergency.
(25) Knowingly concealing a communicable disease as defined by the Florida Administrative Code Chapter 64D-3 and/or failing to comply with a standard of care recommended by the employee's medical provider when such failure may endanger the health of other employees or the public.
(26) No longer meeting the minimum requirements outlined in the job description.
(27) Retaliation, adverse action or the threat of such against another who reports a complaint, pursues legal action, participates in an investigation or is a witness in any investigation or proceeding.

21.2 GRIEVANCE PROCEDURE USE AND NOTIFICATION OF RIGHT TO APPEAL

Upon receiving any formal discipline (excluding termination), an employee may use the grievance procedure to the extent specified under these policies if they feel the action was improper. An employee who has received a disciplinary action should immediately be advised of the right to appeal the action by the grievance procedure under these policies or any applicable labor agreement. Grievance procedures can be found in the Grievance policy of this manual.

SECTION 22
DRUG AND ALCOHOL POLICY

22.1 PURPOSE

It is the goal of the City to have a workforce free of those who choose to use illegal drugs, misuse prescription drugs, and abuse alcohol. To promote this goal, the City has established a policy prohibiting the unlawful manufacture, distribution, dispensing, use, possession, or sale of alcohol, controlled, and other mind-altering substances in the workplace or during work hours. This restricts certain items and substances from being brought onto or being present on City premises. The policy also prohibits City employees and others from reporting to work or being present on City property with detectable levels of certain controlled drugs and other substances, including detectable levels of cannabinoids (as defined in this policy) notwithstanding whether the source was prescribed by a licensed healthcare provider and obtained from a licensed marijuana dispenser.

All employees must abide by the terms of this policy as a condition of employment, and it may, from time to time, be amended.

This policy is implemented pursuant to the Drug-Free Workplace Program under the Florida Worker's Compensation Act. Fla. Stat. S.S. 440.102 and attendant Rules S.S. 59A - 24.001, et seq., F.A.C. This act provides that an employee who is injured in the course and scope of their employment and tests verified positive on a drug or alcohol test forfeits their eligibility for medical and indemnity benefits under the Florida's Worker's Compensation Act and may be terminated and denied unemployment benefits.

Further, refusal to take a drug or alcohol test will also result in the employee forfeiting their eligibility for medical and indemnity benefits under the Florida's Worker's Compensation Act, as well as automatic termination of the employee and denial of unemployment benefits.

22.2 SCOPE

This policy shall apply to all employees of the City of Oldsmar at all levels of the organization. This policy shall also apply to anyone applying for employment with the City as a condition of employment.

22.3 DEFINITIONS

Common sense should be used when interpreting and applying this policy. The definitions set forth in this part are not to be construed in a manner that would limit the otherwise normal application of this policy.

a. **Drugs** - This refers to illegal drugs, prescription drugs, and legal non-prescription or over-the-counter drugs that alter mood, consciousness, or coordination.

b. **Alcohol** - The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol.
c. **City Premises** - This refers to all areas in which the City operates. It includes, but is not limited to, its parking lots, leased and owned vehicles, personal vehicles when used for business purposes, storage facilities, work areas, etc.
d. **The Drug-Free Workplace Program Requirements** - This phrase refers to the drug-free workplace program requirements contained in the Florida Workers' Compensation Statute, Section 440.102, et seq., as it may, from time to time, be amended and any related laws or rules.
e. **Division Drug Testing Rules** - This phrase refers to the Department of Labor and Employment Security, Division of Workers' Compensation, drug testing rules which implement the drug-free workplace program. These rules appear in the Florida Administrative Code, Rule 59A - 24.001, et seq. and any related laws or rules.
f. **Accident** - The term accident as it applies to the Florida Drug-Free Workplace Act, means any accident or incident in which any of the following applies:

    (1) The employee's injury cannot be classified as first aid under the Florida Workers' Compensation Statute.
    (2) One which results in the loss of human life.
    (3) There is bodily injury to any person who immediately receives medical treatment away from the scene of the accident.
    (4) A motor vehicle crash in which any vehicle involved incurs damage requiring that the vehicle be transported away from the scene by a tow truck or other motor vehicle.
    (5) A motor vehicle crash in which a citation was issued to an employee under state or local law for a moving violation.
    (6) The accident, even though not resulting in injuries or significant property damage, could be characterized as potentially serious, as determined by the City Manager or designee. Examples include accidents resulting in property damage of any kind resulting from the blatantly unsafe operation of dangerous machinery, motor vehicles, or tools. Other examples include accidents attributable to employee carelessness or negligence, or accidents that could have exposed others to secondary harm, such as through the release of flammables, toxic or corrosive chemicals, biohazardous materials, etc.

g. **Special-Risk Position** - A position that is required to be filled by a person who is certified under Chapter 633, Fire Protection, or Chapter 943, Law Enforcement.
h. **Possession** - To have on one's person, in one's personal effects, in one's vehicle, or under one's control.

i. **Reasonable Suspicion** - An articulable belief, based upon specific documented and substantiated facts or incidents and reasonable conclusions drawn from those facts or incidents.

j. **Safety-Sensitive Position** - A position involving safety-sensitive job duties, those which if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real or imminent threat to the personal health and safety of the employee, coworkers, or the public. Human Resources maintains a master list of safety-sensitive positions. The following City employees are designated as holding a safety-sensitive position:

(1) All employees whose job duties require them to have a CDL.
(2) All employees who operate a City vehicle as part of their regularly assigned, routinely performed job duties.
(3) All employees who receive an auto allowance for the use of their personal vehicle for City business.
(4) All certified firefighters, paramedics, and fire inspectors who are employed by the Fire Department regardless of their current job duties.
(5) Any other position as may be so designated by the City Manager from time to time.

k. **Vehicle** - Any motorized equipment, whether City-owned or not, used on public or nonpublic roadways or rights-of-way in the course and scope of employment. This specifically includes, but is not limited to, tractors, lift trucks, construction equipment, and automobiles.

22.4 POLICY

(1) The possession, use, manufacture, distribution, purchase, or sale of illegal drugs is forbidden to all employees, regardless of whether such use, possession, manufacture, distribution, purchase, or sale occurs on or off-duty.
(2) The possession, use, manufacture, distribution, purchase, or sale of alcoholic beverages while on duty, while in a City uniform, while on City premises, or while operating a motor vehicle or other equipment on City business is expressly prohibited. Any employee violating these prohibitions will be subject to discipline up to and including termination for the first offense.
(3) Employees who are under the influence and conduct themselves in a manner that, in the City's sole discretion, is disruptive or tends to embarrass the City while off-duty or attending a City-sponsored function will be disciplined, up to and including immediate termination.

(4) An employee taking a prescription or over-the-counter drugs that may result in an employee being unable to perform the essential functions of their job or results in a direct threat to the health or safety of themselves or others in the workplace must advise Human Resources before reporting to work under such medication. A failure to do so may result in disciplinary action.

If the City determines that such prescription use does not pose a direct threat to the employee or others in the workplace or does not result in the employee being unable to perform the essential functions of their job with or without reasonable accommodation, the employee will be permitted to work. The City may request physician certification in this regard. If the physician indicates in writing that such use creates a direct threat to the health or safety of the employee or others in the workplace or impairs the employees' ability to perform the essential functions of their job, which cannot be reasonably accommodated, the City will determine whether the employee will be placed on sick leave, transferred, reassigned, or separated from employment, depending upon the circumstances and the business needs of the City. Improper use of "prescription drugs" is prohibited and may result in disciplinary action. Prescription medication must be kept in its original container if such medication is taken during working hours or while the medication is on City property. Employees who violate this policy are subject to disciplinary action up to and including termination.

(5) It is against City policy to report to work if drugs or alcohol, as defined by the Drug-Free Workplace Program and the Division Drug Testing Rules, is found to be present in the employee's system at a level prescribed by the Division Drug Testing Rules.

(6) Employees are prohibited from reporting for work or remaining on duty with an alcohol concentration higher than .04, under the influence of any illegal drug, or while under the influence of any legal drug that may impair the employee's ability to perform. Employees in safety-sensitive or special risk positions are prohibited from performing safety-sensitive functions within four hours after drinking any alcoholic beverage regardless of the alcohol concentration in their breath.

(7) Observance of this policy is a condition of continued employment.

(8) Employees arrested for an alcohol or drug-related incident must immediately notify their supervisor, the Human Resources Director, or the City Manager. Failure to notify the appropriate City official may result in disciplinary action, up to and including termination.

22.5 TESTS

(1) Applicants selected for employment for Drug-Free Workplace Safety Sensitive, CDL Safety Sensitive, or Special Risk positions with the City of Oldsmar must take and pass a drug screen as a condition of obtaining employment.
(2) A drug test may be administered at all required fitness for duty physicals.
(3) Follow-up testing will be conducted for any employee who returns to work after successfully completing a drug rehabilitation program on at least a semi-annual basis for at least two years.
(4) A drug test will be required whenever the City has a reasonable suspicion that an employee may be using drugs or alcohol. Reasonable suspicion may include but is not limited to:

a. Direct observation of drug use or the physical symptoms of being under the influence of drugs or alcohol.
b. Behavioral symptoms associated with drug use or intoxication from either drugs or alcohol, such as abnormal conduct, erratic behavior, or a significant deterioration in performance.
c. Report of drug or alcohol use provided by a reliable and credible source.
d. Any evidence that an individual has tampered with a drug test.
~~e.~~ Any evidence that an employee has used, possessed, sold, solicited, or transferred drugs or alcohol while working on City ~~premises or while operating City vehicles, machinery, or other~~
e. equipment.
f. If a supervisor believes reasonable suspicion exists, the supervisor should report their findings and observations to the Human Resources Director. Upon approval by the Human Resources Director or their designated representative (equivalent to the supervisor or above), the employee will be asked to submit to a drug test and sign a Reasonable Suspicion form acknowledging their consent. The factors which substantiate the reasonable suspicion to test should be documented by the supervisor on the Reasonable Suspicion Form, located on the intranet, immediately upon suspicion. This report, signed by all parties, must be filed as soon as possible with Human Resources, but no later than three working days after the employee has been tested. A copy of this report will be given to the employee upon request, and the original documentation will be retained by the employer, in a confidential file, for at least one year.
g. During normal laboratory office hours, the employee shall be taken by an appointed representative of the appointed authority to the designated laboratory for substance abuse testing. After normal laboratory hours, the employee shall be taken to another designated collection site. The collection

site person shall require, for identification purposes, thatthe

employee being tested present a photo ID. If the employee does not have proper photo identification, the collection site person shall contact the designated agency authority who can positively attest to the identity of the employee.

The employee will not be allowed to return to work until all test results are received from the Medical Review Officer (MRO). Suitable arrangements for transportation home will be made. An employee will be told not to drive home. If the employee insists on driving, the employee shall be told that the police will be notified or called in to assist in the escort of the employee from the premises. During this time, the employee will be on a paid leave of absence, but must hold themselves reasonably available for consultation with the City of Oldsmar during the employee's normal working hours. If the employee tests negative, they can return to work according to schedule.

h. Acts of misconduct committed while under the influence of drugs or alcohol will also subject the employee to disciplinary action, including termination. Employees who refuse to take a test under the provisions stated above shall be terminated immediately and denied unemployment benefits.
i. A positive, confirmed test result will be subject to consequences as described in Section 22.5C.

(5) Post Accident Testing

Information that an employee has caused, contributed to, or been involved in an accident while at work is considered grounds for reasonable suspicion testing as outlined in Florida Statute 440.102 (1)(n)(5).

a. Each employee who meets the above criteria will be required to submit to alcohol and drug testing within the limitations of item (i) below.
b. The employee's supervisor will contact Human Resources to coordinate the testing. If the accident occurs after hours, the supervisor will coordinate the alcohol or drug testing directly with the testing facility. In this case, the supervisor will notify the Human Resources Department no later than 9:00 AM the following workday.
c. For alcohol testing, the employee will be tested as soon as possible after the accident. If the alcohol test has not been administered within two hours, the supervisor will prepare a document for the file stating the reason a test was not promptly administered.
d. If the alcohol test has not been administered within eight hours, attempts to administer the test will cease, and the supervisor will prepare a statement for the file as outlined above.

e. For drug testing, the employee will be tested as soon as possible but in no case later than 32 hours after the accident. If the drug test has not been administered within 32 hours, the supervisor will prepare a document for the file stating the reason a test was not promptly administered.
f. In the case of a conscious but hospitalized employee, the medical facility will be requested by the Human Resources Department to obtain a sample under the DOT or Florida Drug-Free Workplace laws. In the case of an unconscious or otherwise unable to consent employee, the medical facility shall collect the sample.
g. If an employee who is able to breathe and/or urinate normally in the opinion of a medical professional refuses to be tested, they will be subject to disciplinary action up to and including termination.
h. Passengers in a vehicle that is involved in an accident and who are also City employees will be tested only if they are injured or if their supervisor has reasonable suspicion of drug or alcohol use.
i. An employee who is tested solely as a result of being involved in an on-the-job accident will be allowed to return to work pending the test result (assuming the employee is medically able to do so) unless, in addition to the accident, independent evidence exists creating a reasonable suspicion that the employee is under the influence of, has ingested, or is in possession of alcohol or drugs. In such instances, the provisions of this section governing an employee's return to work following reasonable suspicion testing will apply.
j. A positive, confirmed test result will be subject to consequences as described in Section 22.5C.

b. Additional Testing

Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations or as deemed necessary by the City.

c. Consequences of a Positive, Confirmed Test Result

(1) Applicants with a positive, confirmed test result will not be hired.
(2) Employees injured during a workplace accident who have a positive, confirmed test result will forfeit eligibility for medical and indemnity benefits as provided in the Florida Workers' Compensation Law and the Division Drug Testing Rules.
(3) Any employee who is terminated on the basis of a positive, confirmed test result will forfeit unemployment compensation benefits as provided in the Florida Workers' Compensation, related laws, and applicable drug testing rules.

(4) Any employee with a positive, confirmed test result will be subject to discipline on the first offense up to and including termination. In lieu of discipline and depending on the circumstances involved, the City may allow the employee to enter into an agreement as defined in Section 22.6 a.

d. Failure to Submit/Refusal to Test

Any employee who fails or refuses to submit to a drug test when asked, or leaves the worksite after being notified of testing, shall be treated in the same manner as an employee with a positive, confirmed test result. Applicants who refuse to submit to a drug test will not complete the hiring process and will be denied ~~em-ployment~~employment.

e. Test Results

All test results shall be confidential and released only in accordance with the provisions of the Florida Workers' Compensation Law and the division Drug Testing Rules or as otherwise allowed or autho-~~-~~rized by law.

f. Test Results/Challenge

(1) All employees or applicants with a positive, confirmed test result will be notified in writing of the result, the consequences of it, and the options available to the employee or applicant.

(2) An employee or applicant with a positive, confirmed test result will be contacted by the MRO and allowed to submit information to the MRO explaining or contesting the test result within five working days. If the challenge or explanation is not satisfactory to the MRO, the MRO shall report a positive test result back to the employer.

(3) An employee or applicant may thereafter contest the employer's test results after receiving the City's explanation as provided in S.S. 440.102(4)(g) Fla. Stat., and pursuant to Rules adopted by the Department of Labor and Employment Security. An individual may ask for a retest of urine/blood within 180 days after written notification of a positive, confirmed test result.

(4) Employees who are disciplined because of a positive, confirmed test may review the grievance procedure in Section 10 to determine if the applicable discipline can be grieved. If an employee is employed under a collective bargaining agreement, the employee may have an alternative remedy under the grievance procedures in their union contract. Any other appeal rights would be those afforded under general common law and statutory law under S.S. 440.102, Fla. Stat.

(5) The employee or applicant must notify the testing laboratory if they take any administrative or civil actions pursuant to Chapter 440.102, Fla. Stat. over the results of the drug test.

g. Confirmation Test

All initial test results will be confirmed as provided by the Florida Workers' Compensation Law and the Division Drug Testing Rules S.S. 59A - 24.001 F.A.C. A confirmation test is a second analytical test to identify the presence of a drug.

22.6 AMNESTY/RETALIATION

a. Amnesty

(1) Employees who test positive on a post-accident, reasonable suspicion, or random drug/alcohol test may be offered by the City to enter into a one-time agreement. The agreement will require the employee to enroll in and successfully complete a rehabilitation program, as determined by a substance abuse counselor, including follow-up testing on at least a semi-annual basis for at least two years as defined in Section 22.5A3. Written verification from the program's counselor that the employee has, in fact, enrolled and is participating in the program will be required. The City reserves the right to not offer an agreement and, depending on the circumstances, may choose to discipline the employee up to and including termination.

Participation in any evaluation, treatment, or counseling program will be at the employee's expense unless the employee is entitled to such benefits under the terms of the City's group health plan or by other available benefits. If it is determined that the employee needs a lengthy evaluation or an extended treatment that would cause them to miss work, they should refer to the City's FMLA leave policy. Depending on whether the employee has sick leave and/or vacation, FMLA leave may be with or without pay. If the employee is ineligible for such leave, time lost from work for such a program will be without pay. If the employee does not have accrued sick/vacation leave available and is ineligible for FMLA leave, a leave of absence will be provided if it does not create an undue hardship for the City.

(2) It is the employee's responsibility to successfully comply with the recommendations made by the provider and provide appointment updates to Human Resources indicating their compliance with attendance and compliance with the providers recommendations. If the employee presents written proof that they have successfully completed the program within the time prescribed by the counselor, they shall be eligible to return to work at the City of Oldsmar.

(3) Other than as required by law, this policy does not require the City to hold any position open nor create a position for employees who successfully complete drug rehabilitation counseling.

(4) Nothing in this policy shall be construed as an obligation upon the City to provide, or to pay for, substance abuse counseling except to the extent it may, from time to time, be provided as part of the City's fringe benefit package.
(5) Employees who enter into an agreement with the City and successfully complete the program are expected to sustain compliance with this policy after being returned to work. Further violations, including failing a follow-up test, will be subject to discipline, up to and including termination.

b. Retaliation

Any supervisor or employee who, in good faith, reports an alleged violation of this policy shall not be harassed, retaliated against, or discriminated against in any way.

22.7 ADDITIONAL INFORMATION

Applicants and employees will be given an opportunity, prior to and after testing, to confidentially provide any information they consider relevant to the test to the MRO. Such information may include a listing of all drugs that they have recently taken, including prescription drugs, a written explanation of the circumstances surrounding the use of those drugs, or any other relevant medical information.

a. A list of the drugs for which the City will test, described by brand name, common name, and chemical name and which may alter the effects of a drug test is shown in Section 22.8.
b. Each employee and applicant will be given an opportunity, both before and after the drug test, to confidentially report the use of prescription or non-prescription medications that may alter or affect a drug test.
c. The City of Oldsmar will test for each and every one of the drugs listed on the drug testing list shown in Section 22.9.
d. Each employee or job applicant has a right to consult the MRO for technical information regarding prescription and non-prescription drugs.

22.8 COMMON DRUGS THAT CAN AFFECT A DRUG TEST

A 5-panel drug screen will test for the following drugs: Cannabinoids, Cocaine, Methamphetamine, Opiates, and Phencyclidine.

The following is a list of common drugs and medications, by brand name or common name and chemical name, which may alter the effects of a drug test. The Department of Health and Rehabilitative Services list of common medications are:

Alcohol - All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vicks Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof), and Listerine is 26.9% (54 proof).

Amphetamines - Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Delcobese, Mediatric (uppers).

Cannabinoids - Marinol (Dronabinol), Marijuana (Pot, Acapulco Gold, Grass, Reefer, Joint, Weed) notwithstanding whether the source was prescribed by a licensed healthcare provider and obtained from a licensed marijuana dispenser, Tetrahydrocannabinol (THC), Hashish (Hash), Hashish Oil.

Cocaine - Cocaine HCl topical solution (Roxanne), Coke, Flake, Snow, Crack, Nose Candy.

Phencyclidine - Not legal by prescription; PCP, Angel Dust, Hog.

Methaqualone - Not legal by prescription; Quaalude.

Opiates - Paregoric, Parapectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin Compound with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate) Percodan, Vicodin, Dover's Powders, Opium, Pectoral Syrup.

Barbiturates - Phenobarbital, Tuinal, Amtal, Nembutal, Seconal, Lotusate, Fiorinal, Fiorciet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.

Benzodiazepines - Atival, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restorial, Centrax

Methodane - Dolophine, Methadose, Methadone.

Propoxyphene - Darvocet, Darvon N., Dolene, etc.

22.9 TESTING

a. Initial Test

The initial screen for all drugs shall use an immunoassay except that the initial test for alcohol shall be an enzyme oxidation methodology. The following cutoff levels shall be used when first screening specimens to determine whether they are positive or negative for these drugs or metabolites. All levels equal to or exceeding the following shall be reported as confirmed positive:

Alcohol	0.04	g/dl%
Amphetamines	1,000	ng/ml
Cannabinoids	100	ng/ml
Cocaine	300	ng/ml
Phencyclidine (PCP)	25	ng/ml
Methaqualone	300	ng/ml
Opiates	300	ng/ml
Barbiturates	300	ng/ml
Benzodiazepines	300	ng/ml
Synthetic Narcotics:		
Methodone	300	ng/ml
Propoxyphene	300	ng/ml

b. Confirmation Test

All specimens identified as positive on the initial test shall be confirmed using CC/MS, except that alcohol will be confirmed using gas chromatography. Concentrations that exceed the linear region of the standard curve shall be documented in the laboratory record as “greater than highest standard curve value.” The following cutoff levels shall be used when first screening specimens to determine whether they are positive or negative for these drugs or metabolites. All levels equal to or exceeding the following shall be reported as confirmed positive:

Alcohol	0.04*	g/dl%
Amphetamines	500	ng/ml
Cannabinoids	15	ng/ml
Cocaine	150	ng/ml
Phencyclidine (PCP)	25	ng/ml
Methaqualone	150	ng/ml

Opiates	300	ng/ml
Barbiturates	150	ng/ml
Benzodiazepines	150	ng/ml
Synthetic Narcotics:		
Methodone	150	ng/ml
Propoxyphene	150	ng/ml

*Laboratories shall report all quantitative alcohol results above .04% level to the Medical Review Officer, who shall be responsible for reporting results to the employer if appropriate. Specific Authority 440.09(7)(c), 440.101, 440.101.102(10), F.S. Law Implemented 440.09(3), 440.102(9), F.S. History - New, 1-30-91, Amended 12-16-91

c. Collection Site Personnel

A specimen for a drug test will be taken or collected by:

(1) A physician, a physician's assistant, a registered professional nurse, a licensed practical nurse, a nurse practitioner, or a certified paramedic who is present at the scene of the accident for the purpose of rendering emergency service or treatment; or

(2) A qualified person employed by a licensed laboratory who has the necessary training and skills for the assigned tasks.

d. Testing Laboratory

(1) The laboratory used to analyze initial or confirmation drug specimens will be licensed by the State of Florida, Agency for Health Care Administrator, or a laboratory certified by the Health Care Administrator, or a laboratory certified by the Department of Health and Human Services. The State of Florida, Agency for Health Care Administration, has published Drug-Free Workplace Standards, Chapter 59A - 24., F.A.C., which must be followed by laboratories and employers.

(2) All laboratory security, chain of custody, transporting and receiving of specimens, specimen processing, retesting, storage of specimens, instrument calibration, and reporting of results will be in accordance with state laws and rules established by the Agency for Health Care Administration.

(3) The laboratory will provide assistance to the employee or job applicant for the purpose of interpreting any positive confirmed test results.

22.10 SEARCHES

a. To ensure that illegal drugs and alcohol do not enter or affect the workplace, the City reserves the right to search all vehicles, containers, lockers, or other items on City property in furtherance

of this policy. Individuals may be requested to display personal property for visual inspection upon City request.

b. Searches will be conducted only where the City has reason to believe that the employee has violated the City's substance abuse policy.
c. Failure to consent to a search or display of personal property for visual inspection will be grounds for termination or denial of access to City premises.
d. Searches of an employee's personal property or assigned locker will take place only in the employee's presence. All searches under this policy will occur with the utmost discretion and consideration for the employee involved.
e. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched.
f. Because the primary concern is the safety of its employees and their working environment, the City will turn all confiscated drugs over to the proper law enforcement authorities. Further, the City reserves the right to cooperate with or enlist the services of proper law enforcement authorities in the course of any investigation.

22.11 CONFIDENTIALITY

All information, interviews, reports, statement memoranda, and drug test results, written or otherwise, received by the City as a part of this drug-testing program are confidential communications and will be kept in the employee's confidential file. Unless authorized by state laws, rules or regulations, the City will not release such information without a written consent form signed voluntarily by the person tested, which complies with Section 440.102(8).

22.12 RESOURCES AND EDUCATION

a. The City's Employee Assistance Program and Medical Insurance Carrier will maintain a current list of providers, including substance abuse and mental health providers and entities and organizations designed to assist employees with personal or behavioral problems. The City will inform employees and new hires about various employee assistance programs that the City may have available. The information shall be made available at a reasonable time convenient to the City and shall be discretely reviewed by the employee.
b. The City will provide an annual substance abuse training to assist the employees in identifying personal and emotional problems which may result in the misuse of alcohol or drugs. This course will also include a presentation on the legal, social, physical, and emotional consequences of the misuse of alcohol or drugs.

SECTION 23

CONTROLLED SUBSTANCES & ALCOHOL USE AND TESTING POLICY FOR COMMERCIAL MOTOR VEHICLE DRIVERS

23.1 GENERAL INFORMATION

The Federal Motor Carrier Safety Administration ("FMCSA") requires the City of Oldsmar to have in place an alcohol use and controlled substances testing program for its employees who operate commercial motor vehicles ("CMV") and are required to possess a commercial driver's license ("CDL"). Consequently, this policy has been developed and is intended to be applied in accordance with the law. This policy takes precedence over the City's general policy in Section 22 and shall be administered independently of that section except where otherwise permitted by law. All employees covered by this policy are also subject to Section 22 of these policies to the maximum extent permitted by law.

Employees who are required to possess a CDL and may be called upon to operate a CMV are subject to the provisions of this policy. The Human Resources Director has been designated by the City to answer CDL drivers' questions about this policy.

23.2 DEFINITIONS

For purposes of this policy, the following definitions will apply:

a. Alcohol testing means an evidential breath test (EBT). Such alcohol testing will be conducted by a breath alcohol technician (BAT) who is trained to proficiently administer the EBT.

b. Alcohol concentration is expressed as the number of grams of alcohol per 210 liter of breath.
   (1) a CDL driver must be removed from performing any safety-sensitive function at any alcohol concentration of 0.02 or greater;
   (2) if a CDL driver has an alcohol concentration of 0.02 or greater, but less than 0.04, the driver will not be allowed to perform safety-sensitive functions again until the next scheduled duty period, if at least 24 hours have elapsed, or until a retest shows an alcohol concentration of less than 0.02.
   (3) if a CDL driver has an alcohol concentration of 0.04 or greater, the driver will not perform a safety-sensitive function until:
      (a) the driver has been retested with a result below 0.02;
      (b) the driver has been evaluated by an EAP professional;

(c) the driver has received treatment, if required, by a DOT qualified substance abuse professional and has tested negative for a return to work test. Follow-up testing will be prescribed by the substance abuse professional for a maximum of 6 directly observed tests in 12 months but can be extended an additional four years.

c. "Actual knowledge" means actual knowledge by an employer that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a commercial motor vehicle while under the influence of alcohol or controlled substances, or an employee's admission of alcohol or controlled substance use, except where the employee's admission is:
   (1) in accordance with the City's established voluntary self-identification program;
   (2) the driver does not self-identify in order to avoid testing under this policy;
   (3) the driver makes the admission of alcohol misuse or controlled substances use prior to performing a safety-sensitive function; and
   (4) the driver does not perform a safety-sensitive function until the employer is satisfied that the employee has been evaluated and has successfully completed education or treatment requirements.

d. Commercial motor vehicle or CMV refers to a motor vehicle or combination of motor vehicles used to transport passengers or property if the motor vehicle:
   (1) has a gross vehicle weight rating (GVWR) or 26,001 or more pounds (11,794 or more kilograms);
   (2) has a gross combination weight rating (GCSR) of 26,001 or more pounds (11,794 or more kilograms), inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds (4,536 kilograms);
   (3) is designated to transport 16 or more passengers, including the driver; or
   (4) is of any size and is used in transporting hazardous materials requiring the vehicle to be placarded under the federal Hazardous Materials regulations.

e. Direct observation means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.

f. Driver means any person who operates a commercial motor vehicle. This includes, but is not limited to: full-time, regularly employed drivers; casual, intermittent, or occasional drivers; leased drivers, and independent owner-operator contractors.

g. Designated Employer Representative (DER). The City's Human Resources Director or designee authorized by the City to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation process. The DER also receives test results and other communications for the City.

h. Medical Review Officer (MRO) means a licensed physician selected by the City of Oldsmar as responsible for receiving laboratory results generated by the City of Oldsmar's CDL driver drug and alcohol testing policy, who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate confirmed positive test results. The MRO is responsible for receiving and reviewing laboratory results and evaluating medical explanations for certain drug test results.

i. Controlled substance (drug) testing means a split sample urine specimen test for the following drugs:
    1. marijuana metabolites,
    2. cocaine metabolites,
    3. amphetamines,
    4. phencyclidine (PCP), and
    5. opiates metabolites

j. Safety-sensitive function means from the time a driver begins to work, or is required to be in readiness to work, until the time they are relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:
    (1) all time at waiting to be dispatched from or to any property for the purpose of conducting City business unless the CDL driver has been relieved from duty by their supervisor.
    (2) all time inspecting, servicing, or conditioning any equipment, machinery, or any commercial motor vehicle at any time.
    (3) all time spent at the driving controls of a commercial motor vehicle in operation;
    (4) all time, other than driving time, in or upon any commercial motor vehicle except time spent in a sleeper berth;
    (5) all time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle or in

giving or receiving receipts for shipments loaded or unloaded; and

(6) all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

k. Refusal to submit (to an alcohol or controlled substances test) means that a driver:

(1) fails to appear for any test (except a pre-employment test) within a reasonable time, as determined by the City, consistent with applicable laws and regulations, after being directed to do so by the City;

(2) fails to remain at the testing site until the testing process is complete. Provided that an employee who leaves the testing site before the testing process commences a pre-employment test, is not deemed to have refused to test;

(3) fails to provide a urine specimen for any drug test required by applicable laws and regulation, provided that an employee who does not provide a urine specimen because they have left the testing site before the testing process begins for a pre-employment test is not deemed to have refused to test;

(4) in the case of a directly observed or monitored drug test, fails to permit the observation or monitoring of the driver's provision of a specimen;

(5) fails to provide a sufficient amount of urine when directed and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;

(6) fails or declines to take a second test the employer or collector has directed the driver to take;

(7) fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process or as directed by the DER under 49 CFR 40.193. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment;

(8) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when directed by the collector, behaves in a confrontational way that disrupts the collection process); or

(9) is reported by the MRO as having a verified adulterated or substituted test result.

l. Split-specimen means a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.

23.3 CDL DRIVER CATEGORIES

The categories of drivers who are subject to FMCSA regulations and this policy are on file in the Administrative Services Department.

23.4 REQUIREMENT TO SUBMIT TO TESTING UPON REQUEST

a. City of Oldsmar CDL drivers must submit to alcohol and controlled substances tests. No CDL driver may refuse to submit to:

(1) a post-accident alcohol or controlled substances test;
(2) random alcohol or controlled substances test;
(3) a reasonable suspicion alcohol or controlled substances test;
(4) a follow-up or return-to-duty alcohol or controlled substances test.

b. No supervisor or manager shall permit a CDL driver who refuses to submit to such required alcohol and/or controlled substances tests to perform or continue to perform safety-sensitive functions.

c. The triggering event prompting testing in many situations is the performance or prospective of safety-sensitive functions by a driver. “Performing” a safety-sensitive function means more than the actual performance of that function. “Performance” also includes time when the employee is ready to perform or is immediately available to perform a safety-sensitive function under 49 CFR §382.107.

d. For purposes of this policy, once a CDL driver becomes aware of the requirement that they must submit to an alcohol or controlled substances test under the provision of this policy and the CDL driver is not subsequently tested, unless otherwise excused by the Human Resources Director or a designee authorized by the City, such failure to be tested shall be deemed a refusal to submit to a required alcohol or controlled substances test.

e. If a CDL driver refuses to submit to drug testing, they will not be permitted to perform safety-sensitive functions and will be terminated.

23.5 REQUIRED TESTING

Pre-employment Screening and Testing

(1) Prior to actually being permitted to perform a safety-sensitive function for the first time, applicants who have been offered employment by the City of Oldsmar or an employee seeking transfer into a covered position must successfully complete testing for controlled substances as a condition of their employment.
(2) A CDL driver will not be allowed to perform safety-sensitive functions unless the City has received a controlled substances test result for that driver.

(3) The City of Oldsmar does not have to administer a pre-employment controlled substances test if:
   (a) the driver has participated in a controlled substances testing program within the previous thirty (30) days; and
   (b) while participating in that program was tested for controlled substances within the past six (6) months (from the date of application with the City) or has participated in the random controlled substances testing program for the previous twelve (12) months (from the date of application with the City).

(4) In order to grant a waiver, the City of Oldsmar must obtain from the CDL driver's past or present employer verified documentation reflecting successful participation. The past or present employer is required to furnish the prospective employer with such drug testing information, verifying it does not have records of a violation of any Department of Transportation controlled substance rule by the employee within the previous six (6) months. If the employee has participated in an alcohol or controlled substances testing program, the City must obtain the following information:

   a. name(s) and address(es) of the program(s);
   b. verification that the driver participates or participated in a program conforming to 49 CFR Part 40.
   c. verification that the driver is qualified under the rules of Part 382, including that the driver has not refused to be tested for controlled substances;
   d. the date the driver was last tested for controlled substances; and
   e. the results of any tests taken within the previous six months and any other violation of the prohibitions of these rules.

(5) The City shall notify a CDL driver of the results of a pre-employment controlled substances test if the driver requests such results within 60 days of being notified of the disposition of the employment application.

(6) In addition, and with the employee or applicant's consent, the City shall request the following information from prior DOT-regulated employers for the two-year period prior to application or transfer request:
   a. alcohol tests with a result of 0.04 or higher alcohol concentration;
   b. verified positive drug tests;
   c. refusals to be tested (including verified adulterated or substituted drug test results);
   d. other violations of DOT agency drug and alcohol testing regulations; and

e. with respect to any employee who violated a DOT drug or alcohol regulation, documentation of the employee's successful completion of DOT return-to-duty requirements (including follow-up tests). If the previous employer does not have the information in (e), the City will request the information from the employee.

If the employee refuses to grant consent to obtain this information, the employee will not be permitted to perform safety-sensitive functions.

(7) If feasible, the City will obtain and review the above information before the employee first performs safety-sensitive functions or shall otherwise obtain and review such information as soon as possible. No employee shall be permitted to perform safety-sensitive functions for more than 30 days without this information having been obtained and reviewed.

(8) The City cannot and will not continue to employ a driver if information is obtained showing that in the past two years the driver had violated a DOT agency drug and alcohol regulation, unless the employee has subsequently complied with the regulatory return-to-duty requirements. All employees seeking a covered position will also be asked whether they have tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee applied for but did not obtain safety-sensitive work covered by DOT agency drug and alcohol testing rules during the past two years. If the employee admits to a positive test, or refusal to test, no performance of safety-sensitive functions shall be permitted unless the regulatory return to duty requirements are met.

23.6 RANDOM TESTING

a. CDL drivers for the City of Oldsmar are subject to random alcohol and controlled substances testing as a condition of employment. Selection for random testing will be made by a scientifically valid method using a computer-generated random number table through the testing facility.

b. Initially and subject to adjustment by the FMLSA Administrator, the City will select a sufficient number of CDL drivers, each calendar year, as follows:
   (1) for random alcohol tests, a minimum of 10% of the average number of CDL positions will be tested; and
   (2) for random controlled substances tests, a minimum of 50% of the average number of CDL positions will be tested.

c. A CDL driver who is notified of selection for a random test will immediately proceed to a designated test site. CDL drivers actually driving a CMV at the time they are notified will be relieved of such duty in order to take the test as soon as possible.

d. A CDL driver will only be tested for alcohol just before, while performing, or just after performing a safety-sensitive function. Random controlled substances tests may be performed any time a CDL driver is performing or preparing to perform City of Oldsmar duties.

23.7 REASONABLE SUSPICION TESTING

A driver shall be required to submit to an alcohol and/or controlled substances test when there is reasonable suspicion to believe that the driver has violated the prohibitions contained in this policy.

a. Reasonable Suspicion" may include the following:
   1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
   2. Abnormal conduct or unpredictable behavior while at work or a significant deterioration in work performance.
   3. A report of drug use, provided by a reliable and credible source.
   4. Evidence that an individual has tampered with a drug test during his employment with the current employer.
   5. Information that an employee has caused, or contributed to, or been involved in an accident while at work.
   6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

   Under this policy, only one supervisor is required to make a "reasonable suspicion" determination, and it must be approved by the Human Resources Director, Department Director or a Designee (supervisory level or above). A Reasonable Suspicion Drug & Alcohol Form must be filled out with specific supporting observations noted/checked. Such determination must be based upon the supervisor's reasonable finding that specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, motor skills and/or body odors of a CDL driver indicate the presence of alcohol in their system. In suspected cases of the presence of a controlled substance, the supervisor's observations must be based upon the driver's

appearance, behavior, speech, motorskills and/or indications of the chronic or withdrawal effects of controlled substances. Observations required for reasonable suspicion testing must be made during, just preceding, or just after the period of the workday that the driver is required to be in compliance with this policy.

b. Reasonable suspicion alcohol testing is to be conducted within two (2) hours following the determination. The failure to test must be noted with an explanation for the delay. An alcohol test must be administered not later than eight (8) hours following the reasonable suspicion determination. If the test is not done, the reason for the failure to test must be documented. If the test is not administered at all, the employee may not perform a safety-sensitive function until either:

   (1) an alcohol test is administered with a result of alcohol concentration of less than 0.02; or
   (2) 24 hours have elapsed following the reasonable suspicion determination.

c. In the event a reasonable suspicion determination of alcohol and/or drugs is made by a supervisor, the CDL driver must submit to an alcohol and/or controlled substances test. However, the supervisor making such a determination will not conduct the alcohol or drug test on the CDL driver. Documentation of the basis for the reasonable suspicion to require an alcohol or drug test must be completed and signed by the supervisor within 24 hours of the reasonable suspicion determination or before the test results are released, whichever is earlier.

d. The City of Oldsmar will ensure that each CDL driver's supervisor, or other person designated to make a reasonable suspicion determination, receives at least 60 minutes of training on alcohol misuse and 60 minutes of training on controlled substances use. The training must cover the physical, behavioral, speech, and performance indicators of alcohol misuse and use of controlled substances.

23.8 POST-ACCIDENT TESTING

As soon as practical following an accident involving a CMV, the City of Oldsmar will test each CDL driver for alcohol and controlled substances:

(1) who was performing a safety-sensitive function with respect to the vehicle where there is a loss of human life. Further, all drivers who performed safety-sensitive functions with respect to the vehicle involved must also be tested for alcohol and controlled substances as soon as practical; or

(2) who received a citation for a moving traffic violation arising from an accident, if the accident involved:

(a) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or

(b) one or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

The provisions of sub-paragraphs 2(a) and 2(b) shall not apply to an occurrence involving only boarding or alighting from a stationary motor vehicle, an occurrence involving only the loading or unloading of cargo, or an occurrence in the course of operation of a passenger car or multipurpose vehicle as defined by regulation unless the motor vehicle is transporting passengers for hire or hazardous materials of a type or quantity required by the vehicle to be marked or placarded by federal regulation.

(3) a post-accident alcohol test should be administered within two (2) hours following the accident, and a controlled substances test should be administered within 32 hours. Otherwise, a report shall be prepared and maintained on file for the FHWA describing why the tests were not promptly administered. If alcohol testing has not been done within eight (8) hours following the accident and controlled substance testing within thirty-two (32) hours, the City will cease all testing efforts and document why tests were not promptly administered.

(4) in lieu of administering a post-accident test itself, the City of Oldsmar may substitute a breath or blood test for use of alcohol and a urine test for use of drugs which is administered by on-site law enforcement personnel under their separate authority.

(5) no CDL driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident or until the driver undergoes a post-accident alcohol test, whichever occurs first.

(6) refusal - any CDL driver subject to post-accident testing who leaves the scene of an accident before a test is administered, drinks alcohol within eight (8) hours following the accident without first being tested, or fails to remain available for testing shall be deemed by the City of Oldsmar to have refused to submit to testing. Such refusal shall be treated as if the CDL driver had received a verified positive for controlled substances or has an alcohol test result of 0.04 or greater;

(7) while the employee should be tested within the required time frames, the City of Oldsmar is not required to delay necessary medical attention or prohibit the driver from leaving the scene of the accident so that assistance might be obtained. Otherwise, however, the driver must remain available so that testing can take place. Post-accident procedures and instructions are located in the glove compartment of every City of Oldsmar vehicle to which the policy applies.

23.9 FOLLOW-UP TESTING

a. If a CDL driver who tests positive for drugs or alcohol is permitted to continue employment with the City of Oldsmar, they will be evaluated by a DOT qualified substance abuse professional who will determine if professional assistance is needed to resolve the driver's misuse of alcohol and/or drugs. Any driver determined to need professional assistance must sign and comply with a return-to-work agreement and must comply with all rehabilitation guidelines advised by the drug abuse professional and outlined in Section 23.2. Otherwise, the employee will be immediately terminated. If it is determined that professional assistance is needed, the driver will be subject to unannounced follow-up alcohol and/or drug abuse testing.
b. A "recovering" CDL driver receiving assistance shall be subject to a minimum of six (6) unannounced follow-up alcohol and/or controlled substances tests within the first 12 months following the CDL driver's return to duty. The DOT qualified substance abuse professional may direct additional tests during this period and may direct testing be continued up to a total of 60 months.

23.10 RETURN TO DUTY TESTING

Before a driver returns to duty requiring a safety-sensitive function, the employee will not be permitted to work unless a retest demonstrates:

a. an alcohol re-test shows a level of less than 0.02; or
b. a controlled substance test is negative.

The employee will be retested for alcohol or controlled substances, depending upon which test was initially positive.

23.11 CDL DRIVER AND SUPERVISORY PROHIBITIONS

a. Alcohol Concentrations

(1) It is a violation of this policy for any CDL driver to report for duty or remain on duty requiring the performance of safety-sensitive functions with an alcohol concentration of 0.04 or greater.

(2) It is a violation of this policy for a supervisor or manager, with actual knowledge that a driver has an alcohol concentration of 0.04 or greater, to permit the CDL driver to perform or continue to perform safety-sensitive functions.

(3) CDL drivers having an alcohol concentration of 0.02 or greater, but less than 0.04, shall be immediately relieved of safety-sensitive functions and not permitted to perform such functions until at least 24 hours later or until a retest shows an alcohol concentration of less than 0.02.

b. Alcohol Possession

(1) No CDL driver shall be on duty or operate a CMV while the driver is in possession of alcohol.

(2) No supervisor or manager, having actual knowledge that a CDL driver is in possession of alcohol, may permit a CDL driver to drive or continue to drive a CMV.

c. On-Duty Alcohol Use

(1) No CDL driver shall use alcohol while performing safety-sensitive functions.

(2) No supervisor or manager, having actual knowledge that a CDL driver is using alcohol while performing safety-sensitive functions, shall permit the CDL driver to perform or continue to perform safety-sensitive functions.

d. Pre-Duty Use

(1) No CDL driver shall perform safety-sensitive functions within four (4) hours after using alcohol.

(2) No supervisor or manager, having actual knowledge that a CDL driver has used alcohol within four (4) hours, shall permit such driver to perform or continue to perform safety-sensitive functions.

e. No CDL driver required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident or until they undergo a post-accident alcohol test, whichever occurs first.

f. Use of Controlled Substances

(1) No CDL driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the CDL driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the CDL driver that the prescribed substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle (CMV). For the purposes of this section, a CDL driver who has a verified positive drug test shall be deemed to have reported for or remained on duty following the use of a controlled substance.

(2) No supervisor or manager, having actual knowledge that a CDL driver has used a controlled substance, shall permit the CDL driver to perform or continue to perform a safety-sensitive function. This situation shall be immediately reported to the Medical Review Officer (MRO). The Medical Review Officer (MRO) will call the employee's physician to determine whether the use of the controlled substance results in the employee not being able to perform the essential function of their job or creates a direct threat to the safety or welfare of themselves or others in the workplace.

(3) A CDL driver shall inform a supervisor or the City of Oldsmar's Human Resources Director of any therapeutic drug use which results in the employee not being able to perform the essential functions of their job or which creates a direct threat to the safety or welfare of themselves or others in the workplace. The City of Oldsmar will try to reasonably accommodate an employee in this situation so long as it does not create an undue hardship.

g. Controlled Substances Testing

(1) No CDL driver shall report for duty, remain on duty, or perform a safety-sensitive function if the CDL driver tests positive for controlled substances or has adulterated or substituted a test specimen for controlled substances.

(2) No supervisor or manager, having actual knowledge that a CDL driver has tested positive for controlled substances, shall permit the driver to perform or continue to perform safety-sensitive functions.

23.12 REQUIRED REPORTING OF RESULTS

a. The City of Oldsmar shall prepare and maintain an annual calendar year summary of the results of its CDL testing program.
b. If the City of Oldsmar is notified by the Federal Motor Carrier Safety Administration during January of a given year to submit its results, it shall do so prior to March 15th of that year.
c. The City of Oldsmar's summary of results will be in the format prescribed by Federal Regulations.
d. The City of Oldsmar shall ensure the accuracy and timeliness of each submitted report.

23.13 DISCIPLINARY ACTIONS FOR POLICY VIOLATIONS

Employees found in violation of this policy are subject to discipline, up to and including termination. Any employee found in violation of this policy must be seen and evaluated by an EAP professional prior to being returned to perform safety-sensitive functions for the City of Oldsmar. Additionally, any CDL driver found in violation of this policy shall agree, as a term and condition of their continued employment, to complete a drug and/or alcohol treatment program prescribed by their EAP counselor and return to work testing with a concentration of less than 0.02 and with a verified negative test result for controlled substances. The Secretary of Transportation may also assess a civil penalty against the employee if the employee's actions were grossly negligent or showed a reckless disregard for safety.

23.14 PROMULGATION OF POLICY ON MISUSE OF ALCOHOL AND USE OF CONTROLLED SUBSTANCES

a. General Requirements

(1) The City of Oldsmar will provide educational materials explaining the requirements of the FMCSA and this policy.
(2) A copy of the above-described educational materials will be provided to each driver before the start of required testing and to each CDL driver subsequently hired or transferred into a position requiring the driving of a CMV.

b. Content of Educational Materials

Educational materials made available to CDL drivers will include a detailed discussion of at least the following:

(1) the identity of the person designated by the City of Oldsmar to answer CDL driver's questions about the materials;
(2) the categories of drivers who are subject to the FMCSA rule;
(3) sufficient information about the safety-sensitive functions performed by drivers to make clear the periods of the workday the driver will be required to comply with the FMCSA rule;

(4) specific information describing conduct that is prohibited by the FMCSA rule;
(5) circumstances under which CDL drivers will be tested for alcohol and/or controlled substances under the FMCSA rule;
(6) post-accident procedures and instructions prior to initial operation of a commercial motor vehicle;
(7) the procedures that will be used to:
    (a) test for the presence of alcohol or controlled substances;
    (b) protect the driver and integrity of the testing processes;
    (c) safeguard the validity of the test results; and
    (d) ensure those results are attributed to the correct driver.
(8) the requirement that a driver submit to alcohol and controlled substances tests administered in accordance with the FMCSA rule;
(9) an explanation of what constitutes a refusal to submit to an alcohol or controlled substances test and the attendant consequences;
(10) the consequences for CDL drivers found to have violated the FHWA prohibitions, including immediate removal from safety-sensitive functions and required referral, evaluation, and treatment procedures;
(11) the consequences for drivers found to have an alcohol concentration of 0.02 or greater, but less than 0.04;
(12) information concerning:
    (a) the effects of alcohol and controlled substances use on an individual's health, work, and personal life;
    (b) signs and symptoms of an alcohol or a controlled substances problem (the driver's or co-worker's); and
    (c) available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to an EAP program, and referral to management.



May you be proud of the work you do, the person you are, and the difference you make.

OLDSMAR
TOP OF THE BAY

Employee Personnel Policies and Procedures Updates- June 2026

Section Number	Section Title	Notes
1	General Provisions	None
2	Definitions	None
3	Wage and Pay Plan	Defines exempt employees and clarified when leave time is charged
4	Recruitment and Employment	Grammatical updates
5	Entrance Exams	None
6	Promotions	Clarified promotional process
7	Appointments, Transfer, Demotions and Reinstatements	Defined appropriate department, struck notification section, defined affect on involuntary demotions, clarified employee referral qualifications
8	Probation	Removed notfication timeframe
9	Separation	Clarified procedure for exit interview and returning city property
10	Grievances	None
11	Types of Leave	Added Leave Donations to 11.1, added medically necessary to Leave Donations, added criteria on bereavement leave, included Leave Without Pay Policy to 11.11, clarified leave donations, clarified time used beyond bereavement leave
12	Retirement	None
13	Insurance	None
14	Travel	Updated travel procedures and associated forms, updated meal policy to per diem
15	Tuition Reimbursement	Updated Tuition Reimbursement eligibility, capped reimbursement, clarified payback
16	Records and Reports	None
17	Safety, Accidents and Workers Compensation	Clarified WC procedures and idenified what is considered compensable
18	General Rules and Regulations	Removed inquiries form the press paragraph, added consequences for not responding during an emergency
19	Conduct of Employees	Added language to dress code expectations, clarified breaks, clarified when a loss of DL can be accomodated, added timeframe on reporting serious incidents, updated Weapons section to include firearms in the Workplace, defined appropriate use of City Branding, updated use of City Vehicles, grammatical changes with some to align with state-mandated requirement.
20	Participation in Employee Organizations	None
21	Code of Conduct and Disciplinary Measures	Provided clarity on offenses, updated attendance guide and other areas to align with expectations and current practices.
22	Drug and Alcohol Policy	Included "alcohol" under reasonable suspicion testing
23	Controlled Substanced and Alcohol Use and Testing Policy for Commerical Motor Vehicle Drivers	None

CITY OF OLDSMAR
CITY COUNCIL
AGENDA ITEM
COVER MEMO

TO: Felicia Donnelly, City Manager

FROM: Tatiana Childress, Director of Planning & Redevelopment

DATE: June 16, 2026

AIR #: AIR-3933

SUBJECT: Consider adoption of Resolution 2026-13, 2025 Concurrency Test Statement

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BACKGROUND
The intent and purpose of concurrency is to ensure that public facilities and services needed to support development are available concurrent with the impacts of such development. Public facilities and services shall be available at the time of development impact; development will not degrade the adopted levels of service (LOS) for facilities or services as adopted in the Comprehensive Plan; and development orders or development permits shall not be issued if development will degrade levels of service. This agenda item presents the 2025 Concurrency Test Statement in accordance with the Land Development Code, Article XI, Section 11.2.2, Concurrency Test Statement and Monitoring System.

STRATEGIC GOAL
Quality of Place (Infrastructure, Transportation, Parks and Recreation)

COMMUNITY ENGAGEMENT
Involve

ADVISORY BOARD RECOMMENDATION
The Planning Board met on June 11, 2026 and recommended that City Council adopt the 2025 Concurrency Test Statement as presented by a vote of 7 to 0.

RECOMMENDED MOTION
Adopt Resolution 2026-13, 2025 Concurrency Test Statement.

ATTACHMENTS

Res. 2026-13 (Adopting 2025 Concurrency Test Statement) - revised (PDF)
2025 Concurrency Test Statement Staff Report (PDF)
2025 Concurrency Test Statement (PDF)

RESOLUTION 2026-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLDSMAR, FLORIDA, ADOPTING THE 2025 CONCURRENCY TEST STATEMENT PURSUANT TO THE REQUIREMENTS OF SECTION 11.2.2.2 OF ARTICLE XI OF THE LAND DEVELOPMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City of Oldsmar's Comprehensive Plan establishes the Level of Service for public facilities and services; and

WHEREAS, the City of Oldsmar adopted a Concurrency Management System through its adoption of Ordinance 91-04; and

WHEREAS, the Land Development Code ensures that the adopted Level of Services for transportation facilities, potable water, sanitary sewer, solid waste, parks and recreation and drainage are maintained prior to issuance of a development order or development permit; and

WHEREAS, the Land Development Code requires the Concurrency Test Statement be updated annually.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OLDSMAR, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED, AS FOLLOWS:

Section 1. That the 2025 Concurrency Test Statement attached hereto as Exhibit "A" is hereby adopted pursuant to the requirements of Section 11.2.2.2 of Article XI, of the Land Development Code.

Section 2. That this Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF OLDSMAR, FLORIDA, THIS _____ DAY OF _____, 2026.

_____

Katherine A. Gannon, Mayor
City of Oldsmar

ATTEST:

Kristin Garcia, CMC
City Clerk
City of Oldsmar

APPROVED AS TO FORM:

Thomas J. Trask, B.C.S.
City Attorney
City of Oldsmar

MEMORANDUM

TO: Felicia Donnelly, City Manager

FROM: Tatiana Childress, AICP, CFM, Planning and Redevelopment Director

DATE: May 18, 2026

SUBJECT: 2025 Concurrency Test Statement

BACKGROUND: The intent of concurrency is to ensure that public facilities and services needed to support development are available concurrent with the impacts of such development. Public facilities and services shall be available at the time of development impact; development will not degrade the adopted Levels of Service (LOS) for facilities or services as adopted in the Comprehensive Plan; and development orders or development permits shall not be issued if the proposed development is expected to degrade levels of service.

The following list includes public facilities and services for which level of service standards have been adopted or best management practices established: transportation facilities, potable water, sanitary sewer, solid waste, parks and recreation, and drainage.

An annual submittal of a Concurrency Test Statement by the Planning and Redevelopment Department to the City Manager is required by Section 11.2 of the Land Development Code. The Statement, after review by the Planning Board, shall be conveyed to the City Council for adoption by resolution. The Statement provides the expected impacts of approved developments on the City's public facilities and services and the remaining capacities.

There were two new development projects approved in 2025

- SP23-02 – 500 St. Petersburg Drive (Odeon) – 82 Townhomes, including 18 live-work units
- SP24-01 – 760 Brooker Creek - New 68,000 sq. ft. warehouse development

Modifications or adjustments to the previously approved site development plans (Major and Minor amendments) are reviewed by the Technical Review Committee (TRC) to ensure that the changes do not degrade public facilities or services below an acceptable LOS. Typically, these applications are not included in this report since the requested amendments are usually very minor.

RECOMMENDATION: Recommend that the City Council adopt the 2025 Concurrency Test Statement in accordance with Land Development Code, Article XI, Section 11.2, Concurrency Test Statement and Monitoring System.

Attachments: 2025 Concurrency Test Statement.

2025 Concurrency Test Statement for the City of Oldsmar

Intent and Purpose

The purpose of concurrency is to ensure that public facilities and services needed to support development are available concurrent with the impacts of that development. Public facilities and services must be available at the time development impacts occur, and development shall not reduce the adopted Level of Service (LOS) standards established in the Comprehensive Plan. Development orders or permits shall not be issued if the proposed development is expected to degrade the established levels of service.

The Planning and Redevelopment Department, in coordination with the Technical Review Committee (TRC), establishes and maintains a concurrency management and monitoring system to track the status of public facilities and services and to prepare concurrency test statements.

The remaining capacity identified for each public facility and service in the annual concurrency test statement is determined by evaluating existing demand together with committed impacts from approved developments, including multi-year and phased development proposals, developments of regional impact, development agreements, and similar projects. These calculations are based on data maintained within the concurrency monitoring system, information provided by individual City departments, and reasonable projections regarding project buildout, population growth, and other planning considerations consistent with accepted planning practices. The calculations and projections supporting these determinations are summarized in the following sections of this report.

Population and Annexation

The estimated 2025 population for the City, as reported by the Bureau of Economic and Business Research (BEBR) at the University of Florida, is 14,870 residents. This reflects a decrease of 18 residents compared to the 2024 estimated population of 14,888. There were no annexations completed during the reporting period.

Transportation Facilities

In 2016, the City of Oldsmar adopted the Pinellas County Mobility Management System Plan, which provides a more flexible and efficient alternative to the traditional form of concurrency management. Unlike the traditional system—where development approvals are tied directly to maintaining adopted roadway level of service (LOS) standards, this plan evaluates development impacts based on the number of trips added to the roadway network, to determine whether a Transportation Management Plan (TMP) is required.

Policies pertaining to the application of the Mobility Management System Plan are listed below.

a) All development projects generating new trips shall be subject to payment of a multi-modal impact fee.
b) Development projects that generate between **51 and 300** new peak hour trips on deficient roads shall be classified as tier 1 and required to submit a transportation management plan (TMP) designed to address their impacts while increasing mobility and reducing the demand for single occupant vehicle travel.
c) Development projects that generate **more than 300** new peak hour trips on deficient roads shall be classified as tier 2, required to conduct a traffic study, and submit an accompanying report and TMP based on the report findings.
d) Multi-modal impact fee assessments may be applied as credit toward the cost of a TMP.
e) A traffic study and/or TMP for a development project not impacting a deficient road corridor shall be required if necessary to address the impact of additional trips generated by the project on the surrounding traffic circulation system.
f) Deficient roads are defined as those operating at peak hour level of service (LOS) E and F and/or volume-to-capacity (v/c) ratio **0.90 or greater**, unless a mitigating improvement is scheduled for construction within three years.
g) Multi-modal impact fee revenue shall be utilized to fund multi-modal improvements to local, county or state facilities that are consistent with the comprehensive plan as well as the Metropolitan Planning Organization (MPO) Long Range Transportation Plan.
h) The City shall work cooperatively with the MPO, Pinellas County and other local governments to complete the biennial update of the Multi-modal Impact Fee Ordinance through the MPO planning process, which includes review by the MPO Technical Coordinating Committee and MPO Policy Board.

Identification of Deficient Facilities/Level of Service

To identify deficient Transportation Facilities, the City of Oldsmar continues to utilize Level of Service (LOS) classification. The adopted LOS for Transportation Facilities for arterial and collector roadways shall operate at a peak hour LOS D, except minor arterials shall operate at a peak hour LOS E. A facility operating at peak hour LOS of E, F, or a Volume to Capacity Ratio (V:C) of 0.9 or higher is considered deficient. Roads with a V:C ratio less than 0.9 are assigned an LOS of B, C, or D. Roads with a V:C ratio greater than 0.9 are assigned an LOS of E or F.

The LOS data presented in *Table 1* was derived from the 2025 Annual Level of Service Report completed by Forward Pinellas, using the 2024 Data Year, and Hillsborough County 2022 Multimodal Level of Service (MMLOS) Report. **Appendix B** includes Forward Pinellas LOS map for the reporting year.

Table 1: Level of Service Matrix

Facility Segment	Road Type	Length (mi.)	AADT	V:C Ratio	Facility LOS
Commerce Blvd (Tampa Rd to Douglas Rd)	2 Undivided	0.18	4,900	0.34	C
Curlew Rd (SR 584 | Tampa Rd to McMullen Booth Rd)	6 Divided	0.94	19,900	0.34	C
Douglas Rd (Commerce Blvd to Race Track Rd)	2 Undivided	0.96	4,900	0.34	C
Forest Lakes Blvd (Tampa Rd to SR 580)	2 Divided	0.47	19,000	1.32	F
Forest Lakes Blvd (Tampa Rd to Pine Ave)	4 Divided	0.84	22,191	0.58	C
Forest Lakes Blvd (Pine Ave to Hillsborough County Line)	2 Divided	1.31	22,191	0.58	C
Race Track Rd (Hillsborough Ave to Linebaugh Ave)	6 Divided	1.56	26,276	0.46	C
SR 580: (Kendale Dr to Forest Lakes Blvd)	4 Divided	1.34	34,700	0.82	C
New SR 580 (Forest Lakes Blvd to SR 584 | Tampa Rd)	4 Divided	1.12	20,100	0.53	C
SR 584 | Tampa Rd (Hillsborough County Line to New SR 580)	8 Divided	0.86	56,750	0.72	C
SR 584 | Tampa Rd (New SR 580 to Curlew Rd)	6 Divided	2.11	49,500	0.86	C
Tampa Rd (Curlew Rd to Eastlake Rd)	6 Divided	1.22	40,142	0.69	C

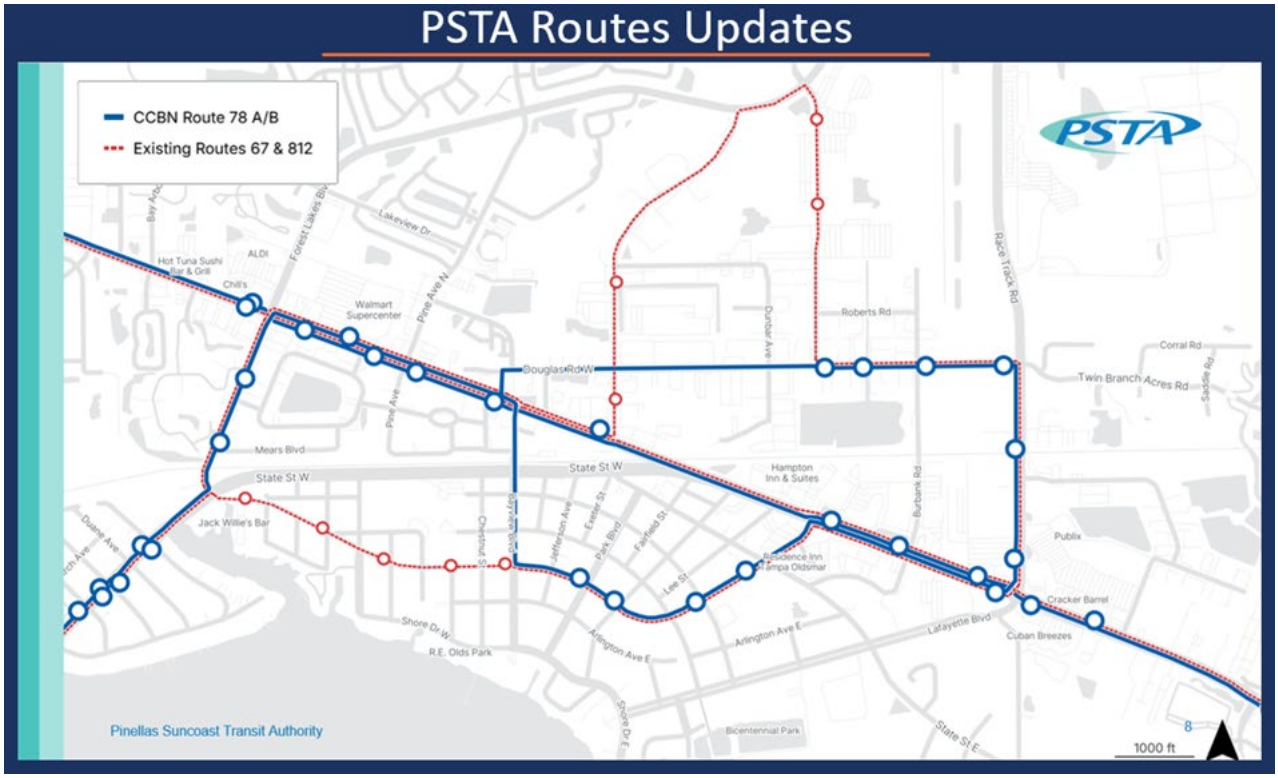
Forward Pinellas *2025 Level of Service Report (2024 Data Year).*

Hillsborough County *2022 Multimodal Level of Service Report*

Appendix C provides Forward Pinellas map of the deficient facilities within Pinellas County. There is only one deficient facility located within the corporate limits of Oldsmar for the reporting period: Forest Lakes Blvd (from Tampa Rd to SR 580).

Mass Transit

In 2025, the Pinellas Suncoast Transit Authority (PSTA) implemented updates to several existing bus routes, including HART Route 67 and PSTA Route 812, as part of the transition to the Connected Community Bus Network (CCBN). The CCBN is a redesigned regional transit network intended to improve overall service efficiency, optimize ridership, and enhance transit coverage throughout the service area. As part of these systemwide improvements, Routes 67 and 812 were consolidated and replaced with the new PSTA Route 78 A/B. The updated route structure was developed to streamline several older and less efficient route patterns and provide more direct and reliable transit service connections between Pinellas and Hillsborough Counties.



See **Appendix D** for the updated route maps.

Truck Routes

The entire lengths of State Road 580, State Road 584, Curlew Road, and Commerce Boulevard through the City are designated as truck routes by Forward Pinellas. Forest Lakes Boulevard, between SR 580 and Tampa Road, is also a truck route. See **Appendix E** for the designated truck route map.

Development Impacts

There were two new development projects approved in 2025:

- SP23-02 – 500 St. Petersburg Drive (Odeon) – An 82-unit townhome development, including 18 live-work units.
- SP24-01 – 760 Brooker Creek Boulevard – A new 68,000-square-foot warehouse development.

500 St. Petersburg Drive (Odeon)



The Odeon development (SP23-02) is a 6.20-acre mixed-use residential project located at 500 St. Petersburg Drive consisting of 82 townhome units, including 18 live-work units, together with associated amenities, parking, landscaping, internal roadways, and supporting infrastructure improvements. The project received site plan approval in 2025 and is currently under construction. As part of the review process, the applicant received a partial parkland dedication credit pursuant to Section 10.3 of the Land Development Code based on the provision of on-site amenities and green space, with the remaining required parkland dedication fee paid to the City.

Concurrency analyses completed for the project confirmed that adequate public facilities and services are available to support the proposed development at full buildout. The project is projected to generate an estimated potable water demand of approximately 26,000 gallons per day (GPD) and approximately 20,500 GPD of wastewater flow, both of which can be accommodated within the existing capacities of the City's Reverse Osmosis (RO) Water Plant and wastewater collection and reclamation systems. The development also includes a privately designed stormwater management system and participated in the City's CRA stormwater buy-in

program through payment of a $170,025.57 stormwater buy-in fee prior to vertical construction. In addition, the Traffic Impact Statement determined that all study roadway segments are expected to continue operating at Level of Service (LOS) C during the PM peak hour under 2025 conditions, which exceeds the City's adopted Comprehensive Plan standard of LOS D. Solid waste services for the development will be provided through curbside collection using roll-out containers.

760 Brooker Creek Boulevard





The proposed development at 760 Brooker Creek Boulevard consists of a 68,000-square-foot dock-high warehouse facility located west of Brooker Creek Boulevard within the M-1, Limited Manufacturing zoning district. The property is part of the former Tampa Bay Park of Commerce Development of Regional Impact (DRI) and carries an Industrial Limited (IL) Future Land Use designation, which supports light industrial, warehousing, and employment-generating uses. The project is speculative construction, with no specific tenant currently identified, and is intended to accommodate general warehouse and distribution operations compatible with the surrounding industrial and business park area.

Concurrency analyses completed for the project indicate that adequate public facilities and services are available to support the proposed development. Based on the estimated demand rate of 0.1 gallons per day per square foot, the development is projected to generate approximately 6,800 gallons per day (GPD) of potable water demand and an equivalent 6,800 GPD of wastewater flow. Peak sanitary sewer demand was evaluated using a PF3 peaking factor, resulting in an estimated peak flow of approximately 14.2 gallons per minute (GPM). Traffic analysis prepared using the Institute of Transportation Engineers (ITE) Trip Generation Manual, 6th Edition, Land Use Category 130 (Industrial Park), estimates that the project will generate approximately 473 average daily trips (ADT). The proposed warehouse facility is consistent with the industrial development pattern of the area and can be accommodated within the City's existing utility and transportation infrastructure systems.

Water Facilities

Potable Water

The City of Oldsmar owns and maintains its own potable water production system through the Reverse Osmosis Water Treatment Plant. The City's capacity remains at two million gallons per day (mgpd). The City's adopted LOS for potable water is 100 gpd per person. The City has 5,795 potable water connections, with an average daily use of 1.287 mgd. The capacity used is 64%.

In the 2024-2025 fiscal year, the City Council budgeted the following:

- Citywide Water Meter Replacement
- Acidizing and Backplugging Production Wells
- Technology Improvements

Sanitary Sewer

The City of Oldsmar owns and maintains its own wastewater treatment facility which is in good condition. The Oldsmar Water Reclamation Facility is a 2.25 - mgd Bardenpho five stage biological treatment plant. The City's adopted LOS for sanitary water is a minimum of 125 gpd per capita. The City treats a daily average of 1.742 mgd and a capacity use of 77.4%.

In the 2024-2025 fiscal year, the City Council budgeted the following:

- Sewer Lining
- Trailer-mounted Main Lift Station Emergency Bypass Pump
- Lift Station Rehabilitation
- Technology Improvements
- WFR Control Building Improvements Design

Reclaimed Water

In 2025, the City average daily use was 0.775 mgd and operated at a capacity of 22.1%. On December 18, 2012, the City Council adopted ORD2012-11 which required property owners that had access to the reclaimed water system to pay a service availability charge, if they were not connected to the available system. This fee was raised to $5.43 in October 01, 2025.

Drainage

The City is a co-applicant with Pinellas County for the stormwater management permit requirements of the National Pollutant Discharge Elimination System (NPDES) under the Florida Department of Environmental Protection (FDEP). The Southwest Florida Water Management District (SWFWMD) and the Department of Environmental Protection issue permits to development applicants and the City. The City's regulations are applicable to all instances of land subdivision and are implemented through a plat approval process that is contained in the Land Development Code (LDC). The City also regulates drainage through the LDC. The drainage plan requirements provide for the adequate disposal of stormwater and protection of adjoining properties from damage due to stormwater runoff.

In the 2024-2025 fiscal year, the City Council budgeted the following:

- Completion of the Stormwater Master Plan
- Douglas Road Improvements (Stormwater)
- Design of State Street Ditch Reconstruction Project
- Design of South Oldsmar Infrastructure Project (stormwater)

Solid Waste and Recycling

The City continued contracting solid waste services to Coastal Waste & Recycling through the end of fiscal year 2025, to provide solid waste services to all residential and nonresidential customers within the City and recycling services for residential and City facilities. Solid waste service for residential customers is twice per week, including bulk solid waste, and recycling is provided weekly. There are approximately 3,663 sites receiving recycling services. The City's adopted LOS is 8.9 pounds per day. The tonnage and waste rates can be found in the matrix below.

Table 2: Tonnage and Waste Rates Matrix

Generator	Waste Tons	Recycling Tons
Residential	5,539.49	789.86
Commercial	7,661.89	
Industrial	4,964.00	
Total	18,186.38	789.86

Parks and Recreation

The City's Parks and Recreation Department maintains all City-owned parks so that all residents and visitors may enjoy a safe and convenient place for outdoor activities. City properties are maintained through a regular maintenance program and all playground equipment is inspected on a regular basis to ensure safe working order. The City owns over 200 acres of parkland, all connected through the 10-mile Oldsmar Trail system. The National Park and Recreation Association no longer provides LOS standards for communities. Instead, they provide direction that service standards should encompass the uniqueness found in every community based on its size and the individual needs and desires of its residents. Table 3 below represents the City's recreation system inventory. **APPENDIX F** includes City of Oldsmar Parks and Recreation Map.

In the 2025-2026 fiscal year, the City Council budgeted the following:

- Resurface BMX Turns
- Retrofit Sports Lighting to LED at Oldsmar Sports Complex
- Retrofit Sports Lighting to LED at Bicentennial Park
- R.E. Olds Park Repairs
- Replace Marquee at Bicentennial Park
- Install Batting Cage at Oldsmar Sports Complex
- Council Building Electrical Upgrade
- Guardrail Installation Bicentennial Park
- Bench, Trash Can, Picnic Table Replacement Sheffield Park
- Stand On Blower
- Backhoe
- Field Roller
- Tow Behind Blower
- Rotary Mower
- Bucket Truck

Table 3: Oldsmar Parks and Facilities Total Count

Facilities	2024 Existing
Parks	11
Tennis Courts	4
Basketball Courts	3
Diamond Fields	9
Multi-Purpose Fields	4
Playgrounds	8
Fitzone	1
Dog Parks	2
Trail System	1
Zipline	1
Fishing Sites	3
Outdoor Sports Rink	1
Picnic Shelters	23
BMX Track	1
Disc Golf	1
Amphitheater	1
Boat Ramp	1
Bocce Court	2
Kayak / Canoe Launch	4
Community Garden	1
Pickleball Courts	3
Spray Park	1
Sand Volleyball Courts	1
Pier	1
Floating Docks	2

Planning & Redevelopment Department 2025 Approved Cases

Conditional Uses:
NA

Development Agreement:
NA

Land Use or Zoning Changes:
NA

Minor/Major Site Plan Amendments:
NA

Plats/Administrative Replats:
PLT23-04 – 500 St. Petersburg Drive (Odeon) Final Plat – 82 Townhomes, including 18 live-work units
PLT24-02 – Administrative replat for 511 Buckingham Avenue East

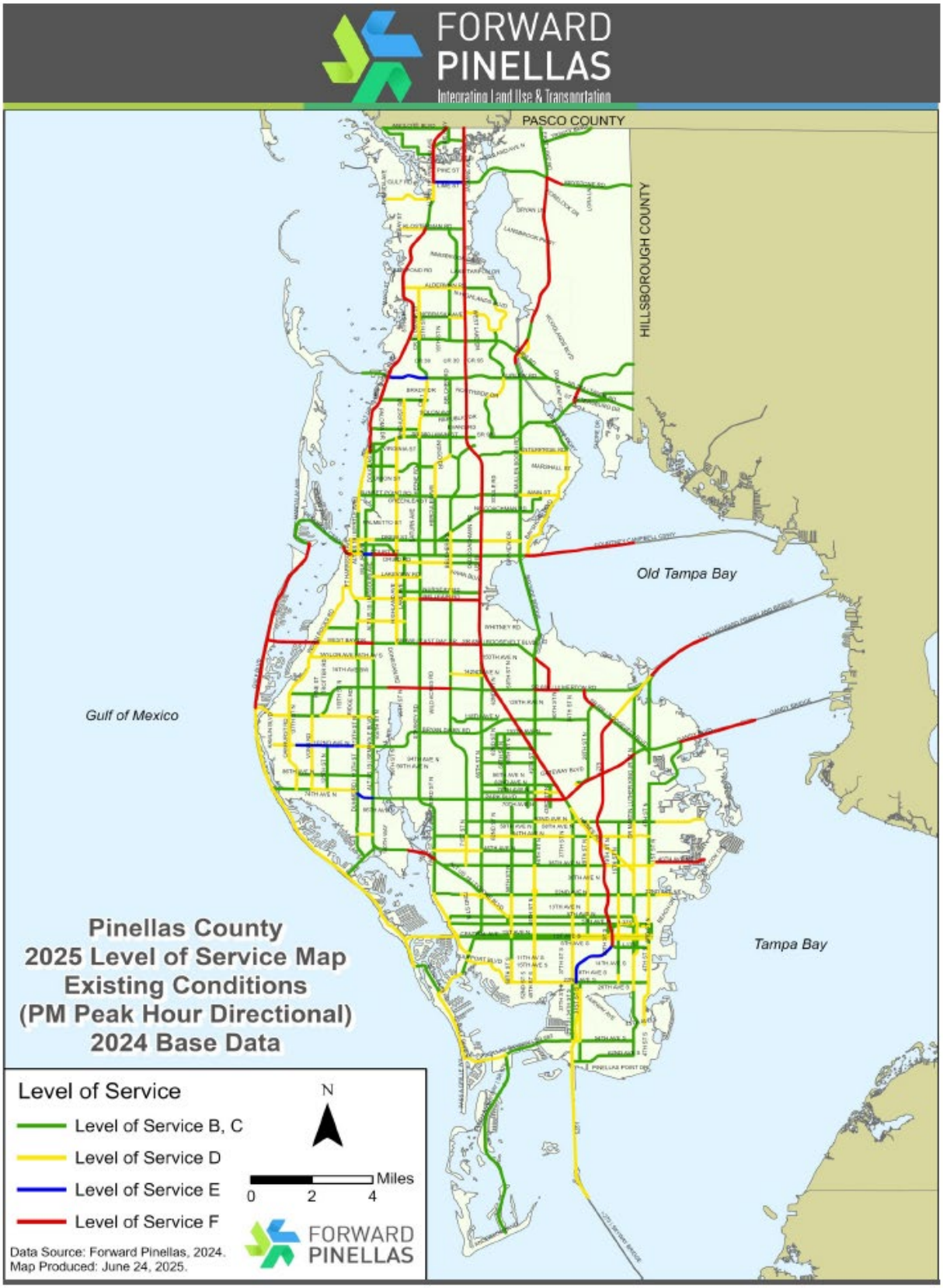
Simple Adjustments:
SA25-02 – 3771 Tampa Road (CVS)

Site Plans:
SP23-02 – 500 St. Petersburg Drive (Odeon) – 82 Townhomes, including 18 live-work units
SP24-01 – 760 Brooker Creek - New 68,000 sq. ft. warehouse development

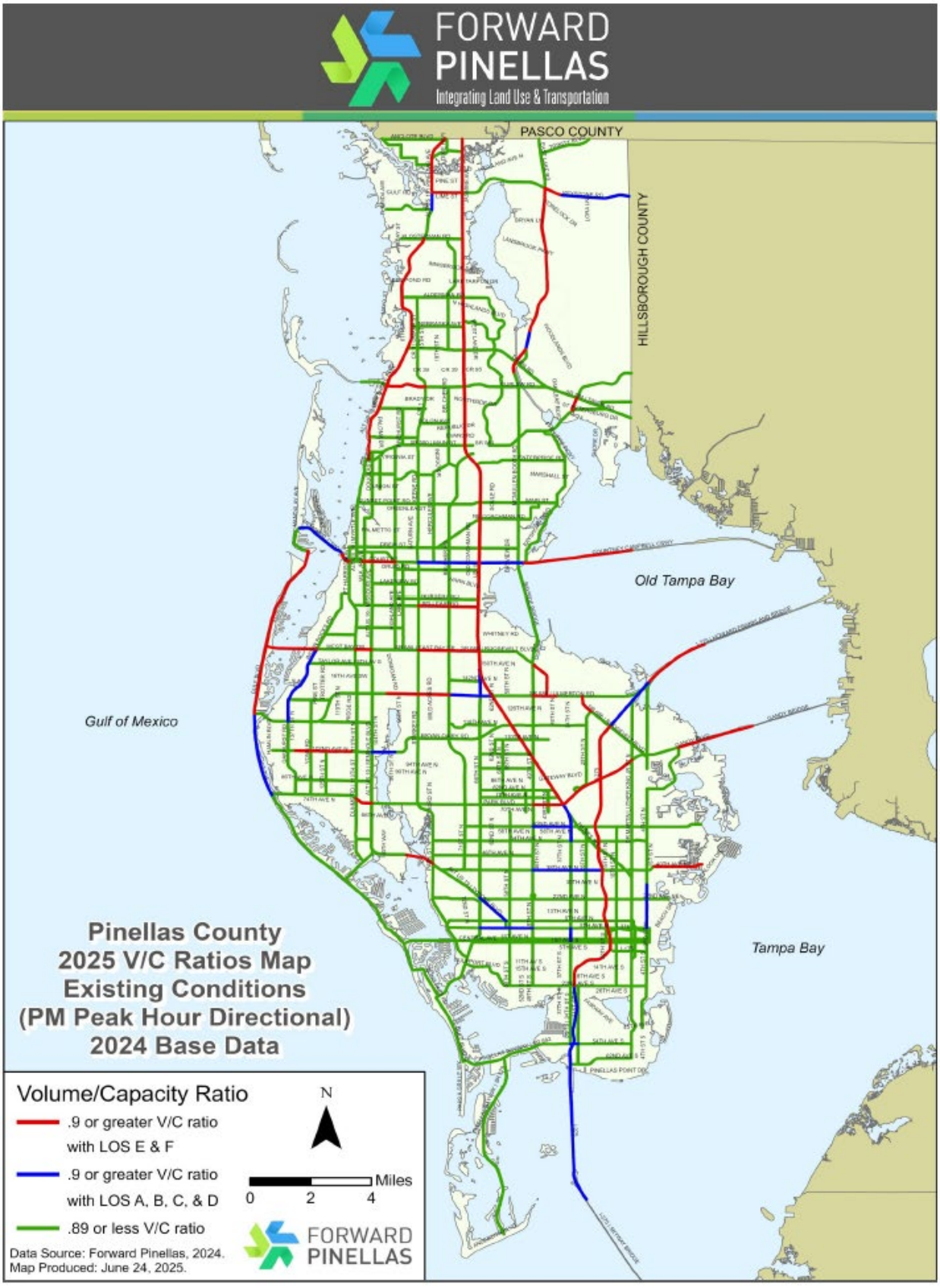
Variances:
VAR24-06 - 760 Brooker Creek - New 68,000 sq. ft. warehouse development
VAR25-01 - 302 Park Blvd
VAR25-02 - 374 Fountainview Cir
VAR25-03 - 501 St. Petersburg
VAR25-04 - 1763 Oak Pond

Annexation:
NA

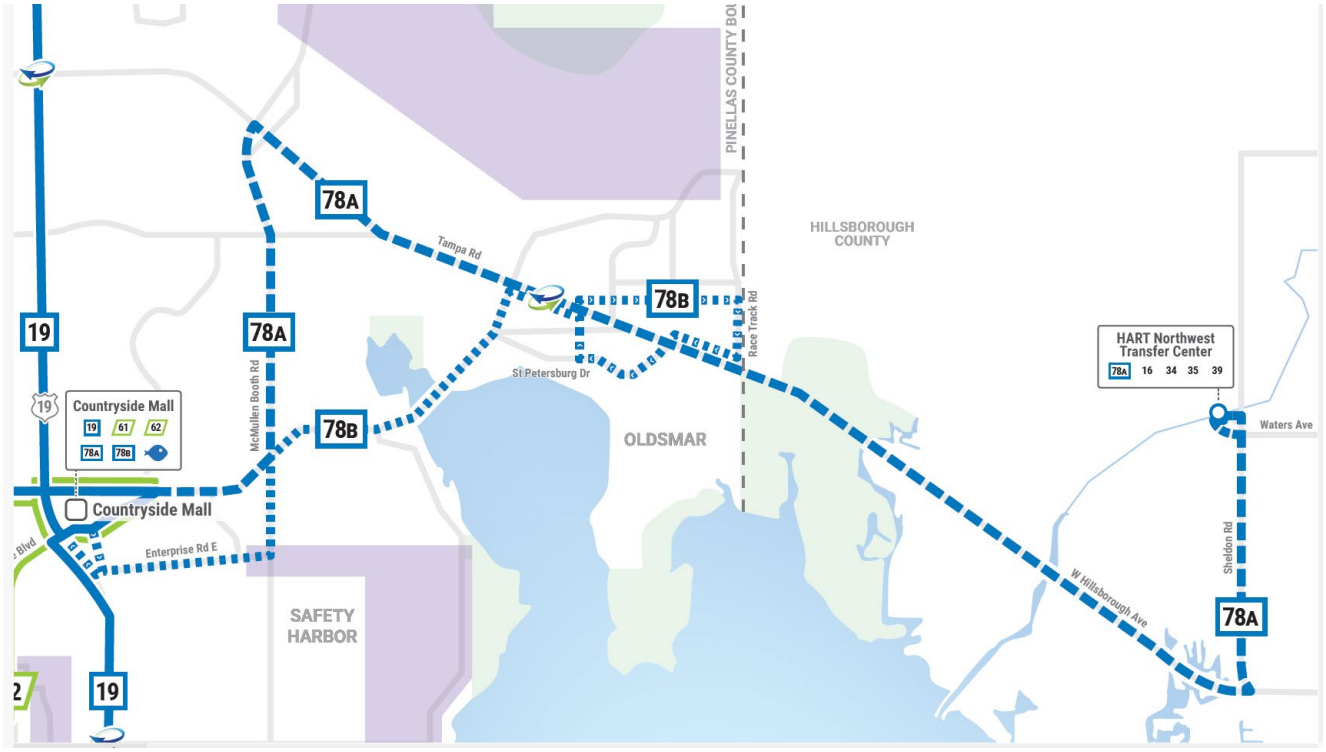
APPENDIX B – FORWARD PINELLAS LOS MAPS

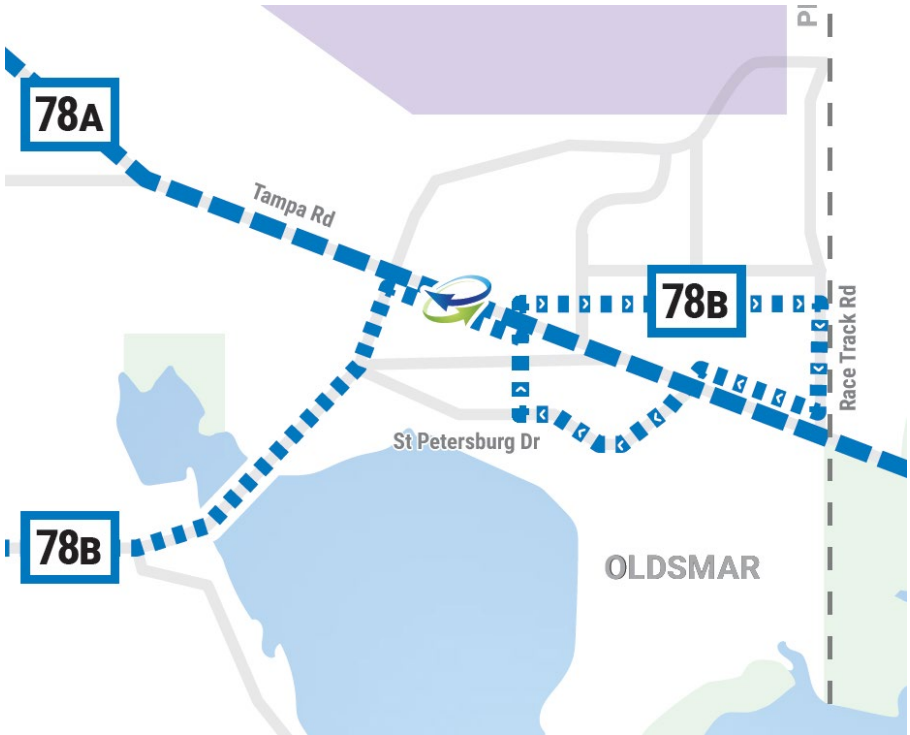


APPENDIX C – FORWARD PINELLAS DEFICIENT ROADWAYS MAP



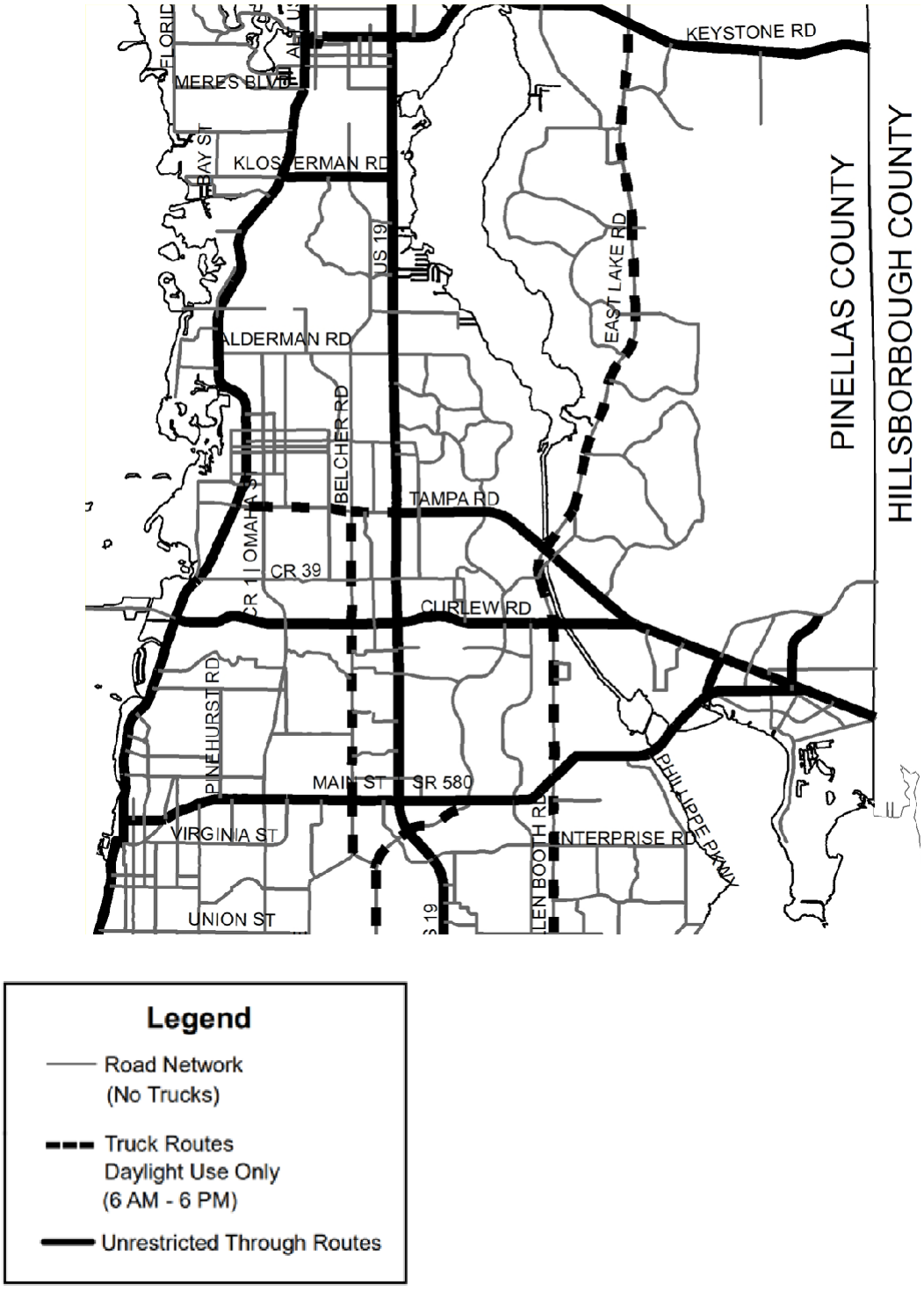
APPENDIX D – PINELLAS SUNCOAST TRANSIT AUTHORITY CITY OF OLDSMAR ROUTE MAPS[1]





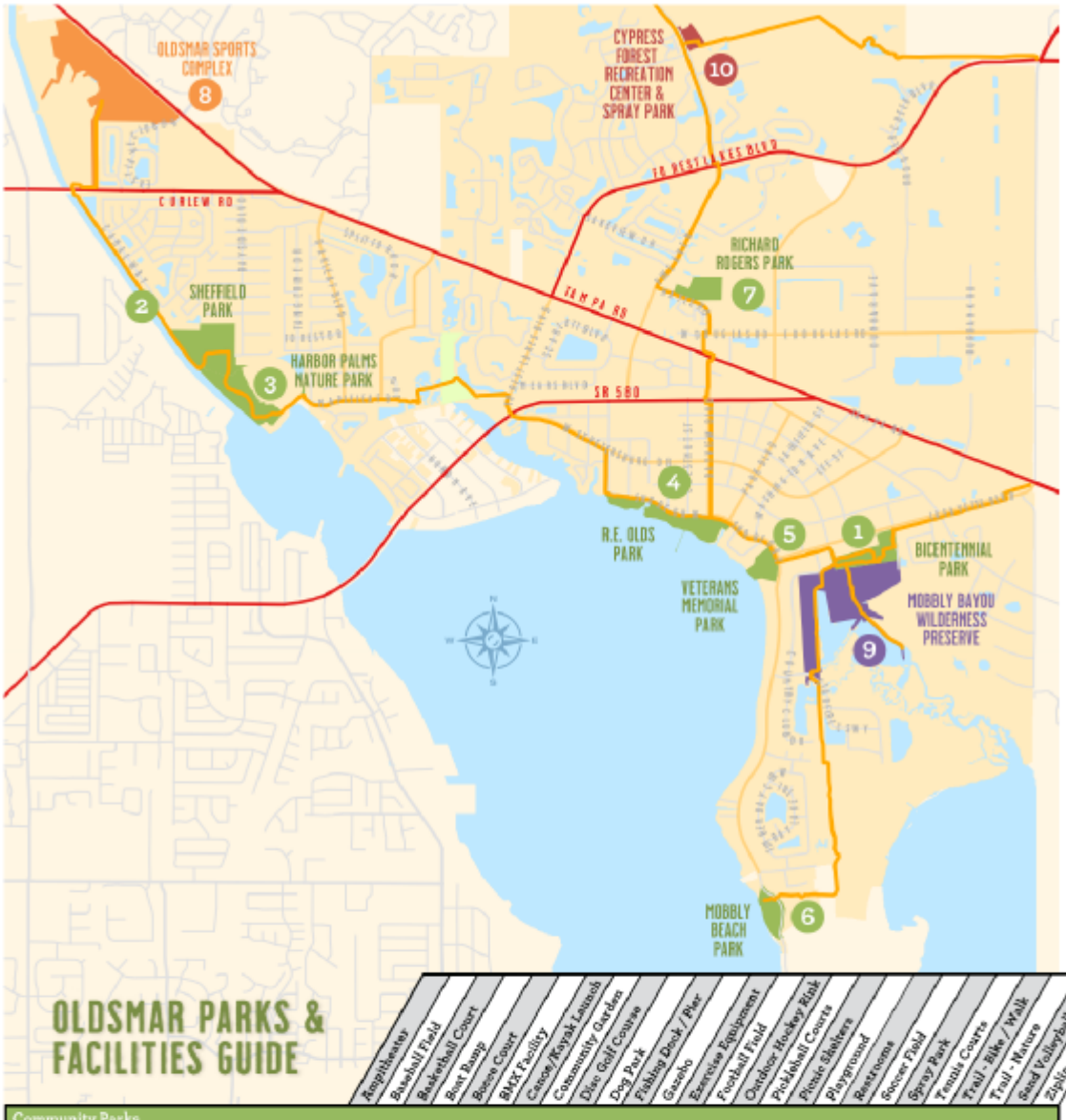
[1] www.psta.net/

APPENDIX E – FORWARD PINELLAS CITY OF OLDSMAR TRUCK ROUTES MAP[2]



[2] https://forwardpinellas.org/wp-content/uploads/2016/06/Truck-Route-Map.pdf

APPENDIX F – CITY OF OLDSMAR PARKS AND RECREATION MAP



OLDSMAR PARKS & FACILITIES GUIDE

		Amphitheater	Baseball Field	Basketball Court	Boat Ramp	Bocce Court	BMX Facility	Canoe/Kayak Launch	Community Garden	Disc Golf Course	Dog Park	Fishing Dock / Pier	Gazebo	Exercise Equipment	Football Field	Outdoor Hockey Rink	Pickleball Courts	Picnic Shelters	Playground	Restrooms	Soccer Field	Spray Park	Tennis Courts	Trail - Bike / Walk	Trail - Nature	Sand Volleyball Court	Zipline Course
Community Parks																											
1	Bicentennial Park			●	●				●					●			●	●	●	●				●	●			
2	Sheffield Park		●	●						●	●	●		●				●	●	●				●	●			
3	Harbor Palms Nature Park																								●			
4	R.E. Olds Park	●						●				●		●				●	●	●							●	
5	Veterans Memorial Park					●		●					●	●				●		●								
6	Mobbly Beach Park							●						●				●		●						●		
7	Richard Rogers Park			●														●	●									
Sports Complex																												
8	Oldsmar Sports Complex		●				●								●	●		●	●	●	●			●				
Nature Preserve																												
9	Mobbly Bayou Wilderness Preserve							●			●	●		●				●	●	●				●	●			●
Recreation Facilities																												
10	Cypress Forest Recreation Center & Spray Park												●				●		●		●		●					

CITY OF OLDSMAR
CITY COUNCIL
AGENDA ITEM
COVER MEMO

TO: Felicia Donnelly, City Manager

FROM: Cindy Nenno, Director of Administrative Services

DATE: June 16, 2026

AIR #: AIR-3916

SUBJECT: Consider adopting Resolution 2026-15, revising the budget for Fiscal Year 2025/2026, and approve the new pay plan and position grade assignments

---

BACKGROUND
Attached please find Resolution 2026-15, revision of the annual budget for Fiscal Year 2025/2026. The General Fund, Water/Sewer Operating Fund, and Stormwater Utility Fund require adjustment at this time.

In December, 2025, the City contracted with an outside consulting firm, Evergreen Solutions, LLC, to conduct a comprehensive classification and compensation study. The study was conducted to support the City's goals of maintaining internal pay plan alignment and externally competitive compensation. Mark Holcombe, Project Manager from Evergreen, presented an overview of the process, their findings, and recommendations during the May 19th Council meeting.

Also at the May 19th meeting, City Council accepted the presentation of findings and recommendations and authorized City staff to work with Evergreen on implementing the “Compa Ratio” option. This methodology realigns employees in their recommended salary ranges by maintaining the relationship to the midpoint that they have currently.

This current agenda item requests approval to implement the recommendations of the classification and compensation study, including adoption of the necessary budget amendment to fund the changes through September 30, 2026 and approval of the attached new pay plan and position grade assignments effective July 1, 2026.

STRATEGIC GOAL

Fiscal Responsibility

BUDGETARY IMPACT
While the impact on existing employee salaries for the remainder of the fiscal year is approximately $150,000 across all funds, no additional appropriations are required as sufficient funding is available through departmental reorganization efforts. In the General Fund, personnel services increases across various divisions will be offset by existing vacancies and the elimination of a vacant Recreation Programmer position in the Recreation Division. In the Water/Sewer Operating Fund, personnel services cost increases across various divisions will be offset by existing vacancies and through savings in the Water Reclamation Facility Division resulting from departmental reorganization and the under-filling of current authorized positions. In the Stormwater Utility Fund contingency reserves will be utilized to fund the necessary adjustments.

COMMUNITY ENGAGEMENT
Consult

RECOMMENDED MOTION
Adopt Resolution 2026-15, revising the budget for Fiscal Year 2025/2026, and approve the new pay plan and position grade assignments.

ATTACHMENTS
Resolution 2026-15 (PDF)
New Pay Plan (PDF)
Position Grade Assignments (PDF)

RESOLUTION 2026-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLDSMAR, FLORIDA, REVISING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; AUTHORIZING THE CITY MANAGER AND THE DIRECTOR OF ADMINISTRATIVE SERVICES TO REVISE THE EXISTING BUDGET.

WHEREAS, the City Council of the City of Oldsmar, Florida has approved a municipal budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026 and

WHEREAS, the City Council of the City of Oldsmar, Florida, is desirous of amending this budget by revising various revenues and expenditures;

NOW, THEREFORE be it resolved by the City Council of the City of Oldsmar, Florida, that the following revenues and expenditures be revised in the following manner based on review of the budget.

Section 1. The City Council of the City of Oldsmar, Florida has hereby revised the existing budget for Fiscal Year 2025/2026 in accordance with Schedule “A” as attached.

Section 2. This Resolution will take effect immediately upon passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF OLDSMAR, FLORIDA, THIS 16th DAY OF JUNE, 2026.

CITY OF OLDSMAR

_____
Katherine A. Gannon, Mayor

ATTEST:

_____
Kristin Garcia, CMC, City Clerk
City of Oldsmar

APPROVED AS TO FORM:

_____
Thomas J. Trask, B.C.S., City Attorney
City of Oldsmar

SCHEDULE "A"

2025/2026 BUDGET REVISION

GENERAL FUND

EXPENDITURES:	**Budget Revision**
RECREATION	
Personnel Services	($30,000)
OTHER DEPARTMENTS/DIVISIONS	
Personnel Services	$30,000
TOTAL EXPENDITURES	**$0**

WATER AND SEWER OPERATING FUND

EXPENSES:	**Budget Revision**
WATER RECLAMATION FACILITY	
Personnel Services	($10,000)
OTHER DEPARTMENTS/DIVISIONS	
Personnel Services	$10,000
TOTAL EXPENSES	**$0**

STORMWATER UTILITY FUND

EXPENSES:	**Budget Revision**
STORMWATER UTILITY FUND	
Personnel Services	$5,000
Contingency Reserves	($5,000)
TOTAL EXPENSES	**$0**

City of Oldsmar
New Pay Plan
Effective 07/01/2026

CITY Salary at Grade 104	$ 36,400.00

Grade	Minimum	Midpoint	Maximum
104	$ 36,400.00	$ 46,415.20	$ 56,430.40
105	$ 37,502.40	$ 47,819.20	$ 58,136.00
106	$ 38,625.60	$ 49,244.00	$ 59,862.40
107	$ 39,790.40	$ 50,731.20	$ 61,672.00
108	$ 40,976.00	$ 52,249.60	$ 63,523.20
109	$ 42,203.20	$ 53,809.60	$ 65,416.00
110	$ 43,472.00	$ 55,432.00	$ 67,392.00
111	$ 44,782.40	$ 57,096.00	$ 69,409.60
112	$ 46,134.40	$ 58,822.40	$ 71,510.40
113	$ 47,528.00	$ 60,600.80	$ 73,673.60
114	$ 48,963.20	$ 62,431.20	$ 75,899.20
115	$ 50,440.00	$ 64,313.60	$ 78,187.20
116	$ 51,958.40	$ 66,248.00	$ 80,537.60
117	$ 53,518.40	$ 68,234.40	$ 82,950.40
118	$ 55,120.00	$ 70,283.20	$ 85,446.40
119	$ 56,784.00	$ 72,404.80	$ 88,025.60
120	$ 58,489.60	$ 74,578.40	$ 90,667.20
121	$ 60,236.80	$ 76,804.00	$ 93,371.20
122	$ 62,046.40	$ 79,112.80	$ 96,179.20
123	$ 63,897.60	$ 81,473.60	$ 99,049.60
124	$ 65,811.20	$ 83,907.20	$ 102,003.20
125	$ 67,787.20	$ 86,424.00	$ 105,060.80
126	$ 69,825.60	$ 89,024.00	$ 108,222.40
127	$ 71,926.40	$ 91,707.20	$ 111,488.00
128	$ 74,089.60	$ 94,463.20	$ 114,836.80
129	$ 76,315.20	$ 97,302.40	$ 118,289.60
130	$ 78,603.20	$ 100,214.40	$ 121,825.60
131	$ 80,953.60	$ 103,220.00	$ 125,486.40
132	$ 83,387.20	$ 106,319.20	$ 129,251.20
133	$ 85,883.20	$ 109,501.60	$ 133,120.00
134	$ 88,462.40	$ 112,788.00	$ 137,113.60
135	$ 91,124.80	$ 116,188.80	$ 141,252.80
136	$ 93,849.60	$ 119,662.40	$ 145,475.20
137	$ 96,657.60	$ 123,240.00	$ 149,822.40
138	$ 99,548.80	$ 126,921.60	$ 154,294.40
139	$ 102,544.00	$ 130,748.80	$ 158,953.60
140	$ 106,641.60	$ 135,969.60	$ 165,297.60
141	$ 110,905.60	$ 141,408.80	$ 171,912.00
142	$ 115,336.00	$ 147,056.00	$ 178,776.00
143	$ 119,953.60	$ 152,942.40	$ 185,931.20
144	$ 124,758.40	$ 159,068.00	$ 193,377.60
145	$ 129,750.40	$ 165,432.80	$ 201,115.20

Grade	Minimum	Midpoint	Maximum
104	$ 17.50	$ 22.32	$ 27.13
105	$ 18.03	$ 22.99	$ 27.95
106	$ 18.57	$ 23.68	$ 28.78
107	$ 19.13	$ 24.39	$ 29.65
108	$ 19.70	$ 25.12	$ 30.54
109	$ 20.29	$ 25.87	$ 31.45
110	$ 20.90	$ 26.65	$ 32.40
111	$ 21.53	$ 27.45	$ 33.37
112	$ 22.18	$ 28.28	$ 34.38
113	$ 22.85	$ 29.14	$ 35.42
114	$ 23.54	$ 30.02	$ 36.49
115	$ 24.25	$ 30.92	$ 37.59
116	$ 24.98	$ 31.85	$ 38.72
117	$ 25.73	$ 32.81	$ 39.88
118	$ 26.50	$ 33.79	$ 41.08
119	$ 27.30	$ 34.81	$ 42.32
120	$ 28.12	$ 35.86	$ 43.59
121	$ 28.96	$ 36.93	$ 44.89
122	$ 29.83	$ 38.04	$ 46.24
123	$ 30.72	$ 39.17	$ 47.62
124	$ 31.64	$ 40.34	$ 49.04
125	$ 32.59	$ 41.55	$ 50.51
126	$ 33.57	$ 42.80	$ 52.03
127	$ 34.58	$ 44.09	$ 53.60
128	$ 35.62	$ 45.42	$ 55.21
129	$ 36.69	$ 46.78	$ 56.87
130	$ 37.79	$ 48.18	$ 58.57
131	$ 38.92	$ 49.63	$ 60.33
132	$ 40.09	$ 51.12	$ 62.14
133	$ 41.29	$ 52.65	$ 64.00
134	$ 42.53	$ 54.23	$ 65.92
135	$ 43.81	$ 55.86	$ 67.91
136	$ 45.12	$ 57.53	$ 69.94
137	$ 46.47	$ 59.25	$ 72.03
138	$ 47.86	$ 61.02	$ 74.18
139	$ 49.30	$ 62.86	$ 76.42
140	$ 51.27	$ 65.37	$ 79.47
141	$ 53.32	$ 67.99	$ 82.65
142	$ 55.45	$ 70.70	$ 85.95
143	$ 57.67	$ 73.53	$ 89.39
144	$ 59.98	$ 76.48	$ 92.97
145	$ 62.38	$ 79.54	$ 96.69

City of Oldsmar Position Grade Assignments
Fiscal Year 2025/26
Effective 07/01/2026

Recommended Title	Proposed Grade
CITY CLERK	UNG
CITY MANAGER	UNG
DIRECTOR OF ADMINISTRATIVE SERVICES	144
DIRECTOR OF HUMAN RESOURCES	142
DIRECTOR OF PARKS & RECREATION	142
DIRECTOR OF PLANNING & REDEVELOPMENT	142
DIRECTOR OF PUBLIC UTILITIES	142
DIRECTOR OF PUBLIC WORKS	142
FIRE & EMS CHIEF	142
CITY ENGINEER	140
ASST ADMIN SERVICE DIRECTOR	139
DEPUTY FIRE CHIEF	139
DIRECTOR OF LIBRARY SERVICES	139
PUBLIC UTILITIES MANAGER	137
ACCOUNTING MANAGER	135
ADMINISTRATIVE DIVISION CHIEF - EMS	135
INFORMATION TECHNOLOGY MANAGER	135
CONSTRUCTION ADMINISTRATOR	132
CYBERSECURITY ADMINISTRATOR	132
PARKS & FACILITIES MANAGER	130
PUBLIC WORKS MANAGER	130
RECREATION MANAGER	130
CHIEF PLANT OPERATOR - WATER/WASTEWATER	128
CAPITAL PROJECTS ADMINISTRATOR	127
ENVIRONMENTAL MANAGEMENT SUPERVISOR	127
FLOODPLAIN & BUILDING SUPERVISOR	127
ASSISTANT TO CITY MANAGER	126
DEPUTY CITY CLERK	126
SENIOR PROCUREMENT ANALYST	126
DISTRIBUTION & COLLECTION SUPERVISOR	125
PUBLIC COMMUNICATIONS SUPERVISOR	125
SENIOR ACCOUNTANT	125
SENIOR MANAGEMENT ANALYST	125
UTILITIES MAINTENANCE MECHANIC SUPERVISOR	125
FACILITIES SUPERVISOR	124
GIS & DATABASE SPECIALIST	124
MAINTENANCE SUPERVISOR	124
PLANNER I	124

WATER/WASTEWATER PLANT LEAD OPERATOR	124
UTILITY BILLING SUPERVISOR	123
MANAGEMENT ANALYST	122
PARKS OPERATIONS SUPERVISOR	122
SENIOR ENGINEERING TECHNICIAN	122
WATER/WASTEWATER PLANT OPERATOR A	122
ENVIRONMENTAL SPECIALIST	121
ACCOUNTANT	120
INFORMATION TECHNOLOGY SUPPORT SPECIALIST	120
LEAD DISTRIBUTION OPERATOR	120
LEAD FLEET MECHANIC	120
CODE ENFORCEMENT OFFICER	118
WATER/WASTEWATER PLANT OPERATOR B	118
ADULT SERVICES LIBRARIAN	117
CHILDREN SERVICES LIBRARIAN	117
DISTRIBUTION OPERATOR 1	117
ENVIRONMENTAL PROGRAMS COORDINATOR	117
RECREATION COORDINATOR	117
SUPPORT SERVICES LIBRARIAN	117
ZONING & PLANNING TECHNICIAN	117
SENIOR PAYROLL & ACCOUNTING TECHNICIAN	116
UTILITIES MAINTENANCE TECHNICIAN	116
DISTRIBUTION OPERATOR 2	115
GIS & DATABASE TECHNICIAN	115
HUMAN RESOURCES TECHNICIAN	115
LEAD SIGN TECHNICIAN	115
PUBLIC COMMUNICATIONS TECHNICIAN	115
PUBLIC UTILITIES TECHNICIAN	115
PAYROLL & ACCOUNTING TECHNICIAN	114
RECREATION CENTER SPECIALIST	114
SENIOR ADMINISTRATIVE ASSISTANT	114
WATER/WASTEWATER PLANT OPERATOR C	114
FACILITIES MAINTENANCE OPERATOR II	113
FLEET MECHANIC	113
HEAVY EQUIPMENT OPERATOR	113
UTILITIES MAINTENANCE MECHANIC	113
CULTURAL AFFAIRS PROGRAMMER	112
DISTRIBUTION OPERATOR 3	112
LEAD PUBLIC WORKS MAINTENANCE OPERATOR	112
PLANS & PERMIT SPECIALIST	112
PROCUREMENT TECHNICIAN	112
RECREATION PROGRAMMER	112
UTILITY BILLING TECHNICIAN II	112
UTILITY LOCATOR TECHNICIAN	112

LEAD PARKS MAINTENANCE OPERATOR	111
PERMIT SERVICES TECHNICIAN	111
METER TECHNICIAN	110
TRAFFIC SIGN TECHNICIAN	110
EQUIPMENT OPERATOR	109
FACILITIES MAINTENANCE OPERATOR I	109
UTILITY BILLING TECHNICIAN I	109
RECREATION LEADER	108
MAINTENANCE OPERATOR II	108
DISTRIBUTION OPERATOR TRAINEE	107
WATER/WASTEWATER OPERATOR TRAINEE	107
SEASONAL CAMP COUNSELOR	106
MAINTENANCE OPERATOR I	106
LIBRARY ASSISTANT	106
FACILITY ATTENDANT	105

CITY OF OLDSMAR
CITY COUNCIL
AGENDA ITEM
COVER MEMO

TO: Felicia Donnelly, City Manager

FROM: Johna Jahn, Director of Public Utilities

DATE: June 16, 2026

AIR #: AIR-3968

SUBJECT: Consider awarding contract for Curlew Road Sanitary Sewer Construction Mitigation Services, to Votex Companies, LLC, per the same pricing, terms, and conditions of the H-GAC cooperative contract TP07-25 (CC25-042) (New Agenda Item)

BACKGROUND
The Florida Department of Transportation (FDOT) is currently executing an emergency drainage project on Curlew Road following a localized roadway failure. The City maintains a critical sanitary sewer force main ranging from 6 to 10 inches in diameter directly within the FDOT construction zone.

Staff has implemented an ongoing strategy to brace and protect City utilities in place throughout the project area. In the specific location of upcoming work, keeping the pipe in place is no longer viable. The excavation limits are too tight, and the extreme proximity to heavy construction combined with the large 6-to-10-inch diameter of the force mains poses an unacceptable risk of failure.

To eliminate this hazard, the force main must be realigned out of the construction path. Because this force main cannot be taken offline, staff proposes hiring a specialty contractor to install three insertion valves to isolate the line. This advanced technology allows valves to be installed under pressure while the pipe has active flow, allowing for uninterrupted sewer service to residents and businesses during the relocation. Staff will support excavation, bypass work, and installation of the re-aligned pipe, while the contractor will conduct specialized pipe coring, valve installation, and assist with bypass materials. This work will be invoiced per contract rates.

STRATEGIC GOAL

Quality of Place (Infrastructure, Transportation, Parks and Recreation)

BUDGETARY IMPACT
Sufficient unencumbered funds up to $125,000 are available in the Utility Line Improvements GL #401-143-533-60-63-34 for this project.

COMMUNITY ENGAGEMENT
Consult

RECOMMENDED MOTION
Award contract for Curlew Road Sanitary Sewer Construction Mitigation Services to Vortex Companies, LLC per the same pricing, terms, and conditions of the H-GAC cooperative contract TP07-25 (CC25-042).

ATTACHMENTS
Contract ID #14548 - GP Cooperative Purchasing.docx (PDF)
Contract ID #14548 - SP Cooperative Purchasing v2.docx (PDF)
FINAL PROPOSED HGAC 5-6-25 (PDF)

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H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Vortex Services, LLC, hereinafter referred to as the Contractor, having its principal place of business at 18150 Imperial Valley Drive, Houston, TX 77060.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

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subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (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 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

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 task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES
The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD
This Master Agreement shall be performed during the period which begins Jul 01 2025 and ends Jun 30 2029. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING
Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK
The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS
If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS
If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE
Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS
Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT
Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and

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agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor’s behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and

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that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H- GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract

period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Unless otherwise addressed, the following requirements shall apply:

a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to End User at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by End User unless otherwise agreed to by Contractor. If Contractor will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If End User will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on Form E. Any freight, shipping or delivery charged to End User will be prepaid and added to the invoice, and will be clearly shown an any Contract Pricing Worksheet or other quote presented to the End User.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

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There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer

period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master 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 Master 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 Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the

Contractor's federal compliance obligations. These may include, but are not limited to: (a) 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; (b) 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; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 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; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system 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 equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent 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: (1) 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; (2) procuring solid waste management services in a manner that

maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

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 the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency 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. 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.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) 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;
b) 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;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 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;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

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ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding

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agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient 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: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Vortex Services, LLC		**H-GAC**	
Signature	Signed by: BJ Kerstiens 128E78DEDB20422...	Signature	DocuSigned by: 82EC270D5D61423...
Name	BJ Kerstiens	Name	Chuck Wemple
Title	SR VP - Services	Title	Executive Director
Date	7/8/2025	Date	7/14/2025

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H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC, as follows. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to academic institutions, or the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. CUSTOMER/END USER Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means 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 specifically 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; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system 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 equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

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CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to 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., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of 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 remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders 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.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of $250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify 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 CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, 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

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with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master 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 a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate 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.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance 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 (Pub. L. 94-163, 89 Stat. 871).

FORM D - Products and Services Offerings (Tab B)		Effective Date:	5/7/2025	
Offer Name:	Vortex Companies, LLC			
Invitation No.	HGAC		-5%	

Item No.	ITEM DESCRIPTION	UNITS	DISCOUNTED PRICE	LIST PRICE
A	**Clean / TV and Evaluation for Gravity Pipelines and Related Items**			
A1	Sanitary & CCTV Sewer - 6"	LF	$ 13.00	$ 13.69
A2	Sanitary & CCTV Sewer - 8"	LF	$ 13.00	$ 13.69
A3	Sanitary & CCTV Sewer - 10"	LF	$ 15.00	$ 15.80
A4	Sanitary & CCTV Sewer - 12"	LF	$ 17.00	$ 17.91
A5	Sanitary & CCTV Sewer - 15"	LF	$ 19.00	$ 20.01
A6	Sanitary & CCTV Sewer - 18"	LF	$ 20.00	$ 21.06
A7	Sanitary & CCTV Sewer - 21"	LF	$ 22.00	$ 23.17
A8	Sanitary & CCTV Sewer - 24"	LF	$ 24.00	$ 25.28
A9	Sanitary & CCTV Sewer - 27"	LF	$ 26.00	$ 27.38
A10	Sanitary & CCTV Sewer - 30"	LF	$ 28.00	$ 29.49
A11	Sanitary & CCTV Sewer - 33"	LF	$ 30.00	$ 31.59
A12	Sanitary & CCTV Sewer - 36"	LF	$ 33.00	$ 34.75
A13	Sanitary & CCTV Sewer - 42"	LF	$ 35.00	$ 36.86
A14	Sanitary & CCTV Sewer - 48"	LF	$ 37.00	$ 38.97
A15	Sanitary & CCTV Sewer - 54"	LF	$ 45.00	$ 47.39
A16	Sanitary & CCTV Sewer - 60"	LF	$ 55.00	$ 57.92
A17	Sanitary & CCTV Sewer - 66"	LF	$ 65.00	$ 68.45
A18	Sanitary & CCTV Sewer - 72"	LF	$ 75.00	$ 78.98
A19	Sanitary & CCTV Sewer - 78"	LF	$ 95.00	$ 100.04
A20	Sanitary & CCTV Sewer - 84"	LF	$ 105.00	$ 110.57
A21	Sanitary & CCTV Sewer - 90"	LF	$ 115.00	$ 121.10
A22	Sanitary & CCTV Sewer - 96"	LF	$ 120.00	$ 126.36
A23	Sanitary & CCTV Sewer - 102"	LF	$ 125.00	$ 131.63
A24	Sanitary & CCTV Sewer - 108"	LF	$ 130.00	$ 136.89
A25	Sanitary & CCTV Sewer - 114"	LF	$ 135.00	$ 142.16
A26	Sanitary & CCTV Sewer > 114"	LF	$ 145.00	$ 152.69
A27	Storm & CCTV Sewer - 8"	LF	$ 13.00	$ 13.69
A28	Storm & CCTV Sewer - 10"	LF	$ 15.00	$ 15.80
A29	Storm & CCTV Sewer - 12"	LF	$ 17.00	$ 17.91
A30	Storm & CCTV Sewer - 15"	LF	$ 19.00	$ 20.01
A31	Storm & CCTV Sewer - 18"	LF	$ 20.00	$ 21.06
A32	Storm & CCTV Sewer - 21"	LF	$ 22.00	$ 23.17
A33	Storm & CCTV Sewer - 24"	LF	$ 24.00	$ 25.28
A34	Storm & CCTV Sewer - 27"	LF	$ 27.00	$ 28.44
A35	Storm & CCTV Sewer - 30"	LF	$ 36.00	$ 37.91
A36	Storm & CCTV Sewer - 33"	LF	$ 45.00	$ 47.39
A37	Storm & CCTV Sewer - 36"	LF	$ 54.00	$ 56.87
A38	Storm & CCTV Sewer - 42"	LF	$ 72.00	$ 75.82
A39	Storm & CCTV Sewer - 48"	LF	$ 90.00	$ 94.77
A40	Storm & CCTV Sewer - 54"	LF	$ 108.00	$ 113.73
A41	Storm & CCTV Sewer - 60"	LF	$ 130.00	$ 136.89
A42	Storm & CCTV Sewer - 66"	LF	$ 150.00	$ 157.95
A43	Storm & CCTV Sewer - 72"	LF	$ 170.00	$ 179.01
A44	Storm & CCTV Sewer - 78"	LF	$ 189.00	$ 199.02
A45	Storm & CCTV Sewer - 84"	LF	$ 208.00	$ 219.03
A46	Storm & CCTV Sewer - 90"	LF	$ 228.00	$ 240.09
A47	Storm & CCTV Sewer - 96"	LF	$ 247.00	$ 260.10
A48	Storm & CCTV Sewer - 102"	LF	$ 267.00	$ 281.16
A49	Storm & CCTV Sewer - 108"	LF	$ 286.00	$ 301.16
A50	Storm & CCTV Sewer - 114"	LF	$ 306.00	$ 322.22
A51	Storm & CCTV Sewer > 114"	LF	$ 325.00	$ 342.23
A52	Clean / Debris Removal per CY	CY	$ 250.00	$ 263.25
A53	Heavy Clean & CCTV	HR	$ 950.00	$ 1,000.35
A54	6" - 12" Post TV Inspection After Rehabilitation	LF	$ 7.00	$ 7.38
A55	14" - 20" Post TV Inspection After Rehabilitation	LF	$ 9.00	$ 9.48
A56	21" - 36" Post TV Inspection After Rehabilitation	LF	$ 12.00	$ 12.64
A57	37"- 42" Post TV Inspection After Rehabilitation	LF	$ 16.00	$ 16.85
A58	43"- 48" Post TV Inspection After Rehabilitation	LF	$ 29.00	$ 30.54
A59	49"- 54" Post TV Inspection After Rehabilitation	LF	$ 42.00	$ 44.23
A60	55"- 60" Post TV Inspection After Rehabilitation	LF	$ 55.00	$ 57.92
A61	61"- 72" Post TV Inspection After Rehabilitation	LF	$ 68.00	$ 71.61
A62	73" or Larger Post TV Inspection After Rehabilitation	LF	$ 81.00	$ 85.30
A63	Sewer, Internal Pipe Inspection Push Camera	LF	$ 50.00	$ 52.65
A64	Sonar/TISCIT Survey >18" - 24" Diameter Pipe	LF	$ 24.00	$ 25.28
A65	Sonar/TISCIT Survey > 24" - 36" Diameter Pipe	LF	$ 30.00	$ 31.59
A66	Sonar/TISCIT Survey > 36" Diameter Pipe	LF	$ 40.00	$ 42.12
A67	MSI Survey >18" - 24" Diameter Pipe	LF	$ 40.00	$ 42.12
A68	MSI Survey > 24" - 36" Diameter Pipe	LF	$ 50.00	$ 52.65
A69	MSI Survey > 36" Diameter Pipe	LF	$ 60.00	$ 63.18
A70	Heavy Lift Station Cleaning (Remove all Debris to Bottom of LS - 4 hr minimum)	EA	$ 5,600.00	$ 5,896.80

A71	Major Lift Station Cleaning - Additional Hours	HR	$ 1,400.00	$ 1,474.20
A72	Minor Lift Station Cleaning (Skimming Top of LS - 4 hr minimum)	EA	$ 1,500.00	$ 1,579.50
A73	Minor Lift Station Cleaning - Additional Hours	HR	$ 374.00	$ 393.83
A74	Sandblasting per SF	SF	$ 100.00	$ 105.30
A75	Sandblasting per Day	DY	$ 3,500.00	$ 3,685.50
A76	Vactor Truck Services	HR	$ 1,000.00	$ 1,053.00
A77	CCTV Truck Services	HR	$ 800.00	$ 842.40
A78	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Small)	YD	$ 117.00	$ 123.21
A79	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Large)	YD	$ 455.00	$ 479.12
A80	Re-setup for TV Due to Point Repairs or Obstructions	EA	$ 500.00	$ 526.50
A81	Mechanical Root / Grease removal	LF	$ 45.00	$ 47.39
A82	Tuberculation Removal / Specialty Cleaning	LF	$ 250.00	$ 263.25
A83	Other Remote Obstruction removal (max. 5 lf)	EA	$ 1,500.00	$ 1,579.50
A84	Smoke Testing	LF	$ 12.00	$ 12.64
A85	Manhole / Inlets Cleaning	EA	$ 1,500.00	$ 1,579.50
A86	Manhole Inspections	EA	$ 750.00	$ 789.75
A87	Manhole/Cleanout & Sewer Line Visual Inspection	EA	$ 240.00	$ 252.72
A88	GPS Survey of Manholes & Cleanouts	EA	$ 520.00	$ 547.56
A89	Heavy Debris Removal - MAN ENTRY	EA	$ 450.00	$ 473.85
A90	Heavy Debris Removal - LARGE DIAMETER MAN ENTRY	EA	$ 650.00	$ 684.45
A91	Heavy Debris Removal - REMOTE ENTRY	LF	$ 1,300.00	$ 1,368.90
A92	Dyed Water Flooding/Leak Quantification & Evaluation	EA	$ 1,500.00	$ 1,579.50
A93	Specialty Pipe Cleaning (all Diameters)	LF	$ 500.00	$ 526.50
B	**Centrifugally Cast Pipe Rehabilitation, Grouting and Related Items**			
B1	36" Pipe - Geopolymer Rehabilitation - 1" Thickness	LF	$ 750.00	$ 789.75
B2	42" Pipe - Geopolymer Rehabilitation - 1" Thickness	LF	$ 650.00	$ 684.45
B3	48" Pipe - Geopolymer Rehabilitation - 1" Thickness	LF	$ 718.75	$ 756.85
B4	54" Pipe - Geopolymer Rehabilitation - 1" Thickness	LF	$ 850.00	$ 895.05
B5	60" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	$ 937.50	$ 987.19
B6	66" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	$ 1,031.25	$ 1,085.91
B7	72" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	$ 1,218.75	$ 1,283.35
B8	78" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	$ 1,331.25	$ 1,401.81
B9	84" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	$ 1,543.75	$ 1,625.57
B10	90" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	$ 1,725.00	$ 1,816.43
B11	96" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	$ 2,156.25	$ 2,270.54
B12	102" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	$ 2,587.50	$ 2,724.64
B13	108" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	LF	$ 3,306.25	$ 3,481.49
B14	Greater than 108" Pipe - Geopolymer Rehabilitation - 1.5" Thickness	SF	$ 175.00	$ 184.28
B15	Non Round Sewer Pipe 1" Thickness	SF	$ 68.75	$ 72.40
B16	Each Additional .5" Thickness	SF	$ 35.00	$ 36.86
B17	Geopolymer - Short Pipe Set Up (less than 100 LF)	EACH	$ 15,000.00	$ 15,795.00
B18	Infiltration Control - Chemical Grout	GAL	$ 525.00	$ 552.83
B19	Infiltration Control - Quad-Plug (5 Gallon)	EA	$ 100.00	$ 105.30
B20	Rebuilt Invert - Flowable Fill	CF	$ 175.00	$ 184.28
B21	Rebuilt Invert - Quadflow	CF	$ 200.00	$ 210.60
B22	Rebuilt Invert - GeoKrete	CF	$ 218.75	$ 230.35
B23	Joint Preparation	LF	$ 31.25	$ 32.91
B24	Reinforcement with Carbon Fiber	SF	$ 6.25	$ 6.59
B25	Reinforcement with Welded Wire	SF	$ 25.00	$ 26.33
B26	Reinforcement with Rebar	LF	$ 56.25	$ 59.24
B27	Antimicrobial Application	SF	$ 7.50	$ 7.90
B28	Service Lateral	EACH	$ 1,250.00	$ 1,316.25
B29	Set up - Ground Penetrating Radar (GPR)	EA	$ 25,000.00	$ 26,325.00
B30	Ground Penetrating Radar (GPR) Study	LF	$ 50.00	$ 52.65
B31	Set up - Grouting	EA	$ 25,000.00	$ 26,325.00
B32	Grout Injection Chemical Grouting	LB	$ 30.00	$ 31.59
B33	High Density Urethane for grouting, slab lifting, void filling, pipe sealing etc.(500lb.min)	LB	$ 115.00	$ 121.10
B34	All Sizes Annular space grouting cement slurry base	CUFT	$ 75.00	$ 78.98
B35	All Sizes Set-up for annular space grouting <100 cubic feet	LS	$ 6,250.00	$ 6,581.25
B36	Set up Fee for Lateral or Mainline Grouting	EA	$ 15,000.00	$ 15,795.00
B37	Lateral Grouting (4-8" laterals, in 8-18" mains)	EA	$ 2,000.00	$ 2,106.00
B38	Mainline Joint Grouting (8-48")	EA	$ 6,500.00	$ 6,844.50
C	**Cured-In-Place Pipe (CIPP) Rehabilitation and Related Items**			
C1	6" x 4.5mm - CIPP Steam / Water Cure	LF	$ 69.00	$ 72.66
C2	8" x 6.0mm - CIPP Steam / Water Cure	LF	$ 63.00	$ 66.34
C3	10" x 6.0mm - CIPP Steam / Water Cure	LF	$ 75.00	$ 78.98
C4	12" x 6.0mm - CIPP Steam / Water Cure	LF	$ 94.00	$ 98.99
C5	15" x 7.5mm - CIPP Steam / Water Cure	LF	$ 119.00	$ 125.31
C6	18" x 9.0mm - CIPP Steam / Water Cure	LF	$ 144.00	$ 151.64
C7	21" x 9.0mm - CIPP Steam / Water Cure	LF	$ 182.00	$ 191.65
C8	24" x 10.5mm - CIPP Steam / Water Cure	LF	$ 225.00	$ 236.93
C9	27" x 10.5mm - CIPP Steam / Water Cure	LF	$ 263.00	$ 276.94
C10	30" x 12.0mm - CIPP Steam / Water Cure	LF	$ 319.00	$ 335.91
C11	33" x 12.0mm - CIPP Steam / Water Cure	LF	$ 357.00	$ 375.93
C12	36" x 12.0mm - CIPP Steam / Water Cure	LF	$ 419.00	$ 441.21

C13	42" x 13.5mm - CIPP Steam / Water Cure	LF	$ 488.00	$ 513.87
C14	48" x 15.0mm - CIPP Steam / Water Cure	LF	$ 688.00	$ 724.47
C15	54" x 18.0mm - CIPP Steam / Water Cure	LF	$ 979.00	$ 1,030.89
C16	60" x 22.5mm - CIPP Steam / Water Cure	LF	$ 1,283.00	$ 1,351.00
C17	66" x 25mm - CIPP Steam / Water Cure	LF	$ 2,195.00	$ 2,311.34
C18	72" x 28mm - CIPP Steam / Water Cure	LF	$ 2,600.00	$ 2,737.80
C19	6" & 8" Additional 1.5mm - CIPP Steam / Water Cure	LF	$ 5.00	$ 5.27
C20	10" & 12" Additional 1.5mm - CIPP Steam / Water Cure	LF	$ 7.00	$ 7.38
C21	15" & 18" Additional 1.5mm - CIPP Steam / Water Cure	LF	$ 18.00	$ 18.96
C22	21" & 24" Additional 1.5mm - CIPP Steam / Water Cure	LF	$ 29.00	$ 30.54
C23	27" Additional 1.5mm - CIPP Steam / Water Cure	LF	$ 34.00	$ 35.81
C24	30" Additional 1.5mm - CIPP Steam / Water Cure	LF	$ 42.00	$ 44.23
C25	33" Additional 1.5mm - CIPP Steam / Water Cure	LF	$ 47.00	$ 49.50
C26	36" Additional 1.5mm - CIPP Steam / Water Cure	LF	$ 53.00	$ 55.81
C27	42" Additional 1.5mm - CIPP Steam / Water Cure	LF	$ 58.00	$ 61.08
C28	48" Additional 1.5mm - CIPP Steam / Water Cure	LF	$ 70.00	$ 73.71
C29	54" Additional 1.5mm - CIPP Steam / Water Cure	LF	$ 82.00	$ 86.35
C30	60" Additional 1.5mm - CIPP Steam / Water Cure	LF	$ 94.00	$ 98.99
C31	66" Additional 1.5mm - CIPP Steam / Water Cure	LF	$ 107.00	$ 112.68
C32	72" Additional 1.5mm - CIPP Steam / Water Cure	LF	$ 119.00	$ 125.31
C33	6" X 2.8mm - CIPP UV Cure	LF	$ 102.00	$ 107.41
C34	8 X 2.8mm - CIPP UV Cure	LF	$ 89.00	$ 93.72
C35	10 X 2.8mm - CIPP UV Cure	LF	$ 109.00	$ 114.78
C36	12" X 2.8mm - CIPP UV Cure	LF	$ 119.00	$ 125.31
C37	15" X 3.5mm - CIPP UV Cure	LF	$ 125.00	$ 131.63
C38	18" X 4.2mm - CIPP UV Cure	LF	$ 164.00	$ 172.70
C39	21" X 4.9mm - CIPP UV Cure	LF	$ 210.00	$ 221.13
C40	24" x 5.6mm - CIPP UV Cure	LF	$ 263.00	$ 276.94
C41	27" x 5.6mm - CIPP UV Cure	LF	$ 344.00	$ 362.24
C42	30" x 5.6mm - CIPP UV Cure	LF	$ 375.00	$ 394.88
C43	33" x 5.6mm - CIPP UV Cure	LF	$ 425.00	$ 447.53
C44	36" x 5.6mm - CIPP UV Cure	LF	$ 475.00	$ 500.18
C45	42" x 8.4mm - CIPP UV Cure	LF	$ 732.00	$ 770.80
C46	48" x 8.4mm - CIPP UV Cure	LF	$ 844.00	$ 888.74
C47	54" x 10.8mm - CIPP UV Cure	LF	$ 1,525.00	$ 1,605.83
C48	60" x 12mm - CIPP UV Cure	LF	$ 1,955.00	$ 2,058.62
C49	66" x 13.5mm - CIPP UV Cure	LF	$ 2,265.00	$ 2,385.05
C50	72" x 15mm - CIPP UV Cure	LF	$ 2,735.00	$ 2,879.96
C51	6" & 8" Additional 1.5mm - CIPP UV Cure	LF	$ 5.00	$ 5.27
C52	10" & 12" Additional 1.5mm - CIPP UV Cure	LF	$ 8.00	$ 8.43
C53	15" & 18" Additional 1.5mm - CIPP UV Cure	LF	$ 23.00	$ 24.22
C54	21" & 24" Additional 1.5mm - CIPP UV Cure	LF	$ 38.00	$ 40.02
C55	27" Additional 1.5mm - CIPP UV Cure	LF	$ 44.00	$ 46.34
C56	30" Additional 1.5mm - CIPP UV Cure	LF	$ 52.00	$ 54.76
C57	33" Additional 1.5mm - CIPP UV Cure	LF	$ 58.00	$ 61.08
C58	36" Additional 1.5mm - CIPP UV Cure	LF	$ 65.00	$ 68.45
C59	42" Additional 1.5mm - CIPP UV Cure	LF	$ 73.00	$ 76.87
C60	48" Additional 1.5mm - CIPP UV Cure	LF	$ 87.00	$ 91.62
C61	54" Additional 1.5mm - CIPP UV Cure	LF	$ 102.00	$ 107.41
C62	60" Additional 1.5mm - CIPP UV Cure	LF	$ 118.00	$ 124.26
C63	66" Additional 1.5mm - CIPP UV Cure	LF	$ 144.00	$ 151.64
C64	72" Additional 1.5mm - CIPP UV Cure	LF	$ 182.00	$ 191.65
C65	6" & 8" Additional .7mm - CIPP UV Cure	LF	$ 7.00	$ 7.38
C66	10" & 12" Additional .7mm - CIPP UV Cure	LF	$ 11.00	$ 11.59
C67	15" Additional .7mm - CIPP UV Cure	LF	$ 15.00	$ 15.80
C68	18" Additional .7mm - CIPP UV Cure	LF	$ 16.00	$ 16.85
C69	21" Additional .7mm - CIPP UV Cure	LF	$ 19.00	$ 20.01
C70	24" Additional .7mm - CIPP UV Cure	LF	$ 22.00	$ 23.17
C71	27" Additional .7mm - CIPP UV Cure	LF	$ 24.00	$ 25.28
C72	30" Additional .7mm - CIPP UV Cure	LF	$ 27.00	$ 28.44
C73	33" Additional .7mm - CIPP UV Cure	LF	$ 29.00	$ 30.54
C74	36" Additional .7mm - CIPP UV Cure	LF	$ 32.00	$ 33.70
C75	42" Additional .7mm - CIPP UV Cure	LF	$ 46.00	$ 48.44
C76	48" Additional .7mm - CIPP UV Cure	LF	$ 66.00	$ 69.50
C77	54" Additional .7mm - CIPP UV Cure	LF	$ 88.00	$ 92.67
C78	60" Additional .7mm - CIPP UV Cure	LF	$ 107.00	$ 112.68
C79	66" Additional .7mm - CIPP UV Cure	LF	$ 125.00	$ 131.63
C80	72" Additional .7mm - CIPP UV Cure	LF	$ 144.00	$ 151.64
C81	Sectional - InternalPipe Point Repair with CIPP, 6" Diameter, minimum thickness (includes up to 5')	EA	$ 6,250.00	$ 6,581.25
C82	Sectional - InternalPipe Point Repair with CIPP, 8'' Diameter, minimum thickness (includes up to 5')		$ 7,500.00	$ 7,897.50
C83	Sectional - InternalPipe Point Repair with CIPP, 10” Diameter, minimum thickness (includes up to 5')	EA	$ 8,125.00	$ 8,555.63
C84	Sectional - InternalPipe Point Repair with CIPP, 12” Diameter, minimum thickness (includes up to 5')	EA	$ 8,750.00	$ 9,213.75
C85	Sectional - InternalPipe Point Repair with CIPP, 15” Diameter, minimum thickness (includes up to 5')	EA	$ 9,375.00	$ 9,871.88
C86	Sectional - InternalPipe Point Repair with CIPP, 18” Diameter, minimum thickness (includes up to 5')	EA	$ 11,875.00	$ 12,504.38

C87	Sectional - InternalPipe Point Repair with CIPP, 20" Diameter, minimum thickness (includes up to 4')	EA	$ 13,750.00	$ 14,478.75
C88	Sectional - InternalPipe Point Repair with CIPP, 24" Diameter, minimum thickness (includes up to 4')		$ 15,000.00	$ 15,795.00
C89	Sectional - IPR - Additional Footage 6"	LF	$ 375.00	$ 394.88
C90	Sectional - IPR - Additional Footage 8"	LF	$ 450.00	$ 473.85
C91	Sectional - IPR - Additional Footage 10"	LF	$ 500.00	$ 526.50
C92	Sectional - IPR - Additional Footage 12"	LF	$ 625.00	$ 658.13
C93	Sectional - IPR - Additional Footage 15"	LF	$ 750.00	$ 789.75
C94	Sectional - IPR - Additional Footage 18"	LF	$ 875.00	$ 921.38
C95	Sectional - IPR - Additional Footage 20"	LF	$ 1,125.00	$ 1,184.63
C96	Sectional - IPR - Additional Footage 24"	LF	$ 1,300.00	$ 1,368.90
C97	CIPP UV Cure - 6" Pipe Segmental Patches	EA	$ 7,500.00	$ 7,897.50
C98	CIPP UV Cure - 8" Pipe Segmental Patches	EA	$ 8,250.00	$ 8,687.25
C99	CIPP UV Cure - 10" Pipe Segmental Patches	EA	$ 8,500.00	$ 8,950.50
C100	CIPP UV Cure - 12" Pipe Segmental Patches	EA	$ 8,750.00	$ 9,213.75
C101	CIPP UV Cure - 15" Pipe Segmental Patches	EA	$ 14,000.00	$ 14,742.00
C102	CIPP UV Cure - 18" Pipe Segmental Patches	EA	$ 15,500.00	$ 16,321.50
C103	CIPP UV Cure - 24" Pipe Segmental Patches	EA	$ 16,750.00	$ 17,637.75
C104	CIPP UV Cure - 30" Pipe Segmental Patches	EA	$ 22,000.00	$ 23,166.00
C105	CIPP UV Cure - 36" Pipe Segmental Patches	EA	$ 25,000.00	$ 26,325.00
C106	Robotically Reinstated Internal reconnects on all CIPP	EA	$ 500.00	$ 526.50
C107	Trim Protruding Services	EA	$ 675.00	$ 710.78
C108	6"-12" CIPP Set-up Charge	LF	$ 45.00	$ 47.39
C109	6" - 12" CIPP Setup Charge (< 300 LF)	EA	$ 1,250.00	$ 1,316.25
C110	15"-18" CIPP Set-up Charge	LF	$ 50.00	$ 52.65
C111	15" - 21" CIPP Setup Charge (< 300 LF)	EA	$ 1,875.00	$ 1,974.38
C112	21"-24" CIPP Set-up Charge	LF	$ 52.50	$ 55.29
C113	24" - 36" CIPP Setup Charge (< 300 LF)	EA	$ 2,500.00	$ 2,632.50
C114	27"-36" CIPP Set-up Charge	LF	$ 60.00	$ 63.18
C115	36" or Larger CIPP Setup Charge (< 300 LF)	EA	$ 5,000.00	$ 5,265.00
C116	42"-48" CIPP Set-up Charge	LF	$ 68.00	$ 71.61
C117	42-48" or Larger CIPP Setup Charge (< 300 LF)	EA	$ 7,500.00	$ 7,897.50
C118	54-60" CIPP Set-up Charge	LF	$ 70.00	$ 73.71
C119	54-60" or Larger CIPP Setup Charge (< 300 LF)	EA	$ 12,000.00	$ 12,636.00
C120	66-72" CIPP Set-up Charge	LF	$ 95.00	$ 100.04
C121	66-72" or Larger CIPP Setup Charge (< 300 LF)	EA	$ 18,000.00	$ 18,954.00
C122	Backyard Easement Setup (6" - 10")	EA	$ 3,125.00	$ 3,290.63
C123	Backyard Easement Setup (12" - 18")	EA	$ 4,375.00	$ 4,606.88
C124	6" to 12" Backyard Easement Additional Set-up Per Install Length	LF	$ 6.25	$ 6.59
C125	15" to 24" Backyard Easement Additional Set-up Per Install Length	LF	$ 12.50	$ 13.17
C126	27" to 48" Backyard Easement Additional Set-up Per Install Length	LF	$ 18.75	$ 19.75
C127	Over the hole set up	EA	$ 150,000.00	$ 157,950.00
C128	Over the hole set up weekly Rental	WK	$ 75,000.00	$ 78,975.00
C129	6" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	$ 31.05	$ 32.70
C130	8" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	$ 28.35	$ 29.86
C131	10" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	$ 33.75	$ 35.54
C132	12" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	$ 42.30	$ 44.55
C133	15" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	$ 53.55	$ 56.39
C134	18" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	$ 64.80	$ 68.24
C135	21" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	$ 81.90	$ 86.25
C136	24" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	$ 101.25	$ 106.62
C137	27" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	$ 118.35	$ 124.63
C138	30" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	$ 143.55	$ 151.16
C139	33" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	$ 160.65	$ 169.17
C140	36" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	$ 188.55	$ 198.55
C141	42" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	$ 219.60	$ 231.24
C142	48" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	$ 309.60	$ 326.01
C143	54" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	$ 440.55	$ 463.90
C144	60" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	$ 577.35	$ 607.95
C145	66" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	$ 987.75	$ 1,040.11
C146	72" - Resin Adder for - Vinyl Ester, Neat Resin, or Epoxy Resin	LF	$ 1,170.00	$ 1,232.01
C147	6" Installation of End Seal - on gravity pipe	EA	$ 370.00	$ 389.61
C148	8" Installation of End Seal - on gravity pipe	EA	$ 445.00	$ 468.59
C149	10" Installation of End Seal - on gravity pipe	EA	$ 500.00	$ 526.50
C150	12" Installation of End Seal - on gravity pipe	EA	$ 553.00	$ 582.31
C151	15" Installation of End Seal - on gravity pipe	EA	$ 627.00	$ 660.24
C152	18" Installation of End Seal - on gravity pipe	EA	$ 700.00	$ 737.10
C153	21" Installation of End Seal - on gravity pipe	EA	$ 978.00	$ 1,029.84
C154	24" Installation of End Seal - on gravity pipe	EA	$ 1,051.00	$ 1,106.71
C155	27" Installation of End Seal - on gravity pipe	EA	$ 1,217.00	$ 1,281.51
C156	30" Installation of End Seal - on gravity pipe	EA	$ 1,310.00	$ 1,379.43
C157	33" Installation of End Seal - on gravity pipe	EA	$ 1,383.00	$ 1,456.30
C158	36" Installation of End Seal - on gravity pipe	EA	$ 1,457.00	$ 1,534.23
C159	42" Installation of End Seal - on gravity pipe	EA	$ 1,697.00	$ 1,786.95
C160	48" Installation of End Seal - on gravity pipe	EA	$ 1,934.00	$ 2,036.51

C161	54" Installation of End Seal - on gravity pipe	EA	$ 2,600.00	$ 2,737.80
C162	60" Installation of End Seal - on gravity pipe	EA	$ 2,838.00	$ 2,988.42
C163	66" Installation of End Seal - on gravity pipe	EA	$ 3,121.00	$ 3,286.42
C164	72" Installation of End Seal - on gravity pipe	EA	$ 3,405.00	$ 3,585.47
D	**Pipe Bursting Rehabilitation and Related Items**			
D1	Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep)	LF	$ 101.25	$ 106.62
D2	Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep)	LF	$ 114.75	$ 120.84
D3	Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep)	LF	$ 148.50	$ 156.38
D4	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	LF	$ 114.75	$ 120.84
D5	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	LF	$ 135.00	$ 142.16
D6	Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep)	LF	$ 155.25	$ 163.48
D7	Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	LF	$ 121.50	$ 127.94
D8	Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	LF	$ 155.25	$ 163.48
D9	Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep)	LF	$ 175.50	$ 184.81
D10	Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	LF	$ 148.50	$ 156.38
D11	Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep)	LF	$ 168.75	$ 177.70
D12	Burst existing 10" or 12" to 12" IPS SDR 19 (12'- 16' deep)	LF	$ 189.00	$ 199.02
D13	Burst existing 12" or 15" to 16" IPS SDR 19 (0'- 8' deep)	LF	$ 243.00	$ 255.88
D14	Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	LF	$ 270.00	$ 284.31
D15	Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep)	LF	$ 330.75	$ 348.28
D16	Burst existing 15" or 18" to 18" IPS SDR 19 (0'- 8' deep)	LF	$ 303.75	$ 319.85
D17	Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	LF	$ 351.00	$ 369.61
D18	Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep)	LF	$ 405.00	$ 426.47
D19	Burst existing 18" or 21" to 22" IPS SDR 19 (0'- 8' deep)	LF	$ 351.00	$ 369.61
D20	Burst existing 18" or 21" to 22" IPS SDR 19 (8'- 12' deep)	LF	$ 432.00	$ 454.90
D21	Burst existing 18" or 21" to 22" IPS SDR 19 (12'- 16' deep)	LF	$ 486.00	$ 511.76
D22	Burst existing 21" or 24" to 24" IPS SDR 19 (0'- 8' deep)	LF	$ 405.00	$ 426.47
D23	Burst existing 21" or 24" to 24" IPS SDR 19 (8'- 12' deep)	LF	$ 486.00	$ 511.76
D24	Burst existing 21" or 24" to 24" IPS SDR 19 (12'- 16' deep)	LF	$ 540.00	$ 568.62
D25	Burst existing 24" or 27" to 28" IPS SDR 19 (0'- 8' deep)	LF	$ 573.75	$ 604.16
D26	Burst existing 24" or 27" to 28" IPS SDR 19 (8'- 12' deep)	LF	$ 675.00	$ 710.78
D27	Burst existing 24" or 27" to 28" IPS SDR 19 (12'- 16' deep)	LF	$ 877.50	$ 924.01
D28	Burst existing 27" or 30" to 30" IPS SDR 19 (0'- 8' deep)	LF	$ 675.00	$ 710.78
D29	Burst existing 27" or 30" to 30" IPS SDR 19 (8'- 12' deep)	LF	$ 810.00	$ 852.93
D30	Burst existing 27" or 30" to 30" IPS SDR 19 (12'- 16' deep)	LF	$ 1,080.00	$ 1,137.24
D31	8" - 12" Pipeburst Setup Charge (< 300 LF)	EA	$ 13,500.00	$ 14,215.50
D32	16" - 22" Pipeburst Setup Charge (< 300 LF)	EA	$ 20,250.00	$ 21,323.25
D33	24" or Larger Pipeburst Setup Charge (< 300 LF)	EA	$ 33,750.00	$ 35,538.75
D34	Over 16' deep premium	LF	$ 365.00	$ 384.35
D35	Cutting or Removing Existing Liner	LF	$ 275.00	$ 289.58
E	**Pipe Bursting Rehabilitation Water Lines and Related Items**			
E1	Install 2" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	$ 110.00	$ 115.83
E2	Install 4" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	$ 135.00	$ 142.16
E3	Install 6" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	$ 160.00	$ 168.48
E4	Install 8" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	$ 195.00	$ 205.34
E5	Install 10" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	$ 230.00	$ 242.19
E6	Install 12" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	$ 280.00	$ 294.84
E7	6" Flow Stop	EA	$ 10,975.00	$ 11,556.68
E8	8" Flow Stop	EA	$ 12,150.00	$ 12,793.95
E9	10" Flow Stop	EA	$ 14,850.00	$ 15,637.05
E10	12" Flow Stop	EA	$ 17,725.00	$ 18,664.43
E11	Hot Tap	EA	$ 75,000.00	$ 78,975.00
E12	3/4" Service Tap, Install on 4"-8" Waterline	EA	$ 1,690.00	$ 1,779.57
E13	1" Service Tap, Install on 4"-8" Waterline	EA	$ 2,025.00	$ 2,132.33
E14	1.5" Service Tap, Install on 4"-8" Waterline	EA	$ 2,450.00	$ 2,579.85
E15	2" Service Tap, Install on 4"-8" Waterline	EA	$ 3,375.00	$ 3,553.88
E16	3/4" Service Tap, Install on 10"-12" Waterline	EA	$ 1,690.00	$ 1,779.57
E17	1" Service Tap, Install on 10"-12" Waterline	EA	$ 2,025.00	$ 2,132.33
E18	1.5" Service Tap, Install on 10"-12" Waterline	EA	$ 2,450.00	$ 2,579.85
E19	2" Service Tap, Install on 10"-12" Waterline	EA	$ 3,375.00	$ 3,553.88
E20	Install 4"-8" tee, to any size	EA	$ 6,075.00	$ 6,396.98
E21	Install 10"-12" tee, to any size	EA	$ 8,100.00	$ 8,529.30
E22	Install 4"-8" mechanical joint wet connection, to any size	EA	$ 4,640.00	$ 4,885.92
E23	Install 10"-12" wet connection, to any size	EA	$ 10,125.00	$ 10,661.63
E24	Auger and encase 4"-8", all depths, complete in place (to include pipe in casing)	LF	$ 607.50	$ 639.70
E25	Auger and encase 10"-12", all depths, complete in place (to include pipe in casing)	LF	$ 1,000.00	$ 1,053.00
E26	Annual and void space grouting	CY	$ 350.00	$ 368.55
E27	Install 1" Corporation Stop with Valve Box	EA	$ 675.00	$ 710.78
E28	Install 2" Corporation Stop with Valve Box	EA	$ 1,181.25	$ 1,243.86
E29	Install 4" gate valve & box	EA	$ 1,012.50	$ 1,066.17
E30	Install 6" gate valve & box	EA	$ 1,350.00	$ 1,421.55
E31	Install 8" gate valve & box	EA	$ 2,025.00	$ 2,132.33
E32	Install 12" gate valve & box	EA	$ 3,712.50	$ 3,909.27
E33	Install 8"x2" service saddle	EA	$ 1,518.75	$ 1,599.25
E34	Install 12"x1" service saddle	EA	$ 2,025.00	$ 2,132.33
E35	Install 12"x2" service saddle	EA	$ 2,193.75	$ 2,310.02

E36	Connect new 1" water line w/existing 1" water line	EA	$ 675.00	$ 710.78
E37	Connect new 2" water line w/existing 2" water line	EA	$ 843.75	$ 888.47
E38	Connect new 4" water line w/existing 4" water line	EA	$ 1,012.50	$ 1,066.17
E39	Connect new 6" water line w/existing 6" water line	EA	$ 1,181.25	$ 1,243.86
E40	Connect new 8" water line w/existing 8" water line	EA	$ 1,350.00	$ 1,421.55
E41	Connect new 12" water line w/existing 12" water line	EA	$ 1,687.50	$ 1,776.94
E42	Install 3/4 inch service connections	EA	$ 945.00	$ 995.09
E43	Remove and dispose of existing fire hydrant	EA	$ 843.75	$ 888.47
E44	Salvage existing fire hydrant and re-install in new location	EA	$ 4,387.50	$ 4,620.04
E45	Repair pavement with cold mix asphalt	TON	$ 405.00	$ 426.47
E46	Furnish and install 8" x 6" ductile iron fire hydrant tee	EA	$ 1,080.00	$ 1,137.24
E47	Furnish and install 6" ductile iron pipe fire hydrant lead piping	EA	$ 1,147.50	$ 1,208.32
E48	Furnish and install 8" x 6" fire hydrant or approved equal, including lead and FH valve	EA	$ 7,425.00	$ 7,818.53
F	**HDPE Tight Fitting Liner (IPS diameters) and Related Items**			
F1	6" HDPE IPS SDR 21 (0'- 8' deep)	LF	$ 77.00	$ 81.09
F2	6" HDPE IPS SDR 21 (8'- 12' deep)	LF	$ 85.00	$ 89.51
F3	6" HDPE IPS SDR 21 (12'- 16' deep)	LF	$ 90.00	$ 94.77
F4	8" HDPE IPS SDR 21 (0'- 8' deep)	LF	$ 80.00	$ 84.24
F5	8" HDPE IPS SDR 21 (8'- 12' deep)	LF	$ 90.00	$ 94.77
F6	8" HDPE IPS SDR 21 (12'- 16' deep)	LF	$ 95.00	$ 100.04
F7	10" HDPE IPS SDR 21 (0'- 8' deep)	LF	$ 85.00	$ 89.51
F8	10" HDPE IPS SDR 21 (8'- 12' deep)	LF	$ 95.00	$ 100.04
F9	10" HDPE IPS SDR 21 (12'- 16' deep)	LF	$ 100.00	$ 105.30
F10	12" HDPE IPS SDR 21 (0'- 8' deep)	LF	$ 100.00	$ 105.30
F11	12" HDPE IPS SDR 21 (8'- 12' deep)	LF	$ 108.00	$ 113.73
F12	12" HDPE IPS SDR 21 (12'- 16' deep)	LF	$ 116.00	$ 122.15
F13	16" HDPE IPS SDR 21 (0'- 8' deep)	LF	$ 116.00	$ 122.15
F14	16" HDPE IPS SDR 21 (8'- 12' deep)	LF	$ 132.00	$ 139.00
F15	16" HDPE IPS SDR 21 (12'- 16' deep)	LF	$ 155.00	$ 163.22
F16	18" HDPE IPS SDR 21 (0'- 8' deep)	LF	$ 140.00	$ 147.42
F17	18" HDPE IPS SDR 21 (8'- 12' deep)	LF	$ 155.00	$ 163.22
F18	18" HDPE IPS SDR 21 (12'- 16' deep)	LF	$ 186.00	$ 195.86
F19	20" HDPE IPS SDR 21 (0'- 8' deep)	LF	$ 186.00	$ 195.86
F20	20" HDPE IPS SDR 21 (8'- 12' deep)	LF	$ 201.00	$ 211.66
F21	20" HDPE IPS SDR 21 (12'- 16' deep)	LF	$ 225.00	$ 236.93
F22	24" HDPE IPS SDR 21 (0'- 8' deep)	LF	$ 217.00	$ 228.51
F23	24" HDPE IPS SDR 21 (8'- 12' deep)	LF	$ 232.00	$ 244.30
F24	24" HDPE IPS SDR 21 (12'- 16' deep)	LF	$ 256.00	$ 269.57
F25	27" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	$ 426.00	$ 448.58
F26	30" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	$ 465.00	$ 489.65
F27	36" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	$ 543.00	$ 571.78
F28	42" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	$ 621.00	$ 653.92
F29	48" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	$ 853.00	$ 898.21
F30	54" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	$ 931.00	$ 980.35
F31	60" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	$ 1,242.00	$ 1,307.83
F32	72" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	$ 1,552.00	$ 1,634.26
F33	27" Installation of FRP or SRPCP segments <10lf joints	LF	$ 512.00	$ 539.14
F34	30" Installation of FRP or SRPCP segments <10lf joints	LF	$ 558.00	$ 587.58
F35	36" Installation of FRP or SRPCP segments <10lf joints	LF	$ 652.00	$ 686.56
F36	42" Installation of FRP or SRPCP segments <10lf joints	LF	$ 745.00	$ 784.49
F37	48" Installation of FRP or SRPCP segments <10lf joints	LF	$ 1,025.00	$ 1,079.33
F38	54" Installation of FRP or SRPCP segments <10lf joints	LF	$ 1,117.00	$ 1,176.21
F39	60" Installation of FRP or SRPCP segments <10lf joints	LF	$ 1,490.00	$ 1,568.97
F40	72" Installation of FRP or SRPCP segments <10lf joints	LF	$ 1,863.00	$ 1,961.74
F41	27" Set-up for contiguous installations < 150 lf	LS	$ 1,552.00	$ 1,634.26
F42	30" Set-up for contiguous installations < 150 lf	LS	$ 3,105.00	$ 3,269.57
F43	36" Set-up for contiguous installations < 150 lf	LS	$ 3,105.00	$ 3,269.57
F44	42" Set-up for contiguous installations < 150 lf	LS	$ 3,105.00	$ 3,269.57
F45	48" Set-up for contiguous installations < 150 lf	LS	$ 3,105.00	$ 3,269.57
F46	54" Set-up for contiguous installations < 150 lf	LS	$ 3,105.00	$ 3,269.57
F47	60" Set-up for contiguous installations < 150 lf	LS	$ 3,105.00	$ 3,269.57
F48	72" Set-up for contiguous installations < 150 lf	LS	$ 3,250.00	$ 3,422.25
G	**Structure (Manhole) Rehabilitation, Corrosion Protection, and Related Items**			
G1	Rehabilitation (Standard 4-ft Diameter) - 1-inch Portland cementitious liner	VF	$ 437.50	$ 460.69
G2	Rehabilitation (Standard 5-ft Diameter) - 1-inch Portland cementitious liner	VF	$ 500.00	$ 526.50
G3	Rehabilitation (Standard 6-ft Diameter) - 1-inch Portland cementitious liner	VF	$ 562.50	$ 592.32
G4	Rehabilitation (Standard 7-ft Diameter) - 1-inch Portland cementitious liner	VF	$ 660.00	$ 694.98
G5	Rehabilitation (Standard 8-ft Diameter) - 1-inch Portland cementitious liner	VF	$ 755.00	$ 795.02
G6	Rehabilitation (Standard 9-ft Diameter) - 1-inch Portland cementitious liner	VF	$ 850.00	$ 895.05
G7	Rehabilitation - each additional 1/2-inch Portland cementitious liner	SF	$ 31.25	$ 32.91
G8	Rehabilitation - 1-inch Portland cementitious liner	SF	$ 43.75	$ 46.07
G9	Rehabilitation (Standard 4-ft Diameter) - 1-inch Calcium Aluminate liner	VF	$ 500.00	$ 526.50
G10	Rehabilitation (Standard 5-ft Diameter) - 1-inch Calcium Aluminate liner	VF	$ 562.50	$ 592.32
G11	Rehabilitation (Standard 6-ft Diameter) - 1-inch Calcium Aluminate liner	VF	$ 625.00	$ 658.13
G12	Rehabilitation (Standard 7-ft Diameter) - 1-inch Calcium Aluminate liner	VF	$ 750.00	$ 789.75
G13	Rehabilitation (Standard 8-ft Diameter) - 1-inch Calcium Aluminate liner	VF	$ 855.00	$ 900.32

G14	Rehabilitation (Standard 9-ft Diameter) - 1-inch Calcium Aluminate liner	VF	$ 965.00	$ 1,016.15
G15	Rehabilitation - each additional 1/2-inch Calcium Aluminate liner	SF	$ 37.50	$ 39.49
G16	Rehabilitation - 1-inch Calcium Aluminate liner	SF	$ 50.00	$ 52.65
G17	Rehabilitation (Standard 4-ft Diameter) - 1-inch Geopolymer liner	VF	$ 562.50	$ 592.32
G18	Rehabilitation (Standard 5-ft Diameter) - 1-inch Geopolymer liner	VF	$ 625.00	$ 658.13
G19	Rehabilitation (Standard 6-ft Diameter) - 1-inch Geopolymer liner	VF	$ 687.50	$ 723.94
G20	Rehabilitation (Standard 7-ft Diameter) - 1-inch Geopolymer liner	VF	$ 835.00	$ 879.26
G21	Rehabilitation (Standard 8-ft Diameter) - 1-inch Geopolymer liner	VF	$ 955.00	$ 1,005.62
G22	Rehabilitation (Standard 9-ft Diameter) - 1-inch Geopolymer liner	VF	$ 1,075.00	$ 1,131.98
G23	Rehabilitation - each additional 1/2-inch Geopolymer liner	SF	$ 43.75	$ 46.07
G24	Rehabilitation - 1-inch Geopolymer liner	SF	$ 56.25	$ 59.24
G25	Rehabilitation (Standard 4-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	$ 687.50	$ 723.94
G26	Rehabilitation (Standard 5-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	$ 812.50	$ 855.57
G27	Rehabilitation (Standard 6-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	$ 937.50	$ 987.19
G28	Rehabilitation (Standard 7-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	$ 1,100.00	$ 1,158.30
G29	Rehabilitation (Standard 8-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	$ 1,255.00	$ 1,321.52
G30	Rehabilitation (Standard 9-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	$ 1,415.00	$ 1,490.00
G31	Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SF	$ 106.25	$ 111.89
G32	Rehabilitation (Standard 4-ft Diameter) - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	$ 937.50	$ 987.19
G33	Rehabilitation (Standard 5-ft Diameter) - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	$ 1,062.50	$ 1,118.82
G34	Rehabilitation (Standard 6-ft Diameter) - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	$ 1,187.50	$ 1,250.44
G35	Rehabilitation (Standard 7-ft Diameter) - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	$ 1,430.00	$ 1,505.79
G36	Rehabilitation (Standard 8-ft Diameter) - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	$ 1,635.00	$ 1,721.66
G37	Rehabilitation (Standard 9-ft Diameter) - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	$ 1,840.00	$ 1,937.52
G38	Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	SF	$ 218.75	$ 230.35
G39	Rehabilitation - CIPM 4-ft Diameter	VF	$ 1,000.00	$ 1,053.00
G40	Rehabilitation - CIPM 5-ft Diameter	VF	$ 1,500.00	$ 1,579.50
G41	Rehabilitation - CIPM 6-ft Diameter	VF	$ 2,000.00	$ 2,106.00
G42	Rehabilitation - CIPM 7-ft Diameter	VF	$ 2,500.00	$ 2,632.50
G43	Rehabilitation - CIPM 8-ft Diameter	VF	$ 3,000.00	$ 3,159.00
G44	Rehabilitation - CIPM 9-ft Diameter	VF	$ 3,500.00	$ 3,685.50
G45	Rehabilitation - CIPM per SF	SF	$ 125.00	$ 131.63
G46	Rehabilitation - CIPM Flat Top	EA	$ 7,500.00	$ 7,897.50
G47	Rebuild Bench and Invert	EA	$ 1,500.00	$ 1,579.50
G48	Invert Installation, 4' Dia.	EACH	$ 2,187.50	$ 2,303.44
G49	Invert Installation, 5' Dia.	EACH	$ 2,343.75	$ 2,467.97
G50	Invert Installation, 6' Dia.	EACH	$ 2,656.25	$ 2,797.04
G51	Invert Installation, 7' Dia.	EACH	$ 3,055.00	$ 3,216.92
G52	Invert Installation, 8' Dia.	EACH	$ 3,515.00	$ 3,701.30
G53	Invert Installation, 9' Dia.	EACH	$ 4,045.00	$ 4,259.39
G54	Invert Installation, Other Configurations	SF	$ 3,906.25	$ 4,113.29
G55	All Sizes Installation of Manhole Chimney Seal	EA	$ 1,540.00	$ 1,621.62
G56	Vacuum Test Manhole (12" mainline or smaller)	EA	$ 812.50	$ 855.57
G57	Holiday Test Manhole (Epoxy Only)	EA	$ 1,215.00	$ 1,279.40
G58	New manhole frame and cover - 24"	EA	$ 3,125.00	$ 3,290.63
G59	New manhole frame and cover - 32"	EA	$ 4,375.00	$ 4,606.88
G60	Locate and Expose Buried Manhole, Street	EA	$ 1,250.00	$ 1,316.25
G61	Locate and Expose Buried Manhole, Non-Street	EA	$ 937.50	$ 987.19
G62	Adjust manhole frame and cover up to 1 Ft	EA	$ 1,562.50	$ 1,645.32
G63	Adjust manhole frame and cover over 1 Ft	VF	$ 1,875.00	$ 1,974.38
G64	Raise manhole frame and cover in Asphalt /Concrete	EA	$ 3,125.00	$ 3,290.63
G65	Raise manhole frame and cover in Grass	EA	$ 2,500.00	$ 2,632.50
G66	Replace manhole frame and cover in Asphalt /Concrete	EA	$ 5,000.00	$ 5,265.00
G67	Replace manhole frame and cover in Grass	EA	$ 3,750.00	$ 3,948.75
G68	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.) 24"	EA	$ 5,625.00	$ 5,923.13
G69	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.) 32"	EA	$ 8,125.00	$ 8,555.63
G70	Installation of FRP rehabilitation structures up to 6' depth (Standard 4-ft Diameter)	EA	$ 25,000.00	$ 26,325.00
G71	Additional depth for FRP rehabilitation structures (Standard 4-ft Diameter)	VF	$ 2,500.00	$ 2,632.50
G72	All Sizes Installation of poured in place structure	SF	$ 250.00	$ 263.25
G73	All Sizes Set-up for install of poured in place MH structure or FRP	LS	$ 6,250.00	$ 6,581.25
G74	Supply & Installation of Structure (any size)	EA	$ 150,000.00	$ 157,950.00
H	**Excavation and Related Items**			
H1	Mobilization for open cut	EA	$ 37,500.00	$ 39,487.50
H2	Construction Entrance/Exit, Installation and Removal	EA	$ 12,200.00	$ 12,846.60
H3	Construction Entrance/Exit, Install Only	EA	$ 8,500.00	$ 8,950.50
H4	Easement Access Road-14'Width, Install and Removal	LF	$ 330.00	$ 347.49
H5	Easement Access Road-14'Width, Install only	LF	$ 280.00	$ 294.84
H6	Temporary Creek Crossing (12" / 15" Diameter Pipes Installed)	LF	$ 1,220.00	$ 1,284.66
H7	Temporary Creek Crossing (18" / 24" Diameter Pipes Installed)	LF	$ 1,400.00	$ 1,474.20
H8	Temporary Creek Crossing (36" Diameter Pipes Installed)	LF	$ 1,780.00	$ 1,874.34
H9	Temporary Creek Crossing (42" Diameter Pipes Installed)	LF	$ 2,250.00	$ 2,369.25
H10	6" - 8" Point repair (max 12' deep) 5 LF	EA	$ 28,125.00	$ 29,615.63
H11	10" - 12" Point repair (0 - 12' deep) 5 LF	EA	$ 33,750.00	$ 35,538.75
H12	15" - 18" Point repair (0 - 12' deep) 5 LF	EA	$ 46,875.00	$ 49,359.38
H13	21" - 24" Point repair (0 - 12' deep) 5 LF	EA	$ 56,250.00	$ 59,231.25
H14	30" Point repair (0 - 12' deep) 5 LF	EA	$ 93,750.00	$ 98,718.75
H15	36" Point repair (0 - 12' deep) 5 LF	EA	$ 112,500.00	$ 118,462.50

H16	42" Point repair (0 - 12' deep) 5 LF	EA	$ 131,250.00	$ 138,206.25
H17	48" Point repair (0 - 12' deep) 5 LF	EA	$ 140,625.00	$ 148,078.13
H18	54" Point repair (0 - 12' deep) 5 LF	EA	$ 150,000.00	$ 157,950.00
H19	60" Point repair (0 - 12' deep) 5 LF	EA	$ 159,375.00	$ 167,821.88
H20	66" Point repair (0 - 12' deep) 5 LF	EA	$ 168,750.00	$ 177,693.75
H21	72" Point repair (0 - 12' deep) 5 LF	EA	$ 178,125.00	$ 187,565.63
H22	78" Point repair (0 - 12' deep) 5 LF	EA	$ 187,500.00	$ 197,437.50
H23	84" Point repair (0 - 12' deep) 5 LF	EA	$ 196,875.00	$ 207,309.38
H24	96" Point repair (0 - 12' deep) 5 LF	EA	$ 206,250.00	$ 217,181.25
H25	108" Point repair (0 - 12' deep) 5 LF	EA	$ 215,625.00	$ 227,053.13
H26	Point Repair >5 LF and / or Open Cut - 6" - 8" (0 - 12' deep)	LF	$ 1,032.00	$ 1,086.70
H27	Point Repair >5 LF and / or Open Cut - 10" - 12" (0 - 12' deep)	LF	$ 1,095.00	$ 1,153.04
H28	Point Repair >5 LF and / or Open Cut - 15" - 18" (0 - 12' deep)	LF	$ 1,520.00	$ 1,600.56
H29	Point Repair >5 LF and / or Open Cut - 21" - 24" (0 - 12' deep)	LF	$ 1,825.00	$ 1,921.73
H30	Point Repair >5 LF and / or Open Cut - 30" (0 - 12' deep)	LF	$ 2,812.00	$ 2,961.04
H31	Point Repair >5 LF and / or Open Cut - 36" (0 - 12' deep)	LF	$ 3,375.00	$ 3,553.88
H32	Point Repair >5 LF and / or Open Cut - 42" (0 - 12' deep)	LF	$ 3,937.00	$ 4,145.67
H33	Point Repair >5 LF and / or Open Cut - 48" (0 - 12' deep)	LF	$ 4,218.00	$ 4,441.56
H34	Point Repair >5 LF and / or Open Cut - 54" (0 - 12' deep)	LF	$ 4,500.00	$ 4,738.50
H35	Point Repair >5 LF and / or Open Cut - 60" (0 - 12' deep)	LF	$ 4,781.00	$ 5,034.40
H36	Point Repair >5 LF and / or Open Cut - 66" (0 - 12' deep)	LF	$ 5,062.00	$ 5,330.29
H37	Point Repair >5 LF and / or Open Cut - 72" (0 - 12' deep)	LF	$ 5,343.00	$ 5,626.18
H38	Point Repair >5 LF and / or Open Cut - 78" (0 - 12' deep)	LF	$ 5,625.00	$ 5,923.13
H39	Point Repair >5 LF and / or Open Cut - 84" (0 - 12' deep)	LF	$ 5,906.00	$ 6,219.02
H40	Point Repair >5 LF and / or Open Cut - 96" (0 - 12' deep)	LF	$ 6,187.00	$ 6,514.92
H41	Point Repair >5 LF and / or Open Cut - 108" (0 - 12' deep)	LF	$ 6,468.00	$ 6,810.81
H42	Point Repair adder for any diameter pipe over 12' deep	LF	$ 3,750.00	$ 3,948.75
H43	Connection to existing manhole for open cut installation	EA	$ 21,600.00	$ 22,744.80
H44	Add/Deduct cost for providing 6" DIP in lieu of PVC pipe	LF	$ 85.00	$ 89.51
H45	Add/Deduct cost for providing 8" DIP in lieu of PVC pipe	LF	$ 94.00	$ 98.99
H46	Add/Deduct cost for providing 10" DIP in lieu of PVC pipe	LF	$ 113.00	$ 118.99
H47	Add/Deduct cost for providing 12" DIP in lieu of PVC pipe	LF	$ 122.00	$ 128.47
H48	Add/Deduct cost for providing 15" DIP in lieu of PVC pipe	LF	$ 179.00	$ 188.49
H49	Add/Deduct cost for providing 18" DIP in lieu of PVC pipe	LF	$ 216.00	$ 227.45
H50	Add/Deduct cost for providing 20" DIP in lieu of PVC pipe	LF	$ 244.00	$ 256.94
H51	Add/Deduct cost for providing 24" DIP in lieu of PVC pipe	LF	$ 338.00	$ 355.92
H52	Access Pit (0'-8' deep)	EA	$ 6,450.00	$ 6,791.85
H53	Access Pit (8'-12' deep)	EA	$ 9,000.00	$ 9,477.00
H54	Access Pit (12'-16' deep)	EA	$ 16,800.00	$ 17,690.40
H55	Access Pit (16'-20' deep)	EA	$ 21,900.00	$ 23,060.70
H56	Access Pit (over 20' deep)	EA	$ 33,750.00	$ 35,538.75
H57	Trench safety (0-8' deep)	LF	$ 22.50	$ 23.70
H58	Trench safety (8-12' deep)	LF	$ 37.50	$ 39.49
H59	Trench safety (12-16' deep)	LF	$ 75.00	$ 78.98
H60	Trench safety (16-20' deep)	LF	$ 150.00	$ 157.95
H61	Trench safety over 20' deep)	LF	$ 375.00	$ 394.88
H62	Obstruction Removal (0'- 12' deep)	EA	$ 7,500.00	$ 7,897.50
H63	Obstruction Removal (12'- 15' deep)	EA	$ 12,000.00	$ 12,636.00
H64	External reconnect (0'- 8' deep) up to 5 linear feet	EA	$ 3,750.00	$ 3,948.75
H65	External reconnect (8'- 12' deep) up to 5 linear feet	EA	$ 6,750.00	$ 7,107.75
H66	External reconnect (12'- 16' deep) up to 5 linear feet	EA	$ 9,000.00	$ 9,477.00
H67	External reconnect (16-20' deep) up to 5 linear feet	EA	$ 18,000.00	$ 18,954.00
H68	External reconnect (over 20' deep) up to 5 linear feet	EA	$ 24,750.00	$ 26,061.75
H69	Extra length service connection over 5 linear feet	LF	$ 300.00	$ 315.90
H70	Remove and replace or install service line cleanout	EA	$ 5,250.00	$ 5,528.25
H71	Remove and replace or install cleanout	EA	$ 4,500.00	$ 4,738.50
H72	Lid Removal / Replacement / Modification	EA	$ 37,500.00	$ 39,487.50
H73	Pipe Seal Fix (8" Diameter)-Stainless Steel with EDPM	EA	$ 7,875.00	$ 8,292.38
H74	Pipe Seal Fix (10" Diameter)-Stainless Steel with EDPM	EA	$ 8,190.00	$ 8,624.07
H75	Pipe Seal Fix (12" Diameter)-Stainless Steel with EDPM	EA	$ 8,505.00	$ 8,955.77
H76	Pipe Seal Fix (15" Diameter)-Stainless Steel with EDPM	EA	$ 9,135.00	$ 9,619.16
H77	Pipe Seal Fix (18" Diameter)-Stainless Steel with EDPM	EA	$ 9,765.00	$ 10,282.55
H78	Pipe Seal Fix (21" Diameter)-Stainless Steel with EDPM	EA	$ 10,710.00	$ 11,277.63
H79	Pipe Seal Fix (24" Diameter)-Stainless Steel with EDPM	EA	$ 11,970.00	$ 12,604.41
H80	Unsuitable Soil Replacement (Crusher Run)	CY	$ 282.00	$ 296.95
H81	Unsuitable Soil Replacement (Imported fill)	CY	$ 375.00	$ 394.88
H82	Potholing for Nearby Utility Location or Obstruction Removal (0'-8' deep)	EA	$ 6,450.00	$ 6,791.85
H83	Potholing for Nearby Utility Location or Obstruction Removal (8'-12' deep)	EA	$ 9,000.00	$ 9,477.00
H84	Potholing for Nearby Utility Location or Obstruction Removal (12'-16' deep)	EA	$ 16,800.00	$ 17,690.40
H85	Potholing for Nearby Utility Location or Obstruction Removal (16'-20' deep)	EA	$ 21,900.00	$ 23,060.70
H86	Insert 24-32" Plastic Manhole Dish Insert	EA	$ 375.00	$ 394.88
H87	Insert 24-32" Stainless Manhole Dish Insert	EA	$ 750.00	$ 789.75
H88	Install New Manhole Frame and Cover - 24 or 32"	EA	$ 5,250.00	$ 5,528.25
H89	Adjust existing Manhole Frame and Cover	EA	$ 4,500.00	$ 4,738.50
H90	Install New 4' DIA precast manhole 0' - 6' deep	EA	$ 13,500.00	$ 14,215.50
H91	Extra depth 4' DIA precast manhole over 6' deep	VF	$ 1,425.00	$ 1,500.53
H92	Install New 5' DIA precast manhole 0' - 6' deep	EA	$ 18,000.00	$ 18,954.00

H93	Extra depth 5' DIA precast manhole over 6' deep	VF	$ 2,250.00	$ 2,369.25
H94	Install New 6' DIA precast manhole 0' - 6' deep	EA	$ 30,000.00	$ 31,590.00
H95	Extra depth 6' DIA precast manhole over 6' deep	VF	$ 3,750.00	$ 3,948.75
H96	Install New 4' DIA fiberglass manhole 0' - 6' deep	EA	$ 14,250.00	$ 15,005.25
H97	Extra depth 4' DIA fiberglass manhole over 6' deep	VF	$ 1,425.00	$ 1,500.53
H98	Install New 5' DIA fiberglass manhole 0' - 6' deep	EA	$ 18,750.00	$ 19,743.75
H99	Extra depth 5' DIA fiberglass manhole over 6' deep	VF	$ 2,250.00	$ 2,369.25
H100	Install New 6' DIA fiberglass manhole 0' - 6' deep	EA	$ 37,500.00	$ 39,487.50
H101	Extra depth 6' DIA fiberglass manhole over 6' deep	VF	$ 4,500.00	$ 4,738.50
H102	Sanitary Sewer Structure, Type B Structure, Up to 6' deep	EA	$ 24,750.00	$ 26,061.75
H103	Extra Depth Type B Structure, greater than 6' depth	VF	$ 1,950.00	$ 2,053.35
H104	Sanitary Sewer Structure, Type C Structure, Up to 6' deep	EA	$ 24,750.00	$ 26,061.75
H105	Extra Depth Type C Structure, greater than 6' depth	VF	$ 1,950.00	$ 2,053.35
H106	Cement stabilized sand	TON	$ 180.00	$ 189.54
H107	Gravel / Granular backfill/Crushed Rock	TON	$ 165.00	$ 173.75
H108	Flowable Fill	CY	$ 450.00	$ 473.85
H109	Dewatering setup (well pointing) maximum 25' deep, includes 20 linear feet setup	EA	$ 18,000.00	$ 18,954.00
H110	Extra length dewatering over 20 linear feet	LF	$ 300.00	$ 315.90
H111	Operation Maintain Well Points by the Day	DY	$ 3,750.00	$ 3,948.75
H112	Extra hand excavation	CF	$ 375.00	$ 394.88
H113	Timber Matting for Large Diameter Setup	SY	$ 172.50	$ 181.65
H114	Channel Excavation	CY	$ 112.50	$ 118.47
H115	Debris Removal	CY	$ 375.00	$ 394.88
H116	Clearing and Grubbing	ACRE	$ 10,125.00	$ 10,661.63
H117	Tree Protection Fence	LF	$ 225.00	$ 236.93
H118	Tree Removal (6” – 12”)	EA	$ 4,500.00	$ 4,738.50
H119	Tree Removal (13” – 23”)	EA	$ 6,750.00	$ 7,107.75
H120	Tree Removal (> 24”)	EA	$ 11,250.00	$ 11,846.25
H121	Rework Catch basin Cover to Accept New Manhole Covers	EA	$ 3,750.00	$ 3,948.75
H122	Seismic Monitoring	EA	$ 30,000.00	$ 31,590.00
H123	Saw Cutting up to 8" depth	LF	$ 34.50	$ 36.33
H124	Saw Cutting over 8" depth	LF	$ 37.50	$ 39.49
H125	Specialty Brick Paver/Sidewalk Replacement	SF	$ 450.00	$ 473.85
H126	Repair/Rehab 2" Asphalt pavement	SF	$ 262.50	$ 276.42
H127	Repair/Rehab 8" Flex base	SF	$ 225.00	$ 236.93
H128	Repair/Rehab 8" Concrete	SF	$ 525.00	$ 552.83
H129	Repair/Rehab 6" Concrete	SF	$ 450.00	$ 473.85
H130	Repair/Rehab 4" Concrete	SF	$ 412.50	$ 434.37
H131	Repair/Rehab Concrete curb and gutter	LF	$ 97.50	$ 102.67
H132	Granite Curb, Remove and Reset	LF	$ 150.00	$ 157.95
H133	Seeding	SF	$ 7.50	$ 7.90
H134	Sodding	SF	$ 43.50	$ 45.81
H135	Repair/Rehab chain link fence with new	LF	$ 67.50	$ 71.08
H136	Repair/Rehab wooden fence with new	LF	$ 82.50	$ 86.88
H137	Topsoil Complete	CY	$ 97.50	$ 102.67
H138	Sanding Complete	CY	$ 97.50	$ 102.67
H139	Mulch Complete	CY	$ 97.50	$ 102.67
H140	Straw Bale Barrier	LF	$ 45.00	$ 47.39
H141	Tree Replacement: Hardwoods, 2"	EA	$ 1,950.00	$ 2,053.35
H142	Tree Replacement: Pines, 2"	EA	$ 1,950.00	$ 2,053.35
H143	Shrub Replacement: 1 Gallon	EA	$ 112.50	$ 118.47
H144	Shrub Replacement: 3 Gallon	EA	$ 150.00	$ 157.95
H145	Shrub Replacement: 5 Gallon	EA	$ 187.50	$ 197.44
H146	Shrub Replacement: 7 Gallon	EA	$ 277.50	$ 292.21
H147	Bedding Flowers: Per Flat of 18"	EA	$ 975.00	$ 1,026.68
H148	Stone Rip Rap Type I, 24" In Place Complete	SY	$ 600.00	$ 631.80
H149	Riprap, Type II (Installed)	SY	$ 600.00	$ 631.80
H150	Stone Rip Rap Type III, 12" In Place Complete	SY	$ 600.00	$ 631.80
H151	Stone Grouted Rip Rap - 12" Installed	SY	$ 675.00	$ 710.78
H152	Silt Fence Type A, Complete	LF	$ 27.00	$ 28.44
H153	Silt Fence Type C, Complete	LF	$ 18.00	$ 18.96
H154	Silt Fence - Type C, Double Row	LF	$ 30.00	$ 31.59
H155	Inlet Sediment Trap	EA	$ 475.00	$ 500.18
H156	Orange Barrier Fence	LF	$ 13.50	$ 14.22
H157	Hay Bales Complete	EA	$ 375.00	$ 394.88
H158	Erosion Control Blanket	SY	$ 10.00	$ 10.53
H159	Plastic Filter Fabric Installed	SY	$ 22.50	$ 23.70
H160	Permanent Soil Reinforced Mat Installed	SF	$ 285.00	$ 300.11
I	**Horizontal Directional Drilling (HDD) / Jack and Bore and Related Items**			
I1	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA	$ 65.00	$ 68.45
I2	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA	$ 70.00	$ 73.71
I3	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA	$ 75.00	$ 78.98
I4	2"-4" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA	$ 80.00	$ 84.24
I5	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA	$ 10.00	$ 10.53
I6	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA	$ 70.00	$ 73.71
I7	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA	$ 75.00	$ 78.98
I8	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA	$ 80.00	$ 84.24

I9	6"-8" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA	$ 95.00	$ 100.04
I10	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA	$ 13.00	$ 13.69
I11	10"-12" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA	$ 75.00	$ 78.98
I12	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA	$ 80.00	$ 84.24
I13	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA	$ 85.00	$ 89.51
I14	10"-12" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	$ 115.00	$ 121.10
I15	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	$ 23.00	$ 24.22
I16	15"-18" Installation of pipe clay ground conditions (pipe cost excluded	IN/DIA	$ 260.00	$ 273.78
I17	15"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA	$ 265.00	$ 279.05
I18	15"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded	IN/DIA	$ 335.00	$ 352.76
I19	15"-18" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	$ 365.00	$ 384.35
I20	15"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	$ 43.00	$ 45.28
I21	21"-24" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA	$ 300.00	$ 315.90
I22	21"-24" Installation of pipe loose sand ground conditions (pipe cost excluded	IN/DIA	$ 310.00	$ 326.43
I23	21"-24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA	$ 415.00	$ 437.00
I24	21"-24" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	$ 495.00	$ 521.24
I25	21"-24" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	$ 52.00	$ 54.76
I26	Access Pit for Directional Drill (0'-8' deep)	EA	$ 4,300.00	$ 4,527.90
I27	Access Pit for Directional Drill (8'-12' deep)	EA	$ 6,000.00	$ 6,318.00
I28	Access Pit for Directional Drill (12'-16' deep)	EA	$ 11,200.00	$ 11,793.60
I29	Access Pit for Directional Drill (16'-20' deep)	EA	$ 14,600.00	$ 15,373.80
I30	2"-4" Set-up for contiguous lengths <150 lf	LS	$ 5,500.00	$ 5,791.50
I31	6"-8" Set-up for contiguous lengths <150 lf	LS	$ 6,000.00	$ 6,318.00
I32	10"-12" Set-up for contiguous lengths <150 lf	LS	$ 6,250.00	$ 6,581.25
I33	15"-18" Set-up for contiguous lengths <150 lf	LS	$ 6,500.00	$ 6,844.50
I34	21"-24" Set-up for contiguous lengths <150 lf	LS	$ 6,750.00	$ 7,107.75
I35	27"-36" Set-up for contiguous lengths <150 lf	LS	$ 7,000.00	$ 7,371.00
I36	Jack and Bore - 6"	LF	$ 600.00	$ 631.80
I37	Jack and Bore - 8"	LF	$ 800.00	$ 842.40
I38	Jack and Bore - 10"	LF	$ 1,000.00	$ 1,053.00
I39	Jack and Bore - 12"	LF	$ 1,200.00	$ 1,263.60
I40	Jack and Bore - 15"	LF	$ 1,500.00	$ 1,579.50
I41	Jack and Bore - 18"	LF	$ 1,800.00	$ 1,895.40
I42	Jack and Bore - 21"	LF	$ 2,100.00	$ 2,211.30
I43	Jack and Bore - 24"	LF	$ 2,400.00	$ 2,527.20
I44	Jack and Bore - 27"	LF	$ 2,700.00	$ 2,843.10
I45	Jack and Bore - 30"	LF	$ 3,000.00	$ 3,159.00
I46	Jack and Bore - 33"	LF	$ 3,300.00	$ 3,474.90
I47	Jack and Bore - 36"	LF	$ 3,600.00	$ 3,790.80
I48	Jack and Bore - 42"	LF	$ 4,200.00	$ 4,422.60
I49	Jack and Bore - 48"	LF	$ 4,800.00	$ 5,054.40
I50	Jack and Bore - 54"	LF	$ 5,400.00	$ 5,686.20
I51	Jack and Bore - 60"	LF	$ 6,000.00	$ 6,318.00
I52	Jack and Bore - 66"	LF	$ 6,600.00	$ 6,949.80
I53	Jack and Bore - 72"	LF	$ 7,200.00	$ 7,581.60
I54	Jack and Bore - 78"	LF	$ 7,800.00	$ 8,213.40
I55	Jack and Bore - 84"	LF	$ 8,400.00	$ 8,845.20
I56	Jack and Bore - 96"	LF	$ 9,600.00	$ 10,108.80
J	**Bypass for Gravity Pipelines and Related Items**			
J1	Set up 4" pump and piping including up to 1000 feet of bypass discharge line	EA	$ 3,200.00	$ 3,369.60
J2	Set up 6" pump and piping including up to 1000 feet of bypass discharge line	EA	$ 6,500.00	$ 6,844.50
J3	Set up 8" pump and piping including up to 1000 feet of bypass discharge line	EA	$ 15,000.00	$ 15,795.00
J4	Set up 10" pump and piping including up to 1000 feet of bypass discharge line	EA	$ 20,000.00	$ 21,060.00
J5	Set up 12" pump and piping including up to 1000 feet of bypass discharge line	EA	$ 25,000.00	$ 26,325.00
J6	Set up 18" pump and piping including up to 1000 feet of bypass discharge line	EA	$ 35,000.00	$ 36,855.00
J7	Set Up Additional Length 4" Bypass Discharge Line over 1000 feet	LF	$ 40.00	$ 42.12
J8	Set Up Additional Length 6" Bypass Discharge Line over 1000 feet	LF	$ 45.00	$ 47.39
J9	Set Up Additional Length 8" Bypass Discharge Line over 1000 feet	LF	$ 50.00	$ 52.65
J10	Set Up Additional Length 10" Bypass Discharge Line over 1000 feet	LF	$ 65.00	$ 68.45
J11	Set Up Additional Length 12" Bypass Discharge Line over 1000 feet	LF	$ 115.00	$ 121.10
J12	Set Up Additional Length 18" Bypass Discharge Line over 1000 feet	LF	$ 170.00	$ 179.01
J13	Operate 4" pumping System per pump	DY	$ 1,500.00	$ 1,579.50
J14	Operate 4" Hoses - includes up to 20' of suction & 1,000' of lay flat	DY	$ 600.00	$ 631.80
J15	Operate 4" Hoses - Additional 20' Suction	DY	$ 30.00	$ 31.59
J16	Operate 4" Hoses - Additional 50' Lay flat	DY	$ 30.00	$ 31.59
J17	Operate 6" pumping System per pump	DY	$ 3,200.00	$ 3,369.60
J18	Operate 6" Hoses - includes up to 20' of suction & 1,000' of lay flat	DY	$ 750.00	$ 789.75
J19	Operate 6" Hoses - Additional 20' Suction	DY	$ 40.00	$ 42.12
J20	Operate 6" Hoses - Additional 50' Lay flat	DY	$ 40.00	$ 42.12
J21	Operate 8" pumping System per pump	DY	$ 6,800.00	$ 7,160.40
J22	Operate 8" Hoses - includes up to 20' of suction & 500' of HDPE or Aluminum Bauer Pipe	DY	$ 1,200.00	$ 1,263.60
J23	Operate 8" Hoses - Additional 10' Suction	DY	$ 50.00	$ 52.65
J24	Operate 8" Hoses - Additional 20' HDPE or Aluminum Bauer Pipe	DY	$ 30.00	$ 31.59
J25	Operate 10" pumping System per pump	DY	$ 8,500.00	$ 8,950.50
J26	Operate 10" Hoses - includes up to 20' of suction & 500' of HDPE or Aluminum Bauer Pipe	DY	$ 1,700.00	$ 1,790.10
J27	Operate 10" Hoses - Additional 10' Suction	DY	$ 100.00	$ 105.30
J28	Operate 10" Hoses - Additional 20' HDPE or Aluminum Bauer Pipe	DY	$ 80.00	$ 84.24

J29	Operate 12" pumping System per pump	DY	$ 10,500.00	$ 11,056.50
J30	Operate 12" Hoses - includes up to 20' of suction & 500' of HDPE	DY	$ 2,500.00	$ 2,632.50
J31	Operate 12" Hoses - Additional 10' Suction Hard Pipe	DY	$ 150.00	$ 157.95
J32	Operate 12" Hoses - Additional 20' HDPE	DY	$ 120.00	$ 126.36
J33	Operate 18" pumping System per pump	DY	$ 21,500.00	$ 22,639.50
J34	Operate 18" Hoses - includes up to 20' of suction & 500' of Fused HDPE Pipe	DY	$ 3,000.00	$ 3,159.00
J35	Operate 18" Hoses - Additional 10' Suction	DY	$ 250.00	$ 263.25
J36	Operate 18" Hoses - Additional 50' HDPE	DY	$ 200.00	$ 210.60
J37	Tear down 4" pump and piping including 1000 feet of bypass discharge line	EA	$ 3,000.00	$ 3,159.00
J38	Tear down 6" pump and piping including 1000 feet of bypass discharge line	EA	$ 4,500.00	$ 4,738.50
J39	Tear down 8" pump and piping including 1000 feet of bypass discharge line	EA	$ 6,500.00	$ 6,844.50
J40	Tear down 10" pump and piping including 1000 feet of bypass discharge line	EA	$ 7,500.00	$ 7,897.50
J41	Tear down 12" pump and piping including 1000 feet of bypass discharge line	EA	$ 8,500.00	$ 8,950.50
J42	Tear down 18" pump and piping including 1000 feet of bypass discharge line	EA	$ 10,500.00	$ 11,056.50
J43	Tear Down Additional Length 4" Bypass Discharge Line over 1000 feet	LF	$ 40.00	$ 42.12
J44	Tear Down Additional Length 6" Bypass Discharge Line over 1000 feet	LF	$ 45.00	$ 47.39
J45	Tear Down Additional Length 8" Bypass Discharge Line over 1000 feet	LF	$ 50.00	$ 52.65
J46	Tear Down Additional Length 10" Bypass Discharge Line over 1000 feet	LF	$ 65.00	$ 68.45
J47	Tear Down Additional Length 12" Bypass Discharge Line over 1000 feet	LF	$ 115.00	$ 121.10
J48	Tear Down Additional Length 18" Bypass Discharge Line over 1000 feet	LF	$ 170.00	$ 179.01
J49	Bypass - Driveway Ramp (Setup, Operate, Maintain)	DY	$ 3,750.00	$ 3,948.75
J50	8" ROAD CROSSING	DY	$ 1,500.00	$ 1,579.50
J51	10" BRIDGE STYLE ROAD CROSSING	DY	$ 2,000.00	$ 2,106.00
J52	10" ROAD CROSSING DOUBLE WIDE	DY	$ 3,500.00	$ 3,685.50
J53	12" ROAD CROSSING	DY	$ 3,000.00	$ 3,159.00
J54	12" ROAD CROSSING DOUBLE WIDE	DY	$ 4,000.00	$ 4,212.00
J55	18" ROAD CROSSING	DY	$ 6,500.00	$ 6,844.50
J56	Bypass - Street Ramp (Setup, Operate, Maintain)	DY	$ 3,750.00	$ 3,948.75
J57	Bypass - Street Trenching excluding restoration (Setup, Operate, Maintain)	LF	$ 3,000.00	$ 3,159.00
J58	PIPE FUSION MACHINE 6"-18"	DY	$ 780.00	$ 821.34
J59	PIPE FUSION MACHINE 4" - 12"	DY	$ 690.00	$ 726.57
J60	PUMP 1" TO 1.5" AOD	DY	$ 85.00	$ 89.51
J61	PUMP 2" AOD	DY	$ 145.00	$ 152.69
J62	PUMP 3" AOD	DY	$ 145.00	$ 152.69
J63	PUMP 2" GAS TRASH	DY	$ 150.00	$ 157.95
J64	PUMP 3" GAS TRASH	DY	$ 200.00	$ 210.60
J65	PUMP 4" GAS TRASH	DY	$ 300.00	$ 315.90
J66	PUMP 3" DIESEL	DY	$ 450.00	$ 473.85
J67	PUMP 4" DIESEL	DY	$ 600.00	$ 631.80
J68	PUMP 6" DIESEL	DY	$ 800.00	$ 842.40
J69	PUMP 6" PISTON DBA-WELLPOINT - DIESEL	DY	$ 900.00	$ 947.70
J70	PUMP 8" DIESEL	DY	$ 1,200.00	$ 1,263.60
J71	PUMP 8" PISTON DBA-WELLPOINT - DIESEL	DY	$ 1,400.00	$ 1,474.20
J72	PUMP 10" DIESEL	DY	$ 2,000.00	$ 2,106.00
J73	PUMP 12" DIESEL	DY	$ 2,500.00	$ 2,632.50
J74	PUMP 14" DIESEL	DY	$ 3,000.00	$ 3,159.00
J75	PUMP 18" DIESEL	DY	$ 4,500.00	$ 4,738.50
J76	4" HYDRAULIC PUMP HEAD	DY	$ 200.00	$ 210.60
J77	6" HYDRAULIC PUMP HEAD	DY	$ 300.00	$ 315.90
J78	8" HYDRAULIC PUMP HEAD	DY	$ 400.00	$ 421.20
J79	12" HYDRAULIC PUMP HEAD	DY	$ 600.00	$ 631.80
J80	HYDRAULIC POWER UNIT - 25HP	DY	$ 400.00	$ 421.20
J81	HYDRAULIC POWER UNIT - 65HP	DY	$ 500.00	$ 526.50
J82	HYDRAULIC POWER UNIT - 150HP	DY	$ 800.00	$ 842.40
J83	4 X 10 BAUER PIPE	DY	$ 30.00	$ 31.59
J84	6 X 10 BAUER PIPE	DY	$ 35.00	$ 36.86
J85	6 X 20 BAUER PIPE	DY	$ 40.00	$ 42.12
J86	8 X 10 BAUER PIPE	DY	$ 45.00	$ 47.39
J87	8 X 20 BAUER PIPE	DY	$ 50.00	$ 52.65
J88	PUMP HYDROSTATIC TEST 10K PSI AIR	MIN	$ 70.00	$ 73.71
J89	PUMP HYDROSTATIC TEST 8K PSI	MIN	$ 90.00	$ 94.77
J90	HOSE 8' PUMP HYDROSTATIC TEST	DY	$ 150.00	$ 157.95
J91	PUMP WATCH (each 12 Hour Shift)	EA	$ 3,000.00	$ 3,159.00
J92	HYDROSTATIC TESTING OF PIPING	HR	$ 500.00	$ 526.50
J93	24 HOUR SYSTEM TEST	HR	$ 500.00	$ 526.50
J94	SWPPP	EA	$ 6,500.00	$ 6,844.50
J95	6 X 6 CONTAINMENT BERM	DAY	$ 150.00	$ 157.95
J96	12 X 12 CONTAINMENT BERM	DAY	$ 300.00	$ 315.90
J97	PLUG TEST 6"-10"	DAY	$ 84.50	$ 88.98
J98	PLUG TEST 8"-12"	DAY	$ 97.50	$ 102.67
J99	PLUG TEST 12"-18"	DAY	$ 110.50	$ 116.36
J100	PLUG TEST 15"-30"	DAY	$ 162.50	$ 171.12
J101	PLUG TEST 24"-48"	DAY	$ 422.50	$ 444.90
J102	PLUG TEST 36"-60"	DAY	$ 650.00	$ 684.45
J103	PLUG TEST 48"-72"	DAY	$ 1,105.00	$ 1,163.57
J104	PLUG TEST 60"-96"	DAY	$ 1,235.00	$ 1,300.46
J105	Installation and Removal of Coffer Dam	EA	$ 13,000.00	$ 13,689.00

J106	Installation and Removal of Aqua Barrier	EA	$ 26,000.00	$ 27,378.00
J107	Rental of Aqua Barrier	WK	$ 6,500.00	$ 6,844.50
J108	Installation and Removal of Plugs 6" - 18"	EA	$ 1,950.00	$ 2,053.35
J109	Installation and Removal of Plugs 24"-48"	EA	$ 3,250.00	$ 3,422.25
J110	Installation and Removal of Plugs 48" and Greater	EA	$ 6,500.00	$ 6,844.50
J111	Installation and Removal of Earthen Dam	EA	$ 65,000.00	$ 68,445.00
J112	Installation and Removal of Sheet Piling	LF	$ 975.00	$ 1,026.68
J113	Installation and Removal of Dewatering Box	EA	$ 32,500.00	$ 34,222.50
J114	Diver - Mobilization Over 100 Miles	EA	$ 2,440.00	$ 2,569.32
J115	Diver - Pipe Cleaning / Dredging To Install Plug	HR	$ 405.00	$ 426.47
J116	Diver - Installation 1st Plug-60inch And Smaller (removal Same As Install)	EA	$ 2,440.00	$ 2,569.32
J117	Diver - Installation 5 Or More Plugs Same Day (day Rate) (removal Same As Install)	EA	$ 4,875.00	$ 5,133.38
J118	Diver - Install Additional Plugs On Same Mob (removal Same As Install)	EA	$ 1,950.00	$ 2,053.35
J119	Diver - Installation Plug 60 Inch And Greater (removal Same As Install)	EA	$ 3,250.00	$ 3,422.25
J120	Diver - Day Rate For Dive Team, Underwater Power Tools & Video (day Rate)	EA	$ 4,875.00	$ 5,133.38
J121	Bypass Pumping - Residential	EA	$ 2,000.00	$ 2,106.00
J122	Bypass Pumping - Heavy	EA	$ 10,000.00	$ 10,530.00
J123	Bypass Pumping - Wet Weather Flows	EA	$ 25,000.00	$ 26,325.00
K	**CIPP Pressure Pipe Lining for Potable and Non-Potable Pressure Pipelines and Related Items**			
K1	6" Installation of Pressure Pipe Lining (Potable)	LF	$ 540.00	$ 568.62
K2	8" Installation of Pressure Pipe Lining (Potable)	LF	$ 608.00	$ 640.23
K3	10" Installation of Pressure Pipe Lining (Potable)	LF	$ 698.00	$ 735.00
K4	12" Installation of Pressure Pipe Lining (Potable)	LF	$ 774.00	$ 815.03
K5	15" Installation of Pressure Pipe Lining (Potable)	LF	$ 878.00	$ 924.54
K6	18" Installation of Pressure Pipe Lining (Potable)	LF	$ 1,058.00	$ 1,114.08
K7	21" Installation of Pressure Pipe Lining (Potable)	LF	$ 1,179.00	$ 1,241.49
K8	24" Installation of Pressure Pipe Lining (Potable)	LF	$ 1,319.00	$ 1,388.91
K9	27" Installation of Pressure Pipe Lining (Potable)	LF	$ 1,440.00	$ 1,516.32
K10	30" Installation of Pressure Pipe Lining (Potable)	LF	$ 1,778.00	$ 1,872.24
K11	33" Installation of Pressure Pipe Lining (Potable)	LF	$ 2,070.00	$ 2,179.71
K12	36" Installation of Pressure Pipe Lining (Potable)	LF	$ 2,277.00	$ 2,397.69
K13	39" Installation of Pressure Pipe Lining (Potable)	LF	$ 2,619.00	$ 2,757.81
K14	42" Installation of Pressure Pipe Lining (Potable)	LF	$ 3,105.00	$ 3,269.57
K15	48" Installation of Pressure Pipe Lining (Potable)	LF	$ 4,140.00	$ 4,359.42
K16	54" Installation of Pressure Pipe Lining (Potable)	LF	$ 4,950.00	$ 5,212.35
K17	6" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$ 405.00	$ 426.47
K18	8" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$ 495.00	$ 521.24
K19	10" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$ 585.00	$ 616.01
K20	12" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$ 675.00	$ 710.78
K21	15" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$ 765.00	$ 805.55
K22	18" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$ 945.00	$ 995.09
K23	21" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$ 1,044.00	$ 1,099.34
K24	24" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$ 1,283.00	$ 1,351.00
K25	27" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$ 1,440.00	$ 1,516.32
K26	30" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$ 1,643.00	$ 1,730.08
K27	33" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$ 1,935.00	$ 2,037.56
K28	36" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$ 2,277.00	$ 2,397.69
K29	39" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$ 2,498.00	$ 2,630.40
K30	42" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$ 3,015.00	$ 3,174.80
K31	48" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$ 4,050.00	$ 4,264.65
K32	54" Reinforced Pressure Pipe Lining (Non-Potable)	LF	$ 4,500.00	$ 4,738.50
K33	6" Installation of End Seal - on gravity pipe	EA	$ 6,210.00	$ 6,539.13
K34	8" Installation of End Seal - on gravity pipe	EA	$ 6,210.00	$ 6,539.13
K35	10" Installation of End Seal - on gravity pipe	EA	$ 6,210.00	$ 6,539.13
K36	12" Installation of End Seal - on gravity pipe	EA	$ 6,210.00	$ 6,539.13
K37	15" Installation of End Seal - on gravity pipe	EA	$ 8,280.00	$ 8,718.84
K38	18" Installation of End Seal - on gravity pipe	EA	$ 10,350.00	$ 10,898.55
K39	21" Installation of End Seal - on gravity pipe	EA	$ 10,350.00	$ 10,898.55
K40	24" Installation of End Seal - on gravity pipe	EA	$ 12,420.00	$ 13,078.26
K41	27" Installation of End Seal - on gravity pipe	EA	$ 12,420.00	$ 13,078.26
K42	30" Installation of End Seal - on gravity pipe	EA	$ 12,420.00	$ 13,078.26
K43	33" Installation of End Seal - on gravity pipe	EA	$ 14,490.00	$ 15,257.97
K44	36" Installation of End Seal - on gravity pipe	EA	$ 14,490.00	$ 15,257.97
K45	39" Installation of End Seal - on gravity pipe	EA	$ 16,560.00	$ 17,437.68
K46	42" Installation of End Seal - on gravity pipe	EA	$ 16,560.00	$ 17,437.68
K47	48" Installation of End Seal - on gravity pipe	EA	$ 20,700.00	$ 21,797.10
K48	54" Installation of End Seal - on gravity pipe	EA	$ 20,700.00	$ 21,797.10
K49	6"to 12" System set-up charge (<150 lf)	EA	$ 6,210.00	$ 6,539.13
K50	15" to 21" System set-up charge (<150 lf)	EA	$ 6,210.00	$ 6,539.13
K51	24" to 33" System set-up charge (<150 lf)	EA	$ 6,210.00	$ 6,539.13
K52	36" to 54" System set-up charge (<150 lf)	EA	$ 6,210.00	$ 6,539.13
L	**CIPP Pressure Pipe Bypass and Related Items**			
L1	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	LF	$ 177.00	$ 186.39
L2	Connection of each service from 2"- 4" AWWA approved bypass	EA	$ 2,032.00	$ 2,139.70
L3	Operation of 2"- 4" AWWA approved bypass	Day	$ 4,416.00	$ 4,650.05
L4	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	LF	$ 221.00	$ 232.72

L5	Connection of each service from 6"- 8" AWWA approved bypass	EA	$ 2,253.00	$ 2,372.41
L6	Operation of 6"- 8" AWWA approved bypass	Day	$ 5,300.00	$ 5,580.90
L7	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	LF	$ 265.00	$ 279.05
L8	Connection of each service from 10"- 12" AWWA approved bypass	EA	$ 2,760.00	$ 2,906.28
L9	Operation of 10"- 12" AWWA approved bypass	Day	$ 8,832.00	$ 9,300.10
L10	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	LF	$ 663.00	$ 698.14
L11	Connection of each service from 13"- 19" AWWA approved bypass	EA	$ 2,871.00	$ 3,023.17
L12	Operation of 13"- 19" AWWA approved bypass	Day	$ 11,040.00	$ 11,625.12
L13	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	EA	$ 884.00	$ 930.86
L14	Connection of each service from 20"- 24" AWWA approved bypass	EA	$ 4,416.00	$ 4,650.05
L15	Operation of 20"- 24" AWWA approved bypass	Day	$ 11,040.00	$ 11,625.12
L16	Set up bypass of mainlines sizes 25"- 30" AWWA approved bypass	LF	$ 1,546.00	$ 1,627.94
L17	Connection of each service from 25"- 30" AWWA approved bypass	EA	$ 4,416.00	$ 4,650.05
L18	Operation of 25"- 30" AWWA approved bypass	Day	$ 13,248.00	$ 13,950.15
L19	Set up bypass of mainlines sizes 31"- 37" AWWA approved bypass	LF	$ 1,988.00	$ 2,093.37
L20	Connection of each service from 31"- 37" AWWA approved bypass	EA	$ 4,416.00	$ 4,650.05
L21	Operation of 31"- 37" AWWA approved bypass	Day	$ 13,248.00	$ 13,950.15
L22	Set up bypass of mainlines sizes 38"- 48" AWWA approved bypass	LF	$ 2,650.00	$ 2,790.45
L23	Connection of each service from 38"- 48" AWWA approved bypass	EA	$ 4,416.00	$ 4,650.05
L24	Operation of 38"- 48" AWWA approved bypass	Day	$ 13,248.00	$ 13,950.15
M	**Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning and Related Items**			
M1	6" Cleaning with pressure propelled pigs	LF	$ 45.00	$ 47.39
M2	8" Cleaning with pressure propelled pigs	LF	$ 45.00	$ 47.39
M3	10" Cleaning with pressure propelled pigs	LF	$ 45.00	$ 47.39
M4	12" Cleaning with pressure propelled pigs	LF	$ 45.00	$ 47.39
M5	15" Cleaning with pressure propelled pigs	LF	$ 67.00	$ 70.56
M6	18" Cleaning with pressure propelled pigs	LF	$ 67.00	$ 70.56
M7	21" Cleaning with pressure propelled pigs	LF	$ 67.00	$ 70.56
M8	24" Cleaning with pressure propelled pigs	LF	$ 89.00	$ 93.72
M9	27" Cleaning with pressure propelled pigs	LF	$ 89.00	$ 93.72

M10	30" Cleaning with pressure propelled pigs	LF	$ 89.00	$ 93.72
M11	33" Cleaning with pressure propelled pigs	LF	$ 89.00	$ 93.72
M12	36" Cleaning with pressure propelled pigs	LF	$ 177.00	$ 186.39
M13	42" Cleaning with pressure propelled pigs	LF	$ 177.00	$ 186.39
M14	48" Cleaning with pressure propelled pigs	LF	$ 177.00	$ 186.39
M15	54" Cleaning with pressure propelled pigs	LF	$ 177.00	$ 186.39
M16	6" Cleaning with scrapers or other attached tools	LF	$ 67.00	$ 70.56
M17	8" Cleaning with scrapers or other attached tools	LF	$ 67.00	$ 70.56
M18	10" Cleaning with scrapers or other attached tools	LF	$ 67.00	$ 70.56
M19	12" Cleaning with scrapers or other attached tools	LF	$ 67.00	$ 70.56
M20	15" Cleaning with scrapers or other attached tools	LF	$ 89.00	$ 93.72
M21	18" Cleaning with scrapers or other attached tools	LF	$ 89.00	$ 93.72
M22	21" Cleaning with scrapers or other attached tools	LF	$ 89.00	$ 93.72
M23	24" Cleaning with scrapers or other attached tools	LF	$ 111.00	$ 116.89
M24	27" Cleaning with scrapers or other attached tools	LF	$ 111.00	$ 116.89
M25	30" Cleaning with scrapers or other attached tools	LF	$ 111.00	$ 116.89
M26	33" Cleaning with scrapers or other attached tools	LF	$ 155.00	$ 163.22
M27	36" Cleaning with scrapers or other attached tools	LF	$ 155.00	$ 163.22
M28	42" Cleaning with scrapers or other attached tools	LF	$ 177.00	$ 186.39
M29	48" Cleaning with scrapers or other attached tools	LF	$ 221.00	$ 232.72
M30	54" Cleaning with scrapers or other attached tools	LF	$ 265.00	$ 279.05
M31	6" Pressure pipe inspection	LF	$ 18.00	$ 18.96
M32	8" Pressure pipe inspection	LF	$ 18.00	$ 18.96
M33	10" Pressure pipe inspection	LF	$ 23.00	$ 24.22
M34	12" Pressure pipe inspection	LF	$ 23.00	$ 24.22
M35	15" Pressure pipe inspection	LF	$ 23.00	$ 24.22
M36	18" Pressure pipe inspection	LF	$ 31.00	$ 32.65
M37	21" Pressure pipe inspection	LF	$ 31.00	$ 32.65
M38	24" Pressure pipe inspection	LF	$ 31.00	$ 32.65
M39	27" Pressure pipe inspection	LF	$ 31.00	$ 32.65
M40	30" Pressure pipe inspection	LF	$ 31.00	$ 32.65
M41	33" Pressure pipe inspection	LF	$ 31.00	$ 32.65
M42	36" Pressure pipe inspection	LF	$ 36.00	$ 37.91
M43	42" Pressure pipe inspection	LF	$ 36.00	$ 37.91
M44	48" Pressure pipe inspection	LF	$ 45.00	$ 47.39
M45	54" Pressure pipe inspection	LF	$ 67.00	$ 70.56
M46	Tuberculation Removal (Pressure & Gravity Pipelines)	LF	$ 64.00	$ 67.40
N	**Gravity Sewer Lateral Renewal Systems and Related Items**			
N1	4"-6" Installation and cure of lateral liner in <12" dia. Main (up to 10')	EA	$ 8,500.00	$ 8,950.50
N2	4"-6" Installation and cure of lateral liner in >12" dia. Main (up to 10')	EA	$ 10,000.00	$ 10,530.00
N3	4"-6" lateral liner per linear foot > 10'	LF	$ 515.00	$ 542.30
N4	4"-6" Set-up for installations	EA	$ 32,500.00	$ 34,222.50
N5	Clean & CCTV Laterals (up to 10')	EA	$ 1,215.00	$ 1,279.40
N6	Clean & CCTV Laterals > 10'	LF	$ 24.50	$ 25.80
N7	Post CCTV Laterals (up to 25')	EA	$ 650.00	$ 684.45
N8	Post CCTV Laterals (over 25')	LF	$ 10.50	$ 11.06
N9	4" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	$ 6,000.00	$ 6,318.00
N10	5" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	$ 6,000.00	$ 6,318.00
N11	6" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	$ 6,000.00	$ 6,318.00
N12	4" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	$ 6,000.00	$ 6,318.00
N13	5" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	$ 6,000.00	$ 6,318.00
N14	6" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	$ 6,000.00	$ 6,318.00
O	**Traffic Control & Additional Labor Rates:**			
O1	Single Lane Closure	EA	$ 3,500.00	$ 3,685.50
O2	Double Lane Closure	EA	$ 3,750.00	$ 3,948.75
O3	Multi Lane Closure	EA	$ 4,000.00	$ 4,212.00
O4	Intersection Closure	EA	$ 4,000.00	$ 4,212.00
O5	Road Closure	EA	$ 5,000.00	$ 5,265.00
O6	Sidewalk Closure	EA	$ 1,500.00	$ 1,579.50
O7	Traffic Control Plan (per setup)	EA	$ 10,000.00	$ 10,530.00
O8	Flagmen (per each)	HR	$ 150.00	$ 157.95
O9	Uniformed Officers	HR	$ 225.00	$ 236.93
O10	Light Plant	DY	$ 250.00	$ 263.25
O11	Arrow Board	DY	$ 300.00	$ 315.90
O12	Message Board	DY	$ 800.00	$ 842.40
O13	Attenuator Truck	DY	$ 1,500.00	$ 1,579.50
O14	Sign (min qty 10, will bill at groupings of 10 EA per day)	DY	$ 250.00	$ 263.25
O15	Cone (min qty 10, will bill at groupings of 10 EA per day)	DY	$ 250.00	$ 263.25
O16	Barricade (min qty 5)	DY	$ 450.00	$ 473.85
O17	Superintendent - Regular	HR	$ 120.00	$ 126.36

O18	Superintendent - Overtime	HR	$ 170.00	$ 179.01
O19	Foreman - Regular	HR	$ 100.00	$ 105.30
O20	Foreman - Overtime	HR	$ 130.00	$ 136.89
O21	Laborer - Regular	HR	$ 80.00	$ 84.24
O22	Laborer - Overtime	HR	$ 100.00	$ 105.30
O23	Truck Drive - Regular	HR	$ 145.00	$ 152.69
O24	Truck Drive - Overtime	HR	$ 170.00	$ 179.01
O25	Utility - Regular	HR	$ 80.00	$ 84.24
O26	Utility - Overtime	HR	$ 100.00	$ 105.30
O27	Engineering Support	HR	$ 450.00	$ 473.85
O28	Engineering Design	EA	$ 17,500.00	$ 18,427.50
O29	Barge	DY	$ 2,500.00	$ 2,632.50
O30	John Boat	DY	$ 1,250.00	$ 1,316.25
O31	Tug Boat	DY	$ 3,500.00	$ 3,685.50
O32	Traffic Control - Residential	DY	$ 15,000.00	$ 15,795.00
O33	Traffic Control - Heavy	DY	$ 30,000.00	$ 31,590.00
O34	Traffic Control - DOT	DY	$ 50,000.00	$ 52,650.00
P	**Mobilizations & Misc.**			
P1	Mobilization - Specialized Mobilization	EA	$ 150,000.00	$ 157,950.00
P2	Mobilization - Emergency Mobilization	EA	$ 35,000.00	$ 36,855.00
P3	Mobilization - Rehab of Less Than 100 Ft	EA	$ 35,000.00	$ 36,855.00
P4	Mobilization - Rehab of 101 Ft to 300 Ft	EA	$ 30,000.00	$ 31,590.00
P5	Mobilization - Rehab of 301 Ft to 500 Ft	EA	$ 25,000.00	$ 26,325.00
P6	Mobilization - Rehab of 501 Ft to 1000 Ft	EA	$ 20,000.00	$ 21,060.00
P7	Mobilization - Alabama	EA	$ 35,000.00	$ 36,855.00
P8	Mobilization - Alaska	EA	$ 100,000.00	$ 105,300.00
P9	Mobilization - Arizona	EA	$ 35,000.00	$ 36,855.00
P10	Mobilization - Arkansas	EA	$ 35,000.00	$ 36,855.00
P11	Mobilization - California	EA	$ 45,000.00	$ 47,385.00
P12	Mobilization - Colorado	EA	$ 35,000.00	$ 36,855.00
P13	Mobilization - Connecticut	EA	$ 50,000.00	$ 52,650.00
P14	Mobilization - Delaware	EA	$ 50,000.00	$ 52,650.00
P15	Mobilization - Florida	EA	$ 35,000.00	$ 36,855.00
P16	Mobilization - Georgia	EA	$ 35,000.00	$ 36,855.00
P17	Mobilization - Hawaii	EA	$ 300,000.00	$ 315,900.00
P18	Mobilization - Idaho	EA	$ 45,000.00	$ 47,385.00
P19	Mobilization - Illinois	EA	$ 35,000.00	$ 36,855.00
P20	Mobilization - Indiana	EA	$ 35,000.00	$ 36,855.00
P21	Mobilization - Iowa	EA	$ 35,000.00	$ 36,855.00
P22	Mobilization - Kansas	EA	$ 35,000.00	$ 36,855.00
P23	Mobilization - Kentucky	EA	$ 35,000.00	$ 36,855.00
P24	Mobilization - Louisiana	EA	$ 35,000.00	$ 36,855.00
P25	Mobilization - Maine	EA	$ 50,000.00	$ 52,650.00
P26	Mobilization - Maryland	EA	$ 35,000.00	$ 36,855.00
P27	Mobilization - Massachusetts	EA	$ 35,000.00	$ 36,855.00
P28	Mobilization - Michigan	EA	$ 35,000.00	$ 36,855.00
P29	Mobilization - Minnesota	EA	$ 40,000.00	$ 42,120.00
P30	Mobilization - Mississippi	EA	$ 35,000.00	$ 36,855.00
P31	Mobilization - Missouri	EA	$ 35,000.00	$ 36,855.00
P32	Mobilization - Montana	EA	$ 40,000.00	$ 42,120.00
P33	Mobilization - Nebraska	EA	$ 35,000.00	$ 36,855.00
P34	Mobilization - Nevada	EA	$ 45,000.00	$ 47,385.00
P35	Mobilization - New Hampshire	EA	$ 45,000.00	$ 47,385.00
P36	Mobilization - New Jersey	EA	$ 50,000.00	$ 52,650.00
P37	Mobilization - New Mexico	EA	$ 40,000.00	$ 42,120.00
P38	Mobilization - New York	EA	$ 45,000.00	$ 47,385.00
P39	Mobilization - North Carolina	EA	$ 35,000.00	$ 36,855.00
P40	Mobilization - North Dakota	EA	$ 40,000.00	$ 42,120.00
P41	Mobilization - Ohio	EA	$ 40,000.00	$ 42,120.00
P42	Mobilization - Oklahoma	EA	$ 35,000.00	$ 36,855.00
P43	Mobilization - Oregon	EA	$ 45,000.00	$ 47,385.00
P44	Mobilization - Pennsylvania	EA	$ 40,000.00	$ 42,120.00
P45	Mobilization - Rhode Island	EA	$ 45,000.00	$ 47,385.00
P46	Mobilization - South Carolina	EA	$ 35,000.00	$ 36,855.00
P47	Mobilization - South Dakota	EA	$ 40,000.00	$ 42,120.00
P48	Mobilization - Tennessee	EA	$ 35,000.00	$ 36,855.00
P49	Mobilization - Texas	EA	$ 35,000.00	$ 36,855.00
P50	Mobilization - Utah	EA	$ 35,000.00	$ 36,855.00
P51	Mobilization - Vermont	EA	$ 40,000.00	$ 42,120.00
P52	Mobilization - Virginia	EA	$ 40,000.00	$ 42,120.00
P53	Mobilization - Washington	EA	$ 50,000.00	$ 52,650.00
P54	Mobilization - West Virginia	EA	$ 35,000.00	$ 36,855.00
P55	Mobilization - Wisconsin	EA	$ 40,000.00	$ 42,120.00
P56	Mobilization - Wyoming	EA	$ 40,000.00	$ 42,120.00
P57	Bond	PCNT	5%	10%

FORM E - Products and Services Offerings (Tab B)		Effective Date: 5/7/2025		
Offer Name:	Vortex Companies, LLC			
Invitation No.	HGAC			
AA	**Vortex Lining System Equipment & Related Materials:**			
AA1	Vortex Lining System Rig	EA	$ 850,000.00	$ 895,050.00
AA2	Vortex Spray Master Manhole Lining Equipment	EA	$ 270,000.00	$ 284,310.00
AA3	Vortex Spin Master Robotic Spin Casting Equipment	EA	$ 30,000.00	$ 31,590.00
AA4	SM1 Non-CDL Truck	EA	$ 350,000.00	$ 368,550.00
AA5	GeoKrete 60# bags	EA	$ 51.24	$ 53.96
AA6	GeoKrete 1,000# super sack bags	EA	$ 780.00	$ 821.34
AA7	GeoLiner 60# bags	EA	$ 53.81	$ 56.66
AA8	QM-1s Restore 60# bags	EA	$ 33.07	$ 34.83
AA9	AluminaLiner 60# bags	EA	$ 56.90	$ 59.92
AA10	Pason CA Liner 100+ 60# bags (Pure Fused 100% Calcium Aluminate Cement)	EA	$ 54.28	$ 57.16
AA11	Pason CA Liner 100 60# bags (Calcium Aluminate, Fiber-Reinforced)	EA	$ 42.92	$ 45.20
AA12	Pason MH Liner 60# bags (Portland Cement-Based Microsilica Enhanced)	EA	$ 25.40	$ 26.76
AA13	Parson RPM 60# bags	EA	$ 64.62	$ 68.05
AA14	Hyperform 60# bags	EA	$ 50.48	$ 53.16
AA15	Hyperform 50# pail	EA	$ 57.89	$ 60.96
AA16	Hyperform-RS 50# pail (Rapid Set)	EA	$ 58.46	$ 61.57
AA17	Quad Plug 50# pail	EA	$ 52.24	$ 55.01
AA18	Quad Flow 1,000# super sack bags	EA	$ 376.56	$ 396.52
AA19	Parson Quick Plug 50# pail	EA	$ 62.04	$ 65.33
AA20	Structure Guard-RS (Epoxy Protective Coating) 600 ml x 300 ml cartridge *priced per case	EA	$ 468.00	$ 492.81
AA21	Structure Guard-FM (100% solids fiber-reinforced epoxy mastic) 600 ml x 300 ml cartridge *priced per case	EA	$ 468.00	$ 492.81
AA22	Structure Guard-FM (100% solids fiber-reinforced epoxy mastic)1.5 gallons *priced per kit	EA	$ 162.00	$ 170.59
AA23	Flex Guard-FM (100% solids flexible epoxy mastic) 600 ml x 600 ml *priced per case	EA	$ 540.00	$ 568.62
AA24	Chimney Guard (100% solids epoxy/urethane hybrid) 1.25 gallons *priced per kit	EA	$ 228.00	$ 240.09
AA25	Parsonpoxy FS1 (100% solids epoxy mastic) 1 gallon kit	EA	$ 150.00	$ 157.95
AA26	Parsonpoxy FP (flexible epoxy chimney seal) 1.25 gallon kit	EA	$ 228.00	$ 240.09
AA27	Structure Guard (100% solids protective epoxy coating) 156 gallon kit, 55 gallon drum *unit price per gallon (1-3 kits)	GAL	$ 93.60	$ 98.57
AA28	Structure Guard-Water (100% solids NSF-61 Approved epoxy coating) 55 gallon drum *unit price per gallon (1-3 kits)	GAL	$ 102.00	$ 107.41
AA29	Flex Guard)urethane hybrid flexible coating) 55 gallon drum *unit price per gallon (1-3 kits)	GAL	$ 120.00	$ 126.36
AA30	Structure Guard-QS (100% solids, quick spray epoxy) 4 gallon kit	EA	$ 426.00	$ 448.58
AA31	Parsonpoxy SEL-80 (100% solids sprayable epoxy) 4 gallon kit	EA	$ 426.00	$ 448.58
AA32	Parsonpoxy SEL-80HB (100% solids sprayable epoxy) 156 gallon kit, 55 gallon drum *unit price per gallon (1-3 kits)	GAL	$ 93.60	$ 98.57
AA33	I&I Guard-PRF (fast curing, polyurethane grout for leak stoppage) 300 ml x 300 ml cartridge (12 per case)	EA	$ 468.00	$ 492.81
AA34	I&I Guard-PRF (fast curing, polyurethane grout for leak stoppage) 600 ml x 600 ml cartridge (6 per case)	EA	$ 864.00	$ 909.80
AA35	I&I Guard-MSF (migrating low viscosity foam) 5 gallon part A / 1 quart part B	EA	$ 510.00	$ 537.03
AA36	I&I Guard-SCF (single component foam) 5 gallon pails	EA	$ 510.00	$ 537.03
AA37	I&I Guard-SCF (single component foam) 300 ml x 300 ml cartridge (12 per case)	EA	$ 468.00	$ 492.81
AA38	I&I Guard-SCF (single component foam) 600 ml x 600 ml cartridge (6 per case)	EA	$ 864.00	$ 909.80
AA39	I&I Guard-SSF (Soil Stabilization Foam) 55 gallon drums *unit price per lbs.	LB	$ 3.85	$ 4.06
AA40	Parson Seal-Tite (hydrophobic polyurethane grout) 300 ml x 300 ml (12 per case)	EA	$ 468.00	$ 492.81
AA41	Parson Perma Seal (hydrophobic polyurethane grout) single component: 5 gallon plastic jugs (each)	EA	$ 432.00	$ 454.90
AA42	Parson Perma Seal (hydrophobic polyurethane grout) 300 ml x 300 ml cartridge (12 per case)	EA	$ 294.00	$ 309.59
AA43	Quadex OneGun (dual component cartridge dispenser) *price per gun	EA	$ 840.00	$ 884.52
AA44	Quadex OneGun Mini (smaller, designed for 300 ml cartridges) *price per gun	EA	$ 598.80	$ 630.54
AA45	Quadex OneGun Rapid Set (starter kit) includes OneGun and all accessories and one case of Structure Guard-RS	EA	$ 1,170.00	$ 1,232.01
AA46	Quadex OneGun Flexible Mastic (starter kit) includes OneGun and all accessories and one case of Flex-Guard-FM	EA	$ 1,230.00	$ 1,295.19
AA47	Quadex OneGun Fiber Reinforced Mastic (starter kit) includes OneGun and all accessories and one case of Structure Guard-FM	EA	$ 1,170.00	$ 1,232.01
AA48	Quadex OneGun Chemical Grout (starter kit) includes OneGun and all accessories and one case of I&I Gaurd-PRF	EA	$ 1,500.00	$ 1,579.50
AA49	Plastic (HDPE) Manhole Inserts (up to and including 29") Outer diameter *price includes 1 polypropylene strap	EA	$ 61.20	$ 64.45
AA50	Plastic (HDPE) Manhole Inserts (great than 29" to 33") Outer diameter *price includes 2 polypropylene strap	EA	$ 79.20	$ 83.40
AA51	Plastic (HDPE) Manhole Inserts (over 33") Outer diameter *price includes 2 polypropylene strap	EA	$ 96.00	$ 101.09
AA52	V2P Plastic Manhole Inserts (up to and including 29") Outer diameter *Prices include 1 gas & 1 vacuum springloaded relief valve, polyethylene gasket and 1 polypropylene strap	EA	$ 85.20	$ 89.72
AA53	V2P Plastic Manhole Inserts (great than 29" to 33") Outer diameter *Prices include 1 gas & 1 vacuum spring-loaded relief valve, polyethylene gasket and 1 polypropylene strap	EA	$ 99.60	$ 104.88
AA54	V2P Plastic Manhole Inserts (over 33") Outer diameter *Prices include 1 gas & 1 vacuum spring-loaded relief valve, polyethylene gasket and 1 polypropylene strap.	EA	$ 115.20	$ 121.31
AA55	Stainless Steel Inserts (21-26.75") Outer diameter *Prices include 1 gas relief valve, closed cell neoprene gasket and 1 polypropylene strap.	EA	$ 288.00	$ 303.27
AA56	Stainless Steel Inserts (27-32") Outer diameter *Prices include 1 gas relief valve, closed cell neoprene gasket and 1 polypropylene strap	EA	$ 384.00	$ 404.36
AA57	ODOREATER Manhole Inserts (Up to and Including 29") Outer Diameter *Prices include insert, PVC canister, and 20 lbs. activated carbon	EA	$ 522.00	$ 549.67

AA58	ODOREATER Manhole Inserts (Greater than 29" to 33") Outer Diameter *Prices include insert, PVC canister, and 20 lbs. activated carbon	EA	$ 540.00	$ 568.62
AA59	ODOREATER Manhole Inserts (Over 33" Outer Diameter) *Prices include insert, PVC canister, and 20 lbs. activated carbon	EA	$ 558.00	$ 587.58
AA60	ODOREATER Catalytic Carbon to Replace Activated Carbon (Add price shown to ODOREATER Manhole Insert Pricing)	EA	$ 78.00	$ 82.14
AA61	Tyler 5¼" Water Box Valve Inserts (Price includes 1 polypropylene strap)	EA	$ 16.50	$ 17.38
AA62	ODOREATER Replacement Activated Carbon (20# bag)	EA	$ 90.00	$ 94.77
AA63	ODOREATER Replacement Catalytic Carbon (20# bag)	EA	$ 168.00	$ 176.91
AA64	Available options / adders: neoprene gasket *price per insert	EA	$ 7.20	$ 7.59
AA65	Available options / adders: 2 vent holes & neoprene gasket *price per insert	EA	$ 7.20	$ 7.59
AA66	Available options / adders: diffuser valve *price per insert	EA	$ 8.40	$ 8.85
AA67	Available options / adders: diffuser valve and neoprene gasket *price per insert	EA	$ 15.60	$ 16.43
AA68	Polypropylene Manhole Steps (model # P-10938 & P-14938) 0-10 pieces	EA	$ 20.88	$ 21.99
AA69	Polypropylene Manhole Steps (model # P-10938 & P-14938) 11-20 pieces	EA	$ 17.40	$ 18.33
AA70	Polypropylene Manhole Steps (model # P-10938 & P-14938) 21-50 pieces	EA	$ 13.92	$ 14.66
AA71	Polypropylene Manhole Steps (model # P-10938 & P-14938) 51-100 pieces	EA	$ 12.18	$ 12.83
AA72	Polypropylene Manhole Steps (model # P-10938 & P-14938) 101-399 pieces	EA	$ 10.44	$ 11.00
BB	**Robots and Cameras:**			
BB1	MINI MILLER ROBOT G8/17 110v (PICOTE)	EA	$ 5,692.50	$ 5,994.21
BB2	MAXI MILLER ROBOT KK12/30 110v (PICOTE)	EA	$ 13,915.00	$ 14,652.50
BB3	MAXI MILLER POWER PLUS ROBOT 18/20 400v (PICOTE)	EA	$ 22,715.00	$ 23,918.90
BB4	Coating Pump U.S., UK 110v (includes 3 hose connectors and 2 brush stoppers) (PICOTE)	EA	$ 9,790.00	$ 10,308.87
BB5	1330 Robot (SCHWALM)	EA	$ 96,772.50	$ 101,901.45
BB6	2060 Robot F (SCHWALM)	EA	$ 126,390.00	$ 133,088.67
BB7	2060 Robot Z (SCHWALM)	EA	$ 126,390.00	$ 133,088.67
BB8	Focus Camera (SCHWALM)	EA	$ 11,082.50	$ 11,669.88
BB9	12000 Air Motor (SCHWALM)	EA	$ 3,300.00	$ 3,474.90
BB10	13000 Air Motor (SCHWALM)	EA	$ 2,887.50	$ 3,040.54
BB11	Digital Box (SCHWALM)	EA	$ 7,920.00	$ 8,339.76
BB12	Control Unit Schwalm (SCHWALM)	EA	$ 27,981.25	$ 29,464.26
BB13	Control Unit Cues (SCHWALM)	EA	$ 27,500.00	$ 28,957.50
BB14	Remote (SCHWALM)	EA	$ 951.50	$ 1,001.93
BB15	Cable Drum (SCHWALM)	EA	$ 28,737.50	$ 30,260.59
BB16	Twin Hose Reel (SCHWALM)	EA	$ 29,000.00	$ 30,537.00
BB17	6" Schwalm non-flow-through packer (SCHWALM)	EA	$ 4,200.00	$ 4,422.60
BB18	7" Schwalm non-flow-through packer (SCHWALM)	EA	$ 4,410.00	$ 4,643.73
BB19	8" Schwalm non-flow-through packer (SCHWALM)	EA	$ 4,515.00	$ 4,754.30
BB20	8" Schwalm flow-through packer (SCHWALM)	EA	$ 7,455.00	$ 7,850.12
BB21	10"-12" Schwalm flow-through packer (SCHWALM)	EA	$ 7,980.00	$ 8,402.94
BB22	4" Schwalm rubber lateral insertion device (lid) (SCHWALM)	EA	$ 682.50	$ 718.68
BB23	6" Schwalm rubber lateral insertion device (lid) (SCHWALM)	EA	$ 682.50	$ 718.68
BB24	Deep Trekker DTG3	EA	$ 10,263.75	$ 10,807.73
BB25	Deep Trekker Photon	EA	$ 14,490.00	$ 15,257.97
BB26	Deep Trekker Pivot Base	EA	$ 21,262.50	$ 22,389.42
BB27	Deep Trekker Pivot Expert	EA	$ 29,242.50	$ 30,792.36
BB28	Deep Trekker Pivot Nav	EA	$ 68,853.75	$ 72,503.00
BB29	Deep Trekker Revolution Base	EA	$ 48,300.00	$ 50,859.90
BB30	Deep Trekker Revolution Nav	EA	$ 88,147.50	$ 92,819.32
BB31	Deep Trekker Vac Utility Crawler	EA	$ 39,847.50	$ 41,959.42
BB32	Deep Trekker Utility Mag	EA	$ 31,395.00	$ 33,058.94
BB33	Pipe Trekker A-150S	EA	$ 48,195.00	$ 50,749.34
BB34	Pipe Trekker A-150X	EA	$ 84,420.00	$ 88,894.26
BB35	Pipe Trekker A-200S	EA	$ 54,232.50	$ 57,106.83
BB36	Pipe Trekker A-200X	EA	$ 90,562.50	$ 95,362.32
BB37	Pipe Trekker Ford Transit with A-200X	EA	$ 301,875.00	$ 317,874.38
BB38	SUPER MIDI MILLER 110v (PICOTE)	EA	$ 11,025.00	$ 11,609.33
BB39	MAXI MILLER 240v 33% more power than 110v (PICOTE)	EA	$ 13,282.50	$ 13,986.48
BB40	Picote Generator 400v (includes a 3.3kVA portable tool transformer w/ 110v 15A & 30A socket.(PICOTE)	EA	$ 19,530.00	$ 20,565.09
BB41	Picote Starter Kit	EA	$ 1,134.00	$ 1,194.11
BB42	Picote Pro Cutting	EA	$ 3,780.00	$ 3,980.34
BB43	Picote Pro Cleaning Kit	EA	$ 3,738.00	$ 3,936.12
BB44	Midi Roller US - Compact impregnation unit with battery and foot pedal (2-9" Liners)	EA	$ 5,985.00	$ 6,302.21
BB45	Midi Roller Wet-Out Station Foldable wet out table to be used with Midi Roller.	EA	$ 5,722.50	$ 6,025.80
BB46	Midi Roller & Wet-Out Station Package US	EA	$ 11,025.00	$ 11,609.33
BB47	Picote Original Cannon	EA	$ 2,898.00	$ 3,051.60
BB48	Twister Express 2" - 1/3" Shaft	EA	$ 887.25	$ 934.28
BB49	Twister Mini Flexi	EA	$ 929.25	$ 978.51
BB50	Twister Express	EA	$ 1,270.50	$ 1,337.84
BB51	Tiger Twister Lateral Cutter	EA	$ 1,585.50	$ 1,669.54
BB52	Twister for Unlined Pipe	EA	$ 1,627.50	$ 1,713.76
BB53	Twister for Lined Pipe	EA	$ 1,795.50	$ 1,890.67
BB54	Twister Concrete Remover	EA	$ 1,648.50	$ 1,735.88
BB55	Picote Grabber	EA	$ 4,462.50	$ 4,699.02
BB56	Grabber Jaw Set	EA	$ 467.25	$ 492.02

BB57	Large Grabber Jaw Set 1	EA	$ 3,517.50	$ 3,703.93
BB58	Large Grabber Extension 32.8ft.	EA	$ 525.00	$ 552.83
BB59	Spare Grabber Head with Jaws	EA	$ 1,312.50	$ 1,382.07
BB60	Spare Grabber Steering Unit	EA	$ 2,047.50	$ 2,156.02
BB61	Smart Crusher	EA	$ 4,567.50	$ 4,809.58
BB62	Smart Crusher Front Drill Head	EA	$ 1,995.00	$ 2,100.74
BB63	Smart Sweeper	EA	$ 4,488.75	$ 4,726.66
BB64	Twister+ 6" - 12" - 3/4" Shaft	EA	$ 3,675.00	$ 3,869.78
BB65	Smart Spider	EA	$ 2,756.25	$ 2,902.34
BB66	Twister Concrete Remover	EA	$ 3,675.00	$ 3,869.78
BB67	Maxi Coating Pump U.S. 110v	EA	$ 14,673.75	$ 15,451.46
BB68	Xpress Coating Pump 1 1/4"-12" pipes	EA	$ 50,321.25	$ 52,988.28
BB69	Test Box for Talpa	EA	$ 1,102.50	$ 1,160.94
BB70	Test Box for Mina Camera	EA	$ 1,270.50	$ 1,337.84
BB71	1500 Air motor for Picote Robo Tools (SCHWALM)	EA	$ 4,950.75	$ 5,213.14
BB72	Carbide Wheel Talpa 1330	EA	$ 577.50	$ 608.11
BB73	Carbide Wheel Talpa 2060	EA	$ 640.50	$ 674.45
BB74	Large Wheels for 16-24" Pipe Talpa 2060	EA	$ 1,029.00	$ 1,083.54
BB75	Power Boom Crane with Lights	EA	$ 9,660.00	$ 10,171.98
BB76	Large BlackLine Milling Ball	EA	$ 1,653.75	$ 1,741.40
BB77	Small BlackLine Milling Ball	EA	$ 1,207.50	$ 1,271.50
BB78	Large N-TEC II Mushroom Milling Cutter Head	EA	$ 577.50	$ 608.11
BB79	Small N-TEC II Mushroom Milling Cutter Head	EA	$ 519.75	$ 547.30
BB80	Robo Grabber (PICOTE)	EA	$ 2,021.25	$ 2,128.38
BB81	Impact Wrench for Compression Plugs	EA	$ 1,758.75	$ 1,851.97
BB82	Compression Plug - 4"	EA	$ 315.00	$ 331.70
BB83	Compression Plug - 5"	EA	$ 341.25	$ 359.34
BB84	Compression Plug - 6"	EA	$ 357.00	$ 375.93
BB85	Compression Plug - 8"	EA	$ 514.50	$ 541.77
BB86	Air Chisel Talpa 2060	EA	$ 1,995.00	$ 2,100.74
BB87	Chisel	EA	$ 63.00	$ 66.34
BB88	AccuPower 1330 Base Package (20k PSI, 3 days of training required but included)	EA	$ 23,625.00	$ 24,877.13
BB89	5mm x 100' Hose, 20,000 PSI 9/16" w/ manual hose reel (For 1330 Arm)	EA	$ 2,730.00	$ 2,874.69
BB90	5mm x 200' Hose, 40,000 PSI 9/16" w/ manual hose reel (For 1330 Arm)	EA	$ 3,890.25	$ 4,096.44
BB91	High Pressure, 20,000 PSI Automatic Reel w/ 300' Hose & Swivels (1330)	EA	$ 38,062.50	$ 40,079.82
BB92	AccuPower 2060 Base Package (40k PSI, 3 days of training required but included)	EA	$ 26,250.00	$ 27,641.25
BB93	High Pressure, 40,000 PSI Automatic Reel w/ 300' Hose & Swivels (2060)	EA	$ 38,062.50	$ 40,079.82
BB94	5mm x 100' Hose, 40,000 PSI 9/16" w/ manual hose reel (For 2060 Arm)	EA	$ 5,145.00	$ 5,417.69
BB95	5mm x 200' Hose, 40,000 PSI 9/16" w/ manual hose reel (For 2060 Arm)	EA	$ 9,660.00	$ 10,171.98
BB96	M9xM9 Hose Connector 40,000 PSI (2060 & 1330 Hoses)	EA	$ 84.00	$ 88.46
BB97	M14xM9 Hose Adapter 40,000 PSI (2060 & 1330 Hoses)	EA	$ 131.25	$ 138.21
BB98	Air Grinder w/ Mounting Ring (Angle Grinder) (SCHWALM)	EA	$ 1,732.50	$ 1,824.33
BB99	Diamond Blade Cutting Disc 125mm (SCHWALM)	EA	$ 159.50	$ 167.96
BB100	10-12" Schwalm flow-through packer long (SCHWALM)	EA	$ 7,590.00	$ 7,992.27
BB101	12"-16" Schwalm Flow-through packer (SCHWALM)	EA	$ 7,722.00	$ 8,131.27
BB102	16-20" Schwalm Packer (SCHWALM)	EA	$ 8,222.50	$ 8,658.30
BB103	16-24" Schwalm flow-through packer (SCHWALM)	EA	$ 8,855.00	$ 9,324.32
BB104	20-28" Schwalm flow-through packer (SCHWALM)	EA	$ 9,762.50	$ 10,279.92
BB105	6" Schwalm rubber lateral insertion device LONG (lid) (SCHWALM)	EA	$ 858.00	$ 903.48
BB106	8" Schwalm rubber lateral insertion device (lid) (SCHWALM)	EA	$ 797.50	$ 839.77
BB107	8" Schwalm rubber lateral insertion device LONG (lid) (SCHWALM)	EA	$ 1,606.00	$ 1,691.12
BB108	F-550-F600 (or equivalent) Schwalm Turn Key Truck Build	EA	$ 610,000.00	$ 642,330.00
BB109	Envirobot Viper Light	EA	$ 26,125.00	$ 27,509.63
BB110	Envirobot Viper Compact	EA	$ 38,937.50	$ 41,001.19
BB111	Envirobot Viper Long Range	EA	$ 41,437.50	$ 43,633.69
BB112	Viper G80 Compressor	EA	$ 13,900.00	$ 14,636.70
CC	**Internal Pipe Seals:**			
CC1	8"-Stainless steel with EPDM	EA	$ 2,835.00	$ 2,985.26
CC2	10"-Stainless steel with EPDM	EA	$ 2,948.00	$ 3,104.25
CC3	12"-Stainless steel with EPDM	EA	$ 3,072.00	$ 3,234.82
CC4	15"-Stainless steel with EPDM	EA	$ 3,556.00	$ 3,744.47
CC5	18"-Stainless steel with EPDM	EA	$ 3,908.00	$ 4,115.13
CC6	21"-Stainless steel with EPDM	EA	$ 4,466.00	$ 4,702.70
CC7	24"-Stainless steel with EPDM	EA	$ 5,269.00	$ 5,548.26
DD	**Installation Packer for Internal Pipe Seals:**			
DD1	8'-12" Packer with coupling rod	EA	$ 10,175.00	$ 10,714.28
DD2	15"-18" Packer with coupling rod	EA	$ 12,765.00	$ 13,441.55
DD3	21"-24" Packer with coupling rod	EA	$ 14,985.00	$ 15,779.21
EE	**Liner End Seal - on gravity pipe-mechanical, stainless steel sleeve with EPDM rubber:**			
EE1	8"-Stainless steel with EPDM	EA	$ 2,540.00	$ 2,674.62
EE2	10"-Stainless steel with EPDM	EA	$ 2,588.00	$ 2,725.17
EE3	12"-Stainless steel with EPDM	EA	$ 2,658.00	$ 2,798.88
EE4	15"-Stainless steel with EPDM	EA	$ 3,367.00	$ 3,545.46
EE5	18"-Stainless steel with EPDM	EA	$ 3,732.00	$ 3,929.80
EE6	21"-Stainless steel with EPDM	EA	$ 4,194.00	$ 4,416.29
EE7	24"-Stainless steel with EPDM	EA	$ 4,666.00	$ 4,913.30

FF	UV Mainline Material and Related Materials:			
FF1	Vericure - Flat temp (per ft) Spool length 6,234'	LF	$1.50	$ 1.58
FF2	Vericure - Round Temp (per ft) Spool length options 350', 500', 600', 800', & 1,000'	LF	$1.50	$ 1.58
FF3	Vericure - Curing Monitoring System 1023 Pruchase per box	EA	$36,000.00	$ 37,908.00
FF4	Vericure - Curing Monitoring System 1023 rental per week	WK	$2,500.00	$ 2,632.50
FF5	6" - Polyethylene Preliner (6' Piece)	EA	$9.78	$ 10.30
FF6	8" - Polyethylene Preliner (6' Piece)	EA	$15.36	$ 16.18
FF7	10" - Polyethylene Preliner (6' Piece)	EA	$16.68	$ 17.57
FF8	12" - Polyethylene Preliner (6' Piece)	EA	$20.70	$ 21.80
FF9	15" - Polyethylene Preliner (6' Piece)	EA	$25.68	$ 27.05
FF10	18" - Polyethylene Preliner (6' Piece)	EA	$29.52	$ 31.09
FF11	21" - Polyethylene Preliner (6' Piece)	EA	$32.70	$ 34.44
FF12	24" - Polyethylene Preliner (6' Piece)	EA	$35.40	$ 37.28
FF13	27" - Polyethylene Preliner (6' Piece)	EA	$37.58	$ 39.58
FF14	30" - Polyethylene Preliner (6' Piece)	EA	$39.68	$ 41.79
FF15	36" - Polyethylene Preliner (6' Piece)	EA	$43.68	$ 46.00
FF16	42" - Polyethylene Preliner (6' Piece)	EA	$56.89	$ 59.91
FF17	48" - Polyethylene Preliner (6' Piece)	EA	$65.46	$ 68.93
FF18	54" - Polyethylene Preliner (6' Piece)	EA	$67.82	$ 71.42
FF19	60" - Polyethylene Preliner (6' Piece)	EA	$73.82	$ 77.74
FF20	66" - Polyethylene Preliner (6' Piece)	EA	$78.11	$ 82.25
FF21	72" - Polyethylene Preliner (6' Piece)	EA	$82.39	$ 86.76
FF22	6" - Polyethylene Preliner (full roll price 328')	EA	$429.68	$ 452.46
FF23	8" - Polyethylene Preliner (full roll price 328')	EA	$672.40	$ 708.04
FF24	10" - Polyethylene Preliner (full roll price 328')	EA	$846.24	$ 891.10
FF25	12" - Polyethylene Preliner (full roll price 328')	EA	$1,066.00	$ 1,122.50
FF26	15" - Polyethylene Preliner (full roll price 328')	EA	$1,312.00	$ 1,381.54
FF27	18" - Polyethylene Preliner (full roll price 328')	EA	$1,538.32	$ 1,619.86
FF28	21" - Polyethylene Preliner (full roll price 328')	EA	$1,689.20	$ 1,778.73
FF29	24" - Polyethylene Preliner (full roll price 328')	EA	$1,836.80	$ 1,934.16
FF30	27" - Polyethylene Preliner (full roll price 328')	EA	$2,054.32	$ 2,163.20
FF31	30" - Polyethylene Preliner (full roll price 328')	EA	$2,169.40	$ 2,284.38
FF32	36" - Polyethylene Preliner (full roll price 328')	EA	$2,388.07	$ 2,514.64
FF33	42" - Polyethylene Preliner (full roll price 328')	EA	$3,110.14	$ 3,274.98
FF34	48" - Polyethylene Preliner (full roll price 328')	EA	$3,578.71	$ 3,768.39
FF35	54" - Polyethylene Preliner (full roll price 328')	EA	$3,707.57	$ 3,904.08
FF36	60" - Polyethylene Preliner (full roll price 328')	EA	$4,035.57	$ 4,249.46
FF37	66" - Polyethylene Preliner (full roll price 328')	EA	$4,269.86	$ 4,496.17
FF38	72" - Polyethylene Preliner (full roll price 328')	EA	$4,504.14	$ 4,742.86
FF39	(OL-6-3.2) - Envirocure UV Liner - 6" x 3.2mm	LF	$13.65	$ 14.38
FF40	(OL-6-3.4) - Envirocure UV Liner - 6" x 3.4mm	LF	$14.40	$ 15.17
FF41	(OL-8-3.2) - Envirocure UV Liner - 8" x 3.2mm	LF	$16.56	$ 17.44
FF42	(OL-8-3.4) - Envirocure UV Liner - 8" x 3.4mm	LF	$18.03	$ 18.99
FF43	(OL-8-3.6) - Envirocure UV Liner - 8" x 4.0mm	LF	$20.83	$ 21.94
FF44	(OL-8-3.2) - Envirocure UV Liner - 10" x 3.2mm	LF	$20.10	$ 21.17
FF45	(OL-8-3.4) - Envirocure UV Liner - 10" x 3.4mm	LF	$22.03	$ 23.20
FF46	(OL-8-3.6) - Envirocure UV Liner - 10" x 4.0mm	LF	$25.36	$ 26.71
FF47	(OL-8-3.2) - Envirocure UV Liner - 12" x 3.2mm	LF	$23.30	$ 24.54
FF48	(OL-8-3.4) - Envirocure UV Liner - 12" x 3.4mm	LF	$26.45	$ 27.86
FF49	(OL-8-3.6) - Envirocure UV Liner - 12" x 4.0mm	LF	$29.54	$ 31.11
FF50	(OL-8-3.6) - Envirocure UV Liner - 12" x 4.4mm	LF	$31.95	$ 33.65
FF51	(OL-8-3.6) - Envirocure UV Liner - 12" x 5.2mm	LF	$36.79	$ 38.74
FF52	(OL-8-3.6) - Envirocure UV Liner - 12" x 5.6mm	LF	$39.44	$ 41.54
FF53	(OL-8-3.4) - Envirocure UV Liner - 15" x 3.4mm	LF	$31.98	$ 33.68
FF54	(OL-8-3.6) - Envirocure UV Liner - 15" x 4.0mm	LF	$35.75	$ 37.65
FF55	(OL-8-3.6) - Envirocure UV Liner - 15" x 4.4mm	LF	$38.76	$ 40.82
FF56	(OL-8-3.6) - Envirocure UV Liner - 15" x 5.2mm	LF	$44.91	$ 47.30
FF57	(OL-8-3.6) - Envirocure UV Liner - 15" x 5.6mm	LF	$47.84	$ 50.38
FF58	(OL-8-3.4) - Envirocure UV Liner - 18" x 3.4mm	LF	$37.40	$ 39.39
FF59	(OL-8-3.6) - Envirocure UV Liner - 18" x 4.0mm	LF	$41.65	$ 43.86
FF60	(OL-8-3.6) - Envirocure UV Liner - 18" x 4.4mm	LF	$46.07	$ 48.52
FF61	(OL-8-3.6) - Envirocure UV Liner - 18" x 5.2mm	LF	$53.21	$ 56.04
FF62	(OL-8-3.6) - Envirocure UV Liner - 18" x 5.6mm	LF	$56.90	$ 59.92
FF63	(OL-8-3.6) - Envirocure UV Liner - 18" x 6.4mm	LF	$64.12	$ 67.52
FF64	(OL-8-3.6) - Envirocure UV Liner - 20" x 4.0mm	LF	$46.60	$ 49.07
FF65	(OL-8-3.6) - Envirocure UV Liner - 20" x 4.4mm	LF	$50.78	$ 53.48
FF66	(OL-8-3.6) - Envirocure UV Liner - 20" x 5.2mm	LF	$58.75	$ 61.87
FF67	(OL-8-3.6) - Envirocure UV Liner - 20" x 5.6mm	LF	$62.76	$ 66.09
FF68	(OL-8-3.6) - Envirocure UV Liner - 20" x 6.4mm	LF	$70.74	$ 74.49
FF69	(OL-8-3.6) - Envirocure UV Liner - 21" x 4.0mm	LF	$48.76	$ 51.35
FF70	(OL-8-3.6) - Envirocure UV Liner - 21" x 4.4mm	LF	$53.13	$ 55.95
FF71	(OL-8-3.6) - Envirocure UV Liner - 21" x 5.2mm	LF	$61.50	$ 64.76

FF72	(OL-8-3.6) - Envirocure UV Liner - 21" x 5.6mm	LF	$65.71	$ 69.20
FF73	(OL-8-3.6) - Envirocure UV Liner - 21" x 6.4mm	LF	$74.08	$ 78.01
FF74	(OL-8-3.6) - Envirocure UV Liner - 24" x 4.0mm	LF	$55.13	$ 58.06
FF75	(OL-8-3.6) - Envirocure UV Liner - 24" x 4.4mm	LF	$59.95	$ 63.13
FF76	(OL-8-3.6) - Envirocure UV Liner - 24" x 5.2mm	LF	$69.53	$ 73.22
FF77	(OL-8-3.6) - Envirocure UV Liner - 24" x 5.6mm	LF	$74.45	$ 78.40
FF78	(OL-8-3.6) - Envirocure UV Liner - 24" x 6.4mm	LF	$83.87	$ 88.32
FF79	(OL-8-3.6) - Envirocure UV Liner - 27" x 4.0mm	LF	$61.23	$ 64.48
FF80	(OL-8-3.6) - Envirocure UV Liner - 27" x 4.4mm	LF	$65.54	$ 69.02
FF81	(OL-8-3.6) - Envirocure UV Liner - 27" x 5.2mm	LF	$79.07	$ 83.27
FF82	(OL-8-3.6) - Envirocure UV Liner - 27" x 5.6mm	LF	$81.64	$ 85.97
FF83	(OL-8-3.6) - Envirocure UV Liner - 27" x 6.4mm	LF	$92.50	$ 97.41
FF84	(OL-8-3.6) - Envirocure UV Liner - 27" x 7.6mm	LF	$101.31	$ 106.68
FF85	(OL-8-3.6) - Envirocure UV Liner - 30" x 5.2mm	LF	$87.52	$ 92.16
FF86	(OL-8-3.6) - Envirocure UV Liner - 30" x 5.6mm	LF	$93.34	$ 98.29
FF87	(OL-8-3.6) - Envirocure UV Liner - 30" x 6.4mm	LF	$105.96	$ 111.58
FF88	(OL-8-3.6) - Envirocure UV Liner - 30" x 7.6mm	LF	$124.41	$ 131.01
FF89	(OL-8-3.6) - Envirocure UV Liner - 30" x 8.8mm	LF	$136.28	$ 143.51
FF90	(OL-8-3.6) - Envirocure UV Liner - 30" x 10mm	LF	$154.72	$ 162.93
FF91	(OL-8-3.6) - Envirocure UV Liner - 36" x 5.2mm	LF	$103.27	$ 108.75
FF92	(OL-8-3.6) - Envirocure UV Liner - 36" x 5.6mm	LF	$110.25	$ 116.10
FF93	(OL-8-3.6) - Envirocure UV Liner - 36" x 6.4mm	LF	$125.67	$ 132.34
FF94	(OL-8-3.6) - Envirocure UV Liner - 36" x 7.6mm	LF	$147.51	$ 155.33
FF95	(OL-8-3.6) - Envirocure UV Liner - 36" x 8.8mm	LF	$161.35	$ 169.91
FF96	(OL-8-3.6) - Envirocure UV Liner - 36" x 10mm	LF	$183.19	$ 192.90
FF97	UV GRP Liner - 6" x 3.0mm	LF	$13.51	$ 14.23
FF98	UV GRP Liner - 6" x 4.0mm	LF	$16.61	$ 17.50
FF99	UV GRP Liner - 8" x 3.0mm	LF	$16.54	$ 17.42
FF100	UV GRP Liner - 8" x 4.0mm	LF	$20.47	$ 21.56
FF101	UV GRP Liner - 10" x 3.0mm	LF	$19.56	$ 20.60
FF102	UV GRP Liner - 10" x 4.0mm	LF	$24.31	$ 25.60
FF103	UV GRP Liner - 12" x 3.0mm	LF	$22.59	$ 23.79
FF104	UV GRP Liner - 12" x 4.0mm	LF	$28.16	$ 29.66
FF105	UV GRP Liner - 12" x 5.0mm	LF	$33.74	$ 35.53
FF106	UV GRP Liner - 14" x 3.0mm	LF	$25.40	$ 26.75
FF107	UV GRP Liner - 14" x 4.0mm	LF	$31.80	$ 33.49
FF108	UV GRP Liner - 14" x 5.0mm	LF	$38.21	$ 40.24
FF109	UV GRP Liner - 15" x 3.0mm	LF	$27.19	$ 28.64
FF110	UV GRP Liner - 15" x 4.0mm	LF	$34.01	$ 35.82
FF111	UV GRP Liner - 15" x 5.0mm	LF	$40.82	$ 42.99
FF112	UV GRP Liner - 18" x 4.0mm	LF	$39.74	$ 41.85
FF113	UV GRP Liner - 18" x 5.0mm	LF	$47.79	$ 50.33
FF114	UV GRP Liner - 18" x 6.0mm	LF	$55.85	$ 58.82
FF115	UV GRP Liner - 20" x 4.0mm	LF	$43.78	$ 46.11
FF116	UV GRP Liner - 20" x 5.0mm	LF	$52.48	$ 55.27
FF117	UV GRP Liner - 20" x 6.0mm	LF	$61.54	$ 64.81
FF118	UV GRP Liner - 21" x 4.0mm	LF	$45.60	$ 48.02
FF119	UV GRP Liner - 21" x 5.0mm	LF	$54.89	$ 57.80
FF120	UV GRP Liner - 21" x 6.0mm	LF	$64.19	$ 67.60
FF121	UV GRP Liner - 24" x 4.0mm	LF	$51.35	$ 54.08
FF122	UV GRP Liner - 24" x 5.0mm	LF	$61.88	$ 65.16
FF123	UV GRP Liner - 24" x 6.0mm	LF	$72.42	$ 76.26
FF124	UV GRP Liner - 24" x 7.0mm	LF	$82.95	$ 87.35
FF125	UV GRP Liner - 24" x 8.0mm	LF	$93.48	$ 98.44
FF126	UV GRP Liner - 27" x 4.0mm	LF	$57.35	$ 60.39
FF127	UV GRP Liner - 27" x 5.0mm	LF	$69.13	$ 72.80
FF128	UV GRP Liner - 27" x 6.0mm	LF	$80.90	$ 85.19
FF129	UV GRP Liner - 27" x 7.0mm	LF	$92.67	$ 97.59
FF130	UV GRP Liner - 27" x 8.0mm	LF	$104.45	$ 109.99
FF131	UV GRP Liner - 30" x 4.0mm	LF	$70.10	$ 73.82
FF132	UV GRP Liner - 30" x 5.0mm	LF	$84.26	$ 88.73
FF133	UV GRP Liner - 30" x 6.0mm	LF	$98.42	$ 103.64
FF134	UV GRP Liner - 30" x 7.0mm	LF	$112.58	$ 118.55
FF135	UV GRP Liner - 30" x 8.0mm	LF	$126.74	$ 133.46
FF136	UV GRP Liner - 36" x 4.0mm	LF	$81.69	$ 86.02
FF137	UV GRP Liner - 36" x 5.0mm	LF	$98.33	$ 103.55
FF138	UV GRP Liner - 36" x 6.0mm	LF	$114.97	$ 121.07
FF139	UV GRP Liner - 36" x 7.0mm	LF	$131.61	$ 138.59
FF140	UV GRP Liner - 36" x 8.0mm	LF	$148.24	$ 156.10
FF141	UV GRP Liner - 42" x 4.0mm	LF	$93.39	$ 98.34
FF142	UV GRP Liner - 42" x 5.0mm	LF	$112.51	$ 118.48
FF143	UV GRP Liner - 42" x 6.0mm	LF	$131.63	$ 138.61
FF144	UV GRP Liner - 42" x 7.0mm	LF	$150.74	$ 158.73

FF145	UV GRP Liner - 42" x 8.0mm	LF	$169.86	$ 178.87
FF146	UV GRP Liner - 42" x 9.0mm	LF	$188.98	$ 199.00
FF147	UV GRP Liner - 42" x 10.0mm	LF	$213.80	$ 225.14
FF148	UV GRP Liner - 48" x 5.0mm	LF	$126.76	$ 133.48
FF149	UV GRP Liner - 48" x 6.0mm	LF	$148.36	$ 156.23
FF150	UV GRP Liner - 48" x 7.0mm	LF	$169.95	$ 178.96
FF151	UV GRP Liner - 48" x 8.0mm	LF	$191.55	$ 201.71
FF152	UV GRP Liner - 48" x 9.0mm	LF	$213.15	$ 224.45
FF153	UV GRP Liner - 48" x 10.0mm	LF	$234.74	$ 247.19
FF154	UV GRP Liner - 54" x 6.0mm	LF	$171.89	$ 181.01
FF155	UV GRP Liner - 54" x 7.0mm	LF	$197.30	$ 207.76
FF156	UV GRP Liner - 54" x 8.0mm	LF	$222.26	$ 234.04
FF157	UV GRP Liner - 54" x 9.0mm	LF	$247.21	$ 260.32
FF158	UV GRP Liner - 54" x 10.0mm	LF	$278.50	$ 293.27
FF159	UV GRP Liner - 54" x 11.0mm	LF	$283.76	$ 298.80
FF160	UV GRP Liner - 60" x 6.0mm	LF	$261.18	$ 275.03
FF161	UV GRP Liner - 60" x 7.0mm	LF	$298.90	$ 314.75
FF162	UV GRP Liner - 60" x 8.0mm	LF	$336.63	$ 354.48
FF163	UV GRP Liner - 60" x 9.0mm	LF	$374.35	$ 394.20
FF164	UV GRP Liner - 60" x 10.0mm	LF	$412.08	$ 433.93
FF165	UV GRP Liner - 60" x 11.0mm	LF	$449.80	$ 473.64
FF166	UV GRP Liner - 60" x 12.0mm	LF	$487.53	$ 513.37
FF167	UV GRP Liner - 66" x 6.0mm	LF	$283.01	$ 298.01
FF168	UV GRP Liner - 66" x 7.0mm	LF	$324.14	$ 341.32
FF169	UV GRP Liner - 66" x 8.0mm	LF	$365.28	$ 384.64
FF170	UV GRP Liner - 66" x 9.0mm	LF	$406.41	$ 427.95
FF171	UV GRP Liner - 66" x 10.0mm	LF	$447.54	$ 471.26
FF172	UV GRP Liner - 66" x 11.0mm	LF	$499.31	$ 525.78
FF173	UV GRP Liner - 66" x 12.0mm	LF	$551.08	$ 580.29
FF174	UV GRP Liner - 72" x 6.0mm	LF	$315.66	$ 332.39
FF175	UV GRP Liner - 72" x 7.0mm	LF	$361.42	$ 380.58
FF176	UV GRP Liner - 72" x 8.0mm	LF	$407.17	$ 428.76
FF177	UV GRP Liner - 72" x 9.0mm	LF	$452.93	$ 476.94
FF178	UV GRP Liner - 72" x 10.0mm	LF	$498.68	$ 525.12
FF179	UV GRP Liner - 72" x 11.0mm	LF	$544.44	$ 573.30
FF180	UV GRP Liner - 72" x 12.0mm	LF	$590.19	$ 621.48
FF181	(SS6) - 6" Safety Sleeve	EA	$65.00	$ 68.45
FF182	(SS8) - 8" Safety Sleeve	EA	$67.75	$ 71.35
FF183	(SS10) - 10" Safety Sleeve	EA	$76.29	$ 80.34
FF184	(SS12) - 12" Safety Sleeve	EA	$84.03	$ 88.49
FF185	(SS15) - 15" Safety Sleeve	EA	$98.65	$ 103.88
FF186	(SS18) - 18" Safety Sleeve	EA	$108.78	$ 114.55
FF187	(SS20) - 20" Safety Sleeve	EA	$117.41	$ 123.64
FF188	(SS21) - 21" Safety Sleeve	EA	$125.56	$ 132.22
FF189	(SS24) - 24" Safety Sleeve	EA	$133.68	$ 140.77
FF190	(SS30) - 30" Safety Sleeve	EA	$164.74	$ 173.48
FF191	(SS36) - 36" Safety Sleeve	EA	$179.58	$ 189.10
FF192	(SS42) - 42" Safety Sleeve	EA	$202.69	$ 213.44
FF193	(SS48) - 48" Safety Sleeve	EA	$232.50	$ 244.83
FF194	(SS54) - 54" Safety Sleeve	EA	$262.32	$ 276.23
FF195	(SS60) - 60" Safety Sleeve	EA	$320.00	$ 336.96
FF196	(SS66) - 66" Safety Sleeve	EA	$375.00	$ 394.88
FF197	(SS72) - 72" Safety Sleeve	EA	$450.00	$ 473.85
FF198	(SS6) - 6" Safety Sleeve with Zipper	EA	$71.50	$ 75.29
FF199	(SS8) - 8" Safety Sleeve with Zipper	EA	$72.75	$ 76.61
FF200	(SS10) - 10" Safety Sleeve with Zipper	EA	$81.29	$ 85.60
FF201	(SS12) - 12" Safety Sleeve with Zipper	EA	$89.03	$ 93.75
FF202	(SS15) - 15" Safety Sleeve with Zipper	EA	$103.65	$ 109.15
FF203	(SS18) - 18" Safety Sleeve with Zipper	EA	$113.78	$ 119.82
FF204	(SS20) - 20" Safety Sleeve with Zipper	EA	$129.15	$ 136.00
FF205	(SS21) - 21" Safety Sleeve with Zipper	EA	$138.12	$ 145.45
FF206	(SS24) - 24" Safety Sleeve with Zipper	EA	$147.05	$ 154.85
FF207	(SS30) - 30" Safety Sleeve with Zipper	EA	$181.21	$ 190.82
FF208	(SS36) - 36" Safety Sleeve with Zipper	EA	$197.54	$ 208.01
FF209	(SS42) - 42" Safety Sleeve with Zipper	EA	$222.96	$ 234.78
FF210	(SS48) - 48" Safety Sleeve with Zipper	EA	$255.75	$ 269.31
FF211	(SS54) - 54" Safety Sleeve with Zipper	EA	$288.55	$ 303.85
FF212	(SS60) - 60" Safety Sleeve with Zipper	EA	$352.00	$ 370.66
FF213	(SS66) - 66" Safety Sleeve with Zipper	EA	$412.50	$ 434.37
FF214	(SS72) - 72" Safety Sleeve with Zipper	EA	$495.00	$ 521.24
FF215	(GF6) - 6" Glide Film - 1000' per roll	RL	$520.00	$ 547.56
FF216	(GF8) - 8" Glide Film - 1000' per roll	RL	$720.00	$ 758.16
FF217	(GF10) - 10" Glide Film - 1000' per roll	RL	$800.00	$ 842.40

FF218	(GF12) - 12" Glide Film - 1000' per roll	RL	$1,010.00	$ 1,063.53
FF219	(GF15) - 15" Glide Film - 1000' per roll	RL	$1,140.00	$ 1,200.42
FF220	(GF18) - 18" Glide Film - 1000' per roll	RL	$1,520.00	$ 1,600.56
FF221	(GF24) - 24" Glide Film - 1000' per roll	RL	$2,220.00	$ 2,337.66
FF222	(GF27) - 27" Glide Film - 1000' per roll	RL	$2,220.00	$ 2,337.66
FF223	(GF30) - 30" Glide Film - 1000' per roll	RL	$2,220.00	$ 2,337.66
FF224	(GF36) - 36" Glide Film - 850' per roll	RL	$3,200.00	$ 3,369.60
FF225	(GF42) - 42" Glide Film - 500' per roll	RL	$2,500.00	$ 2,632.50
FF226	(GF48) - 48" Glide Film - 500' per roll	RL	$2,500.00	$ 2,632.50
FF227	(GF54) - 54" Glide Film - 500' per roll	RL	$4,150.00	$ 4,369.95
FF228	(GF60) - 60" Glide Film - 500' per roll	RL	$4,150.00	$ 4,369.95
FF229	(GF66) - 66" Glide Film - 500' per roll	RL	$5,100.00	$ 5,370.30
FF230	(GF72) - 72" Glide Film - 500' per roll	RL	$5,100.00	$ 5,370.30
FF231	(CRATE36-STD) - 6" - 12", up to 3.2mm Liner - UV Shipping Crate - 36" Standard	EA	$875.00	$ 921.38
FF232	(CRATE72) - 12" - 24", over 3.2mm Liner - UV Shipping Crate - 72"	EA	$1,200.00	$ 1,263.60
FF192	(GF15) - 15" Glide Film - 1000' per roll	RL	$ 1,140.00	$ 1,200.42
FF193	(GF18) - 18" Glide Film - 1000' per roll	RL	$ 1,520.00	$ 1,600.56
FF194	(GF24) - 24" Glide Film - 1000' per roll	RL	$ 2,220.00	$ 2,337.66
FF195	(GF27) - 27" Glide Film - 1000' per roll	RL	$ 2,220.00	$ 2,337.66
FF196	(GF30) - 30" Glide Film - 1000' per roll	RL	$ 2,220.00	$ 2,337.66
FF197	(GF36) - 36" Glide Film - 850' per roll	RL	$ 3,200.00	$ 3,369.60
FF198	(GF42) - 42" Glide Film - 500' per roll	RL	$ 2,500.00	$ 2,632.50
FF199	(GF48) - 48" Glide Film - 500' per roll	RL	$ 2,500.00	$ 2,632.50
FF200	(GF54) - 54" Glide Film - 500' per roll	RL	$ 4,150.00	$ 4,369.95
FF201	(GF60) - 60" Glide Film - 500' per roll	RL	$ 4,150.00	$ 4,369.95
FF202	(GF66) - 66" Glide Film - 500' per roll	RL	$ 5,100.00	$ 5,370.30
FF203	(GF72) - 72" Glide Film - 500' per roll	RL	$ 5,100.00	$ 5,370.30
FF204	(CRATE36-STD) - 6" - 12", up to 3.2mm Liner - UV Shipping Crate - 36" Standard	EA	$ 875.00	$ 921.38
FF205	(CRATE72) - 12" - 24", over 3.2mm Liner - UV Shipping Crate - 72"	EA	$ 1,200.00	$ 1,263.60
GG	**UV Mainline Equipment and Related items:**			
GG01	UV Truck Build - Etecas System 6" - 48"	EA	$ 1,750,000.00	$ 1,842,750.00
GG02	UV Truck Build UV8000 System 6" - 48"	EA	$ 1,500,000.00	$ 1,579,500.00
GG03	UV Starter Set	EA	$ 9,268.67	$ 9,759.91
GG04	UV Third man Winch Complete Assembly	EA	$ 12,465.88	$ 13,126.58
GG05	UV Can Set 6-24"	EA	$ 34,482.76	$ 36,310.35
GG06	UV Can Set 27-54"	EA	$ 135,262.04	$ 142,430.93
GG07	UV Can Set 60-66"	EA	$ 38,166.81	$ 40,189.66
GG08	Blower Hoses(4)	EA	$ 1,750.34	$ 1,843.11
GG09	UV 8kw Compact 60hz	EA	$ 295,417.13	$ 311,074.24
GG10	UV 8kw 8x400/650W	EA	$ 86,649.32	$ 91,241.74
GG11	UV 8kw Backeye Camera	EA	$ 13,470.65	$ 14,184.60
GG12	UV 8kw 400/650W	EA	$ 962.88	$ 1,013.92
GG13	UV 8kw Wheel Set DN150 for Light source 8x400/650W	EA	$ 5,180.28	$ 5,454.84
GG14	UV 8kw Wheel Set DN500 for Light Source 8x400/650W	EA	$ 7,086.78	$ 7,462.38
GG15	UV 8kw Wheel Set DN600 for Light Source 8x400/650W	EA	$ 7,741.53	$ 8,151.84
GG16	UV 8kw Light Source Core 2x4x1000	EA	$ 111,693.75	$ 117,613.52
GG17	UV 8kw Lamp 1000W	EA	$ 1,405.80	$ 1,480.31
GG18	UV 12kw System	EA	$ 467,603.96	$ 492,386.97
GG19	UV 12kw Face Camera	EA	$ 6,200.00	$ 6,528.60
GG20	UV 12kw Plug-Cam	EA	$ 4,425.00	$ 4,659.53
GG21	UV 12kw Light Chain	EA	$ 44,235.00	$ 46,579.46
GG22	UV 12kw Wheel Sets	EA	$ 31,150.00	$ 32,800.95
GG23	UV 12kw Bulb 400/650W	EA	$ 1,258.16	$ 1,324.85
GG24	UV 12kw Light Source Core 2x4x1000W	EA	$ 135,262.04	$ 142,430.93
GG25	UV 12k 400W Bulb Case	EA	$ 351.72	$ 370.37
GG26	UV 12k 1000W Bulb Case	EA	$ 351.72	$ 370.37
GG27	UV Can Set 72"	EA	$ 52,000.00	$ 54,756.00
GG28	UV Third Man Winch Rope	EA	$ 2,500.00	$ 2,632.50
GG29	UV-LED-Packer 6-12" for 24" Patches	EA	$ 26,000.00	$ 27,378.00
GG30	UV-LED-Packer 6-12" for 48" Patches	EA	$ 28,000.00	$ 29,484.00
GG31	UV Packer Control Unit	EA	$ 6,000.00	$ 6,318.00
GG32	End Caps for UV Packer - 6-8"	EA	$ 450.00	$ 473.85
GG33	End Caps for UV Packer - 10"	EA	$ 625.00	$ 658.13
GG34	End Caps for UV Packer - 12"	EA	$ 800.00	$ 842.40
GG35	Silicone Bladder UV Packer - 6-8"	EA	$ 1,000.00	$ 1,053.00
GG36	Silicone Bladder UV Packer - 10"	EA	$ 1,100.00	$ 1,158.30
GG37	Silicone Bladder UV Packer - 12"	EA	$ 1,300.00	$ 1,368.90
GG38	UV Packer Cable Drum	EA	$ 3,700.00	$ 3,896.10
GG39	Connecting Cable - UV Pkr 75m/245ft	EA	$ 1,500.00	$ 1,579.50
GG40	UV Regulator	EA	$ 400.00	$ 421.20
GG41	Band Clamp 110-130mm for 6-8"	EA	$ 5.00	$ 5.27
GG42	Band Clamp 150-180mm for 10"	EA	$ 7.00	$ 7.38
GG43	Band Clamp 190-220mm for 12"	EA	$ 9.00	$ 9.48

GG44	UV Packer Puck for Schwalm Rob	EA	$ 600.00	$ 631.80
GG45	Wheelset #4 for UV Packer	EA	$ 350.00	$ 368.55
HH	**UV Lateral Small Diameter Material and Related Materials:**			
HH01	MAX RECIRCHOSE 25' 3/4" with ends	EA	$ 74.38	$ 78.32
HH02	MAX RECIRCHOSE 50' 3/4" with ends	EA	$ 125.41	$ 132.06
HH03	MAX RECIRCHOSE 100' 3/4" with ends	EA	$ 250.83	$ 264.12
HH04	MAX RECIRCHOSE 100' 3/4" no ends	EA	$ 241.18	$ 253.96
HH05	MAX RECIRCHOSE 100' 1"	EA	$ 271.63	$ 286.03
HH06	MAX RECIRCHOSE 300' 1"	EA	$ 700.48	$ 737.61
HH07	Max CalTube™ - HF , PVC-CLEAR 2"	LF	$ 3.19	$ 3.36
HH08	Max CalTube™ - HF , PVC-CLEAR 3"	LF	$ 3.36	$ 3.55
HH09	Max CalTube™ - HF , PVC-CLEAR 4"	LF	$ 3.43	$ 3.61
HH10	Max CalTube™ - HF , PVC-CLEAR 5"	LF	$ 4.55	$ 4.80
HH11	Max CalTube™ - HF , PVC-CLEAR 6"	LF	$ 4.74	$ 4.99
HH12	Max CalTube™ - HF , PVC-CLEAR 8"	LF	$ 6.24	$ 6.57
HH13	Max CalTube™ - HF , PVC-GREEN 2"	LF	$ 3.19	$ 3.36
HH14	Max CalTube™ - HF , PVC-GREEN 3"	LF	$ 3.36	$ 3.55
HH15	Max CalTube™ - HF , PVC-GREEN 4"	LF	$ 3.43	$ 3.61
HH16	Max CalTube™ - HF , PVC-GREEN 5"	LF	$ 4.55	$ 4.80
HH17	Max CalTube™ - HF , PVC-GREEN 6"	LF	$ 4.74	$ 4.99
HH18	Max CalTube™ - HF , PVC-GREEN 8"	LF	$ 6.24	$ 6.57
HH19	Max CalTube™ - HF , PVC-YELLOW 2"	LF	$ 3.19	$ 3.36
HH20	Max CalTube™ - HF , PVC-YELLOW 3"	LF	$ 3.36	$ 3.55
HH21	Max CalTube™ - HF , PVC-YELLOW 4"	LF	$ 3.43	$ 3.61
HH22	Max CalTube™ - HF , PVC-YELLOW 5"	LF	$ 4.55	$ 4.80
HH23	Max CalTube™ - HF , PVC-YELLOW 6"	LF	$ 4.74	$ 4.99
HH24	Max CalTube™ - HF , PVC-YELLOW 8"	LF	$ 6.24	$ 6.57
HH25	Max CalTube™ - HF , PVC- STITCHED CLEAR 4"	LF	$ 4.18	$ 4.40
HH26	Max CalTube™ - HF , PVC- STITCHED CLEAR 5"	LF	$ 4.86	$ 5.13
HH27	Max CalTube™ - HF , PVC- STITCHED CLEAR 6"	LF	$ 4.99	$ 5.26
HH28	Max CalTube™ - HF , PVC- STITCHED CLEAR 8"	LF	$ 6.74	$ 7.10
HH29	Max CalTube™ - HF , PVC- STITCHED CLEAR 10"	LF	$ 12.36	$ 13.02
HH30	Max CalTube™ - HF , PVC- STITCHED CLEAR 12"	LF	$ 12.49	$ 13.15
HH31	Max CalTube™ - HF , PVC- STITCHED ORANGE 4"	LF	$ 4.18	$ 4.40
HH32	Max CalTube™ - HF , PVC- STITCHED ORANGE 5"	LF	$ 4.86	$ 5.13
HH33	Max CalTube™ - HF , PVC- STITCHED ORANGE 6"	LF	$ 4.99	$ 5.26
HH34	Max CalTube™ - HF , PVC- STITCHED ORANGE 8"	LF	$ 6.74	$ 7.10
HH35	Max CalTube™ - HF , PVC- STITCHED ORANGE 10"	LF	$ 12.36	$ 13.02
HH36	Max CalTube™ - HF , PVC- STITCHED ORANGE 12"	LF	$ 12.49	$ 13.15
HH37	Max LinerTube PU 3”X 3mm	LF	$ 4.83	$ 5.09
HH38	Max LinerTube PU 4”X 3mm	LF	$ 5.80	$ 6.11
HH39	Max LinerTube PU 5”X 3mm	LF	$ 7.33	$ 7.72
HH40	Max LinerTube PU 6”X 3mm	LF	$ 7.36	$ 7.76
HH41	Max LinerTube PU 8”X 3mm	LF	$ 10.75	$ 11.32
HH42	Max LinerTube PU 8”X 4.5mm	LF	$ 11.88	$ 12.51
HH43	Max LinerTube PU 10" x4.5mm	LF	$ 13.56	$ 14.29
HH44	Max LinerTube PU 12”X 4.5mm	LF	$ 15.90	$ 16.75
HH45	Max LinerTube PVC 3”X 3mm	LF	$ 4.98	$ 5.24
HH46	Max LinerTube PVC 4”X 3mm	LF	$ 5.96	$ 6.28
HH47	Max LinerTube PVC 5”X 3mm	LF	$ 7.54	$ 7.94
HH48	Max LinerTube PVC 6”X 3mm	LF	$ 7.58	$ 7.98
HH49	Max LinerTube PVC 8”X 3mm	LF	$ 11.06	$ 11.65
HH50	Max SCRIM Liner PU 3”x 3mm	LF	$ 5.09	$ 5.36
HH51	Max SCRIM Liner PU 4”x 3mm	LF	$ 6.11	$ 6.44
HH52	Max SCRIM Liner PU 5”x 3mm	LF	$ 7.73	$ 8.14
HH53	Max SCRIM Liner PU 6”x 3mm	LF	$ 7.76	$ 8.18
HH54	Max SCRIM Liner PU 8" x 3mm	LF	$ 11.45	$ 12.06
HH55	Max SCRIM Liner PU 8”x 4.5mm	LF	$ 12.11	$ 12.76
HH56	Max SCRIM Liner PU 10”x 4.5mm	LF	$ 14.01	$ 14.76
HH57	Max SCRIM Liner PU 12”x 4.5mm	LF	$ 16.94	$ 17.84
HH58	Max SCRIM Liner PVC 3”X 3mm	LF	$ 5.24	$ 5.52
HH59	Max SCRIM Liner PVC 4” x 3mm	LF	$ 6.30	$ 6.64
HH60	Max SCRIM Liner PVC 5” x 3mm	LF	$ 7.95	$ 8.38
HH61	Max SCRIM Liner PVC 6” x 3mm	LF	$ 7.99	$ 8.42
HH62	Max SCRIM Liner PVC 8” x 3mm	LF	$ 11.78	$ 12.40
HH63	Max FlexLiner 4” x 3mm	LF	$ 7.69	$ 8.10
HH64	Max FlexLiner 5” x 3mm	LF	$ 9.00	$ 9.48
HH65	Max FlexLiner 6” x 3mm	LF	$ 10.30	$ 10.85
HH66	Max Clear 3"x 3mm (formerly GhostLiner)	LF	$ 12.19	$ 12.84
HH67	Max Clear 4"x 3mm (formerly GhostLiner)	LF	$ 11.88	$ 12.51
HH68	Max Clear 6"x 3mm (formerly GhostLiner)	LF	$ 14.50	$ 15.27
HH69	Max Clear 8"x 4.5mm (formerly GhostLiner)	LF	$ 23.74	$ 25.00
HH70	Max Clear 12"x 4.5mm (formerly GhostLiner)	LF	$ 35.31	$ 37.19

HH71	Max WovoGlass 3" x 3.5mm	LF	$ 18.69	$ 19.68
HH72	Max WovoGlass 4" x 3.5mm	LF	$ 19.06	$ 20.08
HH73	Max WovoGlass 6" x 3.5mm	LF	$ 23.25	$ 24.49
HH74	Max WovoGlass 8" x 3.5mm	LF	$ 30.63	$ 32.25
HH75	Max WovoX 2"x 3.5mm	LF	$ 17.49	$ 18.42
HH76	Max WovoX 3"x 3.5mm	LF	$ 17.49	$ 18.42
HH77	Max WovoX 4"x 3.5mm	LF	$ 21.24	$ 22.37
HH78	Max WovoX 6"x 3.5mm	LF	$ 26.19	$ 27.58
HH79	Max WovoLiner 2" x 3.5mm	LF	$ 14.99	$ 15.79
HH80	Max WovoLiner 3" X 3.5mm	LF	$ 13.61	$ 14.34
HH81	Max WovoLiner 4" x 3.5mm	LF	$ 13.74	$ 14.47
HH82	Max WovoLiner 5" x 3.5mm	LF	$ 16.24	$ 17.10
HH83	Max WovoLiner 6" x 3.5mm	LF	$ 18.74	$ 19.74
HH84	Max WovoLiner 8" x 3.5mm	LF	$ 22.49	$ 23.68
HH85	Max Flex 4D 3”x 4.5mm	LF	$ 12.60	$ 13.27
HH86	Max Flex 4D 4”x 4.5mm	LF	$ 14.86	$ 15.66
HH87	Max Flex 4D 6”x 4.5mm	LF	$ 16.33	$ 17.20
HH88	Max Flex 4D 8”x 4.5mm	LF	$ 20.15	$ 21.22
HH89	Max Flex 4D 10”x 4.5mm	LF	$ 29.61	$ 31.19
HH90	Max SuperFlex 2" x 2mm	LF	$ 5.09	$ 5.36
HH91	Max SuperFlex 3" x 2mm	LF	$ 6.80	$ 7.17
HH92	Max SuperFlex 4" x 2mm	LF	$ 8.43	$ 8.88
HH93	Max SuperFlex 5" x 2mm	LF	$ 9.01	$ 9.50
HH94	Max SuperFlex 6" x 2mm	LF	$ 10.98	$ 11.56
HH95	Max SuperFlex 3" x 4.5mm	LF	$ 8.43	$ 8.88
HH96	Max SuperFlex 4" x 4.5mm	LF	$ 11.16	$ 11.76
HH97	Max SuperFlex 5" x 4.5mm	LF	$ 12.60	$ 13.27
HH98	Max SuperFlex 6" x 4.5mm	LF	$ 14.10	$ 14.85
HH99	Max SuperFlex 8" x 4.5mm	LF	$ 19.23	$ 20.25
HH100	Max SuperFlex 10" x 4.5mm	LF	$ 23.73	$ 24.99
HH101	Max SuperFlex 12" x 4.5mm	LF	$ 28.16	$ 29.66
HH102	MAX PRELINER™ HOSE 4"	LF	$ 1.61	$ 1.70
HH103	MAX PRELINER™ HOSE 5"	LF	$ 1.83	$ 1.93
HH104	MAX PRELINER™ HOSE 6"	LF	$ 2.04	$ 2.15
HH105	MAX PRELINER™ HOSE 8"	LF	$ 3.20	$ 3.37
HH106	MAX PRELINER™ HOSE 10"	LF	$ 4.36	$ 4.60
HH107	MAX PRELINER™ HOSE 12"	LF	$ 5.53	$ 5.82
HH108	PULL STRAP 3/4” Pull Strap500’	ROLL	$ 124.04	$ 130.62
HH109	PULL STRAP 1/2” Pull Strap500’	ROLL	$ 124.04	$ 130.62
HH110	MAXPOX® RESIN Bucket, 40 lbs	LB	$ 10.45	$ 11.01
HH111	MAXPOX® RESIN Drum, 485 lbs	LB	$ 10.04	$ 10.57
HH112	MAXPOX® RESIN Tote, 2400 lbs	LB	$ 9.36	$ 9.86
HH113	MAXPOX® 15 HARDENERBucket, 40 lbs	LB	$ 17.28	$ 18.20
HH114	MAXPOX® 15 HARDENERDrum, 440 lbs	LB	$ 16.19	$ 17.05
HH115	MAXPOX® 15 HARDENERTote 2175 lbs	LB	$ 15.78	$ 16.62
HH116	MAXPOX® 30 HARDENERBucket, 40 lbs	LB	$ 15.96	$ 16.81
HH117	MAXPOX® 30 HARDENERDrum, 440 lbs	LB	$ 14.88	$ 15.67
HH118	MAXPOX® 30 HARDENERTote, 2175 lbs	LB	$ 14.48	$ 15.25
HH119	MAXPOX® 60 HARDENERBucket, 40 lbs	LB	$ 15.18	$ 15.98
HH120	MAXPOX® 60 HARDENERDrum, 440 lbs	LB	$ 14.50	$ 15.27
HH121	MAXPOX® 60 HARDENERTote, 2175 lbs	LB	$ 14.09	$ 14.84
HH122	MAXPOX® 180 HARDENERBucket, 40 lbs	LB	$ 16.19	$ 17.05
HH123	MAXPOX® 180 HARDENERDrum, 440 lbs	LB	$ 15.10	$ 15.91
HH124	MAXPOX® 180 HARDENERTote, 2175 lbs	LB	$ 14.71	$ 15.50
HH125	MAX VERTIPOX 3:1Bucket, 40 lbs	LB	$ 10.25	$ 10.80
HH126	MAX VERTIPOX 3:1Drum, 440 lbs	LB	$ 9.90	$ 10.43
HH127	MAX VERTIPOX 3:1Tote 2175 lbs	LB	$ 9.23	$ 9.72
HH128	MAX VERTIPOX 30Bucket, 40 lbs	LB	$ 15.34	$ 16.16
HH129	MAX VERTIPOX 30Drum, 440 lbs	LB	$ 15.10	$ 15.91
HH130	MAX VERTIPOX 30Tote, 2175 lbs	LB	$ 14.71	$ 15.50
HH131	MAX VERTIPOX 60Bucket, 40 lbs	LB	$ 15.51	$ 16.34
HH132	MAX VERTIPOX 60Drum, 440 lbs	LB	$ 15.29	$ 16.10
HH133	MAX VERTIPOX 60Tote, 2175 lbs	LB	$ 14.88	$ 15.67
HH134	MAXLIGHT™ UV RESIN Bucket, 40 lbs	LB	$ 14.83	$ 15.62
HH135	MAXLIGHT™ UV RESIN Tote, 2400 lbs	LB	$ 13.79	$ 14.52
HH136	MAXLIGHT® PLUS UV RESIN SYSTEMS Bucket, 40 lbs	LB	$ 18.03	$ 18.99
HH137	MAXLIGHT® PLUS UV RESIN SYSTEMS Drum, 440 lbs	LB	$ 16.98	$ 17.88
HH138	MAXLIGHT® PLUS UV RESIN SYSTEMS Tote, 2175 lbs	LB	$ 16.98	$ 17.88
HH139	MAX UVL 400 Bucket, 40 lbs	LB	$ 16.78	$ 17.67
HH140	MAX UVL 400 Drum, 440 lbs	LB	$ 15.75	$ 16.59
HH141	MAX UVL 400 Tote, 2175 lbs	LB	$ 15.75	$ 16.59
HH142	MAX UVL 400H Bucket, 40 lbs	LB	$ 19.48	$ 20.51
HH143	MAX UVL 400H Drum, 440 lbs	LB	$ 19.48	$ 20.51

HH144	MAXPOX VE Bucket, 40 lbs	LB	$ 9.85	$ 10.38
HH145	MAXPOX VE Drum, 440lbs	LB	$ 9.23	$ 9.72
HH146	MAXPOX VE Tote, 2400 lbs	LB	$ 9.23	$ 9.72
II	**Small Diameter Pipe Lining - Equipment**			
II01	18' CIPP Trailer	EA	$ 110,000.00	$ 115,830.00
II02	21' CIPP Trailer	EA	$ 120,000.00	$ 126,360.00
II03	24' CIPP Trailer	EA	$ 130,000.00	$ 136,890.00
II04	Small Diameter CIPP Lining Full Truck Build Out	EA	$ 650,000.00	$ 684,450.00
II05	Heat Cured with 500 Drum System	EA	$ 40,000.00	$ 42,120.00
II06	Heat Cured with 700 Drum System	EA	$ 50,000.00	$ 52,650.00
II07	Heat Cured with 900 Drum System	EA	$ 60,000.00	$ 63,180.00
II08	Heat Cured with LinerGun System	EA	$ 50,000.00	$ 52,650.00
II09	500 Inversion Drum	EA	$ 12,500.00	$ 13,162.50
II10	700 Inversion Drum	EA	$ 18,000.00	$ 18,954.00
II11	900 Inversion Drum	EA	$ 25,000.00	$ 26,325.00
II12	Inversion Head - 2" - 8"	EA	$ 1,500.00	$ 1,579.50
II13	LinerGun	EA	$ 18,000.00	$ 18,954.00
II14	Adapter Rings - 2" - 12"	EA	$ 2,500.00	$ 2,632.50
II15	HotKick Unit	EA	$ 15,000.00	$ 15,795.00
II16	Calibration Roller	EA	$ 10,000.00	$ 10,530.00
II17	LED Cured - Full Lining System	EA	$ 200,000.00	$ 210,600.00
II18	LED Cured - Unit	EA	$ 95,000.00	$ 100,035.00
II19	Compressed Air Refridgeration Dryer	EA	$ 5,000.00	$ 5,265.00
II20	Y Pipe 6"	EA	$ 3,500.00	$ 3,685.50
II21	Y Pipe Extension	EA	$ 1,000.00	$ 1,053.00
II22	LED LightHead - 600watt	EA	$ 25,000.00	$ 26,325.00
II23	LED LightHead - Dual 600watt	EA	$ 30,000.00	$ 31,590.00
II24	LED LightHead - 1200watt	EA	$ 35,000.00	$ 36,855.00
II25	3" - 8" Robotic Cutter	EA	$ 125,000.00	$ 131,625.00
II26	3" - 6" Robotic Cutter	EA	$ 100,000.00	$ 105,300.00
II27	2" - 4" Robotic Cutter	EA	$ 75,000.00	$ 78,975.00
II28	GP75 Compressor	EA	$ 15,000.00	$ 15,795.00
II29	GP35 Compressor	EA	$ 15,000.00	$ 15,795.00
II30	Robotic Cutter Ancillary Tools	EA	$ 7,500.00	$ 7,897.50
II31	Robotic Cutter Cutting Heads	EA	$ 2,500.00	$ 2,632.50
II32	LED Inversion Equipment Ancillary Tools	EA	$ 20,000.00	$ 21,060.00
II33	Heat Cured Inversion Equipment Ancillary Tools	EA	$ 20,000.00	$ 21,060.00
II34	Ambient Cured Inversion Equipment Ancillary Tools	EA	$ 20,000.00	$ 21,060.00
II35	Pull-In-Place Equipment Set Up	EA	$ 60,000.00	$ 63,180.00
II36	Transport Box	EA	$ 750.00	$ 789.75
II37	Water Equipment with Robotic Cutters	EA	$ 3,500.00	$ 3,685.50
II38	Shipping Transport	EA	$ 7,500.00	$ 7,897.50
JJ	**UV Point Repair Sectional Patch CIPP Liners & Related Materials:**			
JJ01	UPR10X24S - 10"x24" Point Repair Summer	EA	$ 600.00	$ 631.80
JJ02	UPR10X24T - 10"x24" Point Repair Turbo	EA	$ 600.00	$ 631.80
JJ03	UPR10X24W - 10"x24" Point Repair Winter	EA	$ 600.00	$ 631.80
JJ04	UPR10X48S - 10"x48" Point Repair Summer	EA	$ 825.00	$ 868.73
JJ05	UPR10X48T - 10"x48" Point Repair Turbo	EA	$ 825.00	$ 868.73
JJ06	UPR10X48W - 10"x48" Point Repair Winter	EA	$ 825.00	$ 868.73
JJ07	UPR12X24S - 12"x24" Point Repair Summer	EA	$ 750.00	$ 789.75
JJ08	UPR12X24T - 12"x24" Point Repair Turbo	EA	$ 750.00	$ 789.75
JJ09	UPR12X24W - 12"x24" Point Repair Winter	EA	$ 750.00	$ 789.75
JJ10	UPR12X48S - 12"x48" Point Repair Summer	EA	$ 900.00	$ 947.70
JJ11	UPR12X48T - 12"x48" Point Repair Turbo	EA	$ 900.00	$ 947.70
JJ12	UPR12X48W - 12"x48" Point Repair Winter	EA	$ 900.00	$ 947.70
JJ13	UPR15X24S - 15"x24" Point Repair Summer	EA	$ 975.00	$ 1,026.68
JJ14	UPR15X24W - 15"x24" Point Repair Winter	EA	$ 975.00	$ 1,026.68
JJ15	UPR15X48S - 15"x48" Point Repair Summer	EA	$ 1,125.00	$ 1,184.63
JJ16	UPR15X48W - 15"x48" Point Repair Winter	EA	$ 1,125.00	$ 1,184.63
JJ17	UPR18X24S - 18"x24" Point Repair Summer	EA	$ 1,062.50	$ 1,118.82
JJ18	UPR18X24W - 18"x24" Point Repair Winter	EA	$ 1,062.50	$ 1,118.82
JJ19	UPR18X48S - 18"x48" Point Repair Summer	EA	$ 1,187.50	$ 1,250.44
JJ20	UPR18X48W - 18"x48" Point Repair Winter	EA	$ 1,187.50	$ 1,250.44
JJ21	UPR24X24S - 24"x24" Point Repair Summer	EA	$ 1,250.00	$ 1,316.25
JJ22	UPR24X24W - 24"x24" Point Repair Winter	EA	$ 1,250.00	$ 1,316.25
JJ23	UPR24X48S - 24"x48" Point Repair Summer	EA	$ 1,500.00	$ 1,579.50
JJ24	UPR24X48W - 24"x48" Point Repair Winter	EA	$ 1,500.00	$ 1,579.50
JJ25	UPR30X48S - 30"x48" Point Repair Summer	EA	$ 1,687.50	$ 1,776.94
JJ26	UPR30X48W - 30"x48" Point Repair Winter	EA	$ 1,687.50	$ 1,776.94
JJ27	UPR3X24S - 3"x24" Point Repair Summer	EA	$ 337.50	$ 355.39
JJ28	UPR3X24T - 3"x24" Point Repair Turbo	EA	$ 337.50	$ 355.39
JJ29	UPR3X24W - 3"x24" Point Repair Winter	EA	$ 337.50	$ 355.39
JJ30	UPR3X48S - 3"x48" Point Repair Summer	EA	$ 437.50	$ 460.69

JJ31	UPR3X48T - 3"x48" Point Repair Turbo	EA	$ 437.50	$ 460.69
JJ32	UPR3X48W - 3"x48" Point Repair Winter	EA	$ 437.50	$ 460.69
JJ33	UPR42X48S - 42"x48" Point Repair Summer	EA	$ 2,031.25	$ 2,138.91
JJ34	UPR42X48W - 42"x48" Point Repair Winter	EA	$ 2,031.25	$ 2,138.91
JJ35	UPR48X48S - 48"x48" Point Repair Summer	EA	$ 2,281.25	$ 2,402.16
JJ36	UPR48X48W - 48"x48" Point Repair Winter	EA	$ 2,281.25	$ 2,402.16
JJ37	UPR4X24S - 4"x24" Point Repair Summer	EA	$ 375.00	$ 394.88
JJ38	UPR4X24T - 4"x24" Point Repair Turbo	EA	$ 375.00	$ 394.88
JJ39	UPR4X24W - 4"x24" Point Repair Winter	EA	$ 375.00	$ 394.88
JJ40	UPR4X48S - 4"x48" Point Repair Summer	EA	$ 487.50	$ 513.34
JJ41	UPR4X48T - 4"x48" Point Repair Turbo	EA	$ 487.50	$ 513.34
JJ42	UPR4X48W - 4"x48" Point Repair Winter	EA	$ 487.50	$ 513.34
JJ43	UPR60X48S - 60"x48" Point Repair Summer	EA	$ 3,125.00	$ 3,290.63
JJ44	UPR6X144W - 6"x144" Point Repair Winter	EA	$ 1,425.00	$ 1,500.53
JJ45	UPR6X24S - 6"x24" Point Repair Summer	EA	$ 450.00	$ 473.85
JJ46	UPR6X24T - 6"x24" Point Repair Turbo	EA	$ 450.00	$ 473.85
JJ47	UPR6X24W - 6"x24" Point Repair Winter	EA	$ 450.00	$ 473.85
JJ48	UPR6X48S - 6"x48" Point Repair Summer	EA	$ 675.00	$ 710.78
JJ49	UPR6X48T - 6"x48" Point Repair Turbo	EA	$ 675.00	$ 710.78
JJ50	UPR6X48W - 6"x48" Point Repair Winter	EA	$ 675.00	$ 710.78
JJ51	UPR72X48S - 72"x48" Point Repair Summer	EA	$ 3,812.50	$ 4,014.57
JJ52	UPR8X24S - 8"x24" Point Repair Summer	EA	$ 525.00	$ 552.83
JJ53	UPR8X24T - 8"x24" Point Repair Turbo	EA	$ 525.00	$ 552.83
JJ54	UPR8X24W - 8"x24" Point Repair Winter	EA	$ 525.00	$ 552.83
JJ55	UPR8X48S - 8"x48" Point Repair Summer	EA	$ 750.00	$ 789.75
JJ56	UPR8X48T - 8"x48" Point Repair Turbo	EA	$ 750.00	$ 789.75
JJ57	UPR8X48W - 8"x48" Point Repair Winter	EA	$ 750.00	$ 789.75
JJ58	UPR3X24W-EL - 3"x24" Elbow Point Repair- W	EA	$ 487.50	$ 513.34
JJ59	UPR3X48S-EL - 3"x48" Elbow Point Repair- S	EA	$ 612.50	$ 644.97
JJ60	UPR3X48W-EL - 3"x48" Elbow Point Repair- W	EA	$ 612.50	$ 644.97
JJ61	UPR4X24T-EL - 4"x24" Elbow Point Repair- T	EA	$ 525.00	$ 552.83
JJ62	UPR4X24W-EL - 4"x24" Elbow Point Repair- W	EA	$ 525.00	$ 552.83
JJ63	UPR4X48S-EL - 4"x48" Elbow Point Repair- S	EA	$ 662.50	$ 697.62
JJ64	UPR4X48W-EL - 4"x48" Elbow Point Repair- W	EA	$ 662.50	$ 697.62
JJ65	UPR6X24W-EL - 6"x24" Elbow Point Repair- W	EA	$ 600.00	$ 631.80
JJ66	UPR6X48W-EL - 6"x48" Elbow Point Repair- W	EA	$ 825.00	$ 868.73
JJ67	UPR-AIRREG - Pressure Cont./Air Regulator	EA	$ 300.00	$ 315.90
JJ68	UPR-AIRREGLG - Pressure Cont./Air Reg Large	EA	$ 600.00	$ 631.80
JJ69	UPR-BRIDLE14 - 14"Bridle Two Leg	EA	$ 61.25	$ 64.50
JJ70	UPR-BRIDLE30 - 30"Bridle Two Leg	EA	$ 73.75	$ 77.66
JJ71	UPR-CR1215X24BP - 12-15x24 Point Repair Carrier w/bp	EA	$ 3,437.50	$ 3,619.69
JJ72	UPR-CR1215X48BP - 12-15x48 Point Repair Carrier w/bp	EA	$ 3,875.00	$ 4,080.38
JJ73	UPR-CR1215X84BP - 12-15x84 Point Repair Carrier w/bp	EA	$ 4,125.00	$ 4,343.63
JJ74	UPR-CR1218X24BP - 12-18x24 Point Repair Carrier w/bp	EA	$ 3,718.75	$ 3,915.85
JJ75	UPR-CR1218X48BP - 12-18x48 Point Repair Carrier w/bp	EA	$ 4,350.00	$ 4,580.55
JJ76	UPR-CR1824X24BP - 18-24x24 Point Repair Carrier w/bp	EA	$ 4,500.00	$ 4,738.50
JJ77	UPR-CR1824X48BP - 18-24x48 Point Repair Carrier w/bp	EA	$ 5,312.50	$ 5,594.07
JJ78	UPR-CR3-4X24 - 3-4x24 Point Repair Carrier	EA	$ 962.50	$ 1,013.52
JJ79	UPR-CR3-4X48 - 3-4x48 Point Repair Carrier	EA	$ 1,237.50	$ 1,303.09
JJ80	UPR-CR3-6X48 - 3-6x48 Point Repair Carrier	EA	$ 2,187.50	$ 2,303.44
JJ81	UPR-CR4-6X24 - 4-6x24 Point Repair Carrier	EA	$ 1,087.50	$ 1,145.14
JJ82	UPR-CR4-6X48 - 4-6x48 Point Repair Carrier	EA	$ 1,262.50	$ 1,329.42
JJ83	UPR-CR6-10X24BP - 6-10x24 Point Repair Carrier w/bp	EA	$ 2,112.50	$ 2,224.47
JJ84	UPR-CR6-10X48BP - 6-10x48 Point Repair Carrier w/bp	EA	$ 2,468.75	$ 2,599.60
JJ85	UPR-CR6-10X84BP - 6-10x84 Point Repair Carrier w/bp	EA	$ 2,843.75	$ 2,994.47
JJ86	UPR-CR8-12X24 - 8-12x24 Point Repair Carrier w/o bp	EA	$ 2,475.00	$ 2,606.18
JJ87	UPR-CR8-12X24BP - 8-12x24 Point Repair Carrier w/bp	EA	$ 3,125.00	$ 3,290.63
JJ88	UPR-CR8-12X48 - 8-12x48 Point Repair Carrier w/o bp	EA	$ 3,593.75	$ 3,784.22
JJ89	UPR-CR8-12X48BP - 8-12x48 Point Repair Carrier w/bp	EA	$ 3,750.00	$ 3,948.75
JJ90	UPR-CR8-12X84BP - 8-12x84 Point Repair Carrier w/bp	EA	$ 4,093.75	$ 4,310.72
JJ91	UPR-FLEXAD - Flexible Coupling	EA	$ 48.75	$ 51.34
JJ92	UPR-FXCR4X24 - 4" FLEX Point Repair Carrier	EA	$ 1,018.75	$ 1,072.75
JJ93	UPR-FXCR6X24 - 6" FLEX Point Repair Carrier	EA	$ 1,368.75	$ 1,441.30
JJ94	UPR-FXCR8X24 - 8" FLEX Point Repair Carrier	EA	$ 1,606.25	$ 1,691.39
JJ95	UPR-PSCR1524X48 - 15-24x48 Point Repair Pillow	EA	$ 3,875.00	$ 4,080.38
JJ96	UPR-PSCR3036X48 - 30-36x48 Point Repair Pillow	EA	$ 4,312.50	$ 4,541.07
JJ97	UPR-PSCR4248X48 - 42-48x48 Point Repair Pillow	EA	$ 5,375.00	$ 5,659.88
JJ98	UPR-PSCR6072X48 - 60-72x48 Point Repair Pillow	EA	$ 10,750.00	$ 11,319.75
JJ99	UPR-PUSHROD - Push Air Rod	EA	$ 98.75	$ 103.99
JJ100	UPR-RETCABLE - 250' Retrieval Cable	EA	$ 147.50	$ 155.32
JJ101	UPR-RETCABLE500 - 500' Retrieval Cable	EA	$ 295.00	$ 310.64
JJ102	UPRTEE10X4-S - 10"x4" Tee Point Repair Summer	EA	$ 637.50	$ 671.29
JJ103	UPRTEE10X4-W - 10"x4" Tee Point Repair Winter	EA	$ 637.50	$ 671.29

JJ104	UPRTEE10X6-S - 10"x6" Tee Point Repair Summer	EA	$ 637.50	$ 671.29
JJ105	UPRTEE10X6-W - 10"x6" Tee Point Repair Winter	EA	$ 637.50	$ 671.29
JJ106	UPRTEE12X4-S - 12"x4" Tee Point Repair Summer	EA	$ 656.25	$ 691.04
JJ107	UPRTEE12X4-W - 12"x4" Tee Point Repair Winter	EA	$ 656.25	$ 691.04
JJ108	UPRTEE12X6-S - 12"x6" Tee Point Repair Summer	EA	$ 656.25	$ 691.04
JJ109	UPRTEE12X6-W - 12"x6" Tee Point Repair Winter	EA	$ 656.25	$ 691.04
JJ110	UPRTEE15X4-S - 15"x4" Tee Point Repair Summer	EA	$ 1,062.50	$ 1,118.82
JJ111	UPRTEE15X4-W - 15"x4" Tee Point Repair Winter	EA	$ 1,062.50	$ 1,118.82
JJ112	UPRTEE15X6-S - 15"x6" Tee Point Repair Summer	EA	$ 1,062.50	$ 1,118.82
JJ113	UPRTEE15X6-W - 15"x6" Tee Point Repair Winter	EA	$ 1,062.50	$ 1,118.82
JJ114	UPRTEE8X4-S - 8"x4" Tee Point Repair Summer	EA	$ 606.25	$ 638.39
JJ115	UPRTEE8X6-S - 8"x6" Tee Point Repair Summer	EA	$ 606.25	$ 638.39
JJ116	UPRTEE8X6-W - 8"x6" Tee Point Repair Winter	EA	$ 606.25	$ 638.39
JJ117	UPRWYE10X4-S - 10"x4" Wye Point Repair Summer	EA	$ 637.50	$ 671.29
JJ118	UPRWYE10X4-W - 10"x4" Wye Point Repair Winter	EA	$ 637.50	$ 671.29
JJ119	UPRWYE10X6-S - 10"x6" Wye Point Repair Summer	EA	$ 637.50	$ 671.29
JJ120	UPRWYE10X6-W - 10"x6" Wye Point Repair Winter	EA	$ 637.50	$ 671.29
JJ121	UPRWYE12X4-S - 12"x4" Wye Point Repair Summer	EA	$ 656.25	$ 691.04
JJ122	UPRWYE12X4-W - 12"x4" Wye Point Repair Winter	EA	$ 656.25	$ 691.04
JJ123	UPRWYE12X6-S - 12"x6" Wye Point Repair Summer	EA	$ 656.25	$ 691.04
JJ124	UPRWYE12X6-W - 12"x6" Wye Point Repair Winter	EA	$ 656.25	$ 691.04
JJ125	UPRWYE15X4-S - 15"x4" Wye Point Repair Summer	EA	$ 1,062.50	$ 1,118.82
JJ126	UPRWYE15X4-W - 15"x4" Wye Point Repair Winter	EA	$ 1,062.50	$ 1,118.82
JJ127	UPRWYE15X6-S - 15"x6" Wye Point Repair Summer	EA	$ 1,062.50	$ 1,118.82
JJ128	UPRWYE15X6-W - 15"x6" Wye Point Repair Winter	EA	$ 1,062.50	$ 1,118.82
JJ129	UPRWYE8X4-S - 8"x4" Wye Point Repair Summer	EA	$ 606.25	$ 638.39
JJ130	UPRWYE8X4-W - 8"x4" Wye Point Repair Winter	EA	$ 606.25	$ 638.39
JJ131	UPRWYE8X6-S - 8"x6" Wye Point Repair Summer	EA	$ 606.25	$ 638.39
JJ132	UPRWYE8X6-W - 8"x6" Wye Point Repair Winter	EA	$ 606.25	$ 638.39
JJ133	UPR10X24-UV - 10"x24" Point Repair for UV	EA	$ 600.00	$ 631.80
JJ134	UPR10X48-UV - 10"x48" Point Repair for UV	EA	$ 825.00	$ 868.73
JJ135	UPR12X24-UV - 12"x24" Point Repair for UV	EA	$ 750.00	$ 789.75
JJ136	UPR12X48-UV - 12"x48" Point Repair for UV	EA	$ 900.00	$ 947.70
JJ137	UPR6X24-UV - 6"x24" Point Repair for UV	EA	$ 450.00	$ 473.85
JJ138	UPR6X48-UV - 6"x48" Point Repair for UV	EA	$ 675.00	$ 710.78
JJ139	UPR8X24-UV - 8" x 24" Point Repair for UV	EA	$ 525.00	$ 552.83
JJ140	UPR8X48-UV - 8"x48" Point Repair for UV	EA	$ 750.00	$ 789.75
JJ141	UPR16KGWG - Part A Waterglass 16kg	EA	$ 520.69	$ 548.29
JJ142	UPR26KGSMMR - Part B Summer 26kg	EA	$ 869.06	$ 915.13
JJ143	UPR26KGTRBO - Part B Turbo 26kg	EA	$ 869.06	$ 915.13
JJ144	UPR26KGWNTR - Part B Winter 26kg	EA	$ 869.06	$ 915.13
JJ145	UPRFG50X147HW - 50"x147' Roll of 9008 Glass	EA	$ 4,145.66	$ 4,365.38
JJ146	UPRFG50X200 - 50"x200' Roll of 1815 Glass	EA	$ 1,956.25	$ 2,059.94
KK	**Small Diameter Pipe Cleaning, Prep, Coating - Equipment**			
KK01	SUPER MIDI MILLER 110v (PICOTE)	EA	$ 11,025.00	$ 11,609.33
KK02	MAXI MILLER 240v 33% more power than 110v (PICOTE)	EA	$ 13,282.50	$ 13,986.48
KK03	Picote Generator 400v (includes a 3.3kVA portable tool transformer w/ 110v 15A & 30A socket.(PICOTE)	EA	$ 19,530.00	$ 20,565.09
KK04	Picote Starter Kit	EA	$ 1,134.00	$ 1,194.11
KK05	Picote Pro Cutting	EA	$ 3,780.00	$ 3,980.34
KK06	Picote Pro Cleaning Kit	EA	$ 3,738.00	$ 3,936.12
KK07	Midi Roller US - Compact impregnation unit with battery and foot pedal (2-9" Liners)	EA	$ 5,985.00	$ 6,302.21
KK08	Midi Roller Wet-Out Station Foldable wet out table to be used with Midi Roller.	EA	$ 5,722.50	$ 6,025.80
KK09	Midi Roller & Wet-Out Station Package US	EA	$ 11,025.00	$ 11,609.33
KK10	Picote Original Cannon	EA	$ 2,898.00	$ 3,051.60
KK11	Twister Express 2" - 1/3" Shaft	EA	$ 887.25	$ 934.28
KK12	Twister Mini Flexi	EA	$ 929.25	$ 978.51
KK13	Twister Express	EA	$ 1,270.50	$ 1,337.84
KK14	Tiger Twister Lateral Cutter	EA	$ 1,585.50	$ 1,669.54
KK15	Twister for Unlined Pipe	EA	$ 1,627.50	$ 1,713.76
KK16	Twister for Lined Pipe	EA	$ 1,795.50	$ 1,890.67
KK17	Twister Concrete Remover	EA	$ 1,648.50	$ 1,735.88
KK18	Picote Grabber	EA	$ 4,462.50	$ 4,699.02
KK19	Grabber Jaw Set	EA	$ 467.25	$ 492.02
KK20	Large Grabber Jaw Set 1	EA	$ 3,517.50	$ 3,703.93
KK21	Large Grabber Extension 32.8ft.	EA	$ 525.00	$ 552.83
KK22	Spare Grabber Head with Jaws	EA	$ 1,312.50	$ 1,382.07
KK23	Spare Grabber Steering Unit	EA	$ 2,047.50	$ 2,156.02
KK24	Smart Crusher	EA	$ 4,567.50	$ 4,809.58
KK25	Smart Crusher Front Drill Head	EA	$ 1,995.00	$ 2,100.74
KK26	Smart Sweeper	EA	$ 4,488.75	$ 4,726.66
KK27	Twister+ 6" - 12" - 3/4" Shaft	EA	$ 3,675.00	$ 3,869.78
KK28	Smart Spider	EA	$ 2,756.25	$ 2,902.34
KK29	Twister Concrete Remover	EA	$ 3,675.00	$ 3,869.78

KK30	Maxi Coating Pump U.S. 110v	EA	$ 14,673.75	$ 15,451.46
KK31	Xpress Coating Pump 1 1/4"-12" pipes	EA	$ 50,321.25	$ 52,988.28
KK32	2" - 10" Miller Machine	EA	$ 25,000.00	$ 26,325.00
KK33	2" - 10" Cleaning Kit	EA	$ 15,000.00	$ 15,795.00
KK34	2" - 10" Cutting Kit	EA	$ 15,000.00	$ 15,795.00
KK35	2" - 10" - Ancillary Cleaning, Cutting, Coating Tools	EA	$ 7,500.00	$ 7,897.50

CITY OF OLDSMAR
CITY COUNCIL
AGENDA ITEM
COVER MEMO

TO: Felicia Donnelly, City Manager

FROM: Tatiana Childress, Director of Planning & Redevelopment

DATE: June 16, 2026

AIR #: AIR-3906

SUBJECT: Consideration of an Amendment to the previously recorded Restrictive Covenant to allow shopping center uses for the property located on Stephanie Drive, parcel ID 15-28-16-20100-000-0040, zoned C-2, Commercial General

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BACKGROUND
This application requests an amendment to the existing recorded Restrictive Covenant for the subject property to allow a shopping center use. The current covenant, established in 2001 at the time of rezoning, prohibits shopping centers, while still permitting general retail uses by right. Under the existing restriction, the property may be developed with a single large retail establishment but cannot be subdivided or configured for multiple tenants.
The applicant is proposing to modify the covenant to remove this limitation and allow a shopping center, allowing multi-tenant retail development consistent with the intent of the LDC 5.5 – Retail sales and general services category uses.

STRATEGIC GOAL
Economic Development

COMMUNITY ENGAGEMENT
Involve

ADVISORY BOARD RECOMMENDATION
The Planning Board of the City of Oldsmar met on June 11 and recommended approval. Vote (7:0)

RECOMMENDED MOTION

Recommend that the City Council authorize the City Attorney to draft an ordinance amending the existing Restrictive Covenant to remove the prohibition on shopping center uses and allow multi-tenant commercial development consistent with the underlying C-2, Commercial General zoning district regulations for the property located on Stephanie Drive, parcel ID 15-28-16-20100-000-0040, in the C-2 zoning district.

ATTACHMENTS

ZLU26-01 - Stephanie Dr Staff Report-11-26 (PDF)

STAFF REPORT

TO: Felicia Donnelly, City Manager

FROM: Tatiana Childress, Planning and Redevelopment Director

DATE: June 1, 2026

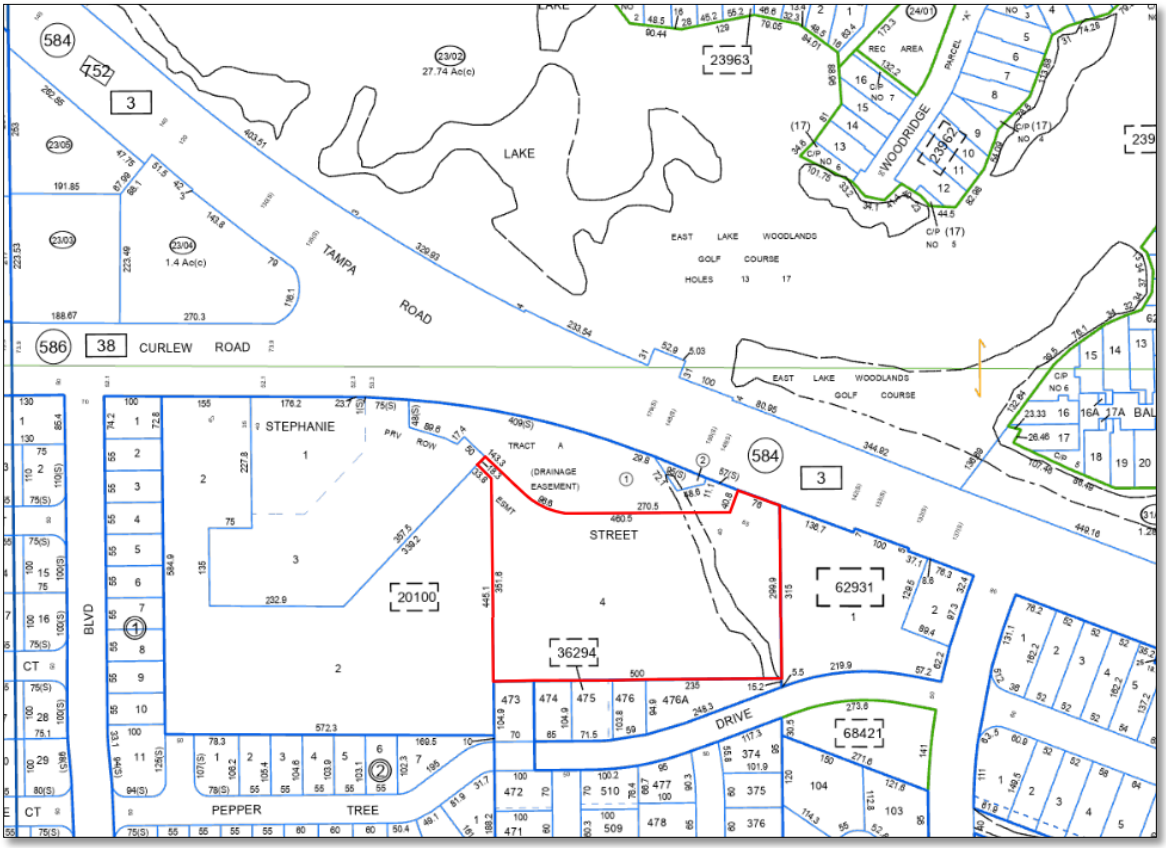
SUBJECT: Amendment to the Restrictive Covenant to allow shopping plazas for the property located within the C-2, General Commercial Zoning District

CASE NO: ZLU26-01

APPLICANT: Complex Delta USA LLC/Housh Ghovaee, CEO Northside

LOCATION: Parcel ID: 15-28-16-20100-000-0040

LOCATION MAP



BACKGROUND

The subject property is currently zoned C-2, Commercial General, with a Future Land Use designation of General Commercial, and is subject to a Restrictive Covenant recorded in 2001 as part of a prior rezoning approval. The covenant prohibits shopping centers while allowing general retail uses. As a result, the property may be developed with a single-tenant commercial building but cannot be developed as a multi-tenant shopping center. The applicant is requesting a modification to the Restrictive Covenant to remove the prohibition on shopping centers and allow multi-tenant commercial development consistent with the underlying C-2 zoning district and the intended retail and sales uses of the district.

At the time the Restrictive Covenant was established, the property had a Residential/Office/Retail Future Land Use designation and was zoned Office General. The covenant was intended to impose site-specific development limitations beyond the underlying zoning regulations, restricting the intensity and type of development permitted on the property.

Pursuant to the Land Development Code (LDC), a "shopping center and business center" is defined as a group of three or more business establishments within a single architectural plan, with common ownership of property, or cooperative or condominium ownership. The applicant's request would remove the restriction prohibiting this development format and allow the property to develop in a manner otherwise consistent with the adopted General Commercial Future Land Use designation and the permitted uses within the C-2 zoning district.

REQUEST: The request is to amend the existing recorded Restrictive Covenant to permit shopping center uses on the property, allowing multi-tenant commercial development consistent with C-2 zoning standards.

DISCUSSION: This request was evaluated pursuant to Article III, Section 3.15.3 Standards for Approval, Land Development Code, since the list of permitted zoning uses was amended by the prior Restrictive Covenant.

1. ***The available uses to which the property may be put are appropriate to the property in question and compatible with the existing and planned uses in the area.***

   The underlying C-2 zoning district permits a full range of commercial uses, including retail sales, service establishments, restaurants, and offices. The requested amendment would align the covenant with the underlying zoning designation by removing a limitation that currently restricts multi-tenant commercial development.
   Additionally, Section 5.5, Retail Sales and General Services, of the Land Development Code further supports the proposed amendment by recognizing the intent of these commercial areas to provide residents with a full range of retail, personal, professional, and service-oriented uses. The Land Development Code further states that such uses should be located along principal and collector corridors for convenient access and efficient use of public infrastructure, while also requiring appropriate buffering and screening when adjacent to residential districts. The subject property's location along the Tampa Road Corridor and adjacent commercial development

pattern is consistent with these objectives and supports the proposed multi-tenant commercial configuration.
The surrounding area includes a mix of residential neighborhoods and existing commercial activity along adjacent corridors. The property's location along a transitional edge supports commercial use, provided appropriate buffering and site design standards are met at the site development review stage.

If amended, the Restrictive Covenant will be recorded in the Official Records of the Pinellas County Clerk of the Circuit Court. Any future modification or removal of the restrictions will require approval from the City of Oldsmar. The amended covenant proposes to allow the following uses:

Updated Restrictive Covenant Uses:

Permitted Uses:

1. *All uses permitted, and conditionally permitted, in the C-1 district.(See attached)*
2. *Retail sales establishments selling directly to consumers, except building materials.*
3. *Restaurants, excluding ~~takeout and~~ drive-through.*
4. *Financial institutions and banks, including drive-through.*
5. *Professional services, including medical, dental and eye clinics, real estate, travel agencies, brokerage houses, office reproduction, and supplies for retail sales.*
6. *Dry cleaning establishments using only solvents which are not flammable.*
7. *Funeral Homes*
8. ***Shopping Centers***

9. *Conditional Uses:*
10. *Navigation safety devices and structures.*
11. *Places of worship.*
12. *Public or private utility, electrical, gas, telephone, water, or sewage and railroad right-of-way.*
13. *Public or private substations provided there be no storage of trucks or materials on the site.*
14. *Self-service storage facilities, as per the requirements set forth in article XIV of this Code.*
15. *Assembly and research and development of electronic components, precision instruments, office and professional supplies, lighting and processing equipment, toys, cosmetics, musical instruments, and additional uses of similar character and no greater impact. Said uses shall perform as follows:*
    a. *All assembly and research and development operations shall be fully enclosed.*
    b. *Open storage shall be prohibited*
    c. *Maximum gross floor area shall be limited to 4,000 square feet on any one floor of a structure*
    d. *Noise-generating mechanical equipment shall be soundproofed so as not to exceed the noise regulations of the City of Oldsmar and Pinellas County.*

Prohibited Uses:

16. *Marinas, which provide boat launching, docking, wet or dry storage of boats, sale of gasoline and oil repair and service of boats and motors, incidental to the operation of a marina.*
~~***17. Shopping Centers***~~
18. *Motels and Hotels.*
19. *Convenience stores*
20. *Take-out or drive-thru restaurants*
21. *Veterinary hospitals or kennels*
22. *Automobile detailing*
23. *Sales of automobiles, boats and mobile homes*
24. *Commercial recreation uses*
25. *Truck rental or repair*
26. *Sales of household appliances.*

2. The numerical and dimensional development requirements which govern the development of property will sufficiently safeguard the integrity and character of the area.

The existing Restrictive Covenant functions as an additional layer of regulation beyond the C-2 zoning district. While general commercial uses are permitted, the prohibition on shopping centers limits the development form to a single-tenant retail configuration.

The proposed amendment would not change the zoning or allowable uses under the Land Development Code but would modify the private development restriction to allow a broader commercial configuration consistent with C-2 intent.

3. The amendment will not constitute a grant of special privilege to an individual owner.

The amendment will not constitute a grant of special privilege to an individual owner. Any applicant must follow the established review and approval process required by the City of Oldsmar for amendments to recorded Restrictive Covenants. If approved, the amended Restrictive Covenant will be formally adopted by ordinance and recorded in the Official Records of Pinellas County. The covenant will continue to run with the land and remain enforceable by the City. Any future modification or removal of the restrictions will require subsequent review and approval by the City in accordance with applicable procedures, ensuring consistent application of regulations and preventing preferential treatment.

4. The amendment will not conflict with the needs of the neighborhood or the City.

By allowing a multi-tenant commercial (shopping center) configuration instead of a single-tenant use, the proposed development provides a direct community benefit by expanding access to convenient day-to-day goods and services for nearby residential neighborhoods and Tampa Road corridor users. This type of development improves accessibility by reducing travel distances for basic retail, dining, and service needs, while also serving visitors traveling along the corridor. As a result, the proposed amendment promotes a more functional and efficient commercial environment that better serves both the surrounding neighborhood and the broader community

Additionally, the applicant conducted a public workshop as part of the outreach process, providing notice to surrounding property owners and businesses within a 500-foot radius of the subject site. A conceptual plan was presented during the meeting, as shown in Appendix A of this report, and the proposal generally received favorable feedback from the majority of attendees. One resident expressed concerns regarding potential traffic impacts; however, any required traffic analysis will be evaluated during future development review in accordance with the Land Development Code requirements.

5. ***The amendment will not adversely or unreasonably affect the use of other property in the area.***

   The subject property is located along the Tampa Road Corridor, a major commercial corridor characterized by a mix of retail, office, and service-oriented uses, as well as higher-intensity commercial development that serves the broader community. Properties to the east and west are developed with established commercial uses consistent with this corridor setting. To the south, the property is adjacent to the existing established single-family residential neighborhood. All future development of the site will remain subject to all applicable Land Development Code standards, including buffering, landscaping, lighting controls, and site plan review. These requirements ensure compatibility with adjacent residential properties regardless of whether the development is single-tenant or multi-tenant in nature.

6. ***The amendment will not deter the improvement or development of other property in accord with the existing zoning and development regulations.***

   The proposed amendment will not deter the improvement or development of other properties in accordance with the existing zoning and development regulations. The underlying C-2, Commercial General zoning district remains unchanged, and all adjacent and nearby properties will continue to develop consistent with their respective zoning designations and applicable Land Development Code standards. The amendment only modifies a private Restrictive Covenant affecting a single parcel and does not alter permitted uses, intensities, or development standards applicable to other properties in the area.

7. ***The amendment will not adversely burden public facilities, including the traffic-carrying capacities of streets, in an unreasonable or disproportionate manner.***

   The amendment does not directly increase intensity of use beyond what is already permitted under C-2 zoning. Any future development will be required to undergo concurrency review to ensure adequate capacity for water, wastewater, drainage, and transportation facilities at the time of development.

8. ***The district boundaries area appropriately drawn with due regard to locations and classifications of streets, ownership lines, existing improvements, and the natural environment.***

   The district boundaries are appropriately drawn with due regard to locations and classifications of streets, ownership lines, existing improvements, and the natural environment.

9. The amendment will result in enhancing the health, safety, or welfare of the citizens of Oldsmar.

The amendment may enhance the health, safety, and welfare of the citizens of Oldsmar by supporting the revitalization of an underutilized commercial site through improved site design, enhanced landscaping, and additional buffering. Allowing a multi-tenant shopping center will expand access to everyday goods and services for nearby residents and corridor users, reducing travel distances and improving convenience.

In addition, redevelopment of the site is expected to improve the overall appearance of the corridor, support economic activity, and promote a more active and well-maintained commercial environment.

At the time of future development review, the applicant will be required to provide appropriate mitigation measures, as necessary, to address potential impacts related to traffic circulation and buffering. These measures will be evaluated in accordance with the Land Development Code to ensure safe and efficient site access and compatibility with surrounding uses.

10. The amendment will further the expressed purposes of the Land Development Code.

If approved, the amended Restrictive Covenant will continue to run with the land and will be recorded in the Official Records of Pinellas County. The covenant will remain enforceable by the City of Oldsmar and may only be modified through future City approval.

Any future redevelopment of the site will remain subject to all applicable zoning district regulations and site development standards of the Land Development Code, including requirements related to access, parking, landscaping, buffering, stormwater, utilities, signage, lighting, and compatibility with surrounding uses. Through the future development review process, the City will ensure compliance with all applicable standards to promote public health, safety, welfare, and orderly development.

11. The amendment will not in any way deter the implementation of the Comprehensive Plan.

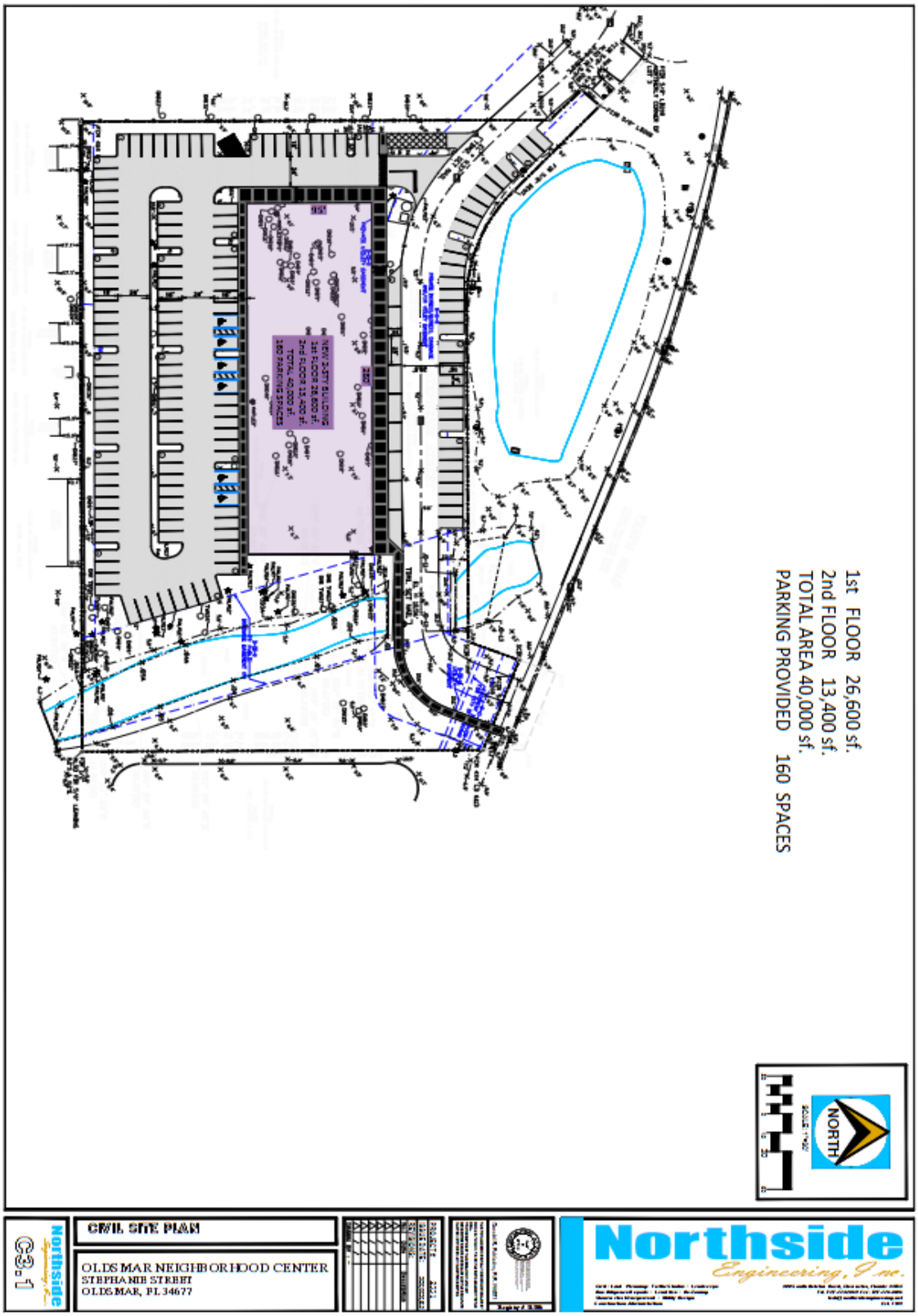
The underlying Future Land Use designation is General Commercial, which permits shopping centers and general retail uses. The proposed request does not modify the Future Land Use designation; it only involves an amendment to a recorded Restrictive Covenant that imposes additional use limitations beyond the Land Development Code. The underlying land use category will remain unchanged, and the amendment will not alter the consistency of the property with the Comprehensive Plan or the City's adopted growth management framework.

RECOMMENDATION: Based on the above discussion and review of the standards outlined in Section 3.15.3 of the Land Development Code, staff recommends that the City Council authorize the City Attorney to draft an ordinance amending the existing Restrictive Covenant to remove the prohibition on shopping center uses and allow multi-tenant commercial development consistent with the underlying C-2, Commercial General zoning district regulations.

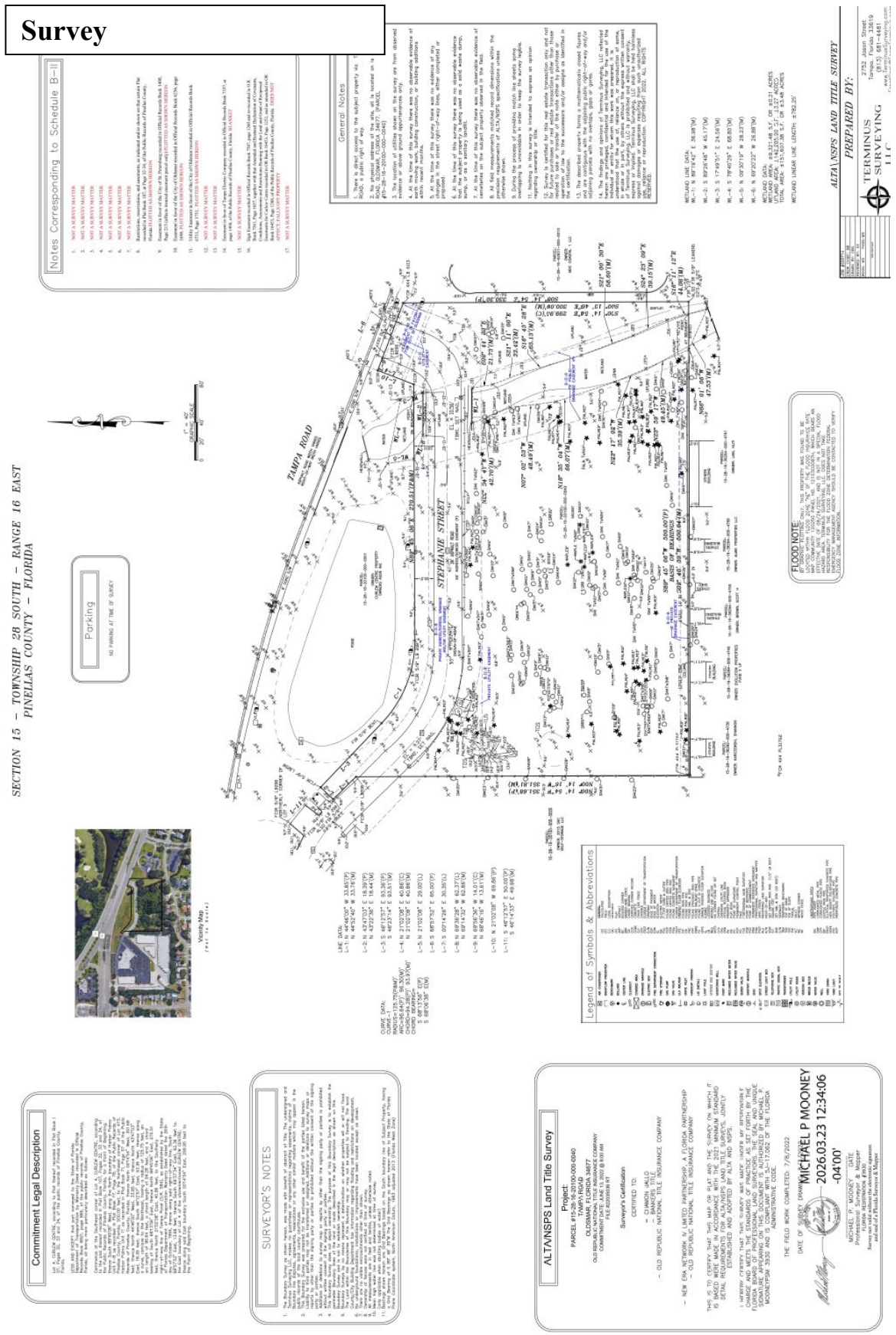
AERIAL PHOTOGRAPH



Proposed Conceptual Plan.



Survey


SECTION 15 – TOWNSHIP 28 SOUTH – RANGE 16 EAST
PINELLAS COUNTY – FLORIDA
TAMPA ROAD
STEPHANIE STREET
Parking
NO PARKING AT TIME OF SURVEY
Notes Corresponding to Schedule B-II
General Notes
Legend of Symbols & Abbreviations
FLOOD NOTE:
ALTA\NSPS LAND TITLE SURVEY
PREPARED BY:
TERMINUS SURVEYING LLC
2725 Jason Street
Tampa, Florida 33619
(813) 681-4481
Commitment Legal Description
SURVEYOR'S NOTES
ALTA/NSPS Land Title Survey
Project:
PARCEL #15-28-16-20100-000-0040
TAMPA ROAD
OLDSMAR, FLORIDA 34677
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT DATE: JUNE 13, 2022 @ 8:00 AM
FILE #22000609 RT
Surveyor's Certification
CERTIFIED TO:
– CHANNON UALLO
– OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
– NEW ERA NETWORK IV, LIMITED PARTNERSHIP, A FLORIDA PARTNERSHIP
– OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS.
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. DIGITAL SIGNATURE APPEARING ON THIS DOCUMENT IS AUTHORIZED BY MICHAEL P. MOONEY/PSM 5930 AND TO COMPLY WITH CHAPTER 5J-17.062 OF THE FLORIDA ADMINISTRATIVE CODE.
THE FIELD WORK COMPLETED: 7/8/2022
DATE OF SURVEY DRAWING: 2026.03.23 12:34:06 -04'00'
MICHAEL P. MOONEY DATE
Professional Surveyor & Mapper
Florida Certificate No. 5930
Survey not valid without the electronic signature and seal of Florida Surveyor & Mapper.

99-109117 APR- 5-1999 3:00PM
PINELLAS CO BK 10465 PG 2516

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100273
28.50 R

RESTRICTIVE COVENANT

KNOW ALL MEN BY THESE PRESENTS that HAKIM TWO FAMILY LIMITED PARTNERSHIP, a Florida Limited Partnership, organized and existing under the laws of the State of Florida, hereinafter referred to as "Owner", is the owner and developer of certain real property located in the City of Oldsmar, Pinellas County, Florida (the "Property"), more particularly described as follows:

AS PER EXHIBIT "A" ATTACHED.

Said Owner does hereby make the following Restrictive Covenant covering the said real Property, specifying that this Covenant shall constitute a covenant running with the land, and that this Covenant shall be binding upon the said Owner and upon all persons deriving title by, through or under the said Owner, and their assigns and successors-in-title. This Covenant shall be for the benefit of and limitation upon all present and future owners of the real Property described herein, and shall be for the benefit of the City of Oldsmar, Florida, a municipal corporation. This Restrictive Covenant is executed in conjunction with and in furtherance of amending the Future Land Use Element of the Comprehensive Plan to change the Land Use Designation on the Property from Residential/Office General to Commercial General and to rezone the Property from Office General District (OF) to Commercial General District (C-2). As part of the agreement of the City to amend the Future Land Use Element and rezone the Property, the Owner has agreed to the Covenant contained herein. Absent this Covenant and the Owner's adherence thereto, the City would not have amended the land use or rezoned the Property.

CERTIFICATION
I DO HEREBY CERTIFY THAT THIS A TRUE AND CORRECT COPY OF
THE CITY OF OLDSMAR PUBLIC RECORDS.
CITY CLERK

Return To:
City Clerk's Office
CITY OF OLDSMAR
100 STATE STREET W.
OLDSMAR, FL 34677-3655

CERTIFICATION
I DO HEREBY CERTIFY THAT THIS A TRUE AND CORRECT
COPY OF Restrictive Covenant
THE CITY OF OLDSMAR PUBLIC RECORDS.
CITY CLERK

PINELLAS COUNTY FLA.
OFF.REC.BK 10465 PG 2517

This Covenant placed on the said land, and constituting a covenant running with the land, is as follows:

1. That the only permitted uses allowed on the Property are:

   a. All uses permitted and conditionally permitted, in the C-1 district as of the date of the execution of this Restrictive Covenant.

   b. Retail sales establishment selling directly to consumers, except building materials.

   c. Restaurants, excluding take-out and drive-through.

   d. Financial institutions and banks, including drive-through.

   e. Professional services, including medical, dental and eye clinics, real estate, travel agencies, brokerage houses, office reproduction and supplies for retail sales.

   f. Dry cleaning establishment using only solvents which are not flammable.

   g. Funeral homes.

2. That the only conditional uses allowed on the Property are:

   a. Navigation safety devices and structures.

   b. Places of worship

   c. Public or private utility, electrical, gas, telephone, water or sewage and railroad right-of-way.

   d. Public or private utilities substations, provided there be no storage of trucks or materials on the site.

   e. Self-service storage facilities, as per the requirements set forth in Article XIV of the Code of Ordinances of the City of Oldsmar as of the execution of this Restrictive Covenant.

PINELLAS COUNTY FLA.
OFF.REC.BK 10465 PG 2518

f. Assembly and research and development of electronic components, precision instruments, office and professional supplies, lighting and processing equipment, toys, cosmetics, musical instruments, and additional uses of similar character and no greater impact. Said uses shall perform as follows:

1. All assembly and research and development operations shall be fully enclosed.

2. Open storage shall be prohibited.

3. Maximum gross floor area shall be limited to 4,000 square feet, on any one floor of a structure.

4. Noise-generating mechanical equipment shall be soundproofed so as to not exceed the noise regulations of the City of Oldsmar and Pinellas County.

3. That prohibited uses of the Property are:

a. Marinas, which provide boat launching, docking, wet or dry storage of boats, sale of gasoline and oil, repair and service of boats and motors, incidental to the operation of a marina.

b. Shopping centers.

c. Motels and hotels.

d. Convenience stores.

e. Take-out or drive-through restaurants.

f. Veterinary hospitals or kennels.

g. Automobile detailing

h. Sales of automobiles, boats and mobile homes.

I. Commercial recreation uses.

J. Truck rental or repair.

PINELLAS COUNTY FLA.
OFF.REC.BK 10465 PG 2519

K. Sale of household appliances.

4. The Covenant contained herein shall continue in full force and effect on said property regardless of whether or not portions of the Property are sold to third parties, and all successors-in-title shall be bound by the provisions hereof.

5. The City of Oldsmar is deemed to have a beneficial interest in these Covenants, and no modifications or amendments of this Covenant may be effective without the joinder and consent of the City of Oldsmar, which joinder and consent shall be solely within the discretion of the City of Oldsmar. The City shall be fully entitled to enforce this Covenant.

6. Invalidation of any portion of this Restrictive Covenant by a judgment of a court of competent jurisdiction shall in no way affect any of the other provisions, which shall remain in full force and effect.

7. The Covenant contained herein shall be a covenant running with the land regardless of whether or not it is specifically mentioned in any deeds of conveyance subsequently executed.

8. This Covenant shall be binding on all owners and all parties claiming under them for a period of seventy-five (75) years from the date this Restrictive Covenant is recorded or such a time that the zoning of the classification of the subject property has been amended by ordinance.

9. If any person, firm or corporation, or their heirs, successors, personal representatives, or assigns shall violate or attempt to violate any of the Restrictive

PINELLAS COUNTY FLA.
OFF.REC.BK 10465 PG 2520

Covenant contained herein before their expiration, it shall be lawful for any other person or persons owning any part or parcel of any of the said Property and the City of Oldsmar to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate said Covenant, either to prevent them from so doing or to recover damages or for the purpose of seeking an injunction against further or contemplated violation of this Covenant.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 16 day of March, 1999.

ATTEST:
EDWARD SALEM
Ed Salem.

Secretary

HAKIM TWO FAMILY LIMITED PARTNERSHIP

By: Jean F. Hakim
Its General Partner

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared Jean F Hakim, as General Partner of Hakim Two Family Limited Partnership, who ☑ is personally known to me or who produced ☐ Florida Driver's License or ☐ _____ as identification, and who did not take an oath, this 16 day of March, 1999.

C A Sharpe
NOTARY PUBLIC, STATE OF FLORIDA

CELESTE A SHARPE
My Commission CC565818
Expires Jun. 23, 2000

5

PINELLAS COUNTY FLA.
OFF.REC.BK 10465 PG 2521

EXHIBIT A

Lot 4, CURLEW CENTRE, according to Plat thereof recorded In Plat Book 107, Pages 32, 33 and 34, of the public records of Pinellas County, Florida.

LESS AND EXCEPT that part conveyed to the State of Florida Department of Transportation by Warranty Deed recorded in Official Records Book 8921, page 885, of the public records of Pinellas County, Florida.

all being more particularly described as follows:

Commence at the Southeast corner of Lot 4, CURLEW CENTRE, according to the plat thereof recorded in Plat Book 107, Pages 32, 33- and 34, of the Public Records of Pinellas County, Florida, for a Point of Beginning; thence South 89°45'06" West, along the North boundary of Harbor Palms Unit 11-B as recorded in Plat Book 77, Page 78, of the Public Records of Pinellas County, Florida, 500.00 feet, to the Northwest corner of Lot 473, Harbor Palms Unit 11 as recorded in Plat Book 71 Page 57 of the Public Records of Pinellas County, Florida; thence North 00°14'54" West, 351.68 feet; thence North 44°46'00" West, 33.85 feet; thence North 43°47'03" East, 18.39 feet; thence South 46°12'57"East, 93.36 feet; thence along a curve concave to the Northeast, having a radius of 125.75 feet, an arc length of 96.64 feet, a chord length of 94.28 feet, and a chord bearing of South 68°13'56" East, thence North 89°45'06" East, 270.51 feet; thence North 21°02'08" East, 40.86 feet, to the Southerly right-of-way line of Tampa Rood (S.R. 584), as established by the State of Florida Department Transportation Warranty Deed dated the 26th day of October, 1994, thence along said right-of-way line, South 68°57'52" East, 13.66 feet; thence South 69°37'34" East, 62.36 feet to the East boundary of Lot 4 of the aforementioned CURLEW CENTRE; thence along said East boundary South 00°14'54" East, 299.95 feet to the Point of Beginning.

LESS AND EXCEPT that portion of the property which is located within unincorporated Pinellas-County, Florida.

CITY OF OLDSMAR
100 State Street West
Oldsmar, Florida 34677-3655
(813) 749-1100
Email: Planredev@myoldsmar.com
Website: www.myoldsmar.com

Date Received
Application No.
Fee Received By
Receipt No.

APPLICATION FOR ZONING & LAND USE CHANGES

NOTICE TO APPLICANT

1. Processing will not be started, and the application will not be officially accepted until all the following items have been completed.
   The applicant or his/her authorized representative must be present at any requested meeting and any requested public hearing considering the application and it is the duty of the applicant or his/her authorized representative to obtain the time, date, and place of all public hearings and/or meetings at the Office of the City Clerk. Failure to appear shall be sufficient cause to deny the request due to lack of evidence.
2. Electronic Plan Submittal: Please submit an electronic disc (CD) in PDF format containing the application, attachments and all plans. In addition, submit four (4) paper copies of the same. (Additional copies may be requested.)

   A. APPLICATION: The application must be complete and accompanied by the filing fee which is non-refundable, engineering fees if applicable, must also be paid at the time of submittal.
   FEE: Zoning only - $500. Advertising fee $350. Zoning and Land Use - $1,500. Advertising fee $350.

   B. SITE PLAN: Folded, signed and sealed.

   C. CONTIGUOUS LAND STATEMENT: State as to whether or not the owner applicant has a proprietary interest, or in any way has other contractual interest in any land which is contiguous to the land which is the subject of this request. If so, also attach a legal description of the property and identify as "Additional Land Holdings in the Area". State the interest in such land.

   D. CERTIFICATE OF OWNERSHIP: Submit a certificate from a duly licensed title or abstract company or a licensed attorney-at-law showing that the owner is the present titleholder of record. (WARRANTY DEEDS, TITLE INSURANCE DOCUMENTS, TAX RECEIPTS, ETC., ARE NOT ACCEPTABLE AS PROOF OF OWNERSHIP)

   E. CERTIFICATE FROM OWNER OF RECORD: Certificate from the owner of record that the applicant has the authority to submit this application if the applicant is not the property owner.

   F. LIST OF SURROUNDING PROPERTY OWNERS WITHIN 200' ON LABELS: This may be obtained from the Pinellas County Property Appraisers Office.

   G. LEGAL DESCRIPTION OF THE PROPERTY: Please include this with the application.

   H. CERTIFIED BOUNDARY SURVEY OF THE PROPERTY: Survey must be current, within the last 12 months, and sealed.

   I. CORPORATIONS: If the applicant is a corporation, please give the names and addresses of the corporate officers, resident agent and any majority shareholders.

   J. PARTNERSHIPS: If the applicant is a general partnership provide the names and addresses of the general partners.

Applicant's Name	Housh Ghovaee, CEO Northside	Telephone No.	727-443-2869
Mailing Address	300 S Belcher Rd Clearwater, FL 33765	FAX No.	
		E-mail	housh@northsideengineering.net

Owners Name	Complex Delta USA LLC	Telephone No.	603-803-0976
Mailing Address	15815 MUIRFIELD DR ODESSA, FL 33556-2856	FAX No.	
		E-mail	complexdeltausa@gmail.com

PROPERTY INFORMATION

Present Zoning	C-2	Present Land Use	CG
Proposed Zoning	C-2	Proposed Land Use	CG
Present Use	Vacant Land		
Property Size in Square Feet and Acres	151,607 sf- 3.48 Acres	Subject Property Street Address and Parcel ID #	Stephanie Street, Oldsmar, FL 34677 15-28-16-20100-000-0040

This Zoning/Land Use change request also includes: (Check one or both as it applies).

- [x] Amendment to **City** Comprehensive Land Use Plan
- [ ] Amendment to **County** Comprehensive Land Use Plan

Statement of Proposed Use	Intent is to amend the permitted uses within the Restrictive Covenant recorded for this site under C-2, Commercial General District with Restrictions to increase the number of uses.
Statement of items to justify the request	Site will be utilized for Retail/ Restaurant and Offices. Land Area consists of 3.48 acres with FAR allowed 0.45 will allow 68,223 S.F. of BLDG. Multiple uses will be needed to fill any size BLDG greater than 5,000 S.F.. Therefore, we believe it is justified to request to increase the number of uses.

CERTIFICATION

I HEREBY CERTIFY that I have read and understand the contents of this application, and that this application together with all supplemental data and information is a true representation of the facts concerning this request; that this application is made with my approval, as owner and applicant, as evidenced by my signature below. It is hereby acknowledged that the filing of this application does not constitute automatic approval of the request; and further that if the request is approved, I will obtain all necessary permits and comply with all applicable orders, codes, conditions, rules and regulations pertaining to the use of the subject property.

Date 04/10/2026

Signature of owner or owner's authorized representative

Print Form

Reset Form

Contiguous Land Statement

Check statement that applies:

☐ The owner has a proprietary or contractual interest in any land which is contiguous to the land subject to this request. If so, also attach a legal description of the property and identify as "Additional land Holding in the Area". State the interest in said land

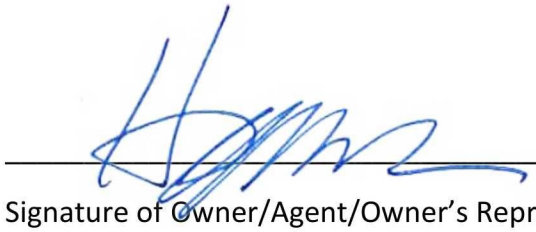
or

☑ The owner does not have propriety or contractual interest in any land which is subject to this request.

Owner Name COMPLEX DELTA USA LLC

Subject Property Street Address TAMPA DR, OLDSMAR, FL 34677

Property Parcel ID # 15-28-16-20100-000-0040



Signature of Owner/Agent/Owner's Representative

MFM
EST.1884
Macfarlane, Ferguson & McMullen

One Tampa City Center, Suite 2000
201 N. Franklin Street
P.O. Box 1531 (33601)
Tampa, FL 33602
813.273.4200

WWW.MFMLEGAL.COM
EMAIL: INFO@MFMLEGAL.COM

625 Court Street, Suite 200
P.O. Box 1669 (33757)
Clearwater, FL 33756
727.441.8966

April 6, 2026

TITLE CERTIFICATION LETTER

RE: PROPOSED AMENDMENT TO THE PERMITTED USES WITHIN THE RESTRICTIVE COVENANT RECORDED FOR PARCEL IDENTIFICATION NUMBER 15-28-16-20100-000-0040 LOCATED IN OLDSMAR, FLORIDA 34677

This is to certify that I, CLAY A. GILMAN, Esq., have examined the Public Records of Pinellas County, State of Florida, in regards to the following described property:

Lot 4, CURLEW CENTRE, according to Plat thereof recorded in Plat Book 107, Pages 32, 33 and 34, of the public records of Pinellas County, Florida.

LESS AND EXCEPT that part conveyed to the State of Florida Department of Transportation by Warranty Deed recorded in Official Records Book 8921, page 885, of the public records of Pinellas County, Florida, all being more particularly described as follows:

Commence at the Southeast corner of Lot 4, CURLEW CENTRE, according to the plat thereof recorded in Plat Book 107, pages 32, 33 and 34, of the public records of Pinellas County, Florida, for a Point of Beginning; thence South 89°45'06" West, along the North boundary of Harbor Palms Unit 11-B as recorded in Plat Book 77, page 78, of the public records of Pinellas County, Florida, 500.00 feet, to the Northwest corner of Lot 473, Harbor Palms Unit 11 as recorded in Plat Book 71, page 57 of the public records of Pinellas County, Florida; thence North 00°14'54" West, 351.68 feet; thence North 44°46'00" West, 33.85 feet; thence North 43°47'03" East, 18.39 feet; thence South 46°12'57" East, 93.36 feet; thence along a curve, concave to the Northeast, having a radius of 125.75 feet, an arc length of 96.64 feet, a chord length of 94.28 feet, and a chord bearing of South 68°13'56" East, thence North 89°45'06" East, 270.51 feet; thence North 21°02'08" East, 40.86 feet, to the Southerly right-of-way line of Tampa Road (S.R. 584), as established by the State of Florida Department of Transportation Warranty Deed dated the 26th day of October, 1994, thence along said right-of-way line, South 68°57'52" East, 13.66 feet; thence South 69°37'34" East, 62.36 feet to the East boundary of Lot 4 of the aforementioned CURLEW CENTRE; thence along said East boundary South 00°14'54" East, 299.95 feet to the Point of Beginning.

I find the recorded titleholder to the above vested in COMPLEX DELTA USA LLC, a Florida limited liability company ("*Titleholder*"), which is the same company that appears on the survey of the property.

Clay A. Gilman, Esq.

LETTER OF AUTHORIZATION

This letter will serve as authorization for **Housh Ghovaee** and **Northside Engineering, Inc.** to act as an agent for: **United Building – Complex Delta USA, LLC** and to execute any and all documents related to securing permits and approvals for the construction on the property generally located:
0 Tampa Drive (Trampa Road/Stephanie Drive) (City of Oldsmar) lying within PINELLAS County, State of FLORIDA.

[signature]	TURCU FLORIN-ADRIAN. COMPLEX DELTA USA. LLC
Signature of Property Owner	Print Name of Property Owner
15815 MUIRFIELD DR.	MANAGER.
Address of Property Owner	Title
ODESSA/FL/33556	6038030876
City/State/Zip Code	Telephone Number

State of Florida
County of ~~Pinellas~~ Hillsborough

The foregoing instrument was acknowledged before me this 25th day of February, 2026, by Turcu, Florin Adrian, as property owner who is personally known to me or who has produced FL Driver's License as identification and (who did) (did not) take an oath.

NOTARY PUBLIC
ALLENE LEA LOWE
Notary Public, State of Florida
Commission# HH 418443
My comm. expires July 6, 2027

[signature] Notary Public
(Signature)

Commission # HH 418443 Expires: July 6, 2027

(SEAL ABOVE) Allene Lea Lowe (Name of Notary Typed, Printed or Stamped)

Permitted Uses:

1. All uses permitted, and conditionally permitted, in the C-1 district.(See attached)
2. Retail sales establishments selling directly to consumers, except building materials.
3. Restaurants, excluding ~~takeout and~~ drive-through.
4. Financial institutions and banks, including drive-through.
5. Professional services, including medical, dental and eye clinics, real estate, travel agencies, brokerage houses, office reproduction, and supplies for retail sales.
6. Dry cleaning establishments using only solvents which are not flammable.
7. Funeral Homes
8. Shopping Centers

Conditional Uses:
1. Navigation safety devices and structures.
2. Places of worship.
3. Public or private utility, electrical, gas, telephone, water, or sewage and railroad right-of-way.
4. Public or private substations provided there be no storage of trucks or materials on the site.
5. Self-service storage facilities, as per the requirements set forth in article XIV of this Code.
6. Assembly and research and development of electronic components, precision instruments, office and professional supplies, lighting and processing equipment, toys, cosmetics, musical instruments, and additional uses of similar character and no greater impact. Said uses shall perform as follows:
a. All assembly and research and development operations shall be fully enclosed.
b. Open storage shall be prohibited
c. Maximum gross floor area shall be limited to 4,000 square feet on any one floor of a structure
d. Noise-generating mechanical equipment shall be soundproofed so as not to exceed the noise regulations of the City of Oldsmar and Pinellas County.

Prohibited Uses:

1. Marinas, which provide boat launching, docking, wet or dry storage of boats, sale of gasoline and oil repair and service of boats and motors, incidental to the operation of a marina.
~~2. Shopping Centers~~
3. Motels and Hotels.
4. Convenience stores
5. Take-out or drive-thru restaurants
6. Veterinary hospitals or kennels
7. Automobile detailing
8. Sales of automobiles, boats and mobile homes
9. Commercial recreation uses
10. Truck rental or repair
11. Sales of household appliances.

CITY OF OLDSMAR
CITY COUNCIL
AGENDA ITEM
COVER MEMO

TO: City Council

FROM: Kristin Garcia, City Clerk

DATE: June 16, 2026

AIR #: AIR-3931

SUBJECT: Review Council Rules of Procedures

BACKGROUND
Item 17 of the Council Rules of Procedure provides for the annual review of the Rules of Procedure by the City Council and City Attorney during a Regular Meeting or Work Session held prior to July 1 of each year.

The City Council last amended the Rules of Procedure in June 2024 through Resolution No. 2024-28. The current Rules of Procedure are attached for the Council's review.

STRATEGIC GOAL
Efficient Governmental Operations

COMMUNITY ENGAGEMENT
Consult

ATTACHMENTS
Rules of Procedure - 2024 - CLEAN FINAL (PDF)

CITY OF OLDSMAR

COUNCIL RULES OF PROCEDURE

1. AGENDAS. The City Manager/City Clerk shall prepare the tentative agenda for regular Council meetings. The tentative agenda shall be subject to the approval of Council at the preceding regular meeting. The City Manager shall finalize the approved tentative agenda no later than 4:00 p.m. on the Thursday preceding the regular meeting. Any additions to the approved tentative agenda should be made prior to that time. The City Clerk shall prepare and deliver the packet(s) on the Friday preceding the regular meeting.

2. REGULAR MEETINGS. The Council shall hold a Regular Meeting on the first and third Tuesday of each month. Meetings may be canceled due to an emergency, at the direction of the Mayor or City Manager. Meetings may also be canceled by the Council after being voted upon at a regular Council meeting. The meeting(s) shall be held at the Council Chambers, 101 State Street West, Oldsmar, Florida, and shall begin at 7:00 p.m.

3. WORK SESSIONS. Work Sessions may be called by the Council by majority vote of the Council in open session during a duly called meeting, or by any two members of the Council by signing a written notice to be filed with the City Manager's office stating the subjects to be discussed. Written notice of a Council Work Session and agenda shall be posted at City Hall and the Council Chambers. Work Session(s) shall be held at the Council Chambers, 101 State Street West, Oldsmar, Florida, or location designated by Council vote. Members of the public may speak during open forum. Work Sessions are primarily designed for information gathering and guidance, and no formal Council decision approving or disapproving an agenda item may be made.

4. SPECIAL, EMERGENCY AND ADJOURNED (OR RECESSED) MEETINGS.

   (a) Special Meetings. Any two members of Council may at any time call a Special Council Meeting by signing a written notice to be filed with the City Manager's office stating the time and place of the Meeting and the subjects to be considered. At least 48 hours before a special meeting called in this manner, written notice of the Meeting, stating its time and place and the subjects to be considered, shall be (a) delivered to the Mayor and each Council Member or left at his or her usual dwelling place; and (b) posted on the bulletin board at City Hall and Council Chambers. Only those items of business specified in the notice may be transacted at a special meeting called in this manner. A special meeting may also be called or scheduled by vote of the Council in open session during another duly called meeting. The motion calling or scheduling the special meeting shall specify its time, place and purpose. At least 48 hours before a special meeting called in this manner, notice of the time, place and purpose of the meeting shall be posted on

the City's agenda portal, ICompass (myoldsmar.civicweb.net/Portal/), which is linked to the City's website. (Such notice shall also be mailed or delivered at least 48 hours before the meeting to each Council Member not present at the meeting at which the special meeting was called or scheduled, and to the Mayor if he or she was not present at the Meeting).

(b) Emergency Meetings. The City Manager or any two members of the Council may at any time call an emergency council meeting by signing a written notice stating the time and place of the Meeting and the subjects to be considered. The notice shall be e-mailed or delivered to the Mayor and each Council Member at least 6 hours before the meeting. Notice of the meeting shall be given by e-mail to each local newspaper that has filed a written emergency meeting notice request with the City Clerk. Emergency meetings shall only be called because of generally unexpected circumstances that require immediate consideration at an emergency meeting. Section 7.04 of the City Charter addresses the procedures for adopting an ordinance on an emergency basis.

(c) Adjourned (or recessed) Meetings. A properly called regular, special or emergency meeting may be adjourned or recessed by motion made and adopted in open session during a regular, special or emergency meeting. The Motion shall state the time and place when the Meeting will reconvene. No further notice need be given of an adjourned or recessed session of a properly called regular, special or emergency meeting.

5. RULES FOR ALL REGULAR, SPECIAL, AND EMERGENCY MEETINGS AND WORK SESSIONS. The following Rules for all Regular, Special and Emergency Meetings and Work Sessions are hereby established:

(a) All public meetings shall be simultaneously broadcast or rebroadcast when possible through the use of video technology to provide public access.

(b) All meetings shall be conducted according to Robert's Rules of Order.

(c) Meetings shall end no later than 11:00 p.m. unless extended by majority vote of the Council.

(d) City Council members will refrain from the use of personal electronic devices on the dais. The use of City-provided electronic devices for the purposes of reviewing agenda materials is permitted.

(e) Orderly Meetings.

(1) The Mayor, or in his/her absence the Vice-Mayor, shall be the presiding officer at meetings and shall initially decide all procedural or

parliamentary questions. The ruling of the presiding officer on a procedural issue can only be overturned by a majority vote of the Council Members present.

(2) All persons in attendance at a Council meeting shall conduct themselves in a civil manner and refrain from action that disrupts the meeting or hinders the Council in performing its duties. To these ends, such persons are prohibited from:

(a) committing acts of violence toward any person;

(b) making threats of violence or speaking "fighting words" that are likely to provoke violence;

(c) disrupting the proceedings with excessive commotion or excessively loud shouting or other noise or use of obscene or crude language;

(d) interfering with the rights of others to speak, hear, see, or attend the proceedings;

(e) being unduly repetitious or presenting matters not relevant to the agenda item under consideration;

(f) continuing to speak after the allotted time has expired or after having been ruled out of order;

(g) using obscene or profane language; or

(h) donating their allotted time to another speaker.

(3) The presiding officer shall rule out of order any person(s) violating these provisions for orderly meetings. In appropriate situations, e.g., if such person(s) refuse to cease such violations, the presiding officer may have such person(s) removed from the meeting, hearing, or Work Session by law enforcement personnel or take such other actions as may be reasonably necessary to enforce these requirements. A temporary recess may be called while such efforts are occurring.

(f) Rules of Debate.

(1) Questions Under Consideration. When a motion is presented and seconded, it is under consideration and no other motion shall be received thereafter, except to amend, to adjourn, to lay on the table (i.e., to postpone indefinitely), to continue or defer to a date uncertain (i.e., to postpone until the occurrence of an independent event which will definitely occur at an unknown time), or to continue or defer to a date certain until the question is decided. These types of motions shall have preference in the order in which

they are mentioned and motions to adjourn or to lay on the table shall be decided without debate. Upon the request of the City Manager or City Attorney, made prior to final action on any matter, that the matter be deferred or continued to a future Council agenda, the Council shall vote on whether to defer or continue the matter as requested.

(2) Motions by the Mayor. The Mayor may, after relinquishing the gavel, make any motion. The Mayor shall not retake possession of the gavel until the Council has acted upon his or her motion.

(3) Discussion. Every Council Member desiring to speak for a purpose shall notify the presiding officer and, upon recognition, shall confine himself or herself to the question under debate. Provided, however, the presiding officer may allow Council Members to dialogue with each other to obtain information or clarification on an issue under discussion.

(4) Interruption. A Council Member, once recognized, shall not be interrupted when speaking, unless it is to call that Council Member to order or as herein otherwise provided. If a Council Member, while speaking, is called to order, or if a question of personal privilege is raised, the Council Member who had the floor shall cease speaking until the question of order or privilege is determined by the presiding officer and, if in order, that Council Member shall thereafter be permitted to proceed. A ruling of the presiding officer on a point of parliamentary order can be overturned by a majority vote of the Council Members present. A question of privilege is defined as a pressing situation affecting a right or privilege of the Council or an individual Council Member that warrants interruption of pending business. Examples are the need to deal with disruptive noise, inadequate ventilation, or introduction of a legally confidential subject in the presence of those not entitled to knowledge thereof.

6. PUBLIC HEARINGS (OTHER THAN QUASI-JUDICIAL PROCEEDINGS). The Council shall follow the following when conducting public hearings:

Public Hearings are a time when City Council hears from the public, receiving comments from proponents and opponents in order to form Council's opinion and final decision. Members of the public may address the Council for a total of five (5) minutes each. To preserve the integrity of public hearings, Council Members are prohibited from presenting, testifying and opining during the public hearing. This shall not apply to matters where a Council Member receives notice from the City and where it affects his/her property.

(a) City Attorney reads ordinance
(b) City Manager's remarks
(c) Staff Presentation (optional)
(d) Applicant's Presentation

(e) Mayor opens Public Hearing
(f) Public Hearing (Proponents, Opponents)
(g) Mayor closes Public Hearing
(h) Applicant's Closing Statement (if desired)
(i) Motion is made
(j) Second is made
(k) Council discussion
(l) Council vote
(m) City Clerk records and announces the results

7. ADDITION TO AGENDAS. If an agenda item requires City Council action, public notice must be provided.

8. MOTIONS TO RECONSIDER. A Motion to Reconsider is in order at either the Meeting at which said motion was made or after public notice has been given:

   (a) If the Motion to reconsider is made at the Council meeting at which said motion was made, the Council will follow Roberts Rules of Order.

   (b) If the Motion to Reconsider is made at the next meeting of Council, rather than the meeting at which said motion was made, the Council will follow the procedure listed below:

   The Motion to Reconsider may only be made by a Council member who was on the prevailing side of the original Motion. The Motion to Reconsider requires a second for consideration. A majority vote on the Motion to Reconsider will allow the Council to reconsider the original motion at their next Council meeting, to ensure proper notice has been made.

9. COUNCIL COMMENTS. No motions may be made or voted upon under the Council Comments section of an agenda. Comments only will be heard during this section of the Council's Agenda.

10. CONSENT DOCKET. The Consent Docket is limited to the following categories:

   (a) Approval of Minutes

   (b) Items dealing with the appointment and resignation to boards and committees

   (c) Items relating to the acquisition of goods and services which have already been included in the adopted budget

   Any item placed on the Consent Docket may be removed or pulled for discussion at the request of any Council Member.

11. IN PERSON ATTENDANCE. Council members shall be physically present at Regular meetings and Work Sessions unless attendance by communications

technology is approved by a majority vote of the Council or by Executive Order of the Mayor during a local state of emergency.

12. QUASI-JUDICIAL PROCEEDINGS BEFORE THE CITY COUNCIL.

(a) Purpose and Intent. The City Council of the City of Oldsmar ("the Council") has prepared these rules in an attempt to encourage public participation during quasi-judicial hearings in a manner consistent with the requirements of law. As part of that effort and within the confines of the law, the Council intends its hearings to be informal and not intimidating for the public, while recognizing the need for certain structure to maintain orderly hearings. Notwithstanding these procedures, the Council, by majority vote, may modify these procedures to effectuate the effective presentation of evidence.

(b) Applicability of these Procedures.

(1) Quasi-Judicial Proceedings. These procedures apply to all quasi-judicial proceedings heard by the Council regardless of the capacity in which the Council is sitting. Examples of quasi-judicial proceedings include, but are not limited to, site specific land use decisions and site specific rezonings (provided they involve policy implementation), conditional use permits and administrative appeals.

(2) Legislative Proceedings. Utilization of these procedures by the Council when sitting in its legislative capacity does not change the character of the legislative proceeding, nor does it confer any additional rights or remedies upon any person or party.

(c) Prehearing Submittals.

(1) Continuing Record of Qualifications. The City Clerk shall maintain a file with the most recent copies of resumes filed with the Clerk by City staff and by agents speaking on behalf of proponents and opponents.

(2) Application. The applicant shall make application as provided in the procedures established for the individual decision being requested.

(3) Staff/Agency Recommendations. To the extent that the applicable procedure requires a staff review and written recommendation to be presented to the Council, that written recommendation shall be completed and available for public inspection no later than three (3) days prior to the hearing before the Council.

(4) Written Presentation. No later than one (1) week prior to the scheduled public hearing before the Council, any applicant, proponent or opponent may submit any written arguments, evidence, explanations, studies, reports, petitions

or other documentation for consideration by the Council in support of or in opposition to any application. All written submissions must be on 8 1/2" x 11" paper. No written materials will be accepted by the Council at its hearing unless, in the Council's discretion, acceptance is necessary to decide the issue. Written comments submitted shall be considered and entered into the record of the meeting.

(d) Public Hearings Before the Council.

(1) Generally. It is the expectation that the hearings will be as informal and nonintimidating as possible. All persons who address the Council shall first be identified for the record and shall utilize the speaker's lectern to allow his or her comments to be recorded. Each person who addresses the Council shall speak from the speaker's lectern and shall provide the speaker's name, address and whether the speaker speaks on behalf of others.

(a) Presentation Suggestions. It is expected that presentations to the Council will be organized and efficiently presented. While no applicant or party opponent shall be time limited in its presentation to the Council, speakers should not be unduly repetitive of any written materials presented to the Council. The Council may limit a presentation if no new material is being presented.

(b) Party-Defined. The word party includes the applicant and all persons required to receive personal notice of the application before the Council. In addition, the word party may include, at the Council's discretion, those persons affected to a greater degree and different in kind than the general public.

(c) Members of the Public. All nonparty members of the public may address the Council for a total of three (3) minutes each.

(2) Disclosure by Council members of any ex-parte communications or conflicts of interest. This Rule provides a procedure for communications with local public officials regarding quasi-judicial matters.

Any person not otherwise prohibited by statute, charter, provision or ordinance may discuss with any local public official representing the City, the merits of any matter on which action may be taken by any board or City Council on which the local public official is a member. Such communication shall not raise any presumption or prejudice provided that the following process of disclosure occurs:

(a) The subject and substance of any ex-parte communication with a member of the City Council representing the City which relates to quasi-

judicial action pending before the official, as well as the identity of the person, group or entity with whom the communication took place, is disclosed and made a part of the record before final action is taken on the matter.

(b) A member of the City Council representing the City may read a written communication from a person; however, a written communication that relates to quasi-judicial action pending before such official shall be made a part of the record before final action is taken on the matter.

(c) A member of the City Council representing the City may conduct investigations, make site visits and receive expert opinions regarding quasi-judicial action pending before them, provided that such activities and the existence of such investigations, site visits or expert opinions are made a part of the record before final action is taken on the matter.

(3) Order and Subject of Appearance.

(a) Initial Presentation by Staff. City staff shall make the initial presentation to the Council regarding any items under consideration. After completion of the staff presentation, the Council may make inquiries of staff. Affected parties may ask questions of, or seek clarification from, staff by request through the Chair at the time that party makes its initial presentation to the Council.

(b) Applicant and Proponents Presentation. After staff presentation, the applicant or applicants shall be allowed to make a presentation to the Council. After presentation by the applicant, proponents of the item or request shall also be allowed to speak.

(c) Inquiry of Proponents. During and after the proponent's presentation, which term shall include the applicant, the Council shall have the opportunity to comment or ask questions or seek clarification from the proponents. The Council may allow staff to comment, ask questions of, or seek clarification from the proponents at this time. After completion of the proponents' presentation, affected parties may ask questions of or seek clarification from the proponents by request through the Chair.

(d) Opponents Presentation. After Council and staff inquiry of proponents, opponents of an item or request shall be allowed to address the Council.

(e) Inquiry of Opponents. During and after the opponent's presentation, the Council shall have the opportunity to comment or ask questions of or seek clarification from the opponents. The Council may allow staff to comment, ask questions of, or seek clarification from the opponents at this time. After completion of the opponent's presentation, affected parties may ask

questions of or seek clarification from the opponents by request through the Chair.

(f) Staff Response and Summary. After inquiry of the opponents, the staff shall be allowed opportunity for response to the presentations by the applicant, proponents, and opponents and a summary of any changes in position after consideration of relevant public comment. Proponents and opponents who believe that the staff response includes errors of fact or law may ask for and may be allowed an opportunity to point out such errors of fact or law at the discretion of the Council.

(g) Applicant's Rebuttal Presentation.

(1) After staff response, the applicant shall be allowed an opportunity for rebuttal and shall be limited to five (5) minutes unless otherwise set by the Council. Rebuttal shall only address previous comments.

(2) Proponents, opponents and staff who believe the rebuttal presentation includes an error of fact or law may ask for and may be allowed an opportunity to point out such error of fact or law.

(h) Board and Staff Inquiry. After staff, proponents and opponents have made presentations as outlined above, the Council shall have the final opportunity to comment or ask questions of any proponent, opponent or staff member. The Council may allow staff to respond to comments of a proponent or opponent at this time.

(i) Limit on Presentations. No person who has made a presentation for or against an item at a given meeting shall be allowed to make additional comment as of right. In the event that such additional comments are allowed, in the Chair's discretion, such additional comments shall not be allowed until after all other persons on the same side of the issue have had an opportunity initially to comment or make presentations.

(j) Closing of Public Comments. For those matters in which public comment is heard by the Council, the Chair shall close the public comment portion of the meeting on that item upon the conclusion of the last appropriate speaker's comment or, in the Council's discretion, if no new relevant information is being presented. No additional public comments may be allowed, except in specific response to questions by members of the Council.

(4) Miscellaneous.

(a) Organizational or Group Speakers. Prior to presenting his or her case, any person representing an organization or other person shall indicate who he or she represents and how he or she received authorization to speak on behalf of such organization or group of persons. The Council may make further inquiry of the representative authority or person if necessary.

(b) Restrictions on Testimony or Presentation of Evidence. Notwithstanding any provisions herein, any Council member may, by request through the Chair, interrupt and/or stop any presentation which discusses matters which need not be considered in deciding the matter then before the Council for consideration, subject to majority vote of the Council. At any Council proceeding, the Chair, unless overruled by a majority of the Council number present, may restrict or terminate presentations which in the Chairman's judgment are frivolous, unduly repetitive or out of order.

(c) Speakers Qualifications. If the resumes are not already on file with the City Clerk, persons addressing the Council on issues requiring educational, occupational and other experience should identify these qualifications. The Council may inquire as to such qualifications.

(d) Elected Officials other than Councilmembers. Notwithstanding other provisions hereof, the Council may allow any elected or appointed public official or representative thereof, to appear and make presentations at any time with regard to matters under consideration. Elected Officials, other than Councilmembers, desiring to make a presentation must do so after all other Parties have had the opportunity to speak.

(e) Continued Public Hearing. In any matter where it is known that a scheduled public hearing will be continued to a future date certain, the staff report may be abbreviated and public comment may be limited to those persons who state that they believe that they cannot be available to speak on the date to which the public hearing is being continued. Such persons may make their comments at the then current meeting; provided, however, that upon making their comments such persons shall waive the right to make substantially the same presentation at any subsequent meeting on the same subject. This waiver shall not preclude such persons from making different presentations based on new information or from offering making response to other persons presentation if otherwise allowable at any subsequent meeting.

(e) The Record.

(1) Automatically Included in the Record. The following documents shall automatically be included in the record of the hearing before the Council:

(a) The record from any Board making recommendations to the Council or any other preliminary hearing, the agenda packet, the staff report, and the transcript from the hearing before the Council.

(b) The most recent copies of resumes previously filed with the City Clerk or City staff, proponents, opponents, and their agents, speaking on a particular matter; and

(c) Written comments and documents previously entered into the record at a prior Council meeting on the particular matter.

(2) Items Which Shall be Placed in the Record. Any additional documents, exhibits, diagrams, petitions, letters or other materials submitted in support of or opposition to any item to be considered by the Council shall be entered into the record as long as it was received by the City Clerk or the applicable City department seven (7) days prior to the hearing or with the permission of the Council.

(3) Additional Evidence. Except as permitted by the Council, additional written or documentary evidence not filed within the time periods prescribed by these Procedures may not become part of the record.

(4) Custodian. The City Clerk shall be the official custodian of the record.

(5) Exhibits. Unless an oversized exhibit is absolutely essential, documentary paper or photographic exhibits shall not exceed 24" x 36" and, if mounted on a backboard, shall be removable therefrom. All documentary evidence shall be capable of being folded and filed.

13. CITY COUNCIL CONTACT WITH THE MEDIA. Council Members are frequently contacted by the media for background, quotes and interviews. The City Manager is also a frequent contact and shall manage the staff's contact and communications with the media. Following are the City Council's general policies for conduct with the media:

(a) Legal Issues. Media inquiries relating to any existing or potential liability or suit against the City shall immediately be referred to the City Attorney. In the absence of the City Attorney, the City Manager may respond or direct the media to special counsel contacts on legal issues. The City Attorney has sole discretion as to whether or not to comment, and the substance of any comments, on any legal issues or litigation in the press.

(b) Use a designated spokesperson for the City's official position on an issue. When the City's position on an issue is requested, it is essential that a central focal point for information be established. The City

Manager or his/her designee is designated for such contact. The City can best ensure a clear and consistent message by limiting involvement to a designated or limited number of contacts.

(c) In the absence of designation, City Council shall be clear for the record. If an individual Council Member is contacted by the media, they shall be clear about whether their comments represent the official City position or a personal viewpoint. Council Members are urged to avoid instigative or preemptive contact directly with the media through others for purposes espousing a position contrary to that of the majority of the City Council or in the absence of an official position by the City.

(d) Guidelines for Media Contacts.

What to Say:

Make sure the information released is factual, accurate, timely and consistent. Strive to provide full and honest disclosure and stay within legal limits by not making any slanderous or libelous statements. Choose words carefully and cautiously to avoid being taken out of context.

(e) Guidelines for Email, Texts, and Social Media. All email, text messages. and social media postings (for example: twitter, Facebook, snapchat, Instagram, etc.) regarding any issue that may come before City Council is official business and a public record, must be retained, shall not be deleted and should be forwarded to your official City email address for record retention and search purpose. Appointed and elected City officials shall not make anonymous postings on any electronic media with regard to any issue that may come before the City as official business.

14. COUNCIL CONTACT WITH BOARD MEMBERS AND COMMITTEE MEMBERS. The City has established various appointed Boards and Committees as a means of gathering recommendations after providing more public opportunities for more community input. Citizens who serve on Boards and Committees become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and shall be treated with appreciation and respect.

(a) If attending a Board or Committee meeting, be careful to avoid influencing the Board or Committee's consideration or prejudicing the City Council's eventual consideration.

(i) Council Members may attend any Board or Committee meeting, which are always open to any member of the public. However, they shall be

sensitive to the way in which their presence may be viewed as unfairly affecting the process, especially if Council Members attend as a formal liaison on behalf of City Council. Council Members shall remember that attendance at a quasi-judicial hearing before a Board may place him/her in a position to be asked to disclose their attendance and any written or oral ex-parte communications, or even recuse him/herself if there is evidence of prejudice or bias when the quasi-judicial matter is brought to the City Council.

(ii) Any public comments by a Council Member at an advisory Board or Committee meeting shall be clearly made as individual opinion and not a representation of the City Council. The City Council appoints Boards and Committees at large to provide independent recommendations to the City Council and/or the City Manager. Council Members should be careful when suggesting a course of action or recommendation to an advisory Board or Committee because this could interfere with the independent judgment of the advisory Board or Committee contrary lo the purpose and intent of the system.

(b) Limit contact with Board and Committee members to questions of clarification.

(i) Remember that the City Council appoints Boards and Committees to serve the community, not individual Council Members.

(ii) It is prohibited for a Council Member to contact a Board or Committee member to lobby on behalf of an individual. business, or developer or lo suggest or recommend an action be taken. Board and Committee members are appointed to take public comment and make independent recommendations to the City Council and/or the City Manager, not vice versa (i.e., not to follow recommendations that may be desired by an individual Council Member). It is prohibited for advisory Board members and/or Committee members to contact City Council Members to influence or to communicate a perspective counter to the official actions of the Board or Committee actions. All positions of an advisory Board or Committee shall be reduced to a written recommendation that is voted upon and, if desired, the written recommendation(s) may contain majority, minority or individual comments or concerns.

(iii) The City Council appoints individuals to serve on Boards and Committees, and it is the responsibility of Boards and Committees to follow policy established by City Council. Board and Committee members do not report to individual Council Members, nor shall Council Members feel they have the power or right to threaten Board and Committee members with removal if they disagree about an issue.

Appointment and re-appointment to a Board or Committee shall be based on such criteria as expertise, ability to work with staff and the public and commitment to fulfilling official duties. A Board or Committee appointment shall not be used as a political "reward" for assistance in any campaign activities.

(c) Be respectful of diverse opinions.

A primary role of Boards and Committees is to represent many points of view in the community and to provide the City Council with advice based on the full spectrum of concerns and perspectives. Council Members may have a closer working relationship with some individuals serving on Boards and Committees but shall be fair, balanced and respectful of all citizens serving on Boards and Committees.

(d) Keep political support away from public forums.

Board and Committee members may offer political support to a Council Member, but not in a public forum while conducting official duties. Conversely, City Council may support Board and Committee members who are running for office, but not in an official forum in their capacity as a Council Member.

15. COUNCIL APPOINTMENT OF ADVISORY COMMITTEE MEMBERS AND SIMILAR.

(a) When the Council is appointing members of advisory committees and the like, each Council Member shall have the same number of votes as there are positions to be filled, though each Council Member may only cast one vote per position.

(b) The vote will proceed on nominees in the order they are nominated.

(c) If fewer than all positions are elected after the first vote, or if there is a tie vote, there shall be a runoff between the persons tied for the highest number of votes. If one candidate has a plurality and others are tied with a lesser number of votes, there shall be runoff between the candidates who are tied to determine which of them shall be in a subsequent runoff with the plurality candidate.

(d) Multiple ballots may be taken if necessary to attempt to break a deadlock. If the Council is unable to break a deadlock, the advisory committee position will remain unfilled until such time as there is a vote by a full Council or the deadlock is otherwise broken.

16. COUNCIL APPOINTMENT OF AD HOC COMMITTEES. When the Council is appointing members of ad hoc committees each Council Member shall nominate a

candidate meeting all necessary qualifications for approval by the City Council. Council members should refrain from nominating family members of the first degree and are encouraged to nominate candidates who have not previously served on an ad hoc committee.

17. ANNUAL REVIEW. The Oldsmar City Council Rules of Procedure will be reviewed annually by the City Council and City Attorney during a Regular Meeting or Work Session held on or before July 1 of each year.

CITY OF OLDSMAR
CITY COUNCIL
AGENDA ITEM
COVER MEMO

TO: City Council

FROM: Kristin Garcia, City Clerk

DATE: June 16, 2026

AIR #: AIR-3689

SUBJECT: Council Comments

BACKGROUND
No packet material is provided for this item.

STRATEGIC GOAL
Efficient Governmental Operations

COMMUNITY ENGAGEMENT
Inform

CITY OF OLDSMAR
CITY COUNCIL
AGENDA ITEM
COVER MEMO

TO: City Council

FROM: Kristin Garcia, City Clerk

DATE: June 16, 2026

AIR #: AIR-3716

SUBJECT: Consider approval of tentative agenda for the July 7, 2026, Council Meeting

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BACKGROUND
The Tentative Agenda is a list of action items expected to be ready for Council's consideration. Items not ready in time for the meeting are postponed. Items ready for Council's consideration and not approved or added to the Tentative Agenda are considered New Agenda Items. The Addition of New Agenda Items is approved by Council at the same meeting in which they appear.

The final agenda is available online the Friday before the meeting at www.MyOldsmar.com. Go to Meeting Agendas and Minutes under Mayor & Council in the Government Section. You can also go to https://myoldsmar.civicweb.net/Portal/ and click on MEETINGS. To subscribe to agenda emails, go to https://myoldsmar.civicweb.net/Portal/, click on HOME, click on E-UPDATES, and follow the prompts. To receive hard copy agendas by mail: call (813) 749-1115, email kgarcia@myoldsmar.com, or mail a request to City Clerk, 100 State Street West, Oldsmar, FL 34677.

STRATEGIC GOAL
Efficient Governmental Operations

COMMUNITY ENGAGEMENT
Consult

RECOMMENDED MOTION

Approve tentative agenda for the July 7, 2026, Council Meeting.

ATTACHMENTS
Tentative Agenda - July 7, 2026 (PDF)

CITY COUNCIL
TENTATIVE AGENDA
Oldsmar Council Chamber
101 State Street West
Oldsmar, Florida

Date: **July 7, 2026** Time: **7:00 PM**

MEETING CALLED TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG

OPEN FORUM

COMMUNITY MINUTE: Announcements, Upcoming Events

AWARDS AND RECOGNITION: Award presentations honoring individuals/groups

APPROVAL OF ADDITION OF NEW AGENDA ITEMS

COMMUNITY REDEVELOPMENT AGENCY

CONSENT DOCKET: Minutes, Bid requirements, Purchasing actions

Consider approval of minutes of June 16, 2026, Council Meeting
AIR-3743

Approve and authorize execution of Work Order No.: General Engineering Consulting Services with Hazen Sawyer for Professional Services for the WRF Improvements
AIR-3815

Award batting cage construction
AIR-3896

Consider approval of the purchase of the MCCi software for permitting purposes for the City of Oldsmar, per the same pricing, terms, and conditions as the Region 14 ESC, OMNIA Contract #01-162 (CC26-034)
AIR-3937

Consider authorizing the City Manager to advertise Invitation to Bid 2026-010-ITB: Fire Rescue Marine Unit

AIR-3965

CITY OF OLDSMAR: Informational Presentations, Appointments, and General Council Business

CITY ATTORNEY: Ordinances, Resolutions, Updates, Negotiations, and Recommendations

Adopt Resolution 2026-XX revising the Public Record Policy
AIR-3949

PUBLIC HEARING and First Reading of Ordinance 2026-xx, amending the previously recorded Restrictive Covenant to allow shopping center uses for the property located on Stephanie Drive, parcel ID 15-28-16-20100-000-0040, zoned C-2, Commercial General
AIR-3966

CITY MANAGER: Approvals, Authorizations, Updates, Resolutions, Reviews

Consider approval and execution of participant agreement with Crowder Gulf Joint Venture Inc. for Disaster Debris Collection & Removal Services as Part of Pinellas County Emergency Contract XX-XXXXX
AIR-3570

Consider approval and execution of participant agreement with DRC Emergency Services LLC. for Disaster Debris Collection & Removal Services as Part of Pinellas County Emergency Contract XX-XXXXX
AIR-3571

Consider approval and execution of participant agreement with Ceres Environmental Services for Disaster Debris Collection & Removal Services as Part of Pinellas County Emergency Contract XX-XXXXX
AIR-3789

Consider approval and execution of participant agreement with AshBritt for Disaster Debris Collection & Removal Services as Part of Pinellas County Emergency Contract XX-XXXXX
AIR-3790

Presentation of Annual Financial Audit and Annual Comprehensive Financial Report for Fiscal Year ended September 30, 2025
AIR-3917

Approve and award Disaster Debris Monitoring and Management Services contract to Tetra Tech, Inc., under the same pricing, terms, and conditions as the Pinellas County Cooperative Contract
AIR-3928

Approve and award Disaster Debris Monitoring and Management Services contract to Thompson Consulting Services, LLC, under the same pricing, terms, and conditions as the Pinellas County Cooperative Contract
AIR-3945

Approve use of Comprehensive Disaster Recovery Management Consulting Services with Tetra Tech, Inc. per the same pricing, terms, and conditions as the Pinellas County Cooperative Contract #24-0957-RFP
AIR-3953

Consider approving payment of $21,945 to the Florida Municipal Insurance Trust for a liability settlement deductibles
AIR-3969

CITY CLERK: Approval of excused absences, election-related items, Council meeting scheduling and cancellations, and advisory board requests

Authorize City Attorney to draft a Resolution appointing the local Canvassing Board for the August 18, 2026, Special Election
AIR-3775

CITY COUNCIL: Charter Official evaluations, Charter Official compensation, Tentative Agenda, Council Comments

Council Comments
AIR-3690

Consider approval of tentative agenda for the July 21, 2026, Council Meeting
AIR-3717

Note: Agenda items listed above are for illustrative purposes only. The actual agenda is available online the Friday before the meeting at www.MyOldsmar.com. To receive hard copy agendas by mail: call (813) 749-1115, email kgarcia@myoldsmar.com, or mail a request to the City Clerk, 100 State Street West, Oldsmar, FL 34677.