



**Town Commission
NOTICE OF VIRTUAL TOWN COMMISSION MEETING**

Pursuant to the Town's Local Declaration of Public Emergency, a VIRTUAL Town Commission meeting will be held on Tuesday, April 27, 2021, at 6:30pm. and broadcast from Town Hall.

The April 27, 2021 Town Commission meeting will be held as a VIRTUAL MEETING with elected officials and Town staff participating through video conferencing. This virtual meeting will be broadcasted live for members of the public to view on the Town's website (www.lbts-fl.gov), Comcast Channel 78, and AT&T U-Verse Channel 99.

The Town of Lauderdale-By-The-Sea Town Commission welcomes and encourages the public to participate at its virtual meetings and offers two ways for residents to be heard.

WRITTEN PUBLIC COMMENTS

Send an e-mail to public_comments@lbts-fl.gov Your comment will be read into the record during the meeting by the Town Clerk.

ACTIVE PARTICIPATION

Notify the Town Clerk via e-mail at public_comments@lbts-fl.gov by April 27, 2021 5:00 pm of your desire to speak during a live virtual meeting. Please provide us with your name email address and phone number. We will then send you the Zoom Meeting ID and link. For security reasons, please do not share the Meeting ID with anyone else. If a friend or neighbor also wishes to speak, have them sign-up with the Town Clerk. When contacting the Town Clerk, please specify if you wish to speak during Public Comments or during a specific agenda item. The Town will enable the Waiting Room function on Zoom and allow public speakers to enter the virtual meeting during Public Comments or for a specific agenda item. You can join the meeting either by calling in or using a laptop, computer webcam or cellphone. Once you are finished commenting, the Town will disconnect you from the meeting.

A copy of the agenda for the virtual Town Commission meeting can be accessed on the Town's website, at <https://www.lauderdalebythesea-fl.gov/341/Agendas-Video>.

Please note that the Town's November 6, 2020 Amended Local Declaration of Public Emergency regarding Virtual Meetings suspended the requirements that a quorum be present and that Town committees and boards meet at a specific public place, and allows them to utilize communications media technology, such as telephonic and video conferencing.

Should any person desire to appeal any decision of the Town Commission with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based (Section 286.0105, Fla. Stat).

Jarvis Hall 4505 N. Ocean Drive

Virtual Town Commission Meeting

Virtual Town Commission Meeting

Tuesday, April 27, 2021, 6:30 PM
Jarvis Hall 4505 N. Ocean Drive

1. CALL TO ORDER, MAYOR CHRIS VINCENT

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION - Moment of Silence

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

5. PRESENTATIONS

- 5.a. Mental Health Awareness Month (Steve d'Oliveira, Public Information Officer)
[Mental Health Awareness Agenda Cover Memo.pdf](#)
[Mental Health Awareness Month Proclamation.pdf](#)

6. PUBLIC COMMENTS

7. PUBLIC SAFETY DISCUSSION

- 7.a. AMR March 2021 Report (Chief Brooke Liddle)
[4-27-21 coverpage.pdf](#)
[Ex.1 AMR LBTS Times 3-21.pdf](#)

8. TOWN MANAGER REPORT

- 8.a. March Finance Report (Lucila Lang, Director of Finance & Budget)
[Agenda Memo March-2021.pdf](#)
[Ex1 - Revenue Expenditure Report](#)
[Ex2 - Cash & Investment Report](#)
- 8.b. Town Manager Report (Linda Connors, Interim Town Manager)
[4-27-21 AM Town Manager Report.pdf](#)
[ACTION PLAN.pdf](#)
- 8.c. 1st Qtr Welcome Center Report (Amy Smith, Welcome Center)
[4-27-21 AM Welcome Center Report.pdf](#)
[1st Qtr Chamber Report.PDF](#)

9. TOWN ATTORNEY REPORT

10. APPROVAL OF MINUTES

- 10.a. April 6, 2021 Commission Workshop Minutes (Tedra Allen, Town Clerk)
[4-6-21 AM.pdf](#)
[4-06-21 LBTS Workshop Minutes.pdf](#)
- 10.b. April 13, 2021 Town Commission Meeting Minutes (Tedra Allen, Town Clerk)
[4-13-21 AM.pdf](#)
[04-13-21 LBTS Commission Minutes.pdf](#)

11. CONSENT AGENDA

12. OLD BUSINESS

- 12.a. Codrington Drive Complete Streets Design (Ken Rubach, Public Works Director)

**[4-27-21 AM Codrington Drive Complete Streets Design.pdf](#)
[EX 1- Baxter & Woodman Proposal.pdf](#)**

- 12.b.** Town Hall Roof Repair (Ken Rubach, Director of Public Works)

**[4-27-21 AM Town Hall Roof Repair](#)
[EX 1 - PSI Roofing Agreement Resolution.pdf](#)
[EX2-PSI Proposal.pdf](#)
[EX3- Per Square Foot Repair Costs-Additional Work.pdf](#)
[EX4- Authorized Vendor OMNIA.pdf](#)**

- 12.c.** Town Hall and Commission Meeting Update (Linda Connors, Interim Town Manager)

[04-27-21 AM Commission Update.pdf](#)

13. NEW BUSINESS

- 13.a.** Pavement Condition Study (Ken Rubach, Director of Public Works)

**[4-27-21 AM Pavement Condition Study FINAL.pdf](#)
[EX 1- Baxter & Woodman Proposal.pdf](#)**

- 13.b.** Waste Pro Contract Renewal (Linda Connors, Interim Town Manager / Neysa Herrera, Assistant to the Town Manager)

[4-27-21 AM Waste Pro Contract Renewal.pdf](#)

- 13.c.** Historic Preservation - County Changes to its Ordinance (Linda Connors, Interim Town Manager)

**[04-27-21 AM Historic Preservation Program Update.pdf](#)
[Ex 1 - ARTICLE_VI.____HISTORIC_PRESERVATION.pdf](#)
[Ex2 CLG-Guidelines.pdf](#)**

- 13.d.** Renewal of Town Contracts (Tedra Allen, Town Clerk)

[4-27-21 AM Contract Review .pdf](#)

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

16. ORDINANCES 2nd Reading

17. RESOLUTIONS - PUBLIC COMMENTS

- 17.a.** Resolution 2021-26 - APPROVING AND AUTHORIZING TOWN OFFICIALS TO EXECUTE A CONSTRUCTION AGREEMENT BETWEEN THE TOWN OF LAUDERDALE-BY-THE-SEA AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR PURPOSES OF CONSTRUCTING CROSSWALK ENHANCEMENTS WITHIN THE STATE RIGHT-OF-WAY (Ken Rubach, Director of Public Works)

**[4-27-21 AM Resolution Authorizing Signatory Authority for A1A-Hibiscus Crosswalk Project.pdf](#)
[Ex1-Reso FDOT Crosswalk Improvements A1A&Hibiscus.pdf](#)**

18. QUASI JUDICIAL PUBLIC HEARING

19. ADJOURNMENT

THE TOWN OF LAUDERDALE-BY-THE-SEA WILL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES NECESSARY TO AFFORD INDIVIDUALS AN EQUAL OPPORTUNITY TO PARTICIPATE IN MEETINGS OF THE TOWN COMMISSION. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26,

PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE TOWN CLERK NO LATER THAN TWO (2) DAYS PRIOR TO THE MEETING AT (954) 640-4200 FOR ASSISTANCE.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE TOWN COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSES MAY NEED TO INSURE THAT A VERBATIM RECORDING OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PROCEDURES FOR PUBLIC COMMENTS:

Public Comments may address issues that are not on this meeting's agenda, but should relate to the business of the Town, and should not contain personal attacks. If your comment requires follow up, the Town Manager will have a staff person respond to your concerns, and will advise us of the outcome.

The Town Clerk will read off the names of those who have signed up to speak. When your name is called, please come to the podium, state your name for the record, and indicate whether you are a Town resident. Do not state your address. You have up to 3 three minutes to make your comments, but there is no requirement to use the entire time. If you wish to address a particular Commissioner or member of Town Administration, please do so by use of their title.

If you wish to approach the Commission dais to hand out a document or for some other reason, please request permission and state your reason for doing so. All documents to be provided to the Commission should be handed to the Town Clerk for distribution.

These procedures have been developed to assure that the Town Commission meeting time is efficiently used, and that meetings are conducted in a polite and respectful manner. More information on the decorum rules for Town Commission meetings is available in Section 2-23 of the Town Code of Ordinances.



Town Commission Agenda Item Report

Meeting Date: April 27, 2021

Submitted By: Steve D'Oliveira

Submitting Department: Administration

Item Type: Presentations

Agenda Section: PRESENTATIONS

Subject Title:

Mental Health Awareness Month (Steve d'Oliveira, Public Information Officer)

Explanation:

There is a proclamation recognizing May as Mental Health Awareness Month

Recommendation:

N/A

Attachments:

1. Proclamation



PROCLAMATION

Issued by the Governing Body of the
Town of Lauderdale-By-The-Sea, Florida

MENTAL HEALTH AWARENESS MONTH MAY 2021

Whereas, mental illness is a major health problem in the United States and other nations that adversely impacts the lives of millions of our close friends and family members; and

Whereas, untreated mental health problems can lead to disturbances in thinking, mood, or behavior, resulting in a reduced capacity for dealing with the ordinary demands of life; and

Whereas, approximately one in five adults will be diagnosed with a mental illness in their life, and only one out of two people with a serious form of mental illness will seek treatment; and

Whereas, almost one-half of all chronic mental illness begins by the age of 14, and

Whereas, 90 percent of the people who commit suicide have an underlying mental illness, and

Whereas, the stigma and fear of discrimination over the state of their mental health often prevents people who would benefit from mental health services from seeking any help; and

Whereas, the mission of the National Alliance on Mental Illness (NAMI) of Broward County is to promote greater awareness about mental health to help change the attitudes and stigma toward mental illness, and to improve the quality of life for everyone who is impacted, and

Whereas, NAMI Broward County observes May as Mental Health Awareness Month to raise awareness of mental health issues and to encourage those living with mental illness to seek professional help, and to be uplifted by its hopeful message: "You Are Not Alone."

Now, therefore, I, Mayor Chris Vincent, with the support of the Town Commission, do hereby designate May as Mental Health Awareness Month and urge all Town residents to commit to increasing awareness and understanding of mental illnesses while promoting and working to provide appropriate and accessible mental health services for anyone who may need it.

*May 2021 as
"Mental Health Awareness Month"*

*In witness whereof we have hereunto set our
hands and caused this seal to be affixed*

Attest: _____
Tedra Allen, CMC, Town Clerk

Chris Vincent, Mayor
April 27, 2021



Town Commission Agenda Item Report

Meeting Date: April 27, 2021

Submitted By: Brooke Liddle

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

AMR March 2021 Report (Chief Brooke Liddle)

Explanation:

AMR March 2021 Report

Recommendation:

Accept/Approve

Attachments:

1. AMR March 2021 Report

Response Date	Address	Dispatched	Enroute	On Scene	Response Time
3/14/2021	4500 BLK N Ocean Dr	16:59:56	17:00:02	17:00:03	00:00:07
3/15/2021	4500 BLK N Ocean Dr	08:49:13	08:49:24	08:49:30	00:00:17
3/7/2021	4300 BLK N Ocean Dr	22:17:59	22:18:41	22:18:40	00:00:41
3/20/2021	4400 BLK N Ocean Dr	01:18:34	01:18:36	01:19:51	00:01:17
3/24/2021	4900 BLK N Ocean Blvd	08:09:23	08:09:57	08:10:48	00:01:25
3/5/2021	El Mar Dr / Pine Ave	16:18:07	16:18:12	16:19:42	00:01:35
3/3/2021	4000 BLK N Ocean Dr	09:17:53	09:18:07	09:19:29	00:01:36
3/23/2021	N Ocean Dr / Datura Ave	17:26:53	17:27:08	17:28:36	00:01:43
3/10/2021	4100 BLK N Ocean Dr	19:39:30	19:39:37	19:41:15	00:01:45
3/13/2021	4500 BLK El Mar Dr	13:57:23	13:57:56	13:59:23	00:02:00
3/31/2021	2000 BLK S Ocean Blvd	10:34:02	10:34:04	10:36:03	00:02:01
3/24/2021	Palm Ave / El Mar Dr	16:05:36	16:05:46	16:07:40	00:02:04
3/11/2021	N Ocean Dr / Pine Ave	05:50:16	05:50:29	05:52:27	00:02:11
3/18/2021	4500 BLK Bougainvilla Dr	11:08:52	11:11:01	11:11:05	00:02:13
3/19/2021	100 BLK Commercial Blvd	16:41:18	16:41:37	16:43:32	00:02:14
3/29/2021	430 BLK N Ocean Dr	23:11:59	23:12:05	23:14:18	00:02:19
3/14/2021	100 BLK Commercial Blvd	13:43:30	13:43:50	13:45:51	00:02:21
3/20/2021	El Mar Dr / Commercial Blvd	10:04:37	10:06:37	10:07:00	00:02:23
3/7/2021	4900 BLK N Ocean Blvd	15:41:30	15:43:01	15:44:02	00:02:32
3/26/2021	4300 BLK Bougainvilla Dr	10:38:52	10:39:00	10:41:30	00:02:38
3/9/2021	1 BLK Commercial Blvd	21:44:35	21:46:07	21:47:14	00:02:39
3/19/2021	2000 BLK S Ocean Blvd	17:23:08	17:23:39	17:25:50	00:02:42
3/11/2021	200 BLK Codrington Dr	23:50:16	23:51:11	23:53:00	00:02:44
3/6/2021	4200 BLK Bougainvilla Dr	01:38:59	01:39:13	01:41:43	00:02:44
3/5/2021	4600 BLK El Mar Dr	07:35:54	07:36:40	07:38:39	00:02:45
3/8/2021	1800 BLK S Ocean Blvd	09:58:08	09:58:36	10:00:54	00:02:46
3/22/2021	4500 BLK Bougainvilla Dr	22:21:01	22:21:03	22:23:50	00:02:49
3/28/2021	4900 BLK N Ocean Blvd	17:34:34	17:36:18	17:37:24	00:02:50
3/24/2021	4600 BLK N Ocean Dr	07:44:55	07:45:28	07:47:46	00:02:51
3/8/2021	4200 BLK N Ocean Dr	20:37:11	20:37:47	20:40:04	00:02:53
3/27/2021	4600 BLK Bougainvilla Dr	15:19:41	15:20:24	15:22:35	00:02:54
3/7/2021	1400 BLK S Ocean Blvd	12:01:04	12:01:18	12:03:58	00:02:54
3/19/2021	4200 N Ocean Dr	18:28:23	18:29:13	18:31:23	00:03:00
3/31/2021	4300 BLK N Ocean Dr	00:40:43	00:42:10	00:43:45	00:03:02
3/25/2021	5100 BLK N Ocean Blvd	19:49:09	19:49:23	19:52:11	00:03:02
3/13/2021	4400 BLK El Mar Dr	14:26:41	14:27:05	14:29:44	00:03:03
3/24/2021	4300 BLK Bougainvilla Dr	11:07:56	11:09:27	11:11:03	00:03:07
3/12/2021	4600 BLK Poinciana St	20:09:43	20:10:55	20:12:51	00:03:08
3/25/2021	1800 BLK S Ocean Blvd	08:09:59	08:13:07	08:13:09	00:03:10
3/4/2021	200 BLK Hibiscus Ave	05:48:19	05:48:31	05:51:33	00:03:14
3/13/2021	100 BLK Commercial Blvd	16:34:50	16:37:26	16:38:05	00:03:15
3/15/2021	4200 BLK Bougainvilla Dr	17:35:06	17:35:30	17:38:21	00:03:15
3/14/2021	4100 BLK Bougainvilla Dr	10:28:19	10:28:29	10:31:36	00:03:17
3/15/2021	4300 BLK N Ocean Dr	10:29:48	10:31:56	10:33:06	00:03:18
3/30/2021	4100 BLK El Mar Dr	21:43:27	21:44:11	21:46:49	00:03:22
3/26/2021	4600 BLK Seagrape Dr	03:34:22	03:34:30	03:37:45	00:03:23
3/22/2021	4400 BLK El Mar Dr	00:36:57	00:38:11	00:40:20	00:03:23
3/12/2021	4500 BLK El Mar Dr	22:11:10	22:12:14	22:14:34	00:03:24

3/21/2021	100 BLK Commercial Blvd	19:11:22	19:13:30	19:14:48	00:03:26
3/3/2021	5400 BLK N Ocean Blvd	11:13:23	11:13:44	11:16:50	00:03:27
3/22/2021	4400 BLK El Mar Dr	18:59:11	18:59:57	19:02:41	00:03:30
3/29/2021	100 BLK Commercial Blvd	00:28:56	00:29:31	00:32:27	00:03:31
3/6/2021	3900 BLK N Ocean Dr	00:45:48	00:46:23	00:49:20	00:03:32
3/24/2021	4300 BLK N Ocean Dr	02:19:28	02:19:34	02:23:00	00:03:32
3/26/2021	100 BLK Commercial Blvd	14:35:21	14:37:58	14:38:53	00:03:32
3/21/2021	100 BLK Commercial Blvd	21:49:04	21:51:13	21:52:36	00:03:32
3/7/2021	100 BLK Commercial Blvd	22:00:30	22:00:35	22:04:04	00:03:34
3/6/2021	4200 BLK Bougainvilla Dr	02:45:39	02:45:56	02:49:13	00:03:34
3/24/2021	100 BLK Commercial Blvd	19:36:25	19:38:51	19:40:01	00:03:36
3/9/2021	5100 BLK N Ocean Blvd	05:41:53	05:42:45	05:45:31	00:03:38
3/22/2021	1500 BLK S Ocean Blvd	08:06:33	08:08:29	08:10:12	00:03:39
3/21/2021	4300 BLK N Ocean Dr	23:57:14	23:58:54	00:00:53	00:03:39
3/7/2021	4600 BLK El Mar Dr	18:47:43	18:48:15	18:51:24	00:03:41
3/16/2021	4600 BLK N Ocean Dr	17:26:54	17:27:27	17:30:37	00:03:43
3/23/2021	2000 BLK Ocean Mist Dr	22:10:16	22:10:59	22:14:00	00:03:44
3/13/2021	4100 BLK Bougainvilla Dr	09:45:03	09:46:52	09:48:49	00:03:46
3/20/2021	5200 BLK N Ocean Blvd	16:53:18	16:55:11	16:57:04	00:03:46
3/27/2021	4900 BLK N Ocean Dr	02:12:39	02:12:48	02:16:27	00:03:48
3/29/2021	200 BLK Commercial Blvd	14:50:55	14:51:05	14:54:43	00:03:48
3/29/2021	4500 BLK Poinciana St	18:49:28	18:52:16	18:53:22	00:03:54
3/29/2021	4600 BLK N Ocean Dr	01:49:56	01:50:38	01:53:53	00:03:57
3/27/2021	5100 BLK N Ocean Blvd	23:00:18	23:02:23	23:04:16	00:03:58
3/2/2021	4900 BLK N Ocean Dr	13:32:57	13:34:59	13:36:57	00:04:00
3/5/2021	1900 BLK E Terra Mar Dr	10:30:53	10:31:04	10:34:54	00:04:01
3/16/2021	3900 BLK N Ocean Dr	15:02:24	15:04:05	15:06:28	00:04:04
3/10/2021	1800 BLK S Ocean Blvd	10:08:28	10:10:56	10:12:32	00:04:04
3/9/2021	4000 BLK N Ocean Dr	18:24:37	18:25:22	18:28:49	00:04:12
3/21/2021	1800 BLK S Ocean Blvd	21:08:57	21:09:58	21:13:11	00:04:14
3/12/2021	200 BLK Codrington Dr	00:53:46	00:54:26	00:58:00	00:04:14
3/28/2021	5200 BLK N Ocean Blvd	06:31:00	06:31:23	06:35:17	00:04:17
3/1/2021	4500 BLK Seagrape Dr	19:01:58	19:02:54	19:06:15	00:04:17
3/4/2021	4100 BLK El Mar Dr	21:01:08	21:02:12	21:05:27	00:04:19
3/4/2021	1400 BLK S Ocean Blvd	01:41:34	01:42:10	01:45:53	00:04:19
3/24/2021	1700 BLK Blue Water Ter N	14:01:03	14:04:09	14:05:24	00:04:21
3/20/2021	100 BLK Commercial Blvd	00:02:32	00:03:33	00:06:54	00:04:22
3/13/2021	1900 BLK S Ocean Blvd	23:43:15	23:43:22	23:47:43	00:04:28
3/4/2021	200 BLK W Commercial Blvd	13:10:17	13:12:29	13:14:45	00:04:28
3/17/2021	1500 BLK S Ocean Blvd	15:18:08	15:20:36	15:22:40	00:04:32
3/15/2021	100 BLK Sunset Ln	16:44:02	16:44:44	16:48:37	00:04:35
3/5/2021	Datura Ave / N Ocean Dr	21:57:17	21:57:59	22:01:55	00:04:38
3/28/2021	3900 BLK N Ocean Dr	02:46:51	02:48:59	02:51:31	00:04:40
3/5/2021	4300 BLK N Ocean Dr	01:42:24	01:44:56	01:47:08	00:04:44
3/27/2021	1300 BLK S Ocean Blvd	06:33:41	06:33:52	06:38:26	00:04:45
3/18/2021	200 BLK Miramar Ave	02:05:26	02:06:08	02:10:18	00:04:52
3/28/2021	200 BLK Miramar Ave	17:46:37	17:47:46	17:51:31	00:04:54
3/20/2021	1900 BLK S Ocean Blvd	02:00:24	02:02:45	02:05:36	00:05:12
3/11/2021	1400 BLK S Ocean Blvd	02:11:50	02:13:00	02:17:05	00:05:15
3/22/2021	5100 BLK N Ocean Blvd	09:29:31	09:34:40	09:34:46	00:05:15
3/11/2021	200 BLK Codrington Dr	19:38:44	19:39:31	19:44:00	00:05:16
3/18/2021	4300 BLK El Mar Dr	01:29:00	01:29:08	01:34:30	00:05:30
3/13/2021	4200 BLK Bougainvilla Dr	21:17:26	21:17:37	21:23:09	00:05:43
3/15/2021	100 BLK Commercial Blvd	15:41:14	15:46:58	15:46:59	00:05:45
3/20/2021	1400 BLK S Ocean Dr	21:20:30	21:20:17	21:26:40	00:06:10
3/17/2021	3200 BLK Fiesta Way	02:04:07	02:03:36	02:10:51	00:06:44
6 min or less = 99%		Average = 00:03:28			



Town Commission Agenda Item Report

Meeting Date: April 27, 2021

Submitted by: Lucila Lang

Submitting Department: Finance

Item Type: Reports

Agenda Section: TOWN MANAGER REPORT

Subject Title: March Finance Report (Lucila Lang, Director of Finance and Budget)

Explanation: Presented is the March, 2021 Financial Report, which consists of the attached Revenue Expenditure Report (**Exhibit 1**) and the Cash & Investment Report (**Exhibit 2**). This brings the Town to 50% of fiscal year 2020/2021.

The following is a summary of the operating results through : 3/31/2021

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues		YTD Revenues		YTD Expenditures		Net Amount
			Excluding Appropriations		Amount	% of Budget	Amount	% of Budget	
General Fund	\$ 14,025,714.00	\$ 917,467.00	\$ 13,108,247.00		\$ 10,537,061.56	80.38%	\$ 6,029,341.93	46.00%	\$ 4,507,719.63
Building Fund	\$ 683,834.00	\$ -	\$ 683,834.00		\$ 412,492.76	60.32%	\$ 265,482.39	38.82%	\$ 147,010.37
Sewer Fund	\$ 1,230,896.00	\$ 100,000.00	\$ 1,130,896.00		\$ 628,645.93	55.59%	\$ 501,741.52	44.37%	\$ 126,904.41
Fire Fund	\$ 1,066,146.00	\$ -	\$ 1,066,146.00		\$ 980,145.20	91.93%	\$ 468,867.98	43.98%	\$ 511,277.22
Capital Fund	\$ 5,000,957.00	\$ 4,700,957.00	\$ 300,000.00		\$ 949,736.49	316.58%	\$ 1,049,152.86	20.98%	\$ (99,416.37)
Parking Fund	\$ 2,701,525.00	\$ 949,490.00	\$ 1,752,035.00		\$ 1,277,600.97	72.92%	\$ 1,765,482.79	65.35%	\$ (487,881.82)
Grand Total	\$ 24,709,072.00	\$ 6,667,914.00	\$ 18,041,158.00		\$ 14,785,682.91		\$ 10,080,069.47		\$ 4,705,613.44

Notable items for this month are as follows:

As a reminder, the budget amendments approved by Commission at the March 23rd meeting were processed during said month and the above budget reflects these amendments.

General Fund

- During March, the Town collected ad valorem revenues totaling \$178,557.94. On a year-to-date basis, ad valorem revenue collections are within expectations:

Collection Rates	2017	2018	2019	2020	2021
March	92.7%	93.6%	92.8%	92.6%	92.8%
April	97.7%	97.5%	97.4%	95.9%	
May	98.8%	98.8%	99.0%	97.6%	
June	99.9%	99.7%	99.9%	98.8%	
July	101.8%	101.5%	101.4%	101.0%	

- General Fund expenditures are within budget for the first 6 months of the FY.

Building Fund

- Revenues for the Building Fund are within expectations.
- Year-to-date payments to CAP Government for building permit activity reflect invoices through February.

Sewer Fund

- Sewer revenues from the City of Fort Lauderdale are in line with expectations on a year-to-date basis.
- Year-to-date sewer billings from Pompano were a bit higher in the month of March due to large activity during Spring Break.

Fire Fund

- During the month of March, the Town collected Fire Assessment fees totaling \$21,111.53. On a year-to-date basis, fire assessment fees are at 91.9% which are in line with the Town's expectations.

Capital Project Fund

- Expenditures in the capital fund are in line with the updated budget.
 - YTD, the following are the completed capital projects:
 - Visitor's Center
 - East Terra Mar Drive

Parking Fund

- During the month of March, the Town collected \$266K in parking charges, which brings the YTD collection above the expected budget for the first 6 months of the fiscal year. As a reminder, parking revenues were conservatively budgeted due to the impact of COVID-19 which brought parking lot closures beginning March 2020.
- Below is a breakdown of revenue by lots. We are up 9.76% when compared to the same period in FY 20 and anticipate the upward trend to continue.
- The top producing lots for the first 6 months are:
 - El Prado parking lot.
 - A1A parking lot.
 - Ocean Front meters.
 - Beach parking meters

PRIOR TO COVID-19										Beginning of Covid-19										
FY2020	October, 2019	November, 2019	December, 2019	January, 2020	February, 2020	March, 2020	Total													
344.551 South Ocean	\$ 11,571.64	\$ 10,267.70	\$ 12,158.04	\$ 19,169.02	\$ 18,025.33	\$ 14,292.29	\$ 71,191.73													
344.552 Ocean Front Meters	\$ 46,445.23	\$ 36,513.94	\$ 20,375.74	\$ 21,694.78	\$ 18,956.51	\$ 30,648.04	\$ 143,986.20													
344.553 Commercial Blvd. Meters	\$ 7,190.23	\$ 6,554.89	\$ 25,793.82	\$ 30,215.94	\$ 28,004.43	\$ 9,657.09	\$ 97,759.31													
344.554 Parking Meters-Beach	\$ 25,445.87	\$ 21,808.07	\$ 22,133.51	\$ 23,813.17	\$ 22,813.30	\$ 18,434.53	\$ 116,013.92													
344.556 El Prado Parking Lot	\$ 25,157.16	\$ 23,974.46	\$ 30,065.45	\$ 38,894.66	\$ 39,270.27	\$ 30,869.93	\$ 157,362.00													
344.558 Town Hall Parking Lot	\$ 391.71	\$ 435.78	\$ 883.25	\$ 1,084.15	\$ 518.31	\$ 1,186.93	\$ 3,313.20													
344.559 El Mar Parking Lot	\$ 22,773.31	\$ 16,966.18	\$ 19,951.24	\$ 21,539.30	\$ 21,891.01	\$ 14,281.21	\$ 103,121.04													
344.560 A1A Parking Lot	\$ 27,109.20	\$ 23,135.24	\$ 31,723.76	\$ 41,320.77	\$ 41,082.32	\$ 32,234.64	\$ 164,371.29													
344.563 Bougainvilla/Poinciana	\$ 3,697.71	\$ 5,214.80	\$ 10,176.59	\$ 13,703.16	\$ 13,102.93	\$ 10,709.05	\$ 45,895.19													
344.564 Eastward Strand Parkaig Spaces	\$ 4,971.71	\$ 4,359.10	\$ 4,887.10	\$ 5,609.41	\$ 5,820.31	\$ 4,892.61	\$ 25,647.63													
	\$ 174,753.77	\$ 149,230.16	\$ 178,148.50	\$ 217,044.36	\$ 209,484.72	\$ 167,206.32	\$ 928,661.51													
DURING COVID-19																				
FY2021	October, 2020	% (-/+)	November, 2020	% (-/+)	December, 2020	% (-/+)	January, 2021	% (-/+)	February, 2021	% (-/+)	March, 2021	% (-/+)	Total							
344.551 South Ocean	\$ 6,949.75	-39.94%	\$ 7,561.94	-26.35%	\$ 8,671.40	-28.68%	\$ 11,318.28	-40.96%	\$ 15,111.68	-16.16%	\$ 29,293.14	104.96%	\$ 78,906.19	7.74%						
344.552 Ocean Front Meters	\$ 22,452.33	-51.66%	\$ 20,414.19	-44.09%	\$ 27,168.61	33.34%	\$ 23,983.89	10.55%	\$ 24,357.35	28.49%	\$ 33,099.27	8.00%	\$ 151,475.64	14.86%						
344.553 Commercial Blvd. Meters	\$ 5,888.66	-18.10%	\$ 6,271.08	-4.33%	\$ 8,939.72	-65.34%	\$ 8,256.36	-72.68%	\$ 10,277.05	-63.30%	\$ 13,998.83	44.96%	\$ 53,631.70	5.26%						
344.554 Parking Meters-Beach	\$ 15,626.15	-38.59%	\$ 14,564.14	-33.22%	\$ 18,038.93	-18.50%	\$ 17,746.62	-25.48%	\$ 21,118.24	-7.43%	\$ 29,309.53	58.99%	\$ 116,403.61	11.42%						
344.556 El Prado Parking Lot	\$ 21,992.26	-12.58%	\$ 20,357.66	-15.09%	\$ 30,405.03	1.13%	\$ 31,157.30	-19.89%	\$ 37,708.29	-3.98%	\$ 63,046.40	104.23%	\$ 204,666.94	20.08%						
344.558 Town Hall Parking Lot	\$ 310.94	-20.62%	\$ 1,355.04	210.95%	\$ 518.56	-41.29%	\$ 1,386.13	27.85%	\$ 2,154.71	315.72%	\$ 2,922.13	146.19%	\$ 8,647.51	0.85%						
344.559 El Mar Parking Lot	\$ 16,086.91	-29.36%	\$ 13,818.64	-18.55%	\$ 19,390.09	-2.81%	\$ 18,740.18	-13.00%	\$ 19,036.72	-13.04%	\$ 26,031.83	82.28%	\$ 113,104.37	11.10%						
344.560 A1A Parking Lot	\$ 22,429.63	-17.26%	\$ 19,364.70	-16.30%	\$ 28,134.42	-11.31%	\$ 29,177.95	-29.39%	\$ 36,328.20	-11.57%	\$ 60,390.88	87.35%	\$ 195,825.78	19.21%						
344.563 Bougainvilla/Poinciana	\$ 7,154.01	93.47%	\$ 7,465.33	43.16%	\$ 10,382.54	2.02%	\$ 11,439.64	-16.52%	\$ 12,761.19	-2.61%	\$ 20,419.32	90.67%	\$ 69,622.03	6.83%						
344.564 Eastward Strand Parkaig Spaces	\$ 5,693.78	14.52%	\$ 4,623.73	6.07%	\$ 6,992.78	43.09%	\$ 6,499.69	15.87%	\$ 3,205.22	-44.93%	\$ -	-100.00%	\$ 27,015.20	2.65%						
	\$ 124,584.42		\$ 115,796.45		\$ 158,642.08		\$ 159,706.04		\$ 182,058.65		\$ 278,511.33		\$ 1,019,298.97	100.00%						
Monthly change from same month last fiscal year:														-28.71%	-22.40%	-10.95%	-26.42%	-13.09%	66.57%	9.76%

Attachments:

Ex1-Revenue Expenditure Report

Ex2-Cash & Investment Report

REVENUE/EXPENDITURE REPORT

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Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 3/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	0.00	917,467.00	0.00	0.00	0.00	917,467.00	0.0
Appropriated Fund Balance	0.00	917,467.00	0.00	0.00	0.00	917,467.00	0.0
Dept: 301.000 Ad Valorem Property Taxes							
311.100 Ad Valorem Property Taxes	9,009,684.00	9,009,684.00	8,363,896.66	178,557.94	0.00	645,787.34	92.8
Ad Valorem Property Taxes	9,009,684.00	9,009,684.00	8,363,896.66	178,557.94	0.00	645,787.34	92.8
Dept: 301.100 Utility Taxes							
311.101 FPL Utility Tax	830,000.00	830,000.00	352,834.49	57,984.37	0.00	477,165.51	42.5
311.440 Gas Utility Tax	16,500.00	16,500.00	4,812.91	129.36	0.00	11,687.09	29.2
314.300 Water Utility Tax	165,000.00	165,000.00	59,676.04	19,019.72	0.00	105,323.96	36.2
Utility Taxes	1,011,500.00	1,011,500.00	417,323.44	77,133.45	0.00	594,176.56	41.3
Dept: 301.600 Franchise Taxes							
313.100 FI Power & Light Franchise	600,000.00	600,000.00	250,285.31	41,867.29	0.00	349,714.69	41.7
313.300 Waste Franchise Collection	110,000.00	110,000.00	58,622.28	11,894.92	0.00	51,377.72	53.3
313.301 Waste Franchise Adm-Fee	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.0
313.400 Gas Franchise	10,000.00	10,000.00	6,804.45	1,806.77	0.00	3,195.55	68.0
313.600 Towing Franchise Fees	600.00	600.00	230.00	0.00	0.00	370.00	38.3
Franchise Taxes	729,600.00	729,600.00	315,942.04	55,568.98	0.00	413,657.96	43.3
Dept: 302.000 Licenses & Permits							
321.100 Business License Taxes	75,000.00	75,000.00	74,388.18	4,532.49	0.00	611.82	99.2
321.110 Sidewalk Cafe ROW	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	0.0
322.150 Miscellaneous Permits	0.00	0.00	50.00	0.00	0.00	-50.00	0.0
322.400 Sign Permits	1,325.00	1,325.00	0.00	0.00	0.00	1,325.00	0.0
Licenses & Permits	111,325.00	111,325.00	74,438.18	4,532.49	0.00	36,886.82	66.9
Dept: 303.000 Intergovernmental Revenues							
311.120 Municipal Revenue Sharing	150,000.00	150,000.00	72,220.86	12,036.81	0.00	77,779.14	48.1
311.150 Alcoholic Beverage License	15,000.00	15,000.00	929.94	0.00	0.00	14,070.06	6.2
311.180 Sales Tax	390,000.00	390,000.00	170,710.87	33,966.99	0.00	219,289.13	43.8
312.405 Local Op Gas Tax 1 - 6 cent	60,000.00	60,000.00	23,093.53	4,424.15	0.00	36,906.47	38.5
312.410 Local Op Gas Tax 1 - 5 cent	46,630.00	46,630.00	16,190.26	3,341.17	0.00	30,439.74	34.7
315.100 Communication Service Tax	320,000.00	320,000.00	121,348.15	25,710.08	0.00	198,651.85	37.9
334.910 BCC-Senior Center Grant	19,233.00	19,233.00	0.00	0.00	0.00	19,233.00	0.0
334.914 BCC-Transportation Grant	150,000.00	150,000.00	16,132.60	0.00	0.00	133,867.40	10.8
334.915 FDOT-Reimbursable Grant	18,064.00	18,064.00	0.00	0.00	0.00	18,064.00	0.0
334.929 Emergency Supplemental Funding	0.00	0.00	412,464.77	0.00	0.00	-412,464.77	0.0
Intergovernmental Revenues	1,168,927.00	1,168,927.00	833,090.98	79,479.20	0.00	335,836.02	71.3
Dept: 304.000 Charges for Services							
343.902 Site Plan Application Fees	1,650.00	1,650.00	0.00	0.00	0.00	1,650.00	0.0
347.500 Tennis - Shuffle Key	9,200.00	9,200.00	7,820.00	1,690.00	0.00	1,380.00	85.0
Charges for Services	10,850.00	10,850.00	7,820.00	1,690.00	0.00	3,030.00	72.1
Dept: 305.000 Fines & Forfeitures							
354.150 Fines,TrafficViolation,Citatio	30,000.00	30,000.00	2,058.91	482.70	0.00	27,941.09	6.9
354.160 Code Enforcement Fines	40,000.00	40,000.00	13,232.30	50.00	0.00	26,767.70	33.1
359.100 Other Fines & Alarms	1,500.00	1,500.00	875.00	175.00	0.00	625.00	58.3
Fines & Forfeitures	71,500.00	71,500.00	16,166.21	707.70	0.00	55,333.79	22.6
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	35,800.00	35,800.00	2,198.22	172.26	0.00	33,601.78	6.1
362.000 Rent/Lease Royalties	69,820.00	69,820.00	37,930.14	6,321.69	0.00	31,889.86	54.3
366.100 Donations	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
369.100 Miscellaneous Revenues	36,308.00	36,308.00	34,060.19	6,968.37	0.00	2,247.81	93.8
369.200 Miscellaneous Applications	18,975.00	18,975.00	6,788.00	818.00	0.00	12,187.00	35.8
369.201 Miscellaneous MerchandiseSales	300.00	300.00	94.00	0.00	0.00	206.00	31.3
369.250 Recreational Activities Fee	1,250.00	1,250.00	0.00	0.00	0.00	1,250.00	0.0

REVENUE/EXPENDITURE REPORT

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Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 3/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Revenues							
Dept: 306.000 Miscellaneous Revenues							
369.500 Miscellaneous Lobbyist	600.00	600.00	100.00	0.00	0.00	500.00	16.7
369.901 Insurance Reimbursement	3,281.00	3,281.00	15,450.00	0.00	0.00	-12,169.00	470.9
Miscellaneous Revenues	171,334.00	171,334.00	96,620.55	14,280.32	0.00	74,713.45	56.4
Dept: 581.100 Interfund Transfers							
380.115 Transfer from Fire - OH Costs	22,000.00	22,000.00	11,000.00	5,500.00	0.00	11,000.00	50.0
381.106 Transfer from Parking Fund	801,527.00	801,527.00	400,763.50	200,381.75	0.00	400,763.50	50.0
Interfund Transfers	823,527.00	823,527.00	411,763.50	205,881.75	0.00	411,763.50	50.0
Revenues	13,108,247.00	14,025,714.00	10,537,061.56	617,831.83	0.00	3,488,652.44	75.1
Expenditures							
Dept: 511.000 Commission							
500.110 Commission Salaries	66,000.00	66,000.00	30,573.57	5,012.06	0.00	35,426.43	46.3
500.210 Employer FICA Taxes	5,000.00	5,000.00	1,969.44	322.68	0.00	3,030.56	39.4
500.220 Retirement	32,500.00	32,500.00	16,022.01	4,929.84	0.00	16,477.99	49.3
500.230 Group Insurance	64,200.00	64,200.00	36,478.42	4,820.81	0.00	27,721.58	56.8
500.345 Contractual Services	4,500.00	4,500.00	2,062.50	600.00	0.00	2,437.50	45.8
500.510 Office Supplies	175.00	175.00	0.00	0.00	0.00	175.00	0.0
500.540 Dues & Subscriptions	1,725.00	1,725.00	488.10	0.00	0.00	1,236.90	28.3
500.545 Training	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.550 Operating Expenses	9,500.00	9,500.00	2,166.03	0.00	0.00	7,333.97	22.8
Commission	185,600.00	185,600.00	89,760.07	15,685.39	0.00	95,839.93	48.4
Dept: 511.100 Donation-Non Profits							
500.820 Donations-Aids to Private Org	53,259.00	53,259.00	43,259.00	15,000.00	0.00	10,000.00	81.2
Donation-Non Profits	53,259.00	53,259.00	43,259.00	15,000.00	0.00	10,000.00	81.2
Dept: 511.200 Visitor Center							
500.120 Regular Salaries	12,800.00	12,800.00	7,002.43	1,129.40	0.00	5,797.57	54.7
500.140 Overtime Salaries	1,500.00	1,500.00	96.40	89.45	0.00	1,403.60	6.4
500.210 Employer FICA Taxes	1,000.00	1,000.00	535.70	86.40	0.00	464.30	53.6
500.220 Retirement	1,300.00	1,300.00	700.24	112.94	0.00	599.76	53.9
500.230 Group Insurance	3,900.00	3,900.00	1,817.58	240.43	0.00	2,082.42	46.6
500.340 Sewer/Wastewater	2,700.00	2,700.00	1,524.89	225.77	0.00	1,175.11	56.5
500.345 Contractual Services	29,900.00	29,900.00	13,450.00	0.00	0.00	16,450.00	45.0
500.430 Electric Service	1,600.00	1,600.00	485.98	81.67	0.00	1,114.02	30.4
500.431 Water Service	2,800.00	2,800.00	1,499.28	219.54	0.00	1,300.72	53.5
500.520 Bldg. Maintenance	10,000.00	10,000.00	254.30	0.00	0.00	9,745.70	2.5
500.550 Operating Expenses	0.00	30,000.00	3,984.31	0.00	0.00	26,015.69	13.3
500.640 Capital Outlay - Equip't & Mach	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
Visitor Center	73,500.00	103,500.00	31,351.11	2,185.60	0.00	72,148.89	30.3
Dept: 513.000 Administration							
500.120 Regular Salaries	663,400.00	669,594.00	376,623.00	52,474.04	0.00	292,971.00	56.2
500.140 Overtime Salaries	2,500.00	2,500.00	312.61	0.00	0.00	2,187.39	12.5
500.210 Employer FICA Taxes	49,300.00	49,774.00	25,991.57	3,933.75	0.00	23,782.43	52.2
500.220 Retirement	99,000.00	100,300.00	46,547.04	16,728.57	0.00	53,752.96	46.4
500.230 Group Insurance	136,846.00	136,846.00	77,233.98	10,851.20	0.00	59,612.02	56.4
500.315 Professional Services	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
500.320 Audit Expense	34,350.00	34,350.00	2,500.00	500.00	0.00	31,850.00	7.3
500.344 HR Expenses	9,000.00	9,000.00	1,900.04	239.75	0.00	7,099.96	21.1
500.345 Contractual Services	20,000.00	20,000.00	14,737.80	2,560.52	0.00	5,262.20	73.7
500.463 Service Maintenance Contracts	43,900.00	43,900.00	25,822.28	5,852.39	0.00	18,077.72	58.8
500.506 Printing & Binding	3,400.00	3,400.00	4,483.00	0.00	0.00	-1,083.00	131.9
500.508 Postage	4,500.00	4,500.00	2,916.52	-121.53	0.00	1,583.48	64.8
500.510 Office Supplies	7,500.00	7,500.00	1,348.02	50.88	0.00	6,151.98	18.0
500.540 Dues & Subscriptions	8,000.00	8,000.00	2,426.20	0.00	0.00	5,573.80	30.3
500.545 Training	10,000.00	10,000.00	1,544.00	50.00	0.00	8,456.00	15.4

REVENUE/EXPENDITURE REPORT

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Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 3/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 513.000 Administration							
500.550 Operating Expenses	15,045.00	15,045.00	7,316.21	1,735.76	1,036.52	6,692.27	55.5
Administration	1,156,741.00	1,164,709.00	591,702.27	94,855.33	1,036.52	571,970.21	50.9
Dept: 514.000 Town Attorney							
500.310 Legal Expense	300,000.00	300,000.00	125,514.88	40,493.28	0.00	174,485.12	41.8
500.314 Litigation	100,000.00	100,000.00	2,208.25	0.00	0.00	97,791.75	2.2
500.319 Ethics Research, Training & Op	8,000.00	8,000.00	3,866.80	0.00	0.00	4,133.20	48.3
Town Attorney	408,000.00	408,000.00	131,589.93	40,493.28	0.00	276,410.07	32.3
Dept: 519.000 General							
500.120 Regular Salaries	80,000.00	80,000.00	37,538.55	6,153.86	0.00	42,461.45	46.9
500.210 Employer FICA Taxes	6,200.00	6,200.00	2,895.63	475.26	0.00	3,304.37	46.7
500.220 Retirement	8,000.00	8,000.00	4,000.03	1,230.78	0.00	3,999.97	50.0
500.230 Group Insurance	15,260.00	15,260.00	7,591.81	1,015.31	0.00	7,668.19	49.7
500.311 Advertisements	7,000.00	7,000.00	2,575.46	28.33	0.00	4,424.54	36.8
500.313 Legal Exp- Other Issues	5,000.00	5,000.00	5,130.20	0.00	0.00	-130.20	102.6
500.315 Professional Services	50,000.00	50,000.00	12,500.00	0.00	0.00	37,500.00	25.0
500.345 Contractual Services	31,000.00	31,000.00	6,113.92	0.00	0.00	24,886.08	19.7
500.349 Community Bus	190,000.00	190,000.00	45,735.20	10,602.76	0.00	144,264.80	24.1
500.451 Auto, Property & Liability Ins	135,000.00	135,000.00	121,266.15	0.00	0.00	13,733.85	89.8
500.452 Workers Compensation Insur	50,000.00	50,000.00	29,224.00	10,508.00	0.00	20,776.00	58.4
500.497 Contingency	0.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
500.506 Printing & Binding	14,500.00	14,500.00	0.00	0.00	0.00	14,500.00	0.0
500.508 Postage	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.511 Computer Expense	112,000.00	112,000.00	40,734.44	3,653.75	0.00	71,265.56	36.4
500.525 Uniform Expense	200.00	200.00	0.00	0.00	0.00	200.00	0.0
500.540 Dues & Subscriptions	500.00	500.00	0.00	0.00	0.00	500.00	0.0
500.545 Training	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.550 Operating Expenses	40,000.00	40,000.00	17,662.70	160.52	0.00	22,337.30	44.2
500.552 Recycling and Solid Waste Exp	58,600.00	83,600.00	21,358.36	3,765.72	0.00	62,241.64	25.5
500.640 Capital Outlay - Equip & Mach	53,700.00	53,700.00	2,364.98	190.00	0.00	51,335.02	4.4
General	862,960.00	987,960.00	356,691.43	37,784.29	0.00	631,268.57	36.1
Dept: 519.100 Business Dev & Marketing							
500.311 Advertisements	80,000.00	80,000.00	10,130.33	2,559.26	0.00	69,869.67	12.7
500.315 Professional Services	50,000.00	50,000.00	19,281.05	5,075.13	0.00	30,718.95	38.6
500.345 Contractual Services	18,058.00	18,058.00	9,267.65	-106.26	0.00	8,790.35	51.3
500.495 Special Events	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.0
500.506 Printing & Binding	19,121.00	19,121.00	4,256.00	2,245.00	0.00	14,865.00	22.3
500.540 Dues & Subscriptions	2,286.00	2,286.00	625.50	0.00	0.00	1,660.50	27.4
500.550 Operating Expenses	1,000.00	1,000.00	81.23	-22.50	0.00	918.77	8.1
Business Dev & Marketing	185,465.00	185,465.00	43,641.76	9,750.63	0.00	141,823.24	23.5
Dept: 521.000 Police Department							
500.345 Contractual Services	5,120,721.00	5,120,721.00	2,536,056.00	422,676.00	0.00	2,584,665.00	49.5
500.352 Contract Services	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.520 Bldg. Maintenance	1,500.00	1,500.00	1,495.00	0.00	0.00	5.00	99.7
500.550 Operating Expenses	5,000.00	5,000.00	1,994.00	0.00	0.00	3,006.00	39.9
500.640 Capital Outlay - Equip & Mach	36,676.00	36,676.00	0.00	0.00	0.00	36,676.00	0.0
Police Department	5,168,897.00	5,168,897.00	2,539,545.00	422,676.00	0.00	2,629,352.00	49.1
Dept: 523.000 Emergency Medical Services							
500.345 Contractual Services	848,251.00	848,251.00	424,125.48	70,687.58	0.00	424,125.52	50.0
Emergency Medical Services	848,251.00	848,251.00	424,125.48	70,687.58	0.00	424,125.52	50.0
Dept: 524.000 Development Services							
500.120 Regular Salaries	263,000.00	263,000.00	113,079.58	13,829.58	0.00	149,920.42	43.0
500.121 Temporary Salaries/ Interns	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	0.0
500.140 Overtime Salaries	5,000.00	5,000.00	117.39	80.31	0.00	4,882.61	2.3
500.210 Employer FICA Taxes	20,200.00	20,200.00	8,480.38	967.77	0.00	11,719.62	42.0

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Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 3/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 524.000 Development Services							
500.220 Retirement	56,824.00	56,824.00	26,519.04	4,097.21	0.00	30,304.96	46.7
500.230 Group Insurance	54,210.00	54,210.00	28,803.36	3,627.51	0.00	25,406.64	53.1
500.315 Professional Services	152,000.00	152,000.00	15,124.64	2,613.75	15,000.00	121,875.36	19.8
500.345 Contractual Services	301,600.00	301,600.00	134,444.83	21,078.77	0.00	167,155.17	44.6
500.461 Vehicle Maintenance	250.00	250.00	0.00	0.00	0.00	250.00	0.0
500.462 Fuel	500.00	500.00	0.00	0.00	0.00	500.00	0.0
500.463 Service Maintenance Contracts	5,200.00	5,200.00	795.95	114.83	0.00	4,404.05	15.3
500.506 Printing & Binding	1,300.00	1,300.00	363.12	16.80	0.00	936.88	27.9
500.508 Postage	5,000.00	5,000.00	1,697.59	119.29	0.00	3,302.41	34.0
500.510 Office Supplies	2,500.00	2,500.00	110.17	0.00	0.00	2,389.83	4.4
500.525 Uniform Expense	600.00	600.00	0.00	0.00	0.00	600.00	0.0
500.540 Dues & Subscriptions	4,000.00	4,000.00	99.00	0.00	0.00	3,901.00	2.5
500.545 Training	7,000.00	7,000.00	419.00	114.00	0.00	6,581.00	6.0
500.550 Operating Expenses	9,000.00	9,000.00	6,323.14	1,098.74	1,036.52	1,640.34	81.8
Development Services	895,684.00	895,684.00	336,377.19	47,758.56	16,036.52	543,270.29	39.3
Dept: 541.100 Mun Svcs - Public Works Div							
500.120 Regular Salaries	850,000.00	852,529.00	398,810.28	62,739.69	0.00	453,718.72	46.8
500.140 Overtime Salaries	50,000.00	50,000.00	10,998.50	2,654.45	0.00	39,001.50	22.0
500.210 Employer FICA Taxes	64,750.00	64,943.00	30,762.49	4,913.88	0.00	34,180.51	47.4
500.220 Retirement	99,900.00	100,210.00	54,913.58	16,742.77	0.00	45,296.42	54.8
500.230 Group Insurance	265,162.00	265,162.00	125,215.73	16,932.17	0.00	139,946.27	47.2
500.315 Professional Services	40,000.00	40,000.00	12,825.05	3,639.55	0.00	27,174.95	32.1
500.340 Sewer/Wastewater	13,600.00	13,600.00	5,477.90	880.32	0.00	8,122.10	40.3
500.345 Contractual Services	226,878.00	226,878.00	76,540.34	8,503.10	0.00	150,337.66	33.7
500.410 Communications	41,000.00	41,000.00	27,295.53	6,018.19	0.00	13,704.47	66.6
500.430 Electric Service	42,000.00	42,000.00	17,823.70	2,846.46	0.00	24,176.30	42.4
500.431 Water Service	120,000.00	120,000.00	76,597.88	13,225.42	0.00	43,402.12	63.8
500.433 Electric Service-Streets	55,000.00	55,000.00	26,715.51	4,427.07	0.00	28,284.49	48.6
500.445 Equip Rent/Lease	15,000.00	15,000.00	783.34	166.62	0.00	14,216.66	5.2
500.460 Equipment Maintenance	20,000.00	20,000.00	13,035.59	952.82	0.00	6,964.41	65.2
500.461 Vehicle Maintenance	14,000.00	14,000.00	8,382.82	2,196.34	0.00	5,617.18	59.9
500.462 Fuel	19,000.00	19,000.00	7,538.92	1,641.49	0.00	11,461.08	39.7
500.463 Service Maintenance Contracts	12,800.00	12,800.00	19,355.59	1,104.00	0.00	-6,555.59	151.2
500.470 Radio Maintenance	2,400.00	2,400.00	0.00	0.00	0.00	2,400.00	0.0
500.498 Storm Drain Rehab/Maint	80,000.00	80,000.00	21,635.00	1,430.00	0.00	58,365.00	27.0
500.508 Postage	400.00	400.00	120.41	65.16	0.00	279.59	30.1
500.510 Office Supplies	2,000.00	2,000.00	459.94	0.00	0.00	1,540.06	23.0
500.520 Bldg. Maintenance	65,000.00	65,000.00	29,699.82	6,722.54	0.00	35,300.18	45.7
500.525 Uniform Expense	8,500.00	8,500.00	7,110.49	1,004.20	0.00	1,389.51	83.7
500.529 Street Light Maintenance	18,065.00	18,065.00	15,063.19	3,809.00	0.00	3,001.81	83.4
500.530 Street Maint Repair Supply	90,000.00	90,000.00	29,195.72	1,194.53	0.00	60,804.28	32.4
500.531 Grounds Maint/Landscaping	40,000.00	40,000.00	36,139.66	2,955.44	0.00	3,860.34	90.3
500.532 Signs	15,000.00	15,000.00	5,659.00	2,992.50	0.00	9,341.00	37.7
500.534 Sidewalk Maint Repair	25,000.00	25,000.00	13,369.29	13,369.29	9,799.29	1,831.42	92.7
500.535 Flags	1,500.00	1,500.00	607.95	607.95	0.00	892.05	40.5
500.540 Dues & Subscriptions	1,500.00	1,500.00	1,090.00	0.00	0.00	410.00	72.7
500.545 Training	6,800.00	6,800.00	0.00	0.00	0.00	6,800.00	0.0
500.547 Hurricane Expenditure	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.0
500.550 Operating Expenses	65,000.00	65,000.00	36,834.01	10,896.39	0.00	28,165.99	56.7
500.624 Capital Outlay-Bldg. Improvemt	159,500.00	159,500.00	37,951.80	11,552.00	18,529.20	103,019.00	35.4
500.640 Capital Outlay - Equip't & Mach	20,825.00	20,825.00	0.00	0.00	0.00	20,825.00	0.0
500.644 Capital Outlay-Vehicles	43,710.00	43,710.00	11,898.10	1,966.27	0.00	31,811.90	27.2
Mun Svcs - Public Works Div	2,619,290.00	2,622,322.00	1,159,907.13	208,149.61	28,328.49	1,434,086.38	45.3
Dept: 572.000 Recreation							
500.311 Advertisements	1,650.00	1,650.00	26.92	26.92	0.00	1,623.08	1.6
500.342 Senior Rec. Ctr. Contract	90,000.00	90,000.00	38,899.98	6,483.33	0.00	51,100.02	43.2
500.343 Beach Maintenance Contract	264,000.00	264,000.00	124,158.50	20,500.00	0.00	139,841.50	47.0
500.345 Contractual Services	26,500.00	26,500.00	26,500.00	0.00	0.00	0.00	100.0
500.347 Programs	8,500.00	8,500.00	0.00	0.00	0.00	8,500.00	0.0

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Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 3/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 572.000 Recreation							
500.430 Electric Service	800.00	800.00	246.37	43.96	0.00	553.63	30.8
500.460 Equipment Maintenance	8,000.00	8,000.00	10,401.39	1,834.75	0.00	-2,401.39	130.0
500.469 Buoy Maintenance	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.0
500.495 Special Events	70,000.00	70,000.00	2,928.87	-6,869.10	0.00	67,071.13	4.2
500.510 Office Supplies	650.00	650.00	0.00	0.00	0.00	650.00	0.0
500.520 Bldg. Maintenance	45,000.00	45,000.00	11,867.43	262.38	0.00	33,132.57	26.4
500.536 Sea Oats	12,000.00	12,000.00	1,469.20	0.00	0.00	10,530.80	12.2
500.550 Operating Expenses	82,000.00	82,000.00	48,022.90	3,578.06	1,036.52	32,940.58	59.8
500.640 Capital Outlay - Equipt & Mach	32,500.00	32,500.00	16,870.00	0.00	0.00	15,630.00	51.9
Recreation	650,600.00	650,600.00	281,391.56	25,860.30	1,036.52	368,171.92	43.4
Dept: 581.100 Interfund Transfers							
500.910 Transfer to CIP Fund	0.00	751,467.00	0.00	0.00	0.00	751,467.00	0.0
Interfund Transfers	0.00	751,467.00	0.00	0.00	0.00	751,467.00	0.0
Expenditures	13,108,247.00	14,025,714.00	6,029,341.93	990,886.57	46,438.05	7,949,934.02	43.3
Net Effect for General Fund	0.00	0.00	4,507,719.63	-373,054.74	46,438.05	-4,461,281.58	0.0
Change in Fund Balance:			4,507,719.63				

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Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 3/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 101 - Special Revenue-Police Conf							
Revenues							
Dept: 306.000 Miscellaneous Revenues							
369.100 Miscellaneous Revenues	0.00	0.00	626.40	2.93	0.00	-626.40	0.0
Miscellaneous Revenues	0.00	0.00	626.40	2.93	0.00	-626.40	0.0
Revenues	0.00	0.00	626.40	2.93	0.00	-626.40	0.0
Net Effect for Special Revenue-Police Conf	0.00	0.00	626.40	2.93	0.00	-626.40	0.0
Change in Fund Balance:			626.40				

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Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 3/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 102 - Building Fund							
Revenues							
Dept: 302.100 Building Permit and Inpection							
322.100 Building Permits	673,834.00	673,834.00	406,948.93	115,731.09	0.00	266,885.07	60.4
322.105 Fire Plan Review Fees	10,000.00	10,000.00	5,543.83	1,143.83	0.00	4,456.17	55.4
Building Permit and Inpection	683,834.00	683,834.00	412,492.76	116,874.92	0.00	271,341.24	60.3
Revenues	683,834.00	683,834.00	412,492.76	116,874.92	0.00	271,341.24	60.3
Expenditures							
Dept: 524.100 Building							
500.120 Regular Salaries	73,650.00	73,650.00	30,515.62	3,594.68	0.00	43,134.38	41.4
500.210 Employer FICA Taxes	5,700.00	5,700.00	2,270.58	372.86	0.00	3,429.42	39.8
500.220 Retirement	13,000.00	13,000.00	4,599.09	422.37	0.00	8,400.91	35.4
500.230 Group Insurance	17,154.00	17,154.00	6,681.19	1,319.36	0.00	10,472.81	38.9
500.310 Legal Expense	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.402 Building Permit Services	569,330.00	569,330.00	220,989.12	104,852.82	0.00	348,340.88	38.8
500.550 Operating Expenses	0.00	0.00	426.79	0.00	0.00	-426.79	0.0
Building	683,834.00	683,834.00	265,482.39	110,562.09	0.00	418,351.61	38.8
Expenditures	683,834.00	683,834.00	265,482.39	110,562.09	0.00	418,351.61	38.8
Net Effect for Building Fund	0.00	0.00	147,010.37	6,312.83	0.00	-147,010.37	0.0
Change in Fund Balance:			147,010.37				

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Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 3/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 103 - Sewer Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	0.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Appropriated Fund Balance	0.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Dept: 304.000 Charges for Services							
343.500 Sewer Fees	1,128,896.00	1,128,896.00	628,549.11	122,458.76	0.00	500,346.89	55.7
Charges for Services	1,128,896.00	1,128,896.00	628,549.11	122,458.76	0.00	500,346.89	55.7
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	2,000.00	2,000.00	96.82	17.73	0.00	1,903.18	4.8
Miscellaneous Revenues	2,000.00	2,000.00	96.82	17.73	0.00	1,903.18	4.8
Revenues	1,130,896.00	1,230,896.00	628,645.93	122,476.49	0.00	602,250.07	51.1
Expenditures							
Dept: 535.000 Sanitary Sewers							
500.120 Regular Salaries	78,000.00	78,000.00	37,634.05	5,768.69	0.00	40,365.95	48.2
500.140 Overtime Salaries	5,250.00	5,250.00	1,780.93	480.92	0.00	3,469.07	33.9
500.210 Employer FICA Taxes	6,200.00	6,200.00	3,005.83	476.56	0.00	3,194.17	48.5
500.220 Retirement	15,500.00	15,500.00	6,219.99	931.69	0.00	9,280.01	40.1
500.230 Group Insurance	11,178.00	11,178.00	6,276.32	790.71	0.00	4,901.68	56.1
500.315 Professional Services	12,500.00	12,500.00	0.00	0.00	0.00	12,500.00	0.0
500.340 Sewer/Wastewater	680,340.00	680,340.00	425,151.55	64,412.42	0.00	255,188.45	62.5
500.345 Contractual Services	88,000.00	88,000.00	8,689.80	1,448.30	0.00	79,310.20	9.9
500.430 Electric Service	18,000.00	18,000.00	10,917.70	1,490.07	0.00	7,082.30	60.7
500.431 Water Service	360.00	360.00	123.00	40.09	0.00	237.00	34.2
500.459 Sewer Line Maintenance	17,500.00	117,500.00	1,075.00	1,075.00	0.00	116,425.00	0.9
500.465 Pump Station Maintenance	3,000.00	3,000.00	376.94	0.00	0.00	2,623.06	12.6
500.497 Contingency	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
500.550 Operating Expenses	2,250.00	2,250.00	490.41	0.00	0.00	1,759.59	21.8
500.630 Cap Outlay Imp other than bldg	71,993.00	71,993.00	0.00	0.00	6,314.00	65,679.00	8.8
500.640 Capital Outlay - Equipt & Mach	20,825.00	20,825.00	0.00	0.00	0.00	20,825.00	0.0
Sanitary Sewers	1,130,896.00	1,230,896.00	501,741.52	76,914.45	6,314.00	722,840.48	41.3
Expenditures	1,130,896.00	1,230,896.00	501,741.52	76,914.45	6,314.00	722,840.48	41.3
Net Effect for Sewer Fund	0.00	0.00	126,904.41	45,562.04	6,314.00	-120,590.41	0.0
Change in Fund Balance:			126,904.41				

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Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 3/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 115 - Fire Fund							
Revenues							
Dept: 301.050 Fire Assessment							
311.200 Property Tax-Fire Assessment	1,031,646.00	1,031,646.00	948,024.29	21,111.53	0.00	83,621.71	91.9
Fire Assessment	1,031,646.00	1,031,646.00	948,024.29	21,111.53	0.00	83,621.71	91.9
Dept: 304.000 Charges for Services							
342.210 Fire Inspection Fees	33,000.00	33,000.00	32,021.74	909.00	0.00	978.26	97.0
Charges for Services	33,000.00	33,000.00	32,021.74	909.00	0.00	978.26	97.0
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	1,500.00	1,500.00	99.17	23.83	0.00	1,400.83	6.6
Miscellaneous Revenues	1,500.00	1,500.00	99.17	23.83	0.00	1,400.83	6.6
Revenues	1,066,146.00	1,066,146.00	980,145.20	22,044.36	0.00	86,000.80	91.9
Expenditures							
Dept: 522.000 Fire Department							
500.151 Fire Dept Pension	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
500.315 Professional Services	69,500.00	69,500.00	7,255.50	4,181.00	0.00	62,244.50	10.4
500.320 Audit Expense	8,000.00	8,000.00	500.00	500.00	0.00	7,500.00	6.3
500.345 Contractual Services	888,619.00	888,619.00	444,309.48	74,051.58	0.00	444,309.52	50.0
500.520 Bldg. Maintenance	250.00	250.00	1,828.00	0.00	0.00	-1,578.00	731.2
500.624 Capital Outlay-Bldg. Improvemt	21,777.00	21,777.00	3,975.00	0.00	0.00	17,802.00	18.3
500.644 Capital Outlay-Vehicles	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
500.912 Transfer to General Fund	22,000.00	22,000.00	11,000.00	5,500.00	0.00	11,000.00	50.0
Fire Department	1,066,146.00	1,066,146.00	468,867.98	84,232.58	0.00	597,278.02	44.0
Expenditures	1,066,146.00	1,066,146.00	468,867.98	84,232.58	0.00	597,278.02	44.0
Net Effect for Fire Fund	0.00	0.00	511,277.22	-62,188.22	0.00	-511,277.22	0.0
Change in Fund Balance:			511,277.22				

REVENUE/EXPENDITURE REPORT

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Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 3/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 300 - Capital Project Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	3,000,000.00	3,000,000.00	0.00	0.00	0.00	3,000,000.00	0.0
380.204 Appropriated from El Mar Reser	672,997.00	0.00	0.00	0.00	0.00	0.00	0.0
380.207 Appropriated from General Fund	0.00	751,467.00	0.00	0.00	0.00	751,467.00	0.0
380.210 Appropriated from Parking Fund	3,697,960.00	949,490.00	949,490.00	0.00	0.00	0.00	100.0
Appropriated Fund Balance	7,370,957.00	4,700,957.00	949,490.00	0.00	0.00	3,751,467.00	20.2
Dept: 303.000 Intergovernmental Revenues							
334.928 Broward County-Palm Club Sewer	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0
Intergovernmental Revenues	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	0.00	0.00	246.49	40.57	0.00	-246.49	0.0
361.104 Pompano Beach-Palm Club Sewer	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0
Miscellaneous Revenues	150,000.00	150,000.00	246.49	40.57	0.00	149,753.51	0.2
Revenues	7,670,957.00	5,000,957.00	949,736.49	40.57	0.00	4,051,220.51	19.0
Expenditures							
Dept: 519.000 General							
500.120 Regular Salaries	29,720.00	29,720.00	14,234.76	2,106.66	0.00	15,485.24	47.9
500.210 Employer FICA Taxes	2,300.00	2,300.00	1,088.96	161.16	0.00	1,211.04	47.3
500.220 Retirement	8,200.00	8,200.00	6,102.17	1,216.81	0.00	2,097.83	74.4
500.230 Group Insurance	5,737.00	5,737.00	3,336.13	526.51	0.00	2,400.87	58.2
General	45,957.00	45,957.00	24,762.02	4,011.14	0.00	21,194.98	53.9
Dept: 519.155 A1A Hibiscus Crosswalk							
500.630 Cap Outlay Imp other than bldg	0.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
A1A Hibiscus Crosswalk	0.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
Dept: 519.162 Town Hall Complex							
500.624 Capital Outlay-Bldg. Improvemt	0.00	125,000.00	0.00	0.00	0.00	125,000.00	0.0
Town Hall Complex	0.00	125,000.00	0.00	0.00	0.00	125,000.00	0.0
Dept: 539.157 CIP-VISITOR'S CENTER							
500.624 Capital Outlay-Bldg. Improvemt	75,000.00	95,000.00	89,692.00	0.00	0.00	5,308.00	94.4
CIP-VISITOR'S CENTER	75,000.00	95,000.00	89,692.00	0.00	0.00	5,308.00	94.4
Dept: 559.023 Dredging Study							
500.630 Cap Outlay Imp other than bldg	0.00	0.00	1,441.25	0.00	0.00	-1,441.25	0.0
Dredging Study	0.00	0.00	1,441.25	0.00	0.00	-1,441.25	0.0
Dept: 559.024 East Terra Mar Drive							
500.630 Cap Outlay Imp other than bldg	1,150,000.00	1,150,000.00	866,836.09	4,902.19	1,014,388.00	-731,224.09	163.6
East Terra Mar Drive	1,150,000.00	1,150,000.00	866,836.09	4,902.19	1,014,388.00	-731,224.09	163.6
Dept: 559.025 Bel Air -Seawall Repair- East							
500.630 Cap Outlay Imp other than bldg	0.00	225,000.00	0.00	0.00	0.00	225,000.00	0.0
Bel Air -Seawall Repair- East	0.00	225,000.00	0.00	0.00	0.00	225,000.00	0.0
Dept: 559.026 Canal Dredging							
500.630 Cap Outlay Imp other than bldg	0.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
Canal Dredging	0.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
Dept: 572.107 A1A LFA Pine Ave to Terra Mar							
500.630 Cap Outlay Imp other than bldg	0.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
A1A LFA Pine Ave to Terra Mar	0.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Dept: 572.200 Beach Renourishment							

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Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 3/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 300 - Capital Project Fund							
Expenditures							
Dept: 572.200 Beach Renourishment							
500.630 Cap Outlay Imp other than bldg	75,000.00	75,000.00	1,115.00	0.00	0.00	73,885.00	1.5
Beach Renourishment	75,000.00	75,000.00	1,115.00	0.00	0.00	73,885.00	1.5
Dept: 575.201 Pedestrian Amenities							
500.630 Cap Outlay Imp other than bldg	0.00	75,000.00	0.00	0.00	0.00	75,000.00	0.0
Pedestrian Amenities	0.00	75,000.00	0.00	0.00	0.00	75,000.00	0.0
Dept: 576.129 Palm Club Sewer							
500.630 Cap Outlay Imp other than bldg	2,550,000.00	2,550,000.00	6,003.50	127.50	0.00	2,543,996.50	0.2
Palm Club Sewer	2,550,000.00	2,550,000.00	6,003.50	127.50	0.00	2,543,996.50	0.2
Dept: 576.135 Street Project Design-Codringt							
500.629 Capital Outlay - Design/Permit	0.00	120,000.00	0.00	0.00	0.00	120,000.00	0.0
Street Project Design-Codringt	0.00	120,000.00	0.00	0.00	0.00	120,000.00	0.0
Dept: 576.136 Street Proj,Design-Boug/Poinci							
500.629 Capital Outlay - Design/Permit	0.00	240,000.00	0.00	0.00	0.00	240,000.00	0.0
Street Proj,Design-Boug/Poinci	0.00	240,000.00	0.00	0.00	0.00	240,000.00	0.0
Dept: 576.137 Street Sufficiency Study							
500.630 Cap Outlay Imp other than bldg	0.00	25,000.00	0.00	0.00	0.00	25,000.00	0.0
Street Sufficiency Study	0.00	25,000.00	0.00	0.00	0.00	25,000.00	0.0
Dept: 577.100 Friedt Park							
500.630 Cap Outlay Imp other than bldg	25,000.00	0.00	60.00	0.00	0.00	-60.00	0.0
Friedt Park	25,000.00	0.00	60.00	0.00	0.00	-60.00	0.0
Dept: 579.169 Greenway- El Mar Drive							
500.630 Cap Outlay Imp other than bldg	3,750,000.00	75,000.00	59,243.00	445.00	0.00	15,757.00	79.0
Greenway- El Mar Drive	3,750,000.00	75,000.00	59,243.00	445.00	0.00	15,757.00	79.0
Expenditures	7,670,957.00	5,000,957.00	1,049,152.86	9,485.83	1,014,388.00	2,937,416.14	41.3
Net Effect for Capital Project Fund	0.00	0.00	-99,416.37	-9,445.26	1,014,388.00	1,113,804.37	0.0
Change in Fund Balance:			-99,416.37				

REVENUE/EXPENDITURE REPORT

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Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 3/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 310 - Parking Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	3,697,960.00	949,490.00	0.00	0.00	0.00	949,490.00	0.0
Appropriated Fund Balance	3,697,960.00	949,490.00	0.00	0.00	0.00	949,490.00	0.0
Dept: 302.000 Licenses & Permits							
313.101 PILOP Fee	10,537.00	10,537.00	10,000.00	0.00	0.00	537.00	94.9
Licenses & Permits	10,537.00	10,537.00	10,000.00	0.00	0.00	537.00	94.9
Dept: 304.000 Charges for Services							
344.500 Parking Permits	100,000.00	100,000.00	84,456.22	8,400.25	0.00	15,543.78	84.5
344.520 Parking Agreements	62,998.00	62,998.00	65,330.76	0.00	0.00	-2,332.76	103.7
344.551 South Ocean	108,500.00	108,500.00	78,906.19	29,293.14	0.00	29,593.81	72.7
344.552 Ocean Front Meters	250,000.00	250,000.00	151,475.64	33,099.27	0.00	98,524.36	60.6
344.553 Commercial Blvd. Meters	140,000.00	140,000.00	53,631.70	13,998.83	0.00	86,368.30	38.3
344.554 Parking Meters - Beach	213,000.00	213,000.00	116,403.61	29,309.53	0.00	96,596.39	54.6
344.556 El Prado Parking Lot	260,000.00	260,000.00	204,666.94	63,046.40	0.00	55,333.06	78.7
344.558 Town Hall Parking Lot	10,000.00	10,000.00	8,647.51	2,922.13	0.00	1,352.49	86.5
344.559 El Mar Parking Lot	175,000.00	175,000.00	113,104.37	26,031.83	0.00	61,895.63	64.6
344.560 A1A Parking Lot	310,000.00	310,000.00	195,825.78	60,390.88	0.00	114,174.22	63.2
344.563 Bougainvillea/ Poinciana	35,000.00	35,000.00	69,622.03	20,419.32	0.00	-34,622.03	198.9
344.564 Eastward Strand Parking Spaces	0.00	0.00	27,015.20	0.00	0.00	-27,015.20	0.0
Charges for Services	1,664,498.00	1,664,498.00	1,169,085.95	286,911.58	0.00	495,412.05	70.2
Dept: 305.000 Fines & Forfeitures							
354.100 Parking Fines	75,000.00	75,000.00	98,180.89	19,409.89	0.00	-23,180.89	130.9
Fines & Forfeitures	75,000.00	75,000.00	98,180.89	19,409.89	0.00	-23,180.89	130.9
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	2,000.00	2,000.00	334.13	61.68	0.00	1,665.87	16.7
Miscellaneous Revenues	2,000.00	2,000.00	334.13	61.68	0.00	1,665.87	16.7
Revenues	5,449,995.00	2,701,525.00	1,277,600.97	306,383.15	0.00	1,423,924.03	47.3
Expenditures							
Dept: 545.000 Parking Operations							
500.120 Regular Salaries	154,300.00	154,300.00	70,203.81	8,230.40	0.00	84,096.19	45.5
500.140 Overtime Salaries	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.210 Employer FICA Taxes	12,000.00	12,000.00	5,215.53	604.14	0.00	6,784.47	43.5
500.220 Retirement	22,000.00	22,000.00	10,275.27	1,646.08	0.00	11,724.73	46.7
500.230 Group Insurance	44,828.00	44,828.00	24,333.31	3,461.39	0.00	20,494.69	54.3
500.345 Contractual Services	311,974.00	311,974.00	138,375.13	14,397.89	0.00	173,598.87	44.4
500.353 Parking Alternatives	174,000.00	174,000.00	101,432.65	54,163.42	0.00	72,567.35	58.3
500.410 Communications	8,300.00	8,300.00	664.58	87.32	0.00	7,635.42	8.0
500.430 Electric Service	4,800.00	4,800.00	2,269.21	375.88	0.00	2,530.79	47.3
500.431 Water Service	22,000.00	22,000.00	7,445.41	1,742.51	0.00	14,554.59	33.8
500.445 Equip Rent/Lease	13,646.00	13,646.00	0.00	0.00	0.00	13,646.00	0.0
500.461 Vehicle Maintenance	5,000.00	5,000.00	1,027.45	1,027.45	0.00	3,972.55	20.5
500.462 Fuel	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
500.463 Service Maintenance Contracts	28,710.00	28,710.00	18,810.00	0.00	0.00	9,900.00	65.5
500.497 Contingency	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.0
500.506 Printing & Binding	7,900.00	7,900.00	5,649.58	0.00	0.00	2,250.42	71.5
500.508 Postage	2,000.00	2,000.00	445.22	49.28	0.00	1,554.78	22.3
500.510 Office Supplies	1,000.00	1,000.00	116.48	0.00	0.00	883.52	11.6
500.525 Uniform Expense	3,000.00	3,000.00	775.22	0.00	0.00	2,224.78	25.8
500.532 Signs	8,000.00	8,000.00	3,282.80	971.00	0.00	4,717.20	41.0
500.533 Parking Meter Parts-Supplies	30,750.00	30,750.00	6,434.47	0.00	0.00	24,315.53	20.9
500.545 Training	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.550 Operating Expenses	20,000.00	20,000.00	6,324.91	336.69	0.00	13,675.09	31.6
500.630 Cap Outlay Imp other than bldg	12,000.00	12,000.00	-90.00	-90.00	0.00	12,090.00	-0.8
500.640 Capital Outlay - Equip't & Mach	28,300.00	28,300.00	7,424.14	2,090.00	0.00	20,875.86	26.2

REVENUE/EXPENDITURE REPORT

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Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 3/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 310 - Parking Fund							
Expenditures							
Dept: 545.000 Parking Operations							
500.644 Capital Outlay-Vehicles	0.00	0.00	4,814.12	798.36	0.00	-4,814.12	0.0
Parking Operations	950,508.00	950,508.00	415,229.29	89,891.81	0.00	535,278.71	43.7
Dept: 581.100 Interfund Transfers							
500.910 Transfer to CIP Fund	3,697,960.00	949,490.00	949,490.00	0.00	0.00	0.00	100.0
500.912 Transfer to General Fund	801,527.00	801,527.00	400,763.50	200,381.75	0.00	400,763.50	50.0
Interfund Transfers	4,499,487.00	1,751,017.00	1,350,253.50	200,381.75	0.00	400,763.50	77.1
Expenditures	5,449,995.00	2,701,525.00	1,765,482.79	290,273.56	0.00	936,042.21	65.4
Net Effect for Parking Fund	0.00	0.00	-487,881.82	16,109.59	0.00	487,881.82	0.0
Change in Fund Balance:			-487,881.82				
Grand Total Net Effect:	0.00	0.00	4,706,239.84	-376,700.83	1,067,140.05	-3,639,099.79	

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of March
2021

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 3/31/2021	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
001 General Fund:									
SunTrust	101.000	8015	Master Account	Advantage NOW	SunTrust	12,033,430.52	0.02%	171.39	926.94
SunTrust	101.009	6876	Emergency Reserve	Advantage NOW	SunTrust	2,500,000.00	0.02%	Included Above	Included Above
GENERAL FUND						14,533,430.52		171.39	926.94
SBA	101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	173,909.09	0.13%	19.57	166.59
SBA	101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	84,374.26	0.13%	9.49	80.85
GENERAL FUND						258,283.35		29.06	247.44
GENERAL FUND						14,791,713.87		200.45	1,174.38
101 Police Forfeiture & Training									
SunTrust	101.100	9613	Police Forfeiture Fund	Advantage NOW	SunTrust	14,369.43	0.02%	Included Above	Included Above
POLICE FUND						14,369.43		0.00	0.00
103 Sewer Enterprise Fund									
SunTrust	101.105	9999	Cash	Advantage NOW	SunTrust	1,479,361.48	0.02%	17.73	96.82
SEWER FUND						1,479,361.48		17.73	96.82
115 Fire Fund:									
SunTrust	101.109	5379	Fire Fund Account	Advantage NOW		1,995,048.73	0.02%	23.83	99.17
FIRE FUND						1,995,048.73		23.83	99.17
300 Capital Improvement Fund:									
SunTrust	101.115	0010	Cash	Advantage NOW	SunTrust	3,445,652.63	0.02%	40.57	246.49
CAPITAL IMPROVEMENT FUND						3,445,652.63		40.57	246.49
310 Parking Improvement Fund									
SunTrust	101.125	0120	Parking Improvement Account	Advantage NOW	SunTrust	5,214,375.11	0.02%	61.68	332.37
SunTrust	101.128	8554	PILOP Account	Advantage NOW	SunTrust	42,621.00	0.02%	0.50	2.27
PARKING FUND						5,256,996.11		62.18	334.64
102 Building Fund									
SunTrust	101.104	8686	Building Account	Advantage NOW	SunTrust	248,018.02	0.02%	1.87	3.81
BUILDING FUND						248,018.02		1.87	3.81
ALL FUNDS						27,231,160.27		346.63	1,955.31

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of March
2021

Summary by Investment Type		Amount	Percent
Interest Bearing Checking		26,972,876.92	99%
Non-interest Bearing Checking		0.00	0%
SBA Trust Fund/Pools		258,283.35	1%
Repurchase Agreements		0.00	0%
Money Market Funds		0.00	0%
U.S. Securities/Treasuries		0.00	0%
U.S. Federal Agencies		0.00	0%
Federal Instrumentalities		0.00	0%
GRAND TOTAL		27,231,160.27	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	14,791,713.87	54%
	Police Fund	14,369.43	0%
	Sewer Fund	1,479,361.48	5%
	Fire Fund	1,995,048.73	7%
	Building Fund	248,018.02	1%
	Capital Improvement Fund	3,445,652.63	13%
	Parking Fund	5,256,996.11	19%
GRAND TOTAL		27,231,160.27	100%

Summary by Bank/Pool		Amount	Percent
	SunTrust	26,972,876.92	99%
	Florida Prime/State Board of Admin.	258,283.35	1%
GRAND TOTAL		27,231,160.27	100%



Town Commission Agenda Item Report

Meeting Date: April 27, 2021

Submitted By: Linda Connors

Submitting Department: Administration

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report for April 27, 2021 (Linda Connors, Interim Town Manager)

Explanation: Following is the Interim Town Manager's report for April 27, 2021.

1. Shuttle Expansion

The Pelican Hopper is administered through an ILA with Broward County Transit (BCT). BCT is currently seeking new opportunities to improve this program and they plan on funding these improvements with their allocation of the Penny Surtax Funding. To take advantage of this opportunity, we would like to add another shuttle to our existing route to make the service more efficient and convenient for our ridership. We also would like to collaborate with Fort Lauderdale to propose connecting the LBTS and FTL routes so that our riders will have a better connection to Fort Lauderdale and vice versa. Submissions for funding requests are due to BCT at the beginning of May. There would be no additional financial impact to the Town.

Required Action: Provide Commission's direction regarding the submittal for funding requests for the additional Pelican Hopper shuttle.

2. RM25 Zoning District – 60' provision

At our last meeting, two people spoke during public comment asking for you to consider changing the Town's regulation prohibiting short term tenancy in the RM25 Zoning District on lots less than 60' in width and west of Bougainvillea Drive.

Town staff has researched this provision previously and we are not sure what was the original intent of the legislation. What we have found over the years, is that the legislation is confusing, and it is not encouraging redevelopment of these older multi-family properties. Because it discourages rental properties in the zoning district that allows rentals, it instead encourages those persons to purchase in our single-family residential areas.

Required Action: Provide staff direction whether to move forward with an ordinance to amend the code. This would include a review by the Planning and Zoning Board since it is a zoning issue.

3. Smoke Shop Distance Requirement

A third smoke shop recently opened in the Town. We do not have a large commercial district, and some residents have expressed concerns that we are getting too many of these types of shops in Town. The Town Attorney informed us that we can include a distance requirement for these businesses like what we currently have for package and convenience stores.

Required Action: Provide staff direction regarding drafting an ordinance to create a distance requirement for smoke shops.

4. Election Costs

Earlier this month, the Supervisor of Election, Joe Scott, gave the Town his estimate for the price of our 2022 Municipal Election. The cost has increased from \$2,300 for the 2020 Municipal Election to an estimated \$12,800 for the 2022 Municipal Election. All Broward municipalities have received a similar increase to their election cost for 2022. The Florida Association of Clerks is meeting with Mr. Scott on April 21st to discuss the increase. We will keep you informed.

5. Vendors

In reviewing our website, I noticed that we did not have a comprehensive list of all the Town's vendors. It is important that we are transparent, but also to make sure that you all are aware of our vendors to eliminate any conflicts that may trigger an ethics violation. Tedra has since posted the current list which is available here:

<https://www.lauderdalebythesea-fl.gov/DocumentCenter/View/1685/Town-Vendor-List-April-2021>

6. New Staff



Frederick Murray started April 16th and will be working with the Buildings and Public Lands Division of the Public Works department and will be cross trained with the Streets and

Infrastructure Division. He previously worked part-time with the City of Plantation in the Parks and Recreation Division. We are excited to have him on our Team.

7. Facility Hardening Progress

Ken informs me that the new storm shutters were installed on Town Hall’s administration building last weekend and the windows on the Development Services Building were replaced last Tuesday. The fuel tanks that were approved as a Town Manager emergency allocation have arrived and will be installed by the end of April. The generator for Town Hall/Public Works buildings is on order and has a 4-to-5-month lead time for delivery. The Town Hall roof, which is in this year’s budget related to hardening, is on tonight’s agenda.

8. BSO Enhanced Visibility

The Town has had extra staffing in the Downtown area since COVID began. In January, we reduced BSO’s presence to one officer for four evenings a week. These additional overtime shifts were scheduled to occur through Mother’s Day. Tom Palmer is confident that the normal staffing levels are sufficient, and the overtime budget will cover any additional shifts over the normal budget.

9. Let’s Celebrate the LBTS Employee Old-Timers!



Over the past few Town Manager reports, I have been highlighting employees when they reach the five-year mark. I would be remiss if I did not acknowledge our employees that have been with the town for more than that. We have 33 total Town employees and an astonishing 23 have been with the Town for five years or more! So, to all these old-timers many of which are pictured here – thank you for your service!

10. Commission Workshop Schedule

Date	Time	Topic
May 11 th	5:00 PM	5 Year CIP

Attachments:

Updated Action Plan

AREA 1: SUSTAINABILITY ● RESILIENCY ● ENVIRONMENT

Goal 1.1	PROTECT THE BEACH	
1.1.1	Planting took place at Coastal Arms Dune on 1-18-20 & 2-8-20 Post and rope was added around the new dune in February 2020 10-27-20 - Invasive species were removed from the Pine ave portal and replaced with native dune vegetation. Staff will continue to removed invasive species over the next year and replant appropriate species.	Ken Rubach
1.1.2	January 2020 Staff has begun working with a consultant on the initial steps to creating a dune management plan, this is expected to	
Goal 1.2	PROTECT EXISTING CORAL REEFS AND DEVELOP NEW ONES	Steve d'Oliveira
1.2.1	Update Commission in March/April on latest out-planting. Explore media coverage for our second 5-year coral restoration project This project was recently featured in the Channel 6 feature on our environmental channel 4-13-21 - Channel 6 featured our coral restoraton program in 2020 due to the pandemic NSU's latest coral outplant day was February 17, 2021. It has outplanted 1200 staghorn colonies and 60 colonies of 2 additonal stony coral species (mustard hill coral-porities asteroids and lettuce coral - Agaricia agaricites). NSU is planning to outplant some colonies of 2 more species (great start coral - Montastraea cavernosa and brain coral Pseudodiaploria clivosa) this spring. Beyond this spring NSU is still in the planning stages for the rest of 2021.	Steve d'Oliveira
1.2.2	Coordinate with Broward county on their mitigation reef project stemming from the Segment II beach re-nourishment project. The County plans to deploy several acres of concrete reef modules in 20 feet of water north and south of the pier. The project was held up due to a bid appeal. The bid has now been awarded. Construction may possibly begin this summer. Waiting on final word from the county 4-7-21 Construction is scheduled to begin summer 2021. No specific date has been released. 4-21-21 Construction is expected to begin summer 2021. We are waiting on a start date from Broward County	Steve d'Oliveira
1.2.3	Fund Phase II plantings of the NSU Staghorn Coral project in LBTS. COMPLETE 2-20-2020 1,000 corals were out-planted in December 2019. NSU plans to plant 500 more corals by April and 500 more in the fall. 3-16-21 NSU reported a successful late 2020 and early 2021 coral outplant session. The latest outplant was 2-17-21 To date NSU has outplanted 1200 staghorn colonies and 60 colonies of two additional stony coral species: mustard hill coral - porities asteroids, and lettuce coral - Agaricia agaricites. It is planning to outplant some colonies of 2 more species (great star coral - Montastraea cavernosa and brain coral Pseudodiaploria clivosa) this spring. Beyond this spring NSU is still in the planning stages for the rest of 2021.	
1.2.4	Implement a limestone boulder project to create a new habitat for tropical fish that can be easily accessed by snorkelers. The proposal calls for placing several tons of limestone boulders in 12 feet of water off El Prado Park close to swim buoys. 7-21-20 Because of the pandemic, staff recommends waiting until the economy recovers, as a TDC reef grant will probably not be feasible until tourism dollars rebound.	

Goal 1.3	PROACTIVELY ADDRESS LOCAL LEA LEVEL RISE ISSUES	
1.3.1	Evaluate seawall standards and recommend ordinance 9-26-18 - Collected recent seawall ordinances. Waiting for County and Corp of Engineers' study 10-23-18 - Municipal seawall workshop on Nov. 16, 2018 - staff attended 9-26-19 - The Planning Council will review language regarding resiliency that includes regulations regarding sea wall height at the September 26, 2019 meeting 5-26-20 - The county approved a Countywide standard on March 31, 2020. Development Services staff will moving forward to ensure the Town is in compliance with the County's new regulations regarding sea wall height. County deadline is March 2022. 10-27-20 - Stormwater Master Plan update has been completed and will be presented to the Commission in November	Linda Connors
1.3.2		
AREA 2: PARKING & TRANSPORTATION		
Goal 2.1	IMPROVE OUR PARKING SYSTEM	Town Manager Neysa Herrea Ken Rubach
2.1.1	Change to staff, will install EV charging station in A1A lot in March 2020	
2.1.2	Implement a system that notifies the driving the public of available parking spaces. i. Analyze the cost of the technology to identify and display available parking spaces in lots. ii. Decide whether to proceed to Requests for Proposals 4-28-20: Staff participated in call with Parking Consultant (Desman) on Thursday, April 23, to discuss potential software options and mobile applications that notifies drivers of available spaces. Consultant will submit recommendations to staff by May 8. 5-26-20 - Implement a system that notifies the driving the public of available parking spaces	

2.1.3	January 2020 - Installation of Bollards along the path of the new island adjacent to Bougainvillea/Poinciana is scheduled for Spring 2020. 4-28-20 - Conduit for bollards have been run and pouring of concrete footers anticipated the week of 4/27. Bollards will be installed once they arrive, anticipated delivery date is in May 2020 barring any COVID related delays 3-15-21 Online parking permit activation is underway, with updated parking pages and links to instructions on how to activate license plate without coming to Town Hall; Republic Parking is building separate pages for our plate activation, and we should be ready to test in May	
Goal 2.2	EVALUATE THE TOWN'S TRANSIT SERVICES / BUS SHELTERS	
2.2.1	Evaluate public transportation options and report to Commission: (Debbie Hime and Lucila Lang) i. Identify the current services. (Broward County Transit (BCT), Pelican Hopper) Broward County Transit currently has Routes 11 (North/south on A1A) and 55 (east/west on Commercial) in LBTS ii. Evaluate option to improve the efficiency of the Pelican Hopper (hours, route and frequency) 1-24-20 BCT/Penny Surtax began reimbursing Town for our current \$44 hourly rate beginning FY20 2-1-20 The new Community Shuttle route is expected to go into effect in April with a new app that is already being tested on the current route. 4-7-21 BCT has accepted our request for consideration for the new route, with the understanding that we will move forward with LBTS designated (nom-BCT) stops becoming ADA compliant in the future with Town applying for the estimated \$184k in Penny Surtax funding. Current adjusted COVID route goes to Pompano, and eliminates Bel Air and Terra Mar subdivisions. 4-7-21 Due to COVID-19 the Hopper is running a daytime schedule Monday through Saturday until further notice. With BCT requiring designated stops, we will be re-evaluating the evening route to ensure we are providing adequate service. We have identified the hoppers additional shuttle stops and await BCT to evaluate their ADA compliancy. 4-7-21 Town has designated the South Ocean Parking Lot (4321 S. Ocean Drive) the location for a ride share pickup drop off. 1-24-20 BCT is testing on demand for a year in three west Broward areas and will advise us of their test next year. 10-10-20 on hold due to COVID Bus Shelters: There are three new BCT bus shelters proposed for FY20 which are being coordinated at this time. 4-24-20 Due to COVID-19, BCT has suspended all updates to routes until further notice, so they may focus all resources on the current environment 8-11-20 Three permits have been issued for bus shelters and construction will begin on August 8th. The Town continues to work with BCT to evaluate other bus stops for shelters Ken: EV Charging Station and designated spaces have been added to parking lot.	

Goal 2.3	REDUCE CUT-THROUGH TRAFFIC IN RESIDENTIAL NEIGHBORHOODS THROUGH THE USE OF TRAFFIC CALMING INITIATIVES IN NEIGHBORHOODS	
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2.3.1	Analyze results and determine whether to continue on a more permanent basis	Tom Palmer Ken Rubach Jay Flynn
2.3.2	February 2020 portable signs use is ongoing in several areas throughout Town. FDOT is still testing the manufacturers usage of speed sign on their roadways	
Goal 2.4	REDUCE TRAFFIC, PEDESTRIAN, AND BICYCLE VIOLATIONS THROUGH INCREASED TRAFFICE ENFORCEMENT	
2.4.1	Analyze results and report to the Commission Semi Annually In 2019 there was a 5.5% decrease in traffic crashes and an increase of 10.8% in traffic citations issued as compared to 2018. The breakdown are as follows: 2018 crashes 182 vs 2019 crashes 172, 2018 citations 2,288 vs. 2019 citations 2,535. It is nearly a 50/50 split between written warnings and non-moving violations 4-27-21 - 2020 crashes and citations were not compared to 2019 due to the significant variation caused by the COVID-19 pandemic. Captain Palmer will submit crash and citation data for 2019/2020/2021 in a July 2021 meeting.	Tom Palmer
Goal 3.1	PRESERVE THE TOWN'S HISTORY	Linda Connors
3.1.1	Develop historic information markers or boards. FY17 – FY 21 Create a Mid Century Modern Map (MIMO) 4-7-21 Dev Svcs has complied the initial content draft and a meeting will be planned in late April for review.	Debbie Hime Linda Connors Steve d'Oliveira
Goal 3.2	MAINTAIN AND IMPROVE THE WALKABILITY OF THE TOWN	
3.2.1	Develop Walkability and Bike Master Plan for the main streets in Town. The FY19 budget includes \$20,000 to develop the plan. 2-26-19 Staff is drafting RFP for release in March 9-26-19 The RFP was released this summer. One firm responded. We are currently reviewing their submittal and anticipate a contract to be scheduled for the Commission agenda in November. 2-25-20 Commission approved the Corradino Group. Staff has held kick-off meeting. Consulting are gathering public information. We expect a public meeting in April. 4-28-20 The Commission hired a consultant to develop the pedestrian plan. However, the public meeting was cancelled due to COVID19. With the success of the El Mar design project's online participation efforts, the staff will propose an online participation meeting for this project as well. 5-26-10 - The Town is moving forward with the Pedestrian Plan through online participation survey that will begin on May 26 and be available for the next two weeks. 10-27-20 - Pedestrian Plan being presented to the Commission	Linda Connors

Goal 4.1	IMPROVE NEIGHBORHOODS	Linda Connors Ken Rubach
4.1.1	Neighborhood Plans. Work with neighbors that want to create a plan to improve their neighborhood. Elements of the plan may include streetscape, swale restoration, sidewalks and streetlights	
Goal 4.2	ADDRESS STORMWATER FLOODING	Ken Rubach
4.2.1	Promote the merits of swale restoration - Ongoing 9-20-19 - staff is examining where swales would have the most impact. This will be a part of the stormwater master plan Promote the merits of swale restoration - Ongoing FY21 - the master plan was presented to the Commission and complete street designs are being proposed in the CIP. E. Terra Mar Drive stormwater project was also completed. 4-27-21 Stormwater Master Plan being utilized to determining 5 year CIP Plan. First project proposed will be presented to the commission on 4/27	
Goal 4.3	DEVELOP CONCEPTS FOR A TOWN HALL/PUBLIC SAFETY COMPLEX	Ken Rubach Tom Palmer Jud Hopping
4.3.1	February 2020 - a space needs analysis is currently being conducted by a firm who met with FIRE and BSO to determine the amount of sq. footage and the types of usage needed for their operations 4-28-20 - Study has been completed and will be reviewed by staff.	
Goal 4.4	SEWER RESTORATION	
4.4.1	January 2020 - staff will line several laterals this year to test out the process and request additional funding for next year. January 2020 - staff will incorporate schedule for televising and cleaning of sewer mains. FY 21 Staff has continued cleaning and televising of sewer system. Staff will begin lining laterals in FY21	
AREA 5: ECONOMIC DEVELOPMENT		
Goal 5.1	PROMOTE THE HOTEL HOSPITALITY SECTORS	Linda Connors
5.1.1	Fast track develop building permits reviews for hotels. Ongoing	

5.1.2	The Thunderbird (4521 N Ocean) was cited for property maintenance issues and the case was heard by the Special Magistrate at the April 26, 2018 hearing. Compliance is required by May 22 nd or fines will begin to run. This property already has fines running for the lack of maintenance on its sign. These fines totaled \$730,000 as of May 2 nd . Awaiting update from attorney 8-11-20 Awaiting action plan from Attorney's office.	
Goal 5.2	Assist in making business viable on Commercial Boulevard west of Bougainville Drive	
5.2.1	January 2020- Wiring of banner poles will take place in Feb/March. Once these are wired new lights will be installed upon receiving them. Additional outlets in the islands adjacent to the businesses in the plazas will also be installed in Spring 2020 to provide additional opportunities for lighting/decorations. 9-15-20 - New Lights are installed in the Plazas	Ken Rubach
	· New benches and chairs are on order for the West Business	Ken Rubach
	· A landscaping company has been hired to focus on enhancing the West Commercial District's overall attractiveness	
	· Address guidelines to help businesses west of Bougainville to enhance their outside promotional efforts New Merchants association would like to discuss and make suggestions	Debbie Hime
	· New Holiday and Generic plaza banners have been received	Debbie Hime
	· A giant Addy chair is on order and will be tested in a plaza to gauge whether a large decorative piece will bring more foot traffic to the area 4-7-21 Chair received before COVID shut down, we are discussing new location possibly in El Prado Park	Debbie Hime
	· Coordinating a May "Addy Stroll" with West Businesses and local artists showcased in LBTS businesses for the "Addy Chair Art Project " where wooden Addy chairs will be sponsored by local businesses, painted by local artists, and showcased in the four plazas. Cancelled until next year	Debbie Hime
AREA 6: IT /PIO		
6.1.1	Complete Jarvis Hall / Community Center AV upgrades	Steve d'Oliveira
6.1.2	Town Computers/Monitors	Steve d'Oliveira
6.1.4	Proposed cyber-security measures (subscription & 45 minute test)	Steve d'Oliveira
6.1.5	Explore possible IT class/course	Steve d'Oliveira
6.1.6	Explore AT&T cyber-security options	Steve d'Oliveira
6.1.7	Possible network assessment Konica-Minolta	
6.1.8	Lunch & learn seminar in January for all employees with computers	Complete
6.1.9	January town topics	Debbie Hime
6.1.10	9-15-20 - Website updates (ongoing)/new environment pages, more info on diving. Visitor Center	Debbie Hime
6.1.11	Hire vendor for fillable forms / gov't website forms and content being updated for continuity.	

6.1.12	Explore no index uploads for docs with time-sensitive documents	Steve d'Oliveira
6.1.13	Create Town Facebook page	Steve d'Oliveira
6.1.14	Promote notify me to Town residents 4-7-21 will reasses and move forward	Debbie Hime
6.1.15	Update channel 78 graphics	Steve d'Oliveira
6.1.17	Review resources provided by CivicPlus for online fillable forms and payments, resident engagement, workflow management, finance, etc. (two year plan) – staff is meeting bi-weekly to assess each department’s needs. 4-7-21 Staff working towards getting back on track	Debbie Hime

COMMISSION ASSIGNMENTS

4/10/2018	Commission Malkoon asked that the Town evaluate the condition of the seawall on Bel Air Drive (SE 15th Street), which is owned by the Palm Club, Leisure Gardens and the Town.  Staff is currently working with a structural engineering firm to evaluate the required repairs to the the wall 3-9-21 a budget amendment will be brought fowrad to move ahead with design and construction of the new wall in FY21.	
4/10/2018	Commissioner Strauss asked that we request FDOT to conduct a safety studies of the Commercial Boulevard and West Tradewinds intersection. This would also include the concepts to relocation the west to south turn lane on Commercial at this intersection. 10-27-10 FDOT responded to staff, this intersection has very low crash rate and that there are no deficiencies associated with the existing traffic control devices at this intersection. 	
9/20/2018	Money has been budgeted in FY20 budget to repair Town owned section of the wall. Prior to repairs a survey will do done to ensure all Town owned areas are repaired.	

FY 21 BUDGETED PROJECTS & STAFF PROJECTS

1.	Evaluate switching from the quarterly Town Topics written format to an e-newsletter. FY18	Steve d'Oliveira
2.	9/20/19 We have purchased software are prepared for e-newsletter deployment - E-format is now available on gov't site 12-2-20 Town Topics is now available on the Town's website	Debbie Hime
3.	Monitor the request to FDOT to move the turn lane at the foot of the Intracoastal Bridge to the east thus closing the Commercial median at West Tradewinds. 9-20-19 Discussed with FDOT and MPO at 9/17/19 Meeting; FDOT asked Staff to formally recommend the project as they have an upcoming Commercial Blvd plan being developed.	
4.	Staff replaced overhead doors and added storm shutters to the off-site facility in FY20. Site hardening study to look at additional improvements will be proposed in FY22 budget	
5.	9/20/19: Staff has begun the process of reviewing what work needs to be done to improve site.	
6.	Evaluate the feasibility of offering beach concessions.	TBD



Town Commission Agenda Item Report

Meeting Date: April 27, 2021

Submitted By: Amy Smith

Item Type: Report

Agenda Section: Town Manager Report

Subject Title: 1st Qtr Welcome Center Report (Amy Smith, Welcome Center)

Explanation: Attached please find the 1st Qtr Welcome Center Report for the Commission's review and consideration.

Recommendation: Staff recommends the Commission accept and approve the report.

Attachments:

Ex.1 – 1st Qtr Welcome Center Report

LBTS Welcome Center
Profit & Loss Statement
Periods 1st Quarter 2021

Report Prepared By:



LAUDERDALE-BY-THE-SEA
CHAMBER OF COMMERCE

	1st Qtr	2021
Income		
Town LBTS Contribution	\$ 13,450.00	\$ 13,450.00
CVB Funds	\$ -	\$ -
TOTAL INCOME	\$ 13,450.00	\$ 13,450.00
Expense		
Office Supplies & Expense	\$ 271.52	\$ 271.52
Welcome Center Bags	\$ 301.71	\$ 301.71
Gross Visitor Center Wages	\$ 12,079.26	\$ 12,079.26
Office Maintenance	\$ -	\$ -
Postage	\$ 69.96	\$ 69.96
Printing	\$ -	\$ -
Telephone Expense	\$ 762.44	\$ 762.44
Computer Maintenance	\$ 358.13	\$ 358.13
TOTAL EXPENSES	\$ 13,843.02	\$ 13,843.02
NET INCOME	(\$393.02)	(\$393.02)

LBTS Welcome Center
Wages Report
Periods 1st Quarter 2021

	January	2021
Gross Visitor Center Wages/Consultants	\$ 12,079.26	\$ 12,079.26
TOTAL GROSS WAGES	\$ 12,079.26	\$ 12,079.26
	January	2021
TOTAL HOURS FOR MONTH	336	336

LBTS Welcome Center

Activity Report

Periods: March



LAUDERDALE-BY-THE-SEA
CHAMBER OF COMMERCE

DATE	MONTH	CATEGORY	2021	2020	2019	# CHANGE
03/31/2021	March	Car Rental Inquiries	57	14	27	33
03/31/2021	March	Diving Inquires	12	31	95	-83
03/31/2021	March	Hotel Accommodation Inquiries	726	1,514	1,929	-1,203
03/31/2021	March	Website Active Users of LBTS.com	1,956	1,803	2,509	-553
03/31/2021	March	Visitor Guides Mailed	19	14	35	-16
03/31/2021	March	Walk-In Visitors	446	430	1,143	-697

LBTS Welcome Center

Activity Report Summary

Periods: January - March



LAUDERDALE-BY-THE-SEA
CHAMBER OF COMMERCE

Category		2021	2020	Change
Year to Date	Car Rental Inquiries	145	113	32
	Diving Inquires	80	252	-172
	Hotel Accommodation Inquiries	3,063	5,242	-2,179
	Website Active Users of LBTS.com	4,783	5,978	-1,195
	Visitor Guides Mailed	34	81	-47
	Walk-In Visitors	540	2,719	-2,179



	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Open						9:00 AM	10:00 AM
Close						5:00 PM	4:00 PM
Total Hours							
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours							
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours							
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours							
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours							

January 2021

Daily Statistics	SUNDAYS	MONDAYS	TUESDAYS	WEDNESDAYS	THURSDAYS	FRIDAYS	SATURDAYS
Daily Total	0	0	0	0	0	0	0
Daily Average	0	0	0	0	0	0	0

Weekly Statistics	Week 1	Week 2	Week 3	Week 4	Week 5
Weekly Total Hours	0	24	24	24	24
Days In Week	0	3	3	3	3

Monthly Statistics

Total Hours of Operation	96	The Chamber is Officially Closed as of 3/17 but 1 Staff Member is maintaining the office PT and one Volunteer is continuing to keep the exterior stocked and take in the mail
Total Days of Operating	0	
Total Days Closed	26	



	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours							
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours							
Open		10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM
Close		4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM
Total Hours					6.00	6.00	
Open		10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM
Close		4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM
Total Hours		6.00	6.00	6.00	6.00	6.00	

February 2021

Daily Statistics	SUNDAYS	MONDAYS	TUESDAYS	WEDNESDAYS	THURSDAYS	FRIDAYS	SATURDAYS
Daily Total	0	6	6	6	12	12	0
Daily Average	0	6	6	6	6	6	0

Weekly Statistics	Week 1	Week 2	Week 3	Week 4
Weekly Total Hours	0	0	12	30
Days in Week	0	0	2	5

Monthly Statistics	
Total Hours of Operation During Month	102
Total Days of Operating During Month	7

The Chamber Officially Closed on 3/17 but 1 Staff Member maintained the office PT prior to the Chamber/VC Reopening on 2/18/21



	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Open		10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM	
Close		4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM	
Total Hours		6.00	6.00	6.00	6.00	6.00	
Open		10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM	
Close		4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM	
Total Hours		6.00	6.00	6.00	6.00	6.00	
Open		10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM	
Close		4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM	
Total Hours		6.00	6.00	6.00	6.00	6.00	
Open		10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM	
Close		4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM	
Total Hours		6.00	6.00	6.00	6.00	6.00	
Open		10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM	
Close		4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM	
Total Hours		6.00	6.00	6.00	6.00	6.00	
Open		10:00 AM	10:00 AM	10:00 AM			
Close		4:00 PM	4:00 PM	4:00 PM			
Total Hours		6.00	6.00	6.00			

March 2021

Daily Statistics	SUNDAYS	MONDAYS	TUESDAYS	WEDNESDAYS	THURSDAYS	FRIDAYS	SATURDAYS
Daily Total	0	30	30	30	24	24	0
Daily Average	0	6	6	6	6	6	6

Weekly Statistics	Week 1	Week 2	Week 3	Week 4	Week 5	
Weekly Total Hours	30	30	30	30	18	138.00
Days in Week	5	5	5	5	3	23.00

Monthly Statistics

Total Hours of Operation During Month	138	The Chamber is Officially Open with Reduced Hours
Total Days of Operating During Month	23	
Total Days Closed	0	



Town Commission Agenda Item Report

Meeting Date: April 27, 2021

Submitted By: Tedra Allen

Submitting Department: Administration

Item Type: Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title:

April 6, 2021 Commission Workshop Minutes (Tedra Allen, Town Clerk)

Recommendation:

Accept/Approve

Attachments:

Ex.1 April 6, 2021 Commission Workshop Minutes

TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
WORKSHOP MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, April 6, 2021
5:00 PM

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 5:00 p.m. Also present were Vice Mayor Alfred “Buz” Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Interim Town Manager Linda Connors, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Director of Finance and Budget Lucila Lang, Director of Public Works Ken Rubach, Acting Development Services Director Jhanelle Campbell, Public Information Officer/IT Administrator Steve d’Oliveira and Town Clerk, Tedra Allen.

2. PUBLIC COMMENT

At this time Mayor Vincent opened public comment.

Town Clerk Tedra Allen read the following public comments:

- Barbara Cole, resident, requested that chairs be returned to the Plazas and El Prado Park, as well as benches by the Pavilion, once outdoor dining in the Downtown area is discontinued
- Mike Burke, resident, advised that once businesses have returned to 100% indoor capacity, they should remove their tents
- Spiro Marchelos, resident, stated that public parking should be reopened for businesses and restaurants
- Ellen Zavell, resident, supported necessary Fire Code measures in order to maintain outside dining through fall 2021
- Peggy Mohler, representing Aruba, Taco Craft, 101 Ocean, and Village Grille, requested that outdoor dining be extended until July 4, 2021

The following individuals also provided public comment:

- Eva Marissa, representing the Chamber of Commerce, asked that the Commission consider extending outdoor dining until September 6, 2021, with the stipulation that any safety issues be addressed; she also emphasized the importance of complying with Americans with Disabilities Act (ADA) requirements

- Craig Jaffa, resident, addressed the possibility of a sidewalk on the north side of Washingtonia Avenue, where large trees and parking currently exist; he expressed concern that this would disrupt parking and shade on his businesses near that location

It was noted that additional public comments would be heard later during the meeting as necessary due to technical issues.

Mayor Vincent advised that the Town is not considering sidewalks on Washingtonia Avenue at the location referred to during public comment. He added that Mr. Jaffa would be informed in advance of any plans for this area.

3. DISCUSSION ITEM

a. Lauderdale-By-The-Sea Surtax Projects (Neysa Herrera, Assistant to the Town Manager)

Assistant to the Town Manager Neysa Herrera recalled that in November 2018, Broward County residents approved a transportation surtax by referendum. This initiative was intended to support transportation efforts throughout the County by establishing a 30-year one-cent surtax. After its approval, the County, Broward municipalities, and the Broward Metropolitan Planning Organization (MPO) entered into an inter-local agreement (ILA) that established the relationship between these parties and tasked the MPO with developing a process by which municipalities could submit projects on an annual basis to be considered for surtax funding.

At the March 23, 2021 special Town Commission meeting, the Commission reviewed the Town's five-year Community Investment Program (CIP), and Staff identified projects that were eligible for surtax funding. Some of these projects are listed in the Commissioners' backup materials for tonight's meeting, including:

- Complete Streets project and construction for Codrington Drive
- Complete Streets project and construction for Bougainvillea Drive, including pedestrian and ADA improvements
- Community shuttle stops, parking guide, and systems to help implement the Town's Action Plan and comply with their ILA for the community shuttle program

Assistant to the Town Manager Herrera clarified that "Complete Streets" is a term used to represent street design that takes different users and modes of transportation into account. Use of this term will position the Town for higher ranking and funding

consideration of projects in line with the criteria used by the Broward MPO and the County.

The scope of the Complete Streets project on Codrington Drive could include drainage enhancements and landscape improvements as well as traffic calming measures. A number of these improvements are identified in the Town's Stormwater Master Plan.

The Complete Streets project on Bougainvillea Drive will be an extension of the project designed on that roadway between Pine Avenue and the Fire Station. Improvements associated with this project include drainage, landscaping, crosswalk enhancements, decorative thermal plastic, and traffic calming measures.

Pedestrian and ADA improvements were recommended as part of a pedestrian study completed in 2020. This is an ongoing effort that is expected to take more than one year to implement. Later in the year, the Town and Staff will discuss the upgrades recommended by this study and prioritize a number of improvements.

As part of the Town's ILA with Broward County for community shuttle service, the Town must meet ADA requirements, including the placement of ADA-compliant shuttle pads. Surtax funds will help support the design, engineering, and construction of these pads.

One of the goals identified for parking in the Town's Action Plan is the implementation of a parking guidance system that would notify the public of available parking spaces. This project would qualify for surtax funding, as it offers smart solutions to mobility throughout the Town.

The timeline for the surtax process is as follows:

- April 6: Town Commission Surtax Workshop for discussion of proposed projects for surtax funding
- April 13: Town Commission considers a Resolution of support for these municipal capital projects; approved projects will be submitted for MPO for consideration and ranking
- April 22: deadline for submission of new surtax projects
- April 24-May 31: Broward MPO considers projects for surtax funding and releases a list of recommended projects to the County
- June 11: Surtax Oversight Board considers list of recommended projects submitted by the MPO
- September 2021: County Commission approves the surtax funding allocation for eligible projects as part of the County's budget process

Staff recommends that the Commission discuss the list of prospective surtax projects and direct Staff to make any necessary additions or modifications to those plans.

Vice Mayor Oldaker requested additional information on the concept of Complete Streets, asking if this would require the Town to “remodel” any streets on which projects are brought forward for MPO consideration. Assistant to the Town Manager Herrera reiterated that the term “Complete Streets” covers a design approach that considers different users of the roadway. A project including Complete Streets elements would meet more of the required ranking criteria for surtax funding.

Interim Town Manager Linda Connors cited the proposed Codrington Drive project as an example. While drainage issues must be addressed on this street, this is not necessarily a project that would be eligible for transportation surtax funds; however, if drainage is tied to other improvements the neighborhood has indicated they would like to see, as well as improvements identified in the recent pedestrian study, these would meet some of the criteria for surtax funding. She emphasized that the neighborhood and residents on that street would be asked to identify any traffic calming elements they would like to see implemented. If the neighborhood is not in favor of any of these improvements, the project can be fully funded through the CIP.

Mayor Vincent asked what must be presented to the Broward County Board of County Commissioners before they are asked to vote on surtax projects in September 2021. Assistant to the Town Manager Herrera advised that the Town will submit the phase of the project for which funds are requested. The MPO will conduct its evaluation based on this information and rank the project. From there, the MPO will develop the list of recommended projects that will ultimately go before the Oversight Board, which will determine the projects’ eligibility. The County Commissioners will ultimately approve the funding allocations.

Commissioner Sokolow asked whether Complete Streets projects must provide sidewalks, bike lanes, benches, or other amenities as part of the project, even though residents may not want them. He cited examples of Complete Streets projects in Fort Lauderdale, pointing out that many of these features would not be feasible in a residential neighborhood. Mayor Vincent observed that this would be best left to the discretion of the Town, and more specifically to the residents of the affected neighborhood(s).

Commissioner Malkoon asked if surtax funding would completely fund Town projects or if it would cover only a percentage of costs. Assistant to the Town Manager Herrera replied that this is typically a percentage, offering the example of a surtax project for which the surtax funds covered 9% of planning costs and 12% for design costs. In 2021, the County is allowing municipalities to apply for each specific phase of the project.

Commissioner Malkoon explained that his concern was to ensure that when these projects are budgeted, the costs are realistic estimates. He also felt the Town should consider mitigating features, such as swales to assist with drainage, that might lower costs.

Interim Town Manager Connors noted that in 2021, the CIP includes an engineering study to determine the issues and costs associated with construction of a drainage project. The cost estimate included at the moment is not specific, as all of the necessary information has not yet been identified and gathered; however, it is Staff's best estimate of costs without knowing exactly what the project will entail to fix the drainage. The further into the future a cost is projected, the less certain Staff can be with the figures.

Mayor Vincent asked if a list of all the projects done within the Town over the last 10 years is available for review of costs for drainage, curbing, paving, and other improvements over that period. He recommended using these previous costs to estimate future costs of projects that made similar improvements. Interim Town Manager Connors explained that this information is used to extrapolate further cost estimates. Once the design phase is complete, Staff will have a better idea of the estimated costs.

Public Works Director Ken Rubach stated that designs for both the Codrington Drive and Bougainvillea Drive projects, with more accurate engineering data, will be brought before the Commission over the next few meetings.

Mayor Vincent asked if the locations where ADA and other pedestrian improvements need to be made have been identified. Interim Town Manager Connors replied that the pedestrian study included a list of these locations, although it was not prioritized.

Vice Mayor Oldaker expressed concern that residents of the neighborhoods where drainage and other improvements are planned may not be interested in seeing Complete Streets improvements, which could lessen the possibility of securing surtax funding. Assistant to the Town Manager Herrera confirmed that this could decrease those projects' prioritization and ranking by the MPO.

Mayor Vincent noted that some projects may need to be accomplished whether everyone is in favor of it or not for the best interests of property values, pedestrian use, and other considerations. Interim Town Manager Connors stated that Staff would bring work authorizations to the Commission to move forward with these projects, first developing 25% of the design phase and then meeting with the community to better understand their wishes. During the project review process, the Town may amend its application for surtax funds before the end of the process; however, they must meet the April 22 submission deadline to have any chance of receiving surtax funding.

Commissioner Strauss asked if the Town is entitled to any surtax funds to compensate them for the costs of the design phase. Assistant to the Town Manager Herrera replied that once surtax funding allocated by the County, the Town will need to enter into a project funding agreement with the County and provide documentation showing that the project's scope and deliverables have been met. If they are not met, the Town would not be eligible for reimbursement of these funds. For example, if the project is a design project, design documents must be submitted to have access to surtax funds.

Commissioner Strauss explained that his concern was in case the affected communities do not want Complete Streets improvements: he wished to make sure that the Town could be compensated for design costs in this case. Assistant to the Town Manager Herrera explained that for a project to be reimbursed for a previous phase, the project will have to be programmed within the Town's five-year Action Plan. If it is programmed and a project funding agreement has been signed with the County, these costs may be reimbursed.

Mayor Vincent commented that even if there were no surtax funds available, the Town would need to prioritize these necessary projects and budget for them in any case.

Interim Town Manager Connors concluded that Staff will bring forward a Resolution at the April 13 Commission meeting so the process may continue forward. They will ensure necessary applications are submitted in a timely manner.

b. Downtown Business District Discussion (Jhanelle Campbell, Acting Director of Development Services)

Acting Development Services Director Jhanelle Campbell recalled that at the March 23 Commission meeting, the Commissioners requested that the reopening of the Downtown Business District be brought back for further discussion. This District has had to adapt to a number of changes throughout the COVID-19 pandemic, including closure

of restaurants, takeout service only, and reopening for outdoor dining in accordance with U.S. Centers for Disease Control (CDC) guidelines.

To assist the businesses, the Town allowed them to expand their outdoor seating areas into Town parking spots and relaxed its prohibition on tents and canopies in this area. The Town adopted two Resolutions to formalize these provisions: Resolution 2020-39, which expired on January 15, 2021 and was extended, and Resolution 2021-03, which expires on July 15, 2021.

Based on the Commission's request for further discussion, Staff is presenting two options for consideration:

- Option 1: keep the existing expiration date of July 15, 2021
- Option 2: amend the expiration date to May 17, 2021

Acting Development Services Director Campbell explained that under Option 2, the Downtown area would revert to its pre-COVID-19 configuration on May 17. Town Hall will reopen on May 3, 2021, with the first Commission meeting scheduled for May 11.

Regardless of the option selected at tonight's meeting, Staff wished to note the following concerns:

- Pedestrian safety: to ensure that pedestrians have a safe and comfortable walking area, all sidewalk café areas should revert to their previous approved configuration, and tents would be removed from the sidewalk
- The Fire Marshal has surveyed the Downtown area and expressed concern with some of the current conditions, including tent arms crossing the barrier and lighting that has been installed projecting out of the barrier

All tents, canopies, and pergolas would be removed from the sidewalk area upon reversion to the previous sidewalk café configurations. Tables and chairs would remain in the parking areas. Town Staff will assist businesses with adjusting back to pre-COVID-19 conditions. Any missing sidewalk café boundary markers will be replaced.

If the July 15 date is selected, Resolution 2021-03 will remain in place and the status of the Downtown Business District will be revisited on June 8, 2021. If the change to May 17 is requested, Staff will bring forward a new Resolution at the May 11 Commission meeting.

Commissioner Sokolow asked for an update on state and County regulations addressing restaurant capacity. Town Attorney Trevarthen replied that there have been

no recent changes to Emergency Orders for Broward County, although she noted that Miami-Dade County has issued an updated order. State law permits between 50% and 100% occupancy of restaurants, depending upon the configuration of tables.

Commissioner Malkoon observed that his greatest concerns are for both potential safety issues and liability. He pointed out that the Town's existing sidewalk café requirements include insurance, with liability for activities within the sidewalk café area. Upon expanding into the Town's right-of-way, however, it is possible that any harm to persons or property within that right-of-way could expose the Town to potential liability claims or issues.

Commissioner Malkoon added that noise is also a consideration. The possibility of noise Ordinance violations was not addressed under the Town's emergency Resolutions. He advised that enforcement of the noise Ordinance should resume, including the requirement that speakers face the inside of businesses.

Vice Mayor Oldaker felt it would be best to allow barriers to remain until July 15, and did not believe any comparison of removing Downtown barriers to the reopening of Town Hall was appropriate. He concluded that the reopening of these two entities should be discussed separately from one another.

Vice Mayor Oldaker continued that the outdoor music and speakers and café licenses should be discussed separately moving forward. He also noted that the Broward Sheriff's Office (BSO) patrols the Downtown area every night, and recommended coordinating with them to address the positioning of speakers.

Vice Mayor Oldaker asked if the Fire Marshal has the right to address safety hazards, such as tent arms and lighting. It was clarified that violations can be addressed either by providing notice for the business to remove or requiring immediate removal of the hazard. Interim Town Manager Connors advised that the Fire Marshal has begun citing businesses to ensure sidewalk safety. The reason this issue was brought forward was to inform the Commission that the Town is likely to hear from the businesses on this issue.

Vice Mayor Oldaker asked if BSO patrols provide reports on any Downtown issues. Interim Town Manager Connors replied that Staff receives feedback, and information is sent to Code Enforcement in order to build a case in the event it goes before the Special Magistrate.

Commissioner Strauss agreed that there was little connection between reopening Town Hall and returning to pre-pandemic conditions in the Downtown area. He also agreed that while restaurants are recovering at present, this cannot compensate for lost revenue over the previous year, particularly during the early months of the pandemic. He did not object to maintaining current conditions through July 15 while Downtown retailers and restaurants continue to recover. He noted, however, that Town Staff will need to ensure that safety and noise requirements are being enforced.

Mayor Vincent emphasized that businesses need to respect both Code and law enforcement Staffs for the work being done to keep them both safe and viable. He pointed out that if outdoor seating options are no longer available, hotels may be less likely to reach higher occupancy rates if visitors do not feel safe. He concluded that the Town will not condone any activity in the Downtown area that poses a threat or hazard.

Mayor Vincent recommended maintaining the water barriers at present, but advised that businesses will be responsible for adhering to the conditions imposed during the COVID-19 pandemic. If tables, chairs, tents, or umbrellas are in locations outside the businesses' original outdoor seating plans, they are considered to be in violation. Should this activity continue, the barriers will be removed, and the emergency plans will be revoked. He asked that businesses police themselves and one another to avoid this complication, with regard to both safety and noise.

Commissioner Malkoon asked if Staff plans to add seating in the Town's public plazas, as discussed under Public Comment. Interim Town Manager Connors advised that ongoing social distancing requirements limit the placement of chairs. More seating can be added if that is the Commission's desire. Benches have not been returned to sidewalks because they would add to congestion in those areas. Because seating for restaurants extends into the plazas, portions of the plazas remain blocked off for this purpose. Commissioner Malkoon requested that the possibility of additional seating be considered if social distancing can be maintained.

Corina, hotelier, noted that hotel guests continue to appreciate the opportunity for outdoor seating, as they may be uncomfortable with indoor restaurant seating. Due to the additional seating for restaurants, however, cars are often parked in one lane of El Mar Drive, which can be disconcerting to visitors.

Mayor Vincent requested that parking enforcement be monitored throughout the day and evening to address this concern. Captain Tom Palmer of BSO advised that he

would reach out to the Town's valet service as well, noting that while some temporary stacking may be permitted, it would not be allowed late into the night.

Commissioner Sokolow also agreed with maintaining current conditions until July 15 in order to help Town businesses continue to recover. He recommended that notice be sent to businesses with tents and outdoor seating, informing them that they will need to ensure cooperation with the requirements for these measures or the Town will return to its regular outside seating configurations.

Mayor Vincent also addressed lighting and additional signage, advising that this will need to be scaled back as well prior to July 15. He emphasized again that businesses will need to be responsible for meeting safety and other requirements.

It was noted that the Commissioners agreed by consensus to continue to utilize parallel parking spaces for sidewalk cafés through the expiration date of July 15, 2021. There was also a consensus to review the conditions on the sidewalk and return them to their approved revokable license.

It was confirmed that the Commission workshop originally scheduled for April 13, 2021 would be postponed until the May 11 meeting, at which time Jarvis Hall will have reopened to the public.

4. ADJOURNMENT

With no other business to come before the Commission at this time, the workshop was adjourned at 6:36 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk Tedra Allen

Date



Town Commission Agenda Item Report

Meeting Date: April 27, 2021

Submitted By: Tedra Allen

Submitting Department: Administration

Item Type: Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title:

April 13, 2021 Commission Workshop Minutes (Tedra Allen, Town Clerk)

Recommendation:

Accept/Approve

Attachments:

Ex.1 April 13, 2021 Commission Workshop Minutes

**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, April 13, 2021
6:30 PM**

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:31 p.m. Also present were Vice Mayor Alfred “Buz” Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Interim Town Manager Linda Connors, Assistant to the Interim Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Director of Finance and Budget Lucila Lang, Director of Public Works Ken Rubach, Acting Development Services Director Jhanelle Campbell, Special Projects Coordinator Debbie Hime, Human Resources Manager Lisa Slagle, and Public Information Officer/IT Administrator Steve d’Oliveira and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

All present observed a moment of silence in memory of longtime resident Jerry Sehl.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

None.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Town Clerk Tedra Allen read the following public comment:

- Barbara Cole, resident, opposed the seating arrangements proposed for the reopening of Jarvis Hall in May 2021

Betty Bauman, resident, requested that the Commission revisit restrictions on short-term rental lots under 60 ft. in width and west of Bougainvillea Drive, which is zoned RM-25. She also requested clarification of the reason there is a difference in the regulation of short-term rentals on the east and west sides of Bougainvillea Drive.

Alan Zuckerman, visitor to the Town, advised that a property he hoped to purchase on Poinciana Street is located in the zoning area where short-term rentals are not permitted. He requested that the Commission reconsider the Town's position on the zoning of short-term rental properties in the subject area.

With no other individuals wishing to speak at this time, Mayor Vincent closed public comment.

7. PUBLIC SAFETY DISCUSSION

a. VFD February & March 2021 Report (Chief Judson Hopping)

Vice Mayor Oldaker made a motion, seconded by Commissioner Malkoon, to approve. Motion carried 5-0.

b. BSO March 2021 Report (Captain Thomas Palmer, BSO)

Captain Thomas Palmer of the Broward Sheriff's Office (BSO) advised that an auto theft in March 2021 occurred because a key fob was left in the vehicle, and strongly encouraged all residents to make sure their vehicles are locked.

Vice Mayor Oldaker made a motion, seconded by Commissioner Strauss, to approve. Motion carried 5-0.

8. TOWN MANAGER REPORT

a. February Finance Report (Lucila Lang, Director of Finance & Budget)

b. Town Manager Report (Linda Connors, Interim Town Manager)

Interim Town Manager Linda Connors requested that Item 13h be moved on the Agenda to follow Item 13b. The Commissioners agreed by consensus.

Staff is working toward the reopening of Town Hall to the public on May 3, 2021. They continue to work to reopen the community centers and BSO as well. She encouraged the Commissioners to visit Jarvis Hall to see how it is set up for reopening.

Since the April 6, 2021 workshop meeting, Town Staff has begun working with Downtown businesses to let them know what is expected of them going forward. Staff is also looking at noise levels and working with Downtown businesses to remind them to remain in compliance with the Town's noise Ordinance.

The Volunteer Fire Department (VFD) audit has begun with a kickoff meeting. Staff is gathering information for the auditor, who will review this information over the next few weeks and schedule appointments with the Commissioners, residents, and fire officials.

The Farmer's Market has been extended through the end of May 2021 at users' request, as allowed under the original contract; however, there will be no Farmer's Market on Memorial Day.

Interim Town Manager Connors advised that Staff will ask consultant Baxter Woodman to study a left turn area on West Tradewinds Avenue. The consultant will determine if this area can be redesigned for greater safety. Mayor Vincent recalled that this area was studied extensively during the West Commercial Boulevard redevelopment phase, and suggested reviewing historical data from that project before approving funds for another study.

Mayor Vincent advised that before moving forward with any type of study on this area, the Town should also revisit the yellow crossing light in front of the two plazas, which he felt also constitutes a safety issue for pedestrians. Most drivers do not realize that the light is there to stop traffic for pedestrians, and do not typically stop.

Commissioner Strauss requested consensus on addressing the subject area, including its crosswalk. Interim Town Manager Connors stated that she would research the history of the area going back to the Commercial Boulevard improvements, and any history will be provided to the consultant when they begin their study. This will help them arrive at recommendations that can be shared with FDOT.

Interim Town Manager Connors continued that if the Commissioners agree by consensus to expand the proposed study to include this block, a fuller picture of safety concerns and solutions will be provided. She noted that the cost of \$6000 proposed for the study will likely increase with the addition of another area.

Vice Mayor Oldaker observed that a new speed limit sign near Parrotfish Plaza slightly block visibility in the area for drivers turning right, and suggested that the sign be moved to the other side of the lane. Public Works Director Ken Rubach confirmed that Staff will look into this.

Interim Town Manager Connors called the Commissioners' attention to the schedule of meetings for summer 2021, noting that the Commission traditionally cancels one meeting in August. There has also been a request to change the June 22, 2021 meeting to June 29. If an August meeting is cancelled, she recommended that it be the August 24 meeting. The Commissioners agreed to move the June 22 meeting to June 29 and cancel the August 24 meeting.

Commissioner Strauss recognized Acting Development Services Director Jhanelle Campbell for reaching her 5 year milestone. The Commission collectively thanked her for her service to the Town.

Interim Town Manager Connors concluded that a Commission workshop is scheduled for May 11, 2021 to continue discussion of the Town's Community Investment Program (CIP). She also noted that the Development Services Department took in over \$100,000 in building fees over the last month.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

- a. March 09, 2021 Town Commission Workshop Minutes**
- b. March 09, 2021 Town Commission Meeting Minutes**
- c. March 23, 2021 Town Commission Workshop Minutes**
- d. March 23, 2021 Town Commission Meeting Minutes (Tedra Allen, Town Clerk)**

Vice Mayor Oldaker made a motion, seconded by Commissioner Sokolow, to approve all four. Motion carried 5-0.

11. CONSENT AGENDA

None.

12. OLD BUSINESS

None.

13. NEW BUSINESS

a. 2021-2022 Board of Directors Appointment (Tedra Allen, Town Clerk)

Town Clerk Tedra Allen explained that this is an annual Item appointing a new Board of Directors to serve on the Broward League of Cities. The new appointment will be for the term beginning in May 2021 and ending in May 2022.

It was determined that the new appointments would be as follows:

- Director: Commissioner Malkoon
- Alternate: Commissioner Strauss
- Second Alternate: Mayor Vincent

Vice Mayor Oldaker made a motion, seconded by Commissioner Strauss, to approve the above appointments. Motion carried 5-0.

b. Canal Dredging Permitting (Ken Rubach, Public Works Director)

Public Works Director Rubach explained that this permitting stems from the dredging study performed and presented to the Commission in 2020. Permitting is the next phase of the process. The Chappell Group has identified six canals in need of dredging. Permitting must be done at the federal, state, and local levels. This process takes approximately one year to complete. The cost of this work is \$34,000, with an additional \$10,000 for the permits themselves.

Commissioner Strauss made a motion, seconded by Commissioner Malkoon, to approve. Motion carried 5-0.

The following Item was taken out of order on the Agenda.

h. Resolution 2021-24 Authorizing an Agreement with the Chappell Group to Perform Permitting Services and Create Bid Documents for the Bel Air Seawall (Exhibit 1)

Town Attorney Trevarthen read the title for the following Resolution:

Resolution 2021-24 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE AGREEMENT WITH THE CHAPPELL GROUP, INC. FOR PROFESSIONAL ENVIRONMENTAL SERVICES FOR THE BEL AIR SEAWALL IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$18,427.77; AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND FOR AN EFFECTIVE DATE.

At this time Mayor Vincent opened public comment, which he closed upon receiving no input.

Public Works Director Rubach advised that upon inspection of the Bel Air Drive seawall, the structure was found to be physically failing and in need of work. The Chappell Group will assist Town Staff in preparing a bid package for replacement of the wall.

Vice Mayor Oldaker asked why this Item did not appear under Resolutions. Interim Town Manager Connors explained that the Town Commission Agenda places Resolutions in their own separate sections, as not all agreements included Resolutions. Over the past year or so, Resolutions that accompany agreements and contract authorizations that qualify as New Business have been separated from Resolutions that act as Commission directives.

Mayor Vincent observed that the Commission typically provides consensus for these authorizations, which are brought back before the Commission at a later date. Interim Town Manager Connors further clarified that at times the Commission authorizes Staff to look into an issue further; at other times, they authorize the Town Manager to proceed with entering into an agreement. In this case, the Commission would be authorizing both steps at once.

Mayor Vincent asked if the Resolution would have to come back before the Commission if any of the projected numbers change. Interim Town Manager Connors advised that these numbers are not going to change. Town Attorney Trevarthen added that all Resolutions include a provision for non-substantial changes, such as typos. If the

expense increases, it would be brought back before the Commission. The Item is brought forward under New Business because the Town does not currently have the full form of the agreement for the Commissioners' review.

Commissioner Malkoon asked if the proposed construction will result in more infill behind the seawall, as the ground has resettled in that area. Public Works Director Rubach explained that infiltration of water behind the seawall has led to the collapse of land. When the new wall is constructed, this collapse will be mitigated and the ground level restored as part of the project.

Commissioner Sokolow made a motion, seconded by Commissioner Strauss, to approve. Motion carried 5-0.

c. Sanitary Sewer Lateral Lining Program (Ken Rubach, Public Works Director)

Public Works Director Rubach recalled that in the past, the Town has lined its sanitary sewer mains. Staff now plans to move on to the lining of laterals. This is a pilot program in which Town Staff is examining existing laterals for deficiencies, to be followed by the address of the laterals in the worst condition. As the program proceeds, this will give way to proactive lining of intact laterals.

Commissioner Strauss made a motion, seconded by Commissioner Malkoon, to approve. Motion carried 5-0.

d. Pump Repair – Sea Grape Lift Station (Ken Rubach, Public Works Director)

Public Works Director Rubach reported that a pump at the Sea Grape Drive lift station has experienced a number of issues and must be rebuilt. He is working with Pompano Beach city staff to coordinate the rebuild, which is expected to be sufficient. A new pump is not warranted at this time.

Vice Mayor Oldaker noted that the cost of a new pump is similar to the cost of repairs, and suggested that the Commission consider replacement rather than repair. Public Works Director Rubach replied that in his experience, rebuilds are typical for sanitary sewer pumps and could add another 10 years to the machinery's life. The pump itself has not failed: the issue was an electrical component.

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve. Motion carried 5-0.

e. BSO Staffing Levels – New Sergeant Proposal (Captain Thomas Palmer, BSO)

Captain Palmer advised that he has reviewed staffing levels in advance of renewal of BSO's contract with the Town. He has identified an operational need for a fourth sergeant. He provided historical data on this topic, recalling that a fourth sergeant was added to this contract in 2003 and remained until the elimination of the position in 2008. There has also been a reduction of one Deputy Sheriff's position. He requested that the Commission consider the addition of the fourth sergeant position.

Captain Palmer continued that BSO's policies have changed over the years, with any use of force requiring immediate review by a sergeant. At present, the Town's squad includes a Deputy Sheriff who supervises personnel on a continuous basis. If incidents occur, a sergeant from another BSO jurisdiction must assist with review.

Upon review of current staffing, Captain Palmer noted that he had also identified a vacant part-time clerical specialist position. He requested that this position be eliminated and the fourth sergeant position added. This will reduce costs of the sergeant position.

Mayor Vincent asked if the recommendation is because calls for service have increased, and why this increase might have occurred. Captain Palmer replied that there is no single reason for the increase in calls. At present, the volume of calls is on pace to surpass the previous highest year of calls. The greatest concentration of service calls comes from the Downtown area, El Mar Drive, and Commercial Boulevard.

Vice Mayor Oldaker requested that the Commission see a full breakdown of these calls. Captain Palmer advised that he can include a breakdown of the calls in his Public Safety Discussion reports to the Commission on a quarterly basis.

Vice Mayor Oldaker noted that the community has been encouraged to contact the Police on a "see something, say something" basis, and may have taken advantage of this policy, along with the Police assistance number. Captain Palmer confirmed that these calls help BSO assist the community.

Commissioner Malkoon noted that the cost breakdown lists equipment as well as personnel, and asked if the equipment represents a one-time investment. Captain Palmer

explained that this includes a fully equipped vehicle, uniforms, body cameras, and all other equipment necessary to a sergeant's position. Interim Town Manager Connors further clarified that the equipment cost would not recur the following year if the position is maintained. Captain Palmer also noted that the cost projections are preliminary and may vary.

Mayor Vincent asked if the position would be filled by an individual who will come to Lauderdale-By-The-Sea from another location within the Police Department, or if the position will be filled by a new hire. Captain Palmer replied that the sergeant position is a supervisory role and will be filled by an individual who is promoted to sergeant or a current sergeant from elsewhere in the Department. It would not be a member of current BSO staff in the Town.

Commissioner Strauss made a motion, seconded by Vice Mayor Oldaker, to approve. Motion carried 5-0.

f. Nana's Original Stromboli Commercial Lease Agreement (Lucila Lang, Director of Finance & Budget)

Finance Director Lucila Lang explained that Nana's Original Stromboli, which leases property from the Town, has requested that their lease not be increased by the annual 3% due to the impact of the COVID-19 pandemic. If the request is approved, it would have a financial impact of just over \$2000. The next annual increase would be effective in March 1, 2022.

Vice Mayor Oldaker made a motion, seconded by Commissioner Strauss, to approve. Motion carried 5-0.

g. Town Hall / Public Works Generator (Ken Rubach, Public Works Director)

Public Works Director Rubach stated that this request is for replacement of the generator that currently serves Town Hall. When Staff discussed replacement of the Town Hall generator, it was noted that Public Works has never had a generator. If this equipment is added, the entire Town Hall campus would have power in the event of an emergency. The current generator has rusted and a number of its parts are no longer available.

Commissioner Strauss made a motion, seconded by Commissioner Sokolow, to approve. Motion carried 5-0.

i. Transfer (Lucila Lang, Director of Finance & Budget)

Finance Director Lang advised that this Item will address the transfers discussed at prior Commission meetings. The Florida Development Group (FDG) fines will be transferred from the General Fund into the CIP fund, and the amount previously transferred from the Parking Fund to the General Fund will be transferred back to the Parking Fund.

Finance Director Lang cautioned that the totals included in the Commission's backup materials are estimates. The fund balances will be evaluated at the end of the current fiscal year and any additional transfers will be made at that time.

Vice Mayor Oldaker made a motion, seconded by Commissioner Strauss, to approve. Motion carried 5-0.

14. COMMISSIONER COMMENTS

Commissioner Strauss encouraged residents to visit the Farmer's Market.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

- a. Resolution 2021-23 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SUPPORTING TOWN PROJECTS FOR SUBMITTAL TO THE BROWARD METROPOLITAN PLANNING ORGANIZATION FOR EVALUATION AND RANKING FOR TRANSPORTATION SURTAX FUNDING FOR FISCAL YEAR 2021; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE (Neysa Herrera, Assistant to the Town Manager)**

At this time Mayor Vincent opened public comment, which he closed upon receiving no input.

Vice Mayor Oldaker made a motion, seconded by Commissioner Malkoon, to approve. Motion carried 5-0.

18. QUASI JUDICIAL PUBLIC HEARINGS

None.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 7:50 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk Tedra Allen

Date



Town Commission Agenda Item Report

Meeting Date: April 27, 2021

Submitted By: Ken Rubach

Submitting Department: Public Works

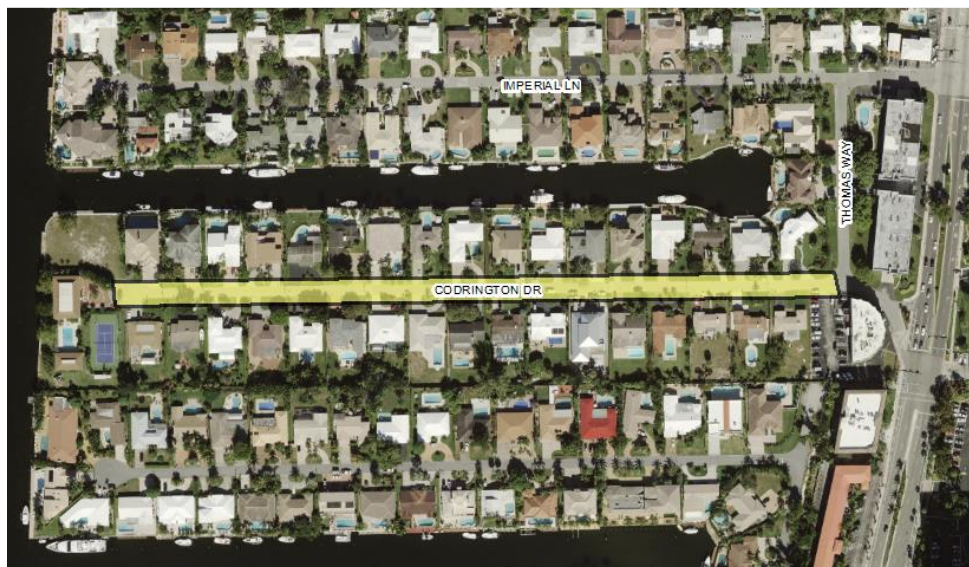
Item Type: Discussion Item

Agenda Section: OLD BUSINESS

Subject Title:

Codrington Drive Complete Streets Design (Ken Rubach, Public Works Director)

Explanation: The Town completed a Stormwater Master Plan to determine areas in the Town that would benefit from drainage improvements. Staff also completed the Pedestrian Study that highlighted areas that would benefit from pedestrian improvements. Codrington Drive was identified in both studies. It has long been the Town's policy to combine projects to save on costs and disruptions to our residents. Therefore, we are proposing an engineering design be completed for Codrington Drive, which will include the following items: drainage, landscaping, and traffic calming. The project will include significant public participation to determine the extent of the traffic calming and landscaping aspects of the project.



Aerial of Project Location

The Town and Baxter & Woodman, Inc. ("Baxter") entered into a Continuing Contract on March 5, 2017, pursuant to RFQ 16-09-01 (the "Continuing Contract"). Baxter was requested to submit a Proposal to perform this Design. The scope of services includes the following tasks (collectively, the "Services"):

- **Data Collection-** Consultant shall furnish the services of a professional surveyor to provide survey services consisting of field topography and horizontal locations referenced by baseline stationing. As required by Broward County, the design survey shall utilize the 1988 NAVD datum.

All existing facilities and utilities within these limits will be referenced by baseline station with an offset distance (left or right) from baseline for the project.

- **Preliminary Design Services-** The Consultant shall prepare a conceptual layout of the proposed facilities based on the locations of existing utilities to minimize conflicts. Roadway layout will be conceptualized and included to illustrate, travel lanes, curbing, striping, speed humps, and landscaping. The layout will also include recommendations regarding backyard flooding that occurs at some locations in the neighborhood. Recommendations may include filling and sodding the low areas or adding small diameter pipes and yard drains extending to the backyards where complaints of flooding have occurred. Based on a review of the topography, it appears that there may be two or three locations where yard drains may be needed. These recommendations will assist the Town in its decision regarding this issue. It should be noted that the assessment of backyard flooding does not suggest in any way that the Town is legally responsible for or capable of mitigating the problem, which appears to have been caused by development south of the properties and outside of the Town limits.
- **Design Services-** The work will include preparation of Drawings and Specifications to be used for soliciting proposals via advertised RFQ.
- **Permitting-** The Consultant will meet with Broward County Environmental Licensing & Building Permitting Division to discuss the permitting requirements. The County will also review the project on behalf of the South Florida Water Management District for an Environmental Resource Permit ERP. A dewatering permit will likely need to be obtained and reviewed by SFWMD concurrently with the other permit application reviews because of the vicinity to tidal waters and concerns regarding saltwater intrusion.
- **Bidding Assistance-** Consultant will prepare Contract Document packages (i.e., bid form, drawings and specifications) for Town advertisement and bidding purposes.

The cost for the Services is \$105,862; \$120,000 was budgeted for this design in the FY21 Revised CIP. If approved, staff will schedule meetings with Codrington residents to seek their input on the overall design. Anticipated construction for this project would begin in FY 22 pending budget approval.

The Town desires to issue a work authorization to Baxter for the Services, subject to the terms and conditions of the Continuing Contract (the "Work Authorization").

Recommendation:

Approve the Work Authorization and authorize the Interim Town Manager to execute the Work Authorization with Baxter & Woodman for the Codrington Drive Complete Streets Design.

Attachments:

Ex.1 – Baxter & Woodman Proposal

Reviewed by Town Attorney:

☒	Yes	☐	No
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TOWN OF LAUDERDALE BY-THE-SEA
WORK AUTHORIZATION FOR PROFESSIONAL SERVICES

Contractor: Baxter & Woodman, Inc

Contractor's Address: 477 S. Rosemary Ave, Suite 330, West Palm Beach, FL 33401

Contract No.

Agreement Description: Continuing Professional Services Contract

Work Authorization No.: 16

Effective Date _____

P.O. # For Work Authorization:

Budget

Brief Task Description: Provide data collection, design, and permitting services for roadway and drainage improvements on Codrington Drive. See detailed scope of services for limits of project area and description of the project components.

In accordance with the above referenced agreement, you are authorized to perform the tasks detailed in attached Exhibit A (Scope of Services). All required services will be completed on or before: See Exhibit "C"

The total amount or the limiting amount of the compensation will be: \$105,862.00 unless additional services are authorized by the Town in writing. See Exhibit "B"

Compensation elements are as follows:

	Method of Compensation (Lump Sum, Hourly NTE)	Amount (\$)	Project Code
Data Collection	Lump Sum	\$35,125.00	
Preliminary Design	Lump Sum	\$16,758.00	
Design	Lump Sum	\$39,940.00	
Permitting	Lump Sum	\$9,292.00	
Bidding Assistance	Lump Sum	\$3,997.00	
Reimbursables	NTE	\$750.00	
Total		<u>\$105,862.00</u>	

Other Notes:

This Work Authorization is subject to the same terms and conditions of the Continuing Professional Services Contract dated 3/15/2017.

Please acknowledge receipt of, and agreement with, this Work Authorization by signing and dating and returning three (3) original signed copies to the Town Manager. The Town will send you one fully executed copy.

Town of Lauderdale by-the-Sea Approval:

Town Manager

(Signature)

(Date)

Tedra Smith, Town Clerk

(Signature)

(Date)

If over \$15,000, date this work was approved by the Town Commission on: _____

Contractor Acceptance:

Contractor Name: Rebecca Travis, P.E.

Title: Vice President


(Signature)

4/20/2021
(Date)

Approved Form HSK 11-8-11

Exhibit A
Work Authorization No. 17
Poinciana/Bougainvillea Roadway and Drainage Improvements
Engineering Design and Permitting

Scope of Services

A. Background

Project includes roadway and drainage improvements for 1,400 linear feet of Codrington Drive. This project was identified in the 2020 Stormwater Master Plan Update as in need of drainage improvements to reduce flooding. The drainage improvements include inlets and stormwater pipes. Replacement of an existing outfall pipe is also proposed with a larger steel pipe that will function with a future pump station proposed in the 20-year CIP to mitigate predicted sea level rise impacts. The road is proposed to be resurfaced and regraded to facilitate drainage runoff to the inlets. An attempt to address flooding in backyards will also be made, but will be dependant on legal access to those areas. The roadway design will include speed humps and landscaping for traffic calming. This project will be designed in 2021 and constructed in 2022. A rough Engineer's Opinion of Construction Cost is estimated at \$740,000 assuming competitive bidding and a 25 percent contingency.

The Town has requested Baxter & Woodman, Inc. (Consultant) to design the recommended drainage improvements as well as associated roadway improvements and streetscaping. The scope also includes permitting and bidding assistance.

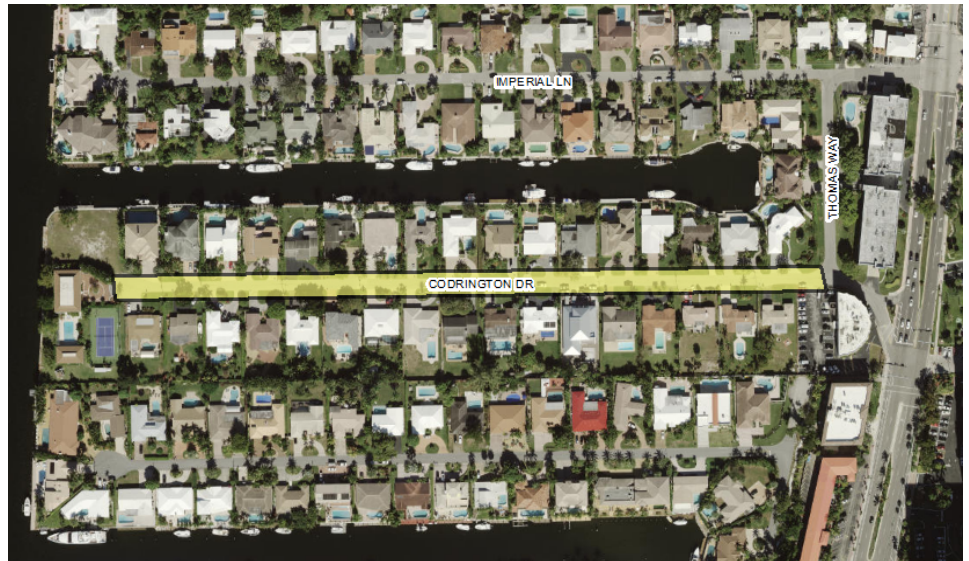


EXHIBIT 1

The project components include:

- Drainage improvements (pipes, manholes and inlets)
- Roadway Improvements (resurfacing, regrading, striping, speed humps and landscaping).

Work Authorization No. 16 provides the scope of work, schedule, and fees for data collection, design and permitting for this project.

B. Scope of Services

The Consultant's Engineering Services shall include the following tasks:

- Task 1 – Data Collection
- Task 2 – Preliminary Design
- Task 3 – Design
- Task 4 – Permitting
- Task 5 – Biding Assistance

The specific scope of services to be provided by Consultant in this Work Authorization includes the following:

Task 1 - Data Collection

Subtask 1.1 Topographical Survey

Consultant shall furnish the services of a professional surveyor to provide survey services consisting of field topography and horizontal locations referenced by baseline stationing. As required by Broward County, the design survey shall utilize the 1988 NAVD datum. All existing facilities and utilities within these limits will be referenced by baseline station with an offset distance (left or right) from baseline for the project and will include the following:

1. Topography survey at 50-foot intervals and at major ground elevation changes to depict existing ground profile at proposed project area. As required by Broward County, the design survey shall utilize the 1988 NAVD datum. All topographical surveys shall have stationing established from south to north and west to east. This shall be accomplished by creating a baseline in the field to collect pertinent data which shall include the following:
 - a. Location of all visible fixed improvements within the right-of-ways (including visible fixed improvements that would pertain to engineering design lying 10 feet outside of R-O-W on each side), easements and parcels of the project limits, including physical objects, roadway pavement, driveways, sidewalks, alleyways, walls, curb, drainage swales, shrubs, trees (use approved tree symbols), sprinkler heads and control valves, lift stations, signs, fences, power poles, buildings, and any other encumbrances, including point of curvature and point of tangency.
 - b. Location of all known above and below ground existing utilities: FP&L, AT&T, Cable TV, Natural Gas, Potable Water (pipe diameter, TOP, valves TON, fire hydrants, and meters), Force Mains (pipe diameter, TOP, and valves TON), Sanitary Sewer (pipe diameter, manhole inverts and direction, rim elevations, laterals, and clean-outs w/in 10-ft. R-O-W), outline of Lift Stations, Reclaimed Water Mains (pipe diameter, TOP, and valves TON), Storm Sewers (pipe diameter, manhole inverts and direction, catch basins, and rim/grate elevations), and all other accessible structures.
 - c. Identify all platted rights-of-way lines within the project limits (including bearing and distances for centerline), lot numbers, house/building address, ownership lines, block numbers and dedicated easements according to recorded plats. This also includes the horizontal location of the front two corners of the building on each lot and finished floor elevations.
 - d. Cross-section elevations shall be indicated every 50 feet, at a minimum, to indicate centerline grades, edge of pavement grades and shoulder grades, low points and all right-of-way lines. Intermediate grades shall be indicated at all grade breaks, driveways and sidewalks. Two grades (one at the right-of-way line and one 10 feet back) shall be indicated on the driveways to indicate direction of grade.
 - e. The survey shall include topography of the complete intersection and/or alleyway or side-street, 50 feet beyond radius returns, at the terminal end of each street.
 - f. Provide and reference benchmarks at maximum 600-foot intervals. Elevations to be referenced to an existing established Town or County Benchmark.

Subtask 1.2 Geotechnical

Consultant shall furnish the services of a professional geotechnical engineer to provide subsurface investigations (data shall be incorporated into the design documents) of the project area that will include:

- Perform Three (3) standard penetration test (SPT) borings to depths 15 feet. Soils will be characterized and depths of pavement, base and subgrade will be identified.
- MOT plan for work in travel lanes.
- Evaluate field data collected and provide signed and sealed geotechnical engineering evaluation report with recommendations regarding excavation, pipe bedding, and backfill/compaction.

Subtask 1.3 Utility Coordination

Coordination with utility agencies (electric, phone, gas, cable TV, and fiber optics, potable water, sanitary sewer, etc.) shall be performed to collect record information. A field reconnaissance of the proposed pipeline alignment shall also be performed. Photograph log walk-through will be included. In addition, potential underground existing utilities will be identified. This Subtask includes reconciling apparent discrepancies between record information and existing photographic and field-verification information.

Subtask 1.4 Field Verification – Soft Digs

Consultant shall furnish the services of a professional underground services company to provide underground field locations of affected existing utilities. The work shall consist of measuring and recording the approximate horizontal, vertical, width and depth data of affected utilities within the project limits. It is estimated that approximately eight (8) utility locations will need to be pot-holed.

Task 2 – Preliminary Design Services

Subtask 2.1 Conceptual Layout

Consultant shall prepare a conceptual layout of the proposed facilities based on the locations of existing utilities to minimize conflicts. Roadway layout will be conceptualized and included to illustrate, travel lanes, curbing, striping, speed humps and landscaping. The layout will also include recommendations regarding backyard flooding that occurs at some locations in the neighborhood. Recommendations may include filling and sodding the low areas or adding small diameter pipes and yard drains extending to the backyards where complaints of flooding have occurred. Based on a review of the topography, it appears that there may be two or three locations where yard drains may be needed. These recommendations will assist the Town in its decision regarding this issue. It should be noted that the assessment of backyard flooding does not suggest in any way that the Town is legally responsible for or capable of mitigating the problem which appears to have been caused by development south of the properties and outside of the Town limits.

Subtask 2.2 Hydrologic & Hydraulic Modeling

The Stormwater Master Plan Model will be utilized to build a more detailed drainage simulation of the project drainage based on the conceptual design layout. This model will confirm the pipe sizes and will be needed as part of the permit submittals to verify that the proposed discharge rate will not exceed the existing peak rate. A drainage report will be prepared.

Subtask 2.3 Conceptual Landscape Design

Conceptual landscaping design will be performed for areas designated in the conceptual site layout. It is anticipated that these areas may be incorporated with speed humps for a traffic calming effect. The landscaping will be incorporated in the conceptual layout for presentation to the Town and residents.

Subtask 2.4 Design Review and Public Outreach Meetings

The conceptual design and site layout will be reviewed with Town staff to solicit comments prior to moving forward with design. A public outreach meeting will also be attended where the Consultant will present the conceptual layout to the residents, answer questions and solicit feedback. The consultant will prepare boards or a slide presentation depending on the venue of the meeting.

Task 3 - Design Services

Subtask 3.1 Seawall Modification Design

Consultant will design modifications to the existing seawall where an outfall pipe will be replaced with a larger pipe. A structural engineer will determine the extent of the modifications based on measurements, as-built drawings (if available) and observations.

Subtask 3.2 Landscape and Irrigation Design

Consultant will produce drawings of landscaping and irrigation improvement based on approved concepts as presented in the Preliminary Engineering task. Trees, shrubs and other foliage will be identified with planting details and other specifications. Irrigation will be included with a connection to City water.

Subtask 3.3 Design Drawings

Contract drawings shall include: cover sheet, general notes, plan/profile drawings, and miscellaneous detail sheets. The drawing scale shall be 1-inch equals 20 feet for pipeline plan and 1-inch equals 2 feet for pipeline profile. Topographic survey data will be used as the base drawings for the infrastructure improvements. Consultant will prepare the engineering design plans in AutoCAD release 2020 format and the layering system for design elements shall be Consultant's standard. Drawings (electronic) shall be submitted for Town review at 75% and 100% stages. Consultant shall meet with the Town to discuss comments, and incorporate comments into final documents. Consultant shall furnish with the 100% design drawings, two (2) sets of 11"x17" plans and one (1) set of AutoCAD files in electronic format.

Subtask 3.4 Technical Specifications

Specifications shall be prepared by Consultant for the associated design improvements. Specifications shall be submitted for Town review at 75% and 100% stages. Consultant shall meet with the Town to discuss comments, and incorporate comments into final documents. Consultant shall utilize applicable standard technical specifications.

Subtask 3.5 Construction Cost Opinion

An opinion of probable construction cost will be prepared for the 75% and 100% drawings and specifications. The cost opinion shall reflect changes in general scope, extent or character of design requirements incorporated during the various design review stages. The cost estimate format will be consistent with the bid proposal tabulation sheet for the project. The cost opinion will be provided to the Town during the 75% and 100% design reviews.

Subtask 3.6 Design Review Meetings

Consultant shall attend up to two (2) design review/status meetings with the Town at key milestones and provide a written summary of the issues discussed.

Subtask 3.7 Public Meetings

Consultant shall attend up to two (2) public meetings with residents or the Town Council to explain the project and answer questions regarding concerns that are raised. Consultant shall prepare presentation materials using PowerPoint. It is recommended that one meeting occur early in the design and the other meeting occur prior to construction.

Task 4 - Permitting

The Consultant will meet with Broward County Environmental Licensing & Building Permitting Division to discuss the permitting requirements. The County will also review the project on the behalf of the South Florida Water Management District (SFWMD) for an Environmental Resource Permit ERP. A dewatering permit will likely need to be obtained and reviewed by SFWMD concurrently with the other permit application reviews because of the vicinity to tidal waters and concerns regarding saltwater intrusion. Services do not include preparation and submittal of the NPDES Notice of Intent (NOI) and Notice of Termination (NOT) applications.

Consultant shall prepare and sign/seal permit applications for Broward County and SFWMD, submit the required documentation for the applications, and address agency comments (one RFI per application is anticipated). Associated permit application fees shall be determined by Consultant and paid by Town.

Anticipated permit applications include:

- Broward County Surface Water Management License Modification
- SFWMD ERP Modification
- SFWMD Dewatering Permit Application

Task 5 – Bidding Assistance

Subtask 5.1 Bid Documents

Consultant will prepare Contract Document packages (i.e. bid form, drawings and specification) for Town advertisement and bidding purposes. Drawings to be full size (22" x 34") format. CONSULTANT shall also provide the TOWN with a copy of Contract Documents in pdf format. Town shall provide front-end documents that will be included.

Subtask 5.2 Pre-bid Conference

Consultant will prepare agenda and conduct pre-bid conference with interested contractors and Town staff.
Consultant will prepare and distribute meeting minutes.

Subtask 5.3 Bid Clarifications and Addendum

Consultant will respond to questions from prospective bidders and suppliers. Consultant will prepare an addendum after the pre-bid meeting and the close of the question/answer period. Consultant will provide supplemental information or clarification as appropriate, to interpret, clarify, or expand the bidding documents to the Town for inclusion in the Addendum.

Subtask 5.4 Bid Evaluation

Consultant will review the bids for completeness and will contact references of the apparent low bidder. A bid evaluation letter will be prepared and sent to the Town indicating the lowest most responsive bidder.

Subtask 5.5 Conformed Contract Documents

Consultant will prepare conformed Contract Documents for use by the Contractor and Town during construction. These shall include any revisions made to the drawings and specifications as documented in the Addendum as well as a copy of the executed agreement between the Town and the Contractor.

C. Assumptions

In addition to the work items discussed above, the following assumptions were made in establishing the scope of this Work Authorization and associated fee. Changes and/ or modifications in the above work items or these assumptions are considered an Additional Services Item under the terms of the Contract. Assumptions include:

1. Consultant assumes that all existing and proposed drainage pipeline alignments are within Town's right-of-way or easements.
2. It is understood that the Town has legal authority to perform required improvements to the outfall piping. The Town shall coordinate with individual property owners to provide access to the Design Team and Contractor as needed. It is the Town's responsibility to secure necessary surveying and legal professionals required to prepare documents for and to secure easements (temporary for construction and/or permanent) required for installation of the piping and improvements.
3. Town will provide Consultant available record drawings of existing facilities and proposed facilities within the project area. The information will be provided to Consultant within 5 calendar days of NTP.
4. Town will assist with the scheduling of meetings (as needed) with other utility owners.
5. Town personnel shall assist in the coordination with the City of Pompano Beach in field verification of affected existing City utilities. This includes painting the locations of sanitary sewers and laterals, force mains, and water mains in the field for the surveyor in a timely manner.
6. The Town is responsible for all permitting fees, including costs of public notification in local newspapers.
7. It is assumed that the outfall pipe replacement will not require a permit from the Army Corps of Engineers.
8. The design is to be based on federal, state, and local codes and standards in effect at the beginning of the project. Revisions required for compliance with any subsequent changes to those regulations is considered an Additional Services Item not currently included in this Scope of Services.
9. Consultant assumes that there are no contaminated soils or groundwater in the project area.
10. Scope does not include construction phase services which will require a separate authorization.

11. Assisting the Town in the settlement of construction contract claims is an Additional Services and is not included in this Scope of Services.
12. Services do not include preparation and submittal of the NPDES Notice of Intent (NOI) and Notice of Termination (NOT) applications.
13. Front-end documents will be provided by the Town.

Exhibit B
Town of Lauderdale by the Sea
Work Authorization #16
Engineering Design & Permitting Services for Codrington Roadway and Drainage Improvements
Fee Estimate

Task	Description	Principal Engineer \$177.89	Project Manager \$167.43	Engineer I/II \$141.27	Engineering Tech (Inspector) \$104.64	Construction Manager \$130.80	CADD/GIS Designer \$120.34	Office Support \$73.25	Total Labor	Sub-Consultant Services
1	Data Collection									
1.1	Topographical Survey	1	2	2			12		\$2,239	\$14,250
1.2	Geotechnical		2	2					\$617	\$9,000
1.3	Field Verification - Soft Digs		1	3			5		\$1,193	\$5,000
	Subtotal	1	5	7			17		\$4,050	\$28,250
2	Design Services									
2.1	Conceptual Layout	2	8	14			8		\$4,636	
2.2	Hydrologic & Hydraulic Modeling	2	8	16					\$3,956	
2.3	Conceptual Landscape Design	1	2	2			4		\$1,277	\$4,000
2.4	Design Review and Public Outreach Meetings	2	6	8					\$2,491	
	Subtotal	7	24	40			12		\$12,358	\$4,000
3	Design Services									
3.1	Seawall Modification Design	1	2	14			10		\$3,694	
3.2	Landscape and Irrigation Design	1	2	4					\$1,078	\$6,000
3.3	Design Drawings (75% and 100%)									
3.3a	75% Design Drawings	2	18	30			40		\$12,421	
3.3b	100% Design Drawings	1	8	16			22		\$6,425	
3.4	Technical Specifications (75% and 100%)	2	5	10				5	\$2,972	
3.5	Construction Cost Opinion (75% and 100%)		5	10					\$2,250	
3.6	Design Review/Status Meetings (2 total)		4	6					\$1,517	
3.7	Public Meetings including prep (2 total)		6	14					\$2,982	
	Subtotal	7	50	104			72	5	\$33,340	\$6,000
4	Permitting									
4.1	Broward County SW License	1	6	12				3	\$3,097	
4.2	SFWMD/Broward ERP	1	6	12				3	\$3,097	
4.3	SFWMD Dewatering	1	6	12				3	\$3,097	
	Subtotal	3	18	36				9	\$9,292	
5	Bidding Assistance									
5.1	Prepare Bid Documents		2	4					\$900	
5.2	Pre-bid Conference			4					\$565	
5.3	Bid Clarifications and Addendums		2	4					\$900	
5.4	Bid Evaluation		2	5					\$1,041	
5.5	Conformed Contract Documents		1	3					\$591	
	Subtotal		7	20					\$3,997	
	Labor Subtotal Hours	18	104	207			101	14	\$63,037	\$38,250
	Labor Subtotal Costs	\$3,202	\$17,413	\$29,243			\$12,154	\$1,026		
	Labor Total Costs	\$63,037								
	Subconsultant Costs Total	\$38,250								
	Subconsultant Multiplier	1.1								
	Subconsultant Total	\$42,075								
	Reimbursable Expenses	\$750								
	Total Project	\$105,862								

Exhibit C
Work Authorization Schedule

SCHEDULE

The schedule for the completion of the Work Authorization is as follows:*

<u>Task</u>	<u>Task Duration</u>	<u>Completion Date**</u>
1	Data Collection	12 weeks
2	Preliminary Design	20 weeks
3	Design	30 weeks
4	Permitting	36 weeks
5	Bidding Assistance	2 weeks

Refer to the attached Project Schedule

*Time is of the essence for all timeframes provided herein. The Consultant's failure to comply with the foregoing schedule is a default by Consultant, unless the delay is due to circumstances beyond Consultant's control. Town owns all documents and other evidence of design effort created as a result of this Work Authorization. All documents and other evidence of design effort created by Consultant pursuant to this Work Authorization must be promptly provided to the Town in Auto Cad format as a precondition to payment at any time the Consultant is in default with the terms hereof.

**The Completion date for Tasks and the Project as a whole should be expressed in weeks or months as measured from date of the notice to proceed.



Town Commission Agenda Item Report

Meeting Date: April 27, 2021

Submitted By: Ken Rubach

Submitting Department: Public Works

Item Type: Discussion Item

Agenda Section: OLD BUSINESS

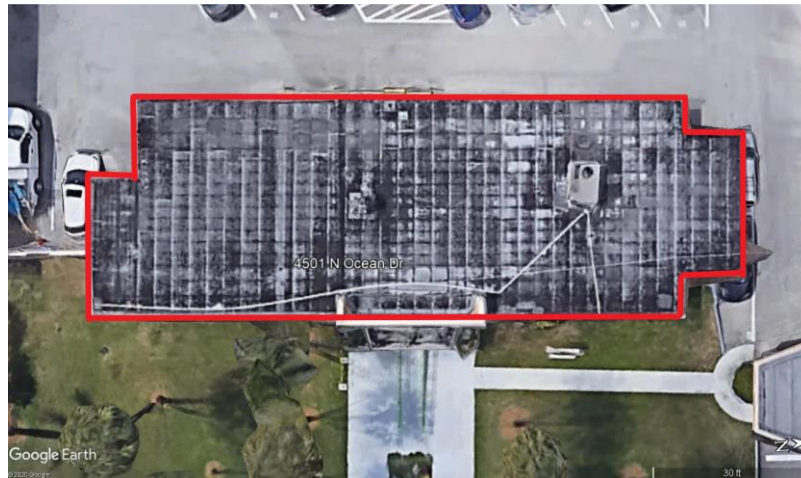
Subject Title:

Town Hall Roof Repair (Ken Rubach, Director of Public Works)

Explanation: As part of building maintenance program, staff had all the roofs on the municipal campus as well as the offsite facility inspected. The study found that all roofs except the VFD/BSO/AMR Building will need to be replaced within the next year. The roof on the Town Hall Administration building (4,000 sq ft.) was recommended for immediate replacement. The inspector noted that, if possible, this work should be completed before the start of the rainy season.

The following work has been proposed (collectively, the "Work"):

- Over the existing roof, install one layer of ½" Duro-Last Duro Fold cover board to separate the old assembly from the new roof system.
- Over the cover board, mechanically fasten one ply of Duro-Last 60 mil PVC single ply membrane as per manufacturer's specifications. All field fabricated membrane seams to be hot air welded.
- Provide and install Duro-Last single-ply flashings on roof walls up 12" high, as per manufacturer's specifications.
- Provide and install Duro-Last single-ply flashings on all curbs, as per manufacturer's specifications. Curb flashings will run up the face of the curb 8" high.
- Provide and install Duro-Last termination bar where required, mechanically fastened as per manufacturer's specifications. Seal top of termination bar with approved caulk.
- Provide and install pre-manufactured flashings on all plumbing pipes, vents, and AC equipment stand legs.
- Provide and install new aluminum counterflashing metal over the terminated flashings and apply approved sealant as per manufacturer's requirements.
- Provide and install new continuously cleated aluminum Duro-Last 8" Face Drip Edge on all perimeter roof walls.
- Provide and install Duro-Last Gray Protective Walk Pads (this contract includes 20 lineal feet) to protect areas where AC technicians perform work around AC units.



TOWN HALL ROOF OVERVIEW

Staff was able to utilize OMNIA Contract #180901-FL-028, incorporated as “Exhibit A” of the PSI Piggyback Agreement (**a nationwide purchasing cooperative, see Exhibit 1**) and work directly with National Roofing Partners (“NRP”) and its local partner, PSI Roofing (“PSI”) to access cooperative pricing. PSI provided the Town with a proposal for the Work at a cost of \$51,650.95 (**Exhibit 2**) unless the moisture survey reveals areas that are damaged (including any deteriorated decking), or moisture laden/contain wet insulation at a separate square foot price (**Exhibit 3**). Due to this unknown, staff is requesting an additional 10% contingency in the amount of \$5,165.00 to expedite any change orders that may arise bringing the total to \$56,815.95. There is a 20-year manufacturer’s warranty on material and labor as well as a 2-year workmanship warranty.

The Commission requested a comparison cost to ensure we received optimal pricing. Staff requested a cost estimate from one of our Contract Managers at Risk, State Contracting, who recently performed similar work elsewhere. The estimate they provided was \$57,060.00, which is the cost of the work excluding the 10% CM fee.

The Town Purchasing Manual states that the Town may procure goods and services via contracts that result from the Town’s participation in cooperative purchasing groups with other governmental agencies or the Town’s use of contracts from state or national cooperative purchasing networks that awarded contracts through open competition. The Town wishes to piggyback off the OMNIA Partners Contract #180901-FL028 with NRP (the “OMNIA Contract”).

At the March 9, 2021 meeting, the Commission approved the Town Hall Roof replacement as a capital project for FY21. Funds in the amount of \$100,000 (worst case scenario) were transferred to the CIP for this project at the March 23, 2021 meeting.

Recommendation:

Authorize the Interim Town Manager to execute a piggyback contract with PSI Roofing via the OMNIA Contract for the Town Hall Roof Recover in an amount not to exceed \$56,815.95.

Attachments:

- EX 1- Resolution
- EX 2 - PSI Roofing Proposal
- EX 3- Per Square Foot Repair Costs-Additional Work
- EX 4- Authorized Vendor- OMNIA

Reviewed by Town Attorney:

☐	Yes	☒	No
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A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH PROVINCIAL SOUTH INC. DBA PSI ROOFING A LOCAL PARTNER OF NATIONAL ROOFING PARTNERS, LLC DBA NATIONAL ROOFING PARTNERS FOR TOWN HALL ROOF REPAIRS, UTILIZING THE OMNIA CONTRACT #180901-FL-028 PURSUANT TO SOLICITATION NO. 18-09; AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 1, 2019, Region 4 Education Service Center (“Region 4 ESC”) entered into contract #180901-FL-028 with RL National Roofing Partners, LLC dba National Roofing Partners (“NRP”), an OMNIA Partner, pursuant to the Region 4 ESC Solicitation No. 18-09 for Roofing Products, Services, and Job-Order-Contracting Services (the “OMNIA Contract”); and

WHEREAS, Provincial South Inc. dba PSI Roofing (“PSI”) is a local partner of NRP; and

WHEREAS, the Town wishes to contract with PSI utilizing the OMNIA Contract for the Town Hall roof repair in an amount of \$51,650.95, with a 10% contingency in the amount of \$5,165.00, for a total amount not to exceed \$56,815.95 (the “Piggyback Agreement”); and

WHEREAS, the Town is authorized to piggyback agreements pursuant to Section IV.E. of the Town's Purchasing Manual; and

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to approve a Piggyback Agreement with PSI for the Town Hall roof repair.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT:**

SECTION 1. Recitals. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

SECTION 2. Piggyback Agreement Approved. The Piggyback Agreement with PSI for the Town Hall roof repair, attached hereto as Exhibit “A,” is hereby approved.

SECTION 3. Authorization to Execute the Agreement. The Interim Town Manager is hereby authorized to execute the Piggyback Agreement with PSI for a total amount not to exceed \$56,815.95, attached as Exhibit "A," together with such non-substantial changes as are deemed

necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

SECTION 4. Authorization to Implement. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

SECTION 5. Effective Date. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED on this ____ day of April, 2021.

MAYOR CHRIS VINCENT

Attest:

Tedra Allen, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**TOWN OF LAUDERDALE-BY-THE-SEA AGREEMENT FOR TOWN HALL ROOF
REPAIR SERVICES
(Piggyback Competitive Award)**

This Agreement is made this ____ day of April, 2021 (the "Effective Date") between the Town of Lauderdale-By-The-Sea, a municipal corporation organized and existing under the laws of the State of Florida and whose address 4501 North Ocean Drive, Lauderdale-By-The-Sea, FL 33308 (the "Town"), and Provincial South, Inc. dba PSI Roofing (the "Contractor"), a Florida corporation, whose address is 792 NE 45 Street, Oakland Park, FL 33334.

WITNESSETH

WHEREAS, the Town wishes to enter into an agreement with Contractor (this "Agreement") for the provision of Town Hall roof repair services (the "Services"); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between Region 4 Education Service Center ("Region 4 ESC") and RL National Roofing Partners, LLC dba National Roofing Partners ("NRP"), an OMNIA Partner, pursuant to the Region 4 ESC Solicitation No. 18-09 for Roofing Products, Services, and Job-Order-Contracting Services and resulting contract #180901-FL-028 dated March 1, 2019, attached hereto and incorporated herein as Exhibit "A" (the "OMNIA Contract"); and

WHEREAS, Contractor is a local partner of NRP; and

WHEREAS, the Town Procurement Manual authorizes the Town to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement shall be until completion of the Services.

Section 2. Contract Terms. The Contractor agrees to provide the Town the

Service as set forth in the OMNIA Contract, which terms are incorporated into this Agreement for all purposes and represent the entire agreement between the parties except for those modifications made herein. In the event of conflict between or among this Agreement and the terms and conditions of the OMNIA Contract, the order of priority shall be: this Agreement, and the OMNIA Contract.

The following additional provisions are included:

- A. The "Town of Lauderdale-By-The-Sea" and "the Town" shall be deemed substituted for "Region 4 ESC" with regard to any and all provisions of the OMNIA Contract, including by example, and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents, which is incorporated herein by this reference. All recitals, representations, and warranties of Contractor made in the OMNIA Contract, including Contractor's proposal, are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein.
- B. The Town shall compensate Contractor pursuant to the rates set forth in the OMNIA Contract, in the amount of \$51,650.95, with a 10% contingency of \$5,165.00 for a total amount not to exceed \$56,815.95.
- C. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida.
- D. Public Records
 - 1. Contractor shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:
 - 2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
 - 3. Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records

to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT tedraa@lauderdalebytheseafl.gov, OR BY MAIL: Tedra Allen, Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The Sea, Florida 33308.

Refusal of the Contractor to comply with the provisions of this Section shall be grounds for immediate termination for cause by the Town of this Agreement.

E. Scrutinized Companies

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

2. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of this Agreement.
3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions, then they shall become inoperative.

F. ETHICS

1. Contractor warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
2. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.
3. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.
4. Compliance with Applicable Law: Contractor covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. Contractor covenants that it will conduct no activity or provide any service that is unlawful or offensive.

G. INSURANCE

Contractor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the Town are named as additional insureds with respect to the required coverage. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect.

All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Broward County, Florida. The Town may accept coverage carriers having lower Best's ratings upon review of financial information concerning Contractor and the insurance carrier.

Contractor shall maintain in full force and effect throughout the contract the following types and limitations of insurance coverage:

- 1. Comprehensive General Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$2,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors coverage.
- 2. Workers' Compensation Insurance** – Statutory.
- 3. Comprehensive Automobile Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$1,000,000 Hired & Non Owned Auto Liability.

H. INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties for work or materials required under or related to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out

of, related to, whether directly or indirectly, or in any way connected with Contractor's performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

Section 3. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies as provided below:

For Town: Town Manager
 Town of Lauderdale-By-The-Sea
 4501 North Ocean Drive
 Lauderdale-By-The-Sea, FL 33308

Copy to: Town Attorney
 Town of Lauderdale-By-The-Sea
 4501 North Ocean Drive
 Lauderdale-By-The-Sea, FL 33308

For Contractor: Amanda Gleiser
 PSI Roofing
 792 NE 45th Street
 Oakland Park, FL 33334

Section 4. Severability. This Agreement sets forth the entire agreement between Contractor and the Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 5. Waiver of Jury Trial. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement or arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

TOWN:

TOWN OF LAUDERDALE-BY-THE-SEA

PSI Roofing

Linda Connors, Interim Town Manager

Date: _____

Date: _____

Attest: _____
Tedra Allen, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

Region 4 Education Service Center (ESC)

Contract # R180901

for

**Roofing Products, Services, and Job-Order-Contracting
Services**

with

**RL National Roofing Partners, LLC
dba National Roofing Partners 'NRP'**

Effective: March 1, 2019

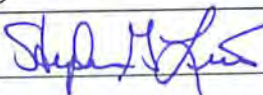
The following documents comprise the executed contract between the Region 4 Education Service Center and RL National Roofing Partners, LLC dba National Roofing Partners 'NRP', effective March 1, 2019:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: 120 days

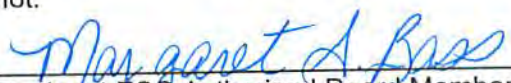
Company name RL National Roofing Partners, LLC dba National Roofing Partners 'NRP'
Address 621 E. State Highway 121 #400
City/State/Zip Coppell, Texas 75019
Telephone No. (866) 537-6034
Fax No. (214) 580-5575
Email address steve.little@kpostcompany.com
Printed name Steve Little
Position with company CEO
Authorized signature 

Accepted by The Cooperative Purchasing Network:

Acknowledgement of Addendum Number: 1

Term of contract 3/1/2019 to 2/28/2021

Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.


Region 4 ESC Authorized Board Member

8-28-18
Date

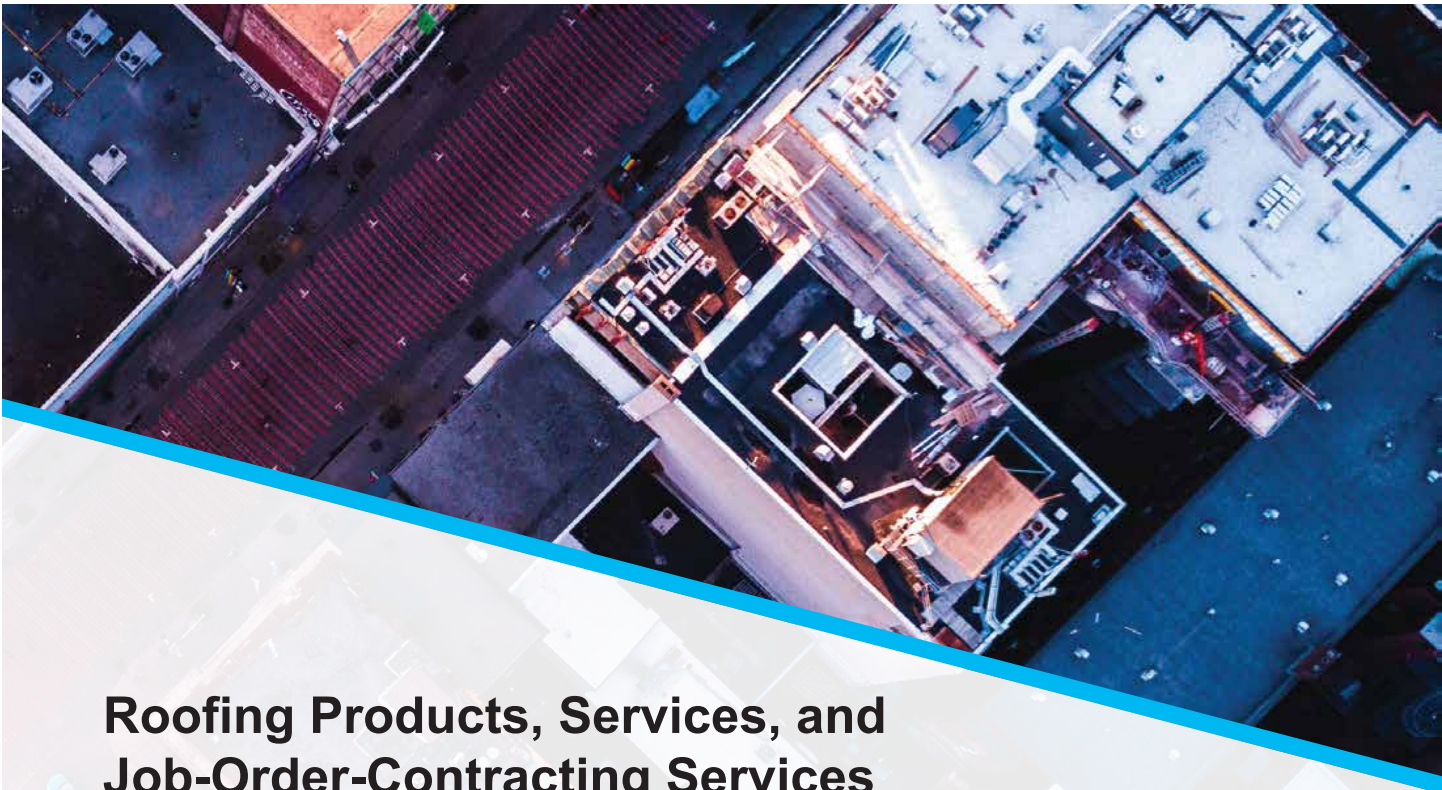
Margaret S. Beiss
Print Name

Carmen J. Moreno
Region 4 ESC Authorized Board Member

8-28-18
Date

CARMEN T. MORENO
Print Name

TCPN Contract Number R180901



Roofing Products, Services, and Job-Order-Contracting Services Solicitation No. 18-09

Submitted by:



National Roofing Partners
621 E. ST HWY 121
Suite 400
Coppell, TX 75019
Ph: 866.537.6034
Fx: 214.580.5575
www.natoinalroofingpartners.com

Submitted by:



Region 4 Education Service Center
7145 West Tidwell Road
Houston, Texas 77092
(713) 462-7708
www.esc4.net



National Roofing Partners

"Superior Service, National Coverage, Single Source"

July 25, 2018

Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77092

Re: Solicitation Number 18-09
Submittal for Roofing Products, Services, and Job Order Contracting Services

To Whom it May Concern,

We would like to thank you for allowing National Roofing Partners (NRP) the opportunity to submit our proposal for Solicitation Number 18-09, Roofing Products, Services, and Job-Order Contracting Services.

We are proud of the fact of having the largest footprint in the United States with our brick and mortar, "best in class" Partners across the United States serving their local communities and surrounding communities with the finest roofing services available. Our Partners are taxpayers in the communities that they serve and are already taking care of local schools, municipalities and higher education facilities through traditional bid processes.

With award of this Region 4 Education Service Center Contract, we feel that we will have great strength in local markets across the country. We have an ambitious Team assembled to start working this effort with years of Cooperative, Roofing and Job Order Contracting Experience. We feel confident that if successful in an award, this will be the only cooperative contract that we would need to have success nationwide.

It is an exciting time at NRP! We have just been awarded a service contract in our Telecom Division that will place us on top of over 50,000 buildings across the United States, many of which are schools, cities and higher education. This will prove to be a great opportunity to have a contract to meet with those facilities managers and share with them the benefits of using the Region 4 ESC Contract.

If you have any questions, please do not hesitate to give me a call. We look forward to being successful in our response and developing long term partnerships with TCPN Members across the country, helping them achieve longer lasting roofs and lower total cost of ownership.

Thank you,

David Adams
Vice-President, Revenue
National Roofing Partners
832.963.5220
david.adams@nationalroofingpartners.com



7145 West Tidwell Road ~ Houston, Texas 77092
(713) 462-7708
www.esc4.net

Publication Date: June 21, 2018

NOTICE TO OFFEROR

SUBMITTAL DEADLINE: Thursday, July 26, 2018 @ 2:00 PM CT

Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net or (713) 744-8189 no later than July 17, 2018 at 5pm CT. All questions and answers will be posted to www.tcpn.org under [Solicitations](#). Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Offeror of the obligations set forth in this proposal.

Request for Proposal (RFP)
by

Region 4 Education Service Center ("ESC")

for
Roofing Products, Services, and Job-Order-Contracting Services

On behalf of itself, other government agencies and non-profits, made
available through The Cooperative Purchasing Network "TCPN."

Solicitation Number 18-09

Note: Envelopes must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of vendor. Electronic submissions of the RFP will not be accepted. **Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 pm CT, at which time the bid opening process shall commence. Proposals will be collected in a conference room to be determined by Region 4 ESC and opened and recorded publicly. Any proposal received later than the specified time, whether delivered in person, courier or mailed, shall be disqualified.**

PRE-PROPOSAL CONFERENCE (ADD ONLY IF NECESSARY)

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on July 9, 2018 in the Region 4 ESC offices located at 7145 West Tidwell Road, Houston, Texas 77092. The purpose of this conference is to review the solicitation sections to allow potential Offerors to ask questions and to identify areas in the solicitation that may be unclear.

To attend the conference, Offeror must notify Crystal Wallace, Purchasing Cooperative Specialist, at cwallace@esc4.net, by July 6, 2017. Offeror's who are unable to attend in person but would like to call in must also send an email to request call in instructions from Ms. Wallace.

ATTENTION OFFERORS:

Submission of a proposal confers NO RIGHT on an Offeror to an award or to a subsequent contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a contract. Region 4 ESC reserves the right to amend the terms and provisions of the RFP, negotiate with a proposer, add, delete, or modify the contract and/or the terms of any proposal submitted, extend the deadline for submission of proposals, ask for best and final offers, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. An individual proposal may be rejected if it fails to meet any requirement of this RFP. Region 4 ESC may seek clarification from a proposer at any time, and failure to respond within a reasonable time frame is cause for rejection of a proposal.

Please be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by the State of Texas.

Because contracts are awarded by a governmental entity, all responses submitted are subject to release as public information after contracts are executed. If an Offeror believes that its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 Education Service Center ("ESC") must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offerors are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

Date

Authorized Signature & Title

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A. INTRODUCTION

I. Background on Region 4 Education Service Center

Region 4 Education Service Center (“Region 4 ESC” herein “Lead Public Agency”) on behalf of itself and all state, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Participating Agencies”) solicits proposals from qualified Offerors to enter into a Vendor Contract (“contract”) for the goods or services solicited in this proposal.

Contracts are approved and awarded by a single governmental entity, Region 4 ESC, and are only available for use and benefit of all entities complying with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities). These types of contracts are commonly referred to as being “piggybackable.”

Region 4 ESC’s purchasing cooperative was established in 1997 as a means to increase their economic and operational efficiency. The purchasing cooperative has since evolved into a National Cooperative used to assist other government and public entities increase their economical and operational efficiency when procuring goods and services.

II. What is the role of The Cooperative Purchasing Network (“TCPN”)

The Cooperative Purchasing Network (“TCPN”) assists Region 4 ESC in helping other public agencies and non-profits reap the benefits of national leveraged pricing, with no cost to the member. TCPN leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting proposals and awarding contracts for commonly purchased products and services. Through the TCPN solicitation process, Region 4 ESC awards contracts covering Facilities, Furniture, Office Supplies & Equipment, Security Systems, and Technology and other goods and services industries.

III. Purpose of TCPN

- Provide governmental and public entities opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to ensure the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple government or public entities that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting with use of best business practices.

IV. Customer Service

- TCPN is dedicated to making our contracts successful for both our members and our awarded vendors.
- TCPN is committed to providing our members and awarded vendors with high quality service.
- TCPN has dedicated staff available to answer questions, offer guidance and help in any way possible.

B. SCOPE

It is the intention of Region 4 ESC to establish a contract with vendor(s) for Roofing Products, Services, and Job-Order-Contracting Services. Awarded vendor(s) shall perform covered services under the terms of this agreement. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Electronic Catalog and/or price lists must accompany the proposal. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. If Offeror has existing cooperative contracts in place, Offeror is requested to submit pricing equal or better than those in place.

Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories

Region 4 ESC is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, TCPN also requests any value add commodity or service that could be provided under this contract.

While this solicitation specifically covers Roofing Products, Services, and Job-Order-Contracting Services, Offerors are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

C. KEY DEFINITIONS

Days: means calendar days.

Lead agency: means the government entity advertising, soliciting, evaluating and awarding the contract. This definition also includes a public agency that meets the definition of a political subdivision, including a county, city, school district, state, public higher education or special district.

Lowest Pricing Available: means the overall lowest not-to-exceed price available for the specified goods or services at the time the vendor submits their proposal.

Procurement: means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Responsive Offeror: means a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the invitation for bids or request for proposals.

Solicitation: means an invitation for bids, a request for technical offers, a request for proposals, a request for quotations or any other invitation or request by which we invite a person to participate in a procurement.

Specifications: means any description of physical or functional characteristics, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

Vendor: means any provider or seller of goods and/or services that has a contractual relationship with Region 4 or TCPN.

D. GENERAL TERMS AND INSTRUCTIONS TO OFFERORS

- I. **Submission of Response:** Unless otherwise specified in the solicitation, all submitted proposals must contain two (2) bound and signed original copies of the solicitation, and two (2) electronic copies on flash drives shall be provided. Please see format requirements below. **Vendor must also submit two (2) electronic proposals free of propriety information to be posted on Vendor information page if awarded a contract.**

Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this proposal.

Deviations from any terms, conditions and/or specifications must be conspicuously noted in writing by the Offeror and shall be included with the response. (See Appendix D).

- II. **Proposal Format:** Responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine. All forms are to be completed electronically.

Tabs should be used to separate the proposal into sections. Each tabulated section should contain both the section of the RFP referenced and the Offeror's response to that section. The following items identified must be included behind the tabs listed below. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

III. **Binder Tabs:**

- Tab 1 – Entire Vendor Contract and Signature Form (pgs. 1-15, Appendix A)
 - General Terms and Conditions Acceptance Form (Appendix D)
- Tab 2 – Questionnaire (Appendix E)
- Tab 3 – Company Profile (Appendix F, excluding References section)
- Tab 4 – Product / Services (Appendix B)
- Tab 5 – References (Appendix F)
- Tab 6 – Pricing (Appendix C)
- Tab 7 – Value Add (Appendix G)
- Tab 8 – Required Documents
 - Additional Required Documents (Appendix H)
 - Acknowledgement & Acceptance of Region 4 ESC Open Records Policy (Page 4).

- IV. **Mailing of Proposals:** All bids and proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

From _____
Company _____
Address _____
City, State, Zip _____
Solicitation Name and Number _____ Due Date and Time _____

- V. **Time for Receiving Proposals:** Proposals received prior to the submittal deadline will be time-stamped upon receipt and kept secure and unopened. At the submittal deadline, Region 4 will begin the process of opening all bids publicly by collecting all proposals received before the deadline in the room designated for the bid opening. No proposals received after the submittal time and deadline will be considered. Late proposals will be returned to sender unopened.

VI. **Inquiries and/or Discrepancies**: Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net or (713) 744-8189 no later than July 17, 2018. All questions and answers will be posted to www.tcpn.org under **Solicitations**. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Offeror of the obligations set forth in this proposal.

VII. **Restricted and Prohibited Communications with Region 4 ESC**: During the period between the date Region 4 ESC issues this RFP and the selection of the vendor who is awarded a contract by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in Section "Inquiries and/or Discrepancies" in the specified manner. **Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.**

The communications prohibition shall terminate when the contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and a contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Directors and the execution of the contract, Offerors shall not engage in any prohibited communications as described in this section.

Prohibited communications includes direct contact, discussion, or promotion of any Offeror's response with any member of Region 4 ESC's Board of Directors or employees except for communications with Region 4 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

- Communications between a potential vendor, service provider, bidder, Offeror, lobbyist or consultant and any member of Region 4 ESC's Board of Directors;
- Communications between any director and any member of a selection or evaluation committee; and
- Communications between any director and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC's purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC's representatives.

VIII. Calendar of Events (subject to change):

Event

Issue RFP
Pre-proposal Conference
Deadline for receipt of questions via email
Issue Addendum/a (if required)
Proposal Due Date
Approval from Region 4 ESC
Contract Effective Date

Date:

June 21, 2018
July 9, 2018
July 17, 2018
To Be Determined
July 26, 2018
August 28, 2018
March 1, 2019

CONDITIONS OF SUBMITTING PROPOSALS

IX. Amendment of Proposal: A proposal may be amended up to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

X. Withdrawal of Proposals: Withdrawal of proposals prior to the opening date will be permitted. Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. However, consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case, Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any contracts entered into prior to Region 4 ESC receiving notice must be honored.

No Offeror should assume that their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

XI. Clarifications: Offeror may receive a written request to clarify, in writing, its proposal in order to determine whether a proposal should be considered for award. The process of clarification is not an opportunity for an Offeror to revise or modify its proposal, and any response by an Offeror to a written request for clarification that attempts to revise or modify its proposal shall be given no effect. The purpose of the request for clarification will be solely made for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal, which may be corrected or waived in the leading agency's sole discretion.

XII. Non-Responsive Proposals: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the contract, and the Offeror shall receive notice of the rejection of its proposal.

XIII. Negotiations: Region 4 ESC shall determine which responsive proposals are in the competitive range and/or are reasonably susceptible of being selected for award. Proposals not in the competitive range may not be further evaluated. Proposals in the competitive range shall be evaluated on the basis of price and the other evaluation criteria set forth in the solicitation. In the event that Region 4 ESC decides to conduct negotiations, notice shall be provided to each Offeror whose proposal is being considered for award, which notice may identify, in general terms, the elements or factors upon which Region 4 ESC intends to base its negotiations. Offerors will not be assisted, in any way, to bring their proposal up to the level of other proposals through discussions. During the course of negotiations, no Offeror's technical proposal or pricing shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Region 4 ESC will also not indicate to Offeror a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Offerors' proposals or prices.

XIV. Best and Final Offer: Region 4 ESC, in its sole discretion, may request all Offerors in the competitive range to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If

an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior offer will be considered to be its Best and Final Offer.

- XV. Specifications:** When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members.

References to manufacturer's specifications (Design Guides), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

- XVI. Quality of Materials or Services:** Offeror shall state the brand name and number of the materials being provided. If none is indicated, then it is understood that the Offeror is quoting on the exact brand name and number specified or mentioned in the solicitation.

However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

- XVII. Samples:** Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show that the sample does not comply with solicitation requirements.

Submissions may be rejected for failing to submit samples as requested.

- XVIII. Deviations and Exceptions:** Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 4 ESC to award a manufacturer's complete line of products, when possible.

- XIX. Formation of Contract:** A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is awarded by Region 4 ESC. A contract is formed when Region 4 ESC's board signs the Vendor Contract Signature Form. The prospective vendor must submit a signed Vendor Signature Form with the response thus, eliminating the need for a formal signing process.

- XX. Estimated Quantities:** Region 4 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation based on multiple surveys and usage of other contracts that may have included similar services; however, Region 4 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The volume for this contract is estimated to be from \$25 million a year to \$50 million a year. This information is provided solely as an aid to contract vendors in preparing proposals only. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

- XXI. Multiple Awards:** Membership includes a large number of potential entities which may utilize this contract throughout the nation. In order to assure that any ensuing contract(s) will allow Region 4 ESC to fulfill current and future needs, Region 4 ESC reserves the right to award contract(s) to multiple

vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 4 ESC.

- XXII. Non-Exclusive:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and benefit of participating members. Region 4 ESC and participating entities reserve the right to obtain like goods and services from other sources.

AWARD PROCESS

- XXIII. Award or Rejection of Proposals:** In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to participating agencies, price and other factors considered. Region 4 ESC reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most advantageous response. To qualify for evaluation, a proposal must have been submitted on time, and satisfy all mandatory requirements identified in this solicitation. Proposals that are materially non-responsive will be rejected and the Offeror will be provided notice of such rejection.

- XXIV. Evaluation Process:** In evaluating the responses the following predetermined criteria is considered:

Products/Pricing (40 Points)

1. Scope and breadth of products available
2. All products and services available
3. Pricing for all available products and services
4. Pricing for warranties on all products and services
5. Ability of Customers to verify that they received contract pricing
6. Payment methods
7. Other factors relevant to this section as submitted by the proposer

Performance Capability (25 Points)

1. Ability to deliver products and services nationally
2. Response to emergency orders
3. Average Fill Rate
4. Average on time delivery rate
5. Shipping charges
6. Return and restocking policy and applicable fees
7. History of meeting the shipping and delivery timelines
8. Ability to meet service and warranty needs of members
9. Customer service/problem resolution
10. Invoicing process
11. Contract implementation/Customer transition
12. Financial condition of vendor
13. Website ease of use, availability, and capabilities related to ordering, returns and reporting
14. Offeror's safety record
15. Offeror's subcontracting plan
16. Instructional materials
17. Other factors relevant to this section as submitted by the proposer

Qualification and Experience (25 Points)

1. Offeror's reputation in the marketplace
2. Reputation of products and services in the marketplace
3. Past relationship with Region 4 ESC and/or participating agencies

4. Experience and qualification of key employees
5. Location and number of sales persons who will work on this contract
6. Past experience working with the government sector
7. Exhibited understanding of JOC estimating and delivery method
8. Exhibited understanding of cooperative purchasing
9. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
10. Minimum of 10 customer references relating to the products and services within this RFP
11. Other factors relevant to this section as submitted by the proposer

Value Add (10 Points)

1. Marketing plan and capability
2. Sales force training
3. Other factors relevant to this section as submitted by the proposer

XXV. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

XXVI. Evaluation: A committee will review and evaluate all responses and make a recommendation for award of contract(s). The recommendation for contract awards will be based on the predetermined criteria factors outlined in this solicitation, where each factor is assigned a point value based on its importance.

XXVII. Past Performance: An Offeror's performance and actions under previously awarded contracts are relevant in determining whether or not the Offeror is likely to provide quality goods and services to TCPN members; including the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer.

OPEN RECORDS POLICY

XXVIII. Proprietary Information: Because contracts are awarded by a governmental entity, all responses submitted are subject to release as public information after contracts are executed. If an Offeror believes that its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

PROTEST OF NON-AWARD

XXIX. Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CT. No protest shall lie for a claim that the selected Vendor is not a responsible Offeror. Protests shall be filed with Robert Zingelmann, Chief Financial Officer, Finance and Operations Services, and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:

1. Name, address and telephone number of protester
2. Original signature of protester or its representative
3. Identification of the solicitation by RFP number
4. Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested.
5. Any protest review and action shall be considered final with no further formalities being considered.

LIMITATION OF LIABILITY

XXX. Waiver: BY SUBMITTING A PROPOSAL, OFFER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE COOPERATIVE PURCHASING NETWORK AND REGION 4 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

XXXI. NEITHER REGION 4 ESC NOR TCPN SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED VENDOR IN CONNECTION WITH RESPONDING TO THE RFP, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF A CONTRACT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED VENDOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 4 ESC OR TCPN.

VENDOR CONTRACT AND SIGNATURE FORM

RECITALS

ARTICLE 1- GENERAL TERMS AND CONDITIONS

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- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

- 1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- 2.1 Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.
- 2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

- 3.1. **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable."
- 3.2. **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.
- 3.3. **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

- 4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed Offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.
- 4.2. **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

- 4.4. **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **Novation**: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **Order of Precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8. **Supplemental Agreements**: The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. **Adding authorized distributors/dealers**: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency**: Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the contract;
 - ii. Providing work and/or material that was not awarded under the contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or

- vi. Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 4 ESC or participating member prior to such work

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

- 5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

- 5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

- 5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- 5.5 **Standard Cancellation:** Region 4 ESC may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

- 6.2 **Survival Clause**: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

- 7.1 **Delivery**: Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance**: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

- 8.1 **Payments**: The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices**: The awarded vendor shall submit invoices to the participating entity clearly stating “*Per TCPN Contract*”. The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status**: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting**: The awarded vendor shall provide TCPN with an electronic accounting report, in a format prescribed by TCPN, on a monthly basis summarizing all contract Sales for the applicable month. Reports of Contract Sales for Region 4 ESC and member agencies in each calendar month shall be provided by awarded vendor to TCPN by the 10th day of the following month. If there are no sales to report, Vendor is still required to communicate that information via email.

Failure to provide a monthly report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written to Supplier shall be deemed a cause for termination of the contract at Region 4 ESC’s sole discretion.

ARTICLE 9- PRICING

- 9.1 **Best price guarantee**: The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of

any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.

- 9.2 **Price increase**: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges**: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment**: Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage**: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees**: All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees monthly to TCPN in the amount of 3% of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 4 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales").

Administrative fee payments are to accompany the contract monthly sales report by the 10th day of the following month, in the amount indicated on the report as being due. Administrative fee payments are to be paid by the awarded vendor via Automated Clearing House to a TCPN designated financial institution.

Failure to provide a monthly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of the contract and if not cured within thirty (30) day of written notice to awarded vendor shall be deemed a cause for termination of the contract, at Region 4 ESC's sole discretion.

All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 ½% per month or the maximum rate permitted by law until paid in full.

ARTICLE 10- PRICING AUDIT

- 10.1 **Audit rights**: Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1)

year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation:** Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best effort attempt by the entity to obtain appropriate funds for payment of the contract."

- 13.2 **Disclosures:** Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including

any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax**: The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- 13.5 **Marketing**: Awarded vendor agrees to allow Region 4 ESC/TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.
- 13.6 **Certificates of Insurance**: Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.7 **Legal Obligations**: It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 13.8 **Open Records Policy**: Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name _____
Address _____
City/State/Zip _____
Telephone No. _____
Fax No. _____
Email address _____
Printed name _____
Position with company _____
Authorized signature _____

Accepted by The Cooperative Purchasing Network:

Term of contract _____ **to** _____

Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

TCPN Contract Number _____

Appendix B:

PRODUCT / SERVICES SPECIFICATIONS

It is the intention of Region 4 ESC to establish an annual contract with highly qualified vendor(s) for **Roofing Products, Services, and Job-Order Contracting Services** on a national basis. Vendor(s) shall, at the request of any participating agency, provide these covered services under the terms of this RFP and the CONTRACT TERMS AND CONDITIONS. Vendor shall assist the participating agency with making a determination of its individual needs, as stated below.

The vendor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by the participating agency.

Vendors are encouraged to offer turn-key solutions to address the full range of roofing products and services being sought in this solicitation, including installation, maintenance, repair, and asset management. However, offering a turn-key solution is **not** a requirement that must be met in order to be considered for award.

Those vendors seeking multiple state awards should provide contractor license to work in the requested states and propose a separate coefficient for each.

If vendor is awarded a contract for the requested states and later decides to request additional states to work in under the contract, then a written request must be made to Region 4 ESC requesting the additional state(s). In addition, the contractor must provide proof of license and bonding capability to work in the requested new state(s) along with proof of insurance and other relevant documents.

If a respondent is awarded a contract for the requested states and later decides to request that additional affiliates be allowed to work on this contract, then a written request must be made to Region 4 ESC regarding the addition of the affiliate(s). Successful Respondents must also submit a written request to Region 4 ESC if they wish to discontinue an affiliate from doing work on this contract. All work done under this contract by affiliates, subcontractors or other parties will be the responsibility of the primary contract holder.

The contractor should describe in its business plan how it will include and work with local subcontractors and how it will work with local architects and engineers, especially those A&E firms already working with client members.

Region 4 ESC encourages the use of HUBs, MWBEs and SBEs both as prime and subcontractors. However, they must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify their subcontractors. Some client members will have a set goal for subcontracting requirements and will require that a plan be attached as an addendum to the PO outlining how the contractor will endeavor to meet their goal. Specific plans as part of the contractors' business plan to meet these goals will be part of the overall contractor's evaluation process as well as selection process for certain client members as a requirement for their delivery orders.

The contractor, at his expense and included as part of overhead, will provide adequate insurance coverage meeting at a minimum the requirements of the State of Texas or the state where the job is located. The vendor, if awarded a contract, will provide within 14 days but prior to the commencement of work, a certificate of insurance showing that Region 4 ESC has been named as additional insured. If the member has higher insurance requirements, those requirements may be added as an addendum to the purchase order.

Recognized holidays include: Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

Regular work hours will be 7am to 6pm local time unless otherwise agreed by the participating agency. A schedule for performance of work that can be met without planned overtime is the responsibility of the Contractor, unless otherwise requested by the owner.

JOB-ORDER-CONTRACTING DELIVERY METHOD

As appropriate and allowed by chapter 2269 of the Texas Government Code, contractors may deliver projects through the job order contracting delivery method under this contract. Contractors should demonstrate their experience with JOC estimating and delivery on at least 5 previous projects as requested in Appendix F.

PERFORMANCE BOND PLAN

The contractor shall submit a detailed performance bond plan that will meet the participating agency's local and state statutory requirements. The vendor is required to be knowledgeable and current on all statutory requirements for bonding. This should include, but is not limited to, a letter from a surety company that is licensed to do business in the states being proposed in the submittal. Vendors shall also provide a written statement acknowledging that they can provide surety letters for any affiliates to Region 4 ESC or participating agencies upon request. Vendors may need to provide additional capacity as work orders increase. Bonds will not require that a fee be paid to Region 4 ESC. The actual cost of the bond will be a pass-through expense to the client and added to the purchase order.

SAFETY/ENVIRONMENTAL PLAN

The contractor shall submit a detailed safety plan with their submittal. It should specifically address how the contractor will implement this plan with the subcontractors. The safety plan will need to address OSHA compliance, environmental compliance, drug testing, trend analysis and noncompliance corrective action. It should also state whether a safety officer will interact with the client member's staff and management of safety and environmental issues while working in occupied areas.

QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

The contractor shall submit a QA/QC plan within with their submittal. This plan shall detail the day to day surveillance of work and provide documentation of deficiencies and corrective actions. It should note subcontractor compliance issues and trend analysis and how inspectors will interface and work with both the subcontractors and the participating agency's staff.

SUBCONTRACTING PLAN AND/OR EXPLANATION OF APPLICABLE AFFILIATE RELATIONSHIPS

The contractor shall submit a subcontracting plan with their submittal. This plan will explain the subcontracting procedures providing assurances that the subcontractors meet the same high standards as the contractor. This will include a subcontractor's log, subcontractor qualification form, felony conviction notice and child and sex offender notice. This plan will also address how the vendor

will implement his safety plan with subcontractors (may reference the vendor's safety plan). The subcontractors will be held to the same standards as the primary roofing contractor.

A distinct portion of the subcontracting plan needs to deal with attracting, utilizing and mentoring small and disadvantaged businesses including how your company will attract these firms. Describe how your company will institute a prompt payment plan upon completion and acceptance of their work and how your company will make progress payments to subcontractors on long term job orders.

The contractor shall submit a plan detailing the relationship with any applicable affiliates that may do work under this contract. This submittal should include, but is not limited to, work history, credentials, PO processes, and process to maintain upstanding workmanship and service.

PRODUCT PERFORMANCE MINIMUM REQUIREMENTS

All roof systems must meet the regulatory requirements of the International Building Code, all applicable state and local codes for public buildings, including, but not limited to, UL 790, Class A, and FM Class 1-90 Fastening Standards. The prime contractor awarded a contract will comply with the latest, most stringent industry-standard construction details published by the National Roofing Contractors Association's **the NRCA Roofing and Waterproofing Manual**, 4th edition. (NRCA, 10255 W. Higgins road, Suite 600, Rosemont, IL 60018 || 847-299-9070 || Fax 847-299-1183). Any deviations, such as the use of proprietary designs of the prime contractor or special construction for regional climatic conditions, must be identified and explicitly agreed to by the participating agency.

ASSOCIATED PROJECT SUPPORT REQUIREMENTS

The contractor shall remove movable furniture in the work area and place it back in the required location upon completion. The purchase, delivery and storage of project construction materials should not interfere with the client's operations. Damages that occur to the client's facilities or equipment must be repaired or purchased to like or better condition by the vendor at no charge. All permits will be acquired by the vendor and invoiced at cost as part of the purchase order, unless they are provided by the participating agency.

Region 4 ESC or its representative reserves the right to inspect any project and review the contractor's project files, documentation, and correspondence.

Utilities at the job sites will be furnished free of charge to the vendor by the participating agency. Water will be furnished free, with all of the taps, connections and associated equipment supplied free of charge to the vendor or supplied by the vendor and charged to the client. Upon project completion, the connections will be removed at the direction of the client.

It is the contractor's responsibility to analyze their electrical needs and the ability of the client's facility to accommodate his request. The electricity at the job site will be free to the vendor. It will be the responsibility of the contractor to coordinate his requests and needs with the client. If additional capacity is required, the contractor is responsible for arranging for the equipment, the installation and removal at his own expense. If possible, toilet facilities will be made available by the client or the vendor will make arrangements for portable toilets.

The participating agency reserves the right to require the contractor's employees, representatives and consultants to wear identification and stay in designated work areas at all times while on the participating agency's property. The participating agency shall have the right to affect the immediate removal of any person associated with the contractor from the member's property for failure to wear identification, for being outside a designated work area, or for engaging in any behavior that the

member deems inappropriate directed toward or in the vicinity of students, employees, officials, or guests of the participating agency.

Contractor shall perform the appropriate background checks of any personnel that will be performing the services within the proximity of minors. Vendor shall notify the participating agency of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal offense, and the participating agency reserves the right to reject the proposed employee with a criminal background. No person employed by the vendor who has been found guilty of any criminal offenses shall be allowed into the work site without prior approval of the participating agency.

Description of Products and Services Offered

(Note: Pricing is to be provided separately in the Pricing tab)

A listing of products and services that should be offered under this contract is provided in the Pricing tab, but the offering need not be limited by this listing. Contractor may provide additional products and services either in this section or the value-add section. Pricing on these non-line items products and services can be addressed through a margin, a unit price book, or any other auditable pricing mechanism. Any product or service offered must have pricing that can be audited as outlined in the Pricing section in this solicitation (Appendix C). Contractors may propose a Unit Price Book to be used as an alternate pricing mechanism for special situations and for JOC delivery. Provide the coefficient(s) for all applicable regions for the unit price book proposed on the final page provided in the Pricing tab.

Appendix C:

PRICING

Electronic Price Lists

- Offerors must submit products, services, warranties, etc. in price list.
- Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular Offeror and the pricing per item.
- Services such as installation, delivery, tech support, training, and other services must be priced or listed as free in order to be offered on the contract. Unlisted services will not be accepted.
- Electronic price lists must contain the following: *(if applicable)*
 - Manufacturer part #
 - Contractor part # (if different from manufacturer part #)
 - Description
 - Manufacturers Suggested List Price and Net Price
 - Net price to Region 4 ESC (including freight)
- Media submitted for price list must include the Offeror's company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).
- ***Please submit price lists and/or catalogs in excel or delimited format only.***

Not to Exceed Pricing

- Region 4 ESC requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Contractor must allow for lower pricing to be available for similar product and service purchases.

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
	Water Resistant Roofing		
1	Pressure cleaning, vertical walls	SF	
2	Pressure cleaning, horizontal surfaces	SF	
3	Roof scanning to identify wet or substandard roof components to be removed	SF	
4	Asphalt emulsion coating, waterproofing, brush applied, per coat	SF	
5	Rubberized coating waterproofing, brush applied, per coat	SF	
6	Vinyl/acrylic resin, dampproofing, brush applied per coat.	SF	
7	Non-pigmented synthetic resin, waterproofing, one coat sprayed on	SF	
8	Caulking: remove existing, clean and prime joint	LF	
9	Caulking, epoxied urethane compound, 2 component, 1/4" x 1/4", in place	LF	
10	Caulking, polyurethane, 1 component, 1/4" x 1/4", in place	LF	
11	Caulking, polyurethane, 1 component, 1/2" x 1/2", in place	LF	
12	Caulking, silicone rubber, 1 component, 1/4" x 1/4", in place	LF	
13	Caulking, epoxied urethane compound, 2 component, 1/4" x 1/4", in place	LF	
14	Caulking, silicone rubber, 1 component, 3/4" x 3/8", in place	LF	
15	Backer rod, polyethylene, 3/8" diameter, installed in prepared opening	LF	
16	Backer rod, polyethylene, 1/2" diameter, installed in prepared opening	LF	
17	Backer rod, polyethylene, 3/4" diameter, installed in prepared opening	LF	
18	Backer rod, polyethylene, 1" diameter, installed in prepared opening	LF	
19	Building paper, asphalt felt sheathing paper, 1 ply, 15#, in place	SF	
20	Building paper, asphalt felt sheathing paper, 1 ply, 40#, in place	SF	

21	Building paper, red rosin paper, 5 square rolls, 4#, in place	SF	
22	Vapor retarder adhered, 2 ply inorganic, glass Type 15, applied in Type IV (or appropriate type) asphalt, in place	SF	
23	Vapor retarder, 2 ply organic, Type 15 pound, applied in Type IV asphalt (or appropriate type), in place	SF	
24	Vapor retarder; 2-ply inorganic, glass, Type IV, applied in cold adhesive to 4' x 8' x 1/4" glass-mat embedded, water resistant gypsum core panel mechanically fastened	SF	
	Insulation		
1	Demolition of roof insulation, per inch of depth	SF	
2	Demolition of lightweight cementitious fills, per inch of depth	SF	
3	Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets with fiberglass facers, 1" thick, R-6.6, applied Type IV asphalt		
3a	Hot applications	SF	
3b	Cold applications	SF	
4	Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets with fiberglass facers, 1 1/2" thick, R-10.0, applied Type IV asphalt		
4a	Hot applications	SF	
4b	Cold applications	SF	

5	Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets, 1" thick, R-6.6, mechanically fastened	SF	
6	Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets with fiberglass facers, 1 1/2" thick, R-10.0, mechanically fastened	SF	
7	Roof deck insulation, fiberboard in 4' x 4' sheets, 1/2" thick, R-1.39, applied Type IV asphalt		
7a	Hot applications	SF	
7b	Cold applications	SF	
8	Roof deck insulation, fiberboard in 4' x 8' sheets, 25/32" thick, R-2.4, installed hot/cold or mechanically attached coated six sides		
8a	Hot applications	SF	
8b	Cold applications	SF	
8c	Mechanically attached	SF	
9	Roof deck insulation, fiberboard in 4' x 4', 1" thick, R-2.78, applied Type IV asphalt (or appropriate asphalt), coated six sides		
9a	Hot applications	SF	
9b	Cold applications	SF	
10	Roof deck insulation, fiberboard in 4' x 4' sheets, 1/2" thick, R-1.39, mechanically fastened, coated six sides	SF	
11	Roof deck insulation, fiberboard in 4' x 4', 1" thick, R-2.78, mechanically fastened, coated six sides	SF	
12	Roof deck insulation, lightweight cellular wire reinforced concrete fill, R-value depending on thickness, per inch of depth	SF	
13	Roof deck insulation, vermiculite at 1/8:12, R-value depending on thickness, per inch of depth	SF	
14	Roof deck insulation, vermiculite at 1/4:12, R-value depending on thickness, per inch of depth	SF	
15	Roof deck insulation, gypsum panels, 3" thick	SF	

16	Roof deck insulation, Isocyanurate (black facer only), tapered, 1/8" per foot slope, Type IV asphalt, per inch of depth	SF	
17	Roof deck insulation, Isocyanurate (black facer only), tapered, 1/4" per foot slope, Type IV asphalt, per inch of depth	SF	
18	Cold insulation adhesive	SF	
19	CDX Gypsum, 1/4" x 4' x 8'		
19a	Mechanically attached	SF	
19b	Set into adhesive	SF	
20	CDX Gypsum, 1/2" x 4' x 8'		
20a	Mechanically attached	SF	
20b	Set into adhesive	SF	
21	CDX Gypsum with fiberglass, facer: 1/4" x 4' x 8'		
21a	Mechanically attached	SF	
21b	Set into adhesive	SF	
22	CDX Gypsum with fiberglass facer: 1/2" x 4' x 8'		
22a	Mechanically attached	SF	
22b	Set into adhesive	SF	
	Roof Tiles and Shingles		
1	Remove composition shingles and felts to decking	SF	
2	Test for asbestos prior to removal	SF	
3	Remove clay, concrete, or slate roof tiles to decking	SF	
4	Remove wood shingles and felts to decking	SF	
5	Shingles, fiberglass, Class A, 25-year strip shingles, slopes 3:12 or greater	SF	
6	Shingles, fiberglass, Class A, 30-year, premium laminated multilayered	SF	

7a	Replace clay or concrete roof tiles	Each	
7b	Replace/repair other shingles	Each	
8	Self-adhering ice and water shield membrane for shingles, tiles, metal waterways, penetrations, valleys, ridges, edges, etc.	SF	
	Roofing and Roof Restoration		
1	Remove built-up roof, multi-ply aggregate, non-asbestos, 1" thick or less	SF	
2	Remove single-ply roof: ballast, and membrane only	SF	
3	Remove single-ply roof, membrane partially or fully adhered	SF	
4	Remove single-ply roof, membrane mechanically attached	SF	
5	Remove copper sheet roofing	SF	
6	Base sheet, 3-ply fiberglass, Type IV (or appropriate type) asphalt (17 year roof)	SF	
7	Base sheet, 4-ply fiberglass, mechanically attached (17-year roof)	SF	
8	Fiberglass cap finishing membrane	SF	
9	Base sheet with 2 ply, fiberglass felts, Type IV asphalt (or appropriate type)	SF	
10	Base sheet with 3 ply, fiberglass felts, Type IV asphalt (or appropriate type)	SF	
11	Base sheet mechanically attached with 4 ply, Type VI fiberglass felts, Type IV (or appropriate type) asphalt	SF	
12	Nail base sheet, 3 ply Type VI fiberglass felts, fiberglass cap, Type IV (or appropriate type) asphalt.	SF	
13	Base sheet with 4 ply; 2 polyester and 2 fiberglass felts, Type IV (or appropriate type) asphalt (20 year roof)	SF	
14	Built-up roof, base sheet with 3 ply polyester roofing sheet, Type IV (or appropriate type) asphalt (20 year roof)	SF	
15	Built-up roof, base sheet with 3 ply Type GS fiberglass, cold process adhesive (20 year roof)	SF	

16	Built-up roof base sheet plus 4 ply Type G2 fiberglass, cold process adhesive (30 year roof)	SF	
17	Built-up roof, base sheet, 1 ply Type VI fiberglass, 1 ply modified bitumen sheet, fire rated, Type IV asphalt (15 year roof)	SF	
18	Built-up roof, base sheet, 2 ply polyester roofing sheet, 1 ply modified bitumen sheet, fire rated, Type IV asphalt (or appropriate type) (20 year roof)	SF	
19	Built-up roof, base sheet, G-2, 33 lb., mechanically attached	SF	
20	Built-up roof, base sheet, G-2, 33 lb., Type IV asphalt	SF	
21	Built-up roof, premium asphalt, added cost per ply per square foot	SF	
22	Built-up roof, modified bitumen adhesive, added cost per ply per square foot	SF	
23	Built-up roof, surface with cold asphaltic surfacing adhesive and gravel	SF	
24	Built-up roof, surface with emulsion and granules	SF	
25	Built-up roof, surface with emulsion and aluminum coating	SF	
26	Built-up roof, surface with emulsion and white elastomeric coating	SF	
27	Built-up roof, surface with aluminum coating or paint	SF	
28	Built-up roofing, surface with high solids white elastomeric coating	SF	
29	Built-up roofing repairs; fibered asphalt mastic, brush grade, with fiberglass mesh.	SF	
30	Built-up roofing repairs; pitch-based mastic, with fiberglass mesh	SF	
31	Built-up roofing repairs; elastomeric mastic, with fiberglass mesh	SF	
32	Built-up roofing restoration, coal tar pitch roofs	SF	
33	Built-up roofing restoration, odorless, coal tar pitch or asphalt roofs	SF	
34	Single-ply roof, CSPE, 45 mils reinforced, asbestos free, mechanically fastened	SF	

35	Single-ply roof, CSPE, 60 mils reinforced, asbestos free, mechanically fastened	SF	
36	Single-ply roofing repairs (CSPE, PVC, and EPDM)		
36a	CSPE	SF	
36b	PVC	SF	
36c	EPDM	SF	
37	Flashing membrane, 2 ply, Type IV or Type VI fiberglass	SF	
38	Flashing membrane, 1 ply polyester and 1 ply modified bitumen	SF	
39	Flashing membrane, 2 ply, polyester	SF	
40	Flashing membrane, CSPE	SF	
41	Flashing membrane, CSPE with aluminum coating	SF	
42	Polyurethane foam roofing	SF	
43	Additional Polyurethane foam coating	SF	
44	Single-ply roof, EDPM, 45 mils reinforced, mechanically fastened	SF	
45	Single-ply roof, EDPM, 60 mils fully adhered	SF	
46	Built-up roof, base sheet with 3 ply trilaminate ply, cold process adhesive (25 year roof)	SF	
47	Built-up roof, surface with premium asphalt, and gravel.	SF	
48	Built-up roof, surface with Fire Retardant Aluminum coating or paint, single coat	SF	
49	Modified Bitumen roof, base sheet, cap sheet, cold Modified Bitumen Adhesive	SF	
50	Built-up roof, 3 ply fiberglass felts, Type IV asphalt	SF	
51	Single ply Roof, 45 mils fully adhered with bonding adhesive	SF	
52	Single ply roof, TPA Fleece Back, 45 mils fully adhered with hot asphalt	SF	
53	Single ply roof, 45 mils mechanically attached	SF	
54	Base sheet mechanically attached with 3 ply fiberglass felts, Type 1 - Coal Tar Pitch	SF	

55	Base sheet mechanically attached with 3 ply Organic felts, Type 1 - Coal Tar Pitch	SF	
56	Built-up roof, 4 ply Fiberglass felts, Type 1 Coal Tar Pitch	SF	
57	Build-up roof, 4 ply Organic felts, Type 1 Coal Tar Pitch	SF	
58	Built-up roof, surface with hot Coal Tar Pitch and gravel	SF	
59	Single ply repairs using 2 coat polyurethane, elastomeric coating system	SF	
60	Single ply repairs at laps or defects using 2 coats elastomeric coating system with reinforcement	SF	
61	Single ply roof, TPA fleece back, 60 mils fully adhered with hot asphalt	SF	
62	Single ply roof 60 mils fully adhered with bonding adhesive	SF	
63	Built-up roof, 1 ply Trilaminate, 1 ply Modified Bitumen Sheet, fire rated	SF	
	Masonry		
1	Brick, remove and reset, 1 to 50 sq ft	SF	
2	Brick, remove and reset, over 50 sq ft	SF	
3	Block, remove and reset	SF	
4	Coping stones, remove and reset	Each	
5	Brick, block or coping removal	Each	
6	Brick, block and brick exterior wall maintenance, repair and application of protective coatings.		
6a	Selective Demolition of Concrete Block Masonry Units (CMU) with perimeter saw cutting- swingstage 4", 6" and 8" block (high-rise)	Each	
6b	Selective Demolition of Brick Masonry Units with perimeter saw cutting - swingstage one, two, and three wythe (high-rise)	SF	
6c	Selective Demolition of Brick Masonry Units with perimeter saw cutting - scaffolding one, two and three wythe (low-rise)	SF	

7	Selective Demolition of Mortar Joint with Perimeter Sawcutting – Swingstage (high-rise)		
7a	Removal of existing mortar (½” wide by ¾” depth)	SF	
7b	Removal of existing mortar (¾” wide by ¾” depth)	SF	
7c	Removal of existing mortar (½” wide by 1½” depth)	SF	
7d	Removal of existing mortar (¾” wide by 1½” depth)	SF	
8	Selective Demolition of Mortar Joint with Perimeter Sawcutting – Scaffolding (low-rise)		
8a	Removal of existing mortar (½” wide by ¾” depth)	SF	
8b	Removal of existing mortar (¾” wide by ¾” depth)	SF	
8c	Removal of existing mortar (½” wide by 1½” depth)	SF	
8d	Removal of existing mortar (¾” wide by 1½” depth)	SF	
9	New Pointing Work – Swingstage (high-rise)		
9a	Furnish and install new mortar (½” wide by ¾” depth)	SF	
9b	Furnish and install new mortar (¾” wide by ¾” depth)	SF	
9c	Furnish and install new mortar (½” wide by 1 ½” depth)	SF	
9d	Furnish and install new mortar (¾” wide by 1 ½” depth)	SF	

10	New Pointing Work – Scaffolding (low-rise)		
10a	Furnish and install new mortar ($\frac{1}{2}$ " wide by $\frac{3}{4}$ " depth)	SF	
10b	Furnish and install new mortar ($\frac{3}{4}$ " wide by $\frac{3}{4}$ " depth)	SF	
10c	Furnish and install new mortar ($\frac{1}{2}$ " wide by 1 $\frac{1}{2}$ " depth)	SF	
10d	Furnish and install new mortar ($\frac{3}{4}$ " wide by 1 $\frac{1}{2}$ " depth)	SF	
11	Removal of Roof Parapets – Swingstage (high-rise)		
11a	Removal of 3 wythe brick parapet wall (24" high)	SF	
11b	Removal of 3 wythe brick parapet wall (42" high)	SF	
11c	Removal of 2 wythe brick parapet wall (24" high)	SF	
11d	Removal of 3 wythe brick parapet wall (42" high)	SF	
12	Removal of Roof Parapets – Scaffolding (low-rise)		
12a	Removal of 3 wythe brick parapet wall (24" high)	SF	

12b	Removal of 3 wythe brick parapet wall (42" high)	SF	
12c	Removal of 2 wythe brick parapet wall (24" high)	SF	
12d	Removal of 3 wythe brick parapet wall (42" high)	SF	
13	Reconstruction of Brick Masonry Roof Parapets – Swingstage (high-rise)		
13a	New brick masonry parapet w/stone coping and flashings (3 wythe - 24" high)	SF	
13b	New brick masonry parapet w/stone coping and flashings (3 wythe - 42" high)	SF	
13c	New brick masonry parapet w/stone coping and flashings (2 wythe - 24" high)	SF	
13d	New brick masonry parapet w/stone coping and flashings (2 wythe - 42" high)	SF	
14	Reconstruction of Brick Masonry Roof Parapets – Scaffolding (low-rise)		
14a	New brick masonry parapet w/stone coping and flashings (3 wythe - 24" high)	SF	
14b	b) New brick masonry parapet w/stone coping and flashings (3 wythe - 42" high)	SF	
14c	c) New brick masonry parapet w/stone coping and flashings (2 wythe - 24" high)	SF	
14d	d) New brick masonry parapet w/stone coping and flashings (2 wythe - 42" high)	SF	
15	New Throughwall Flashings – Swingstage (high-rise)		

15a	Removal of 4 courses 1 wythe brick wall w/Temporary Shoring	SF	
15b	Removal and replacement of steel lintel	SF	
15c	Furnish and install new flashings (Bituthane)	SF	
15d	Furnish and install new flashings (Lead coated copper)	SF	
15e	Parging and waterproofing of back-up wall	SF	
16	New Throughwall Flashings – Scaffolding (low-rise)		
16a	Removal of 4 courses 1 wythe brick wall w/Temporary Shoring	SF	
16b	Removal and replacement of steel lintel	SF	
16c	Furnish and install new flashings (Bituthane)	SF	
16d	Furnish and install new flashings (Lead coated copper)	SF	
16e	Parging and waterproofing of back-up wall	SF	
17	Brick Masonry/Stone Stabilization		
17a	Drilling and installation of new friction pins with mortar cap	SF	
17b	Drilling and installation of new friction pins for lime stone with mortar cap	SF	
18	Limestone Removal and Replacement.		
18a	Removal of existing deteriorated architectural limestone	SF	
18b	Furnish and install new limestone replacement.	SF	
18c	Replacement of stone with lightweight polymer resin to match	SF	
18d	Minor patching of existing stone to match	SF	
19	Terra Cotta Removal and Replacement.		
19a	Removal of existing deteriorated architectural Terra Cotta	SF	
19b	Furnish and install new Terra Cotta replacement.	SF	
19c	Replacement of stone with lightweight polymer resin to match	SF	
19d	Minor patching of existing stone to match	SF	
20	Roof Coping Stones.		
20a	Removal of existing roof coping stones (16 inches)	SF	

20b	Removal and parging of existing substrate	SF	
20c	Furnish and install new lead coated copper flashings	SF	
20d	Drilling and epoxy grouting stainless steel pins	SF	
20e	Reinstallation of existing stones with cleaning	SF	
20f	Furnish and install new coping stones	SF	
20g	Furnish and install new sealants between coping stones.	SF	
20h	Cleaning and coating of existing stones.	SF	
21	CMU Backup Wall Repair and Waterproofing.		
21a	Replacement of Deteriorated CMU Back-up	SF	
21b	Parging of CMU back-up wall	SF	
21c	Waterproofing of back-up wall	SF	
22	Brick Masonry Piers		
22a	Isolated repair of existing masonry piers (removal and replacement)	SF	
22b	Reconstruction of isolated areas of pier	SF	
22c	Construction of new masonry piers.	SF	
23	Crack Repair		
23a	Drill and install new stainless steel pins.	Each	
23b	Grouting of open cracks	SF	
23c	Replacement of cracked bricks	SF	
24	Concrete Removal		
24a	Perimeter sawcutting	SF	
24b	Removal of existing concrete (2" depth).	SF	
24c	Removal of existing concrete (3.5" depth).	SF	
25	New Concrete and Coating		
25a	Placement of new high strength patching mortar (2" depth)	SF	
25b	Placement of new high strength patching mortar (3.5" depth).	SF	
25c	Cleaning and coating of concrete surface.	SF	
25d	Sidewalk Bridging.	SF	
25e	Temporary Roof Protection	SF	
26	Metal Work		
26a	Remove standard metal decking	SF	

26b	Install metal decking; 1-1/2" deep, 20 gauge, standard profile	SF	
27	Install steel plate, two sizes	SF	
27a	10 Gauge, standard application	SF	
27b	Extra heavy-duty 1/4th inch	SF	
28	Remove metal counterflashing	LF	
28a	Counterflashing, galvanized, 24 gauge, 6" width	LF	
28b	Counterflashing, copper, 16 oz., 6" width	LF	
29	Remove metal edge, gravel stop, eave strip, or coping	LF	
29a	Metal edge raised, galvanized steel fascia/eave drip; 6" face, hemmed, continuous cleat, 3" deck flange	LF	
29b	Gravel stop, galvanized steel, 24 gauge, 6" face	LF	
30	Remove metal gutter	LF	
30a	Gutter, galvanized steel, ASTM 526, with 12.5oz./square foot galvanized coating, 24 gauge, 5" box or ogee style, joints and end caps shall be soldered	LF	
30b	Gutter, aluminum, .050" thick 5" box or ogee, painted, Kynar finish	LF	
30c	Gutter, copper, 16 oz, half round, 5" wide	LF	
30d	Gutter, copper, 16 oz, half round, 6" wide	LF	
31	Remove metal downspouts	LF	
31a	Downspouts, aluminum, .024" thick, 3" x 4", painted, installed	LF	
31b	Downspouts, GI, 24 gauge 3" x 4" installed	LF	
31c	Downspouts, GI, 24 gauge, 4" round, installed	LF	
31d	Downspouts, copper, 16 oz., 6" round, installed	LF	
31e	Downspouts, strainer	Each	
31f	Metal flashing, apron flashing, 9" wide	LF	
31g	Metal flashing, step flashing	Each	
31h	Metal splash pan, 16 oz.	Each	
31i	Metal trim, aluminum, .032" thick, painted	SF	
31j	Metal storm collar	Each	

31k	Metal coping, galvanized steel, 24 gauge, standing seam	SF	
31L	Metal coping, galvanized steel, 24 gauge, with butt plate	SF	
31m	Resolder joints in sheet metal	LF	
31n	Metal edge, aluminum, 0.50 thick 6" face painted	SF	
31n	Metal edge, aluminum, free floating fascia system	SF	
31o	Parapet wall metal	SF	
31p	Metal edge, anodized finished aluminum, free floating fascia system 8 inches	SF	
31q	Metal edge, high performance fluorocarbon finished aluminum, free floating fascia system 8 inches	SF	
31r	Metal edge, anodized finished aluminum, free floating fascia system 6 inches	SF	
31s	Metal edge, high performance fluorocarbon finished aluminum, free floating fascia system 6 inches	SF	
32	New Aluminum Metal Cladding		
32a	Furnish and install new uninsulated aluminum wall cladding	SF	
32b	Furnish and install new insulated aluminum wall cladding	SF	
32c	Furnish and install new insulated aluminum wall cladding panels (Architecture	SF	
32d	Cladding of roof parapet walls with copings.	SF	
33	New Exterior Insulation and Finish System (EIFS)		
33a	New Exterior Insulation and Finish System (EIFS)	SF	
33b	New Exterior Insulation Finish System (EIFS) w/o insulation	SF	
33c	New Metal Copings.	SF	
34	Surface Preparation		
34a	Cleaning of existing steel and surface.	SF	
34b	Coating of existing reinforcement	SF	
34c	Exterior rated gypsum board sheathing and substrate	SF	

35	Woodwork		
35a	Demolition of plywood or standard 1" x 6" decking	SF	
35b	Demolition of standard 2" x 6" tongue and groove decking	SF	
35c	Plywood decking, CDX, 1/2" thick (or 15/32" optional)	SF	
35d	Plywood decking, CDX, 5/8" thick	SF	
35e	Plywood decking, CDX, 3/4" thick	SF	
35f	Standard 1" x 6" decking, tongue and groove	SF	
35g	Standard 2" x 6" tongue and groove decking	SF	
35h	Cants, wood fiber, trapezoidal, 1 1/2" x 5 5/8"	LF	
35i	Cants, SBX treated wood, 4" x 4" diagonal	LF	
35j	Nailer, SBX treated wood, 1" x 4"	LF	
35k	Nailer, SBX treated wood, 2" x 4"	LF	
36	Nailer, SBX treated wood		
36a	2" x 6"	LF	
36b	2" x 8" optional	LF	
36c	Curbing, SBX treated wood, 2" x 12"	LF	
37	Joist, fir		
37a	2" x 6"	LF	
37b	2" x 8" optional	LF	
38	Joist, fir		
38a	2" x 10"	LF	
38b	2" x 12" optional	LF	
39	Standing Seam Metal Roof System (SSMRS) Price Each Specification Using Line Items		
39a	Pre-Engineered SSMRS, products (20-year roof)	SF	
39b	Subpurlins	LF	
39c	Roof panel installation	SF	
39d	Field forming of panels	SF	
39e	Concealed anchor clips	Each	
39f	Vapor retarder installation	SF	
39g	Insulation installation	SF	
39h	Gutters (SSMRS only)	LF	
39i	Gutter liners	SF	
39j	Flashing	LF	

39k	Expansion joints	LF	
40	Finishing touches (no additional cost in contract)		
40a	Snow retention assemblies	LF	
40b	Self-adhering ice and water shield membrane for shingles, tiles, metal waterways, penetrations, valleys, ridges, edges, etc.	LF	
41	Roof Specialties and Accessories		
41a	Remove roof hatch	Each	
41b	Roof hatch, aluminum, 2'6" x 3'0"	Each	
41c	Roof hatch, aluminum, larger sizes	SF	
41d	Remove existing roof drain, except plumbing	Each	
41e	Install new roof 4" drain, except plumbing	Each	
41f	Install new roof 6" drain, except plumbing	Each	
41g	Reflash existing roof drain	Each	
41h	Plumbing stack, 4# lead flashing	Each	
41i	Scupper, sheet steel, 24 gauge ASTM A 526, match existing configuration	Each	
41j	Remove existing walkway, built-up roofs	SF	
41k	Walkway, built-up roofs, desert tan fiberglass	LF	
41L	Walkway, built up roofs, non skid	LF	
42	Walkway, single ply roof		
42a	30" wide roll goods, tape attached	LF	
42b	30" wide roll, hot asphalt attached	LF	
42c	30" wide roll, adhesive attached	LF	
42d	Roof ventilators	Each	
42e	Roof ladder, steel, bolted to concrete, up to 20 feet, without cage	LF	
42f	Roof ladder, steel, bolted to concrete, 20 feet and up, with cage; with intermediate landings as required by Code	LF	
42g	Roof ladder, security ladder guard	Each	
42h	Termination bar, aluminum, 1/4" x 1"	LF	

42i	Pitch pocket, 24 gauge, GI, 6" x 6", with storm collar hemmed to outside, soldered corners and seams	Each	
42j	Pitch pocket, 24 gauge, GI, 8" x 8", with storm collar, hemmed to outside, soldered corners and seams	Each	
43	Pitch pocket, resurface top only		
43a	8" x 8"	Each	
43b	12" x 12"	Each	
43c	Expansion joint, butyl or neoprene bellows, galvanized flange	LF	
43d	Expansion joint, CSPE reinforced	LF	
43e	Repair kit for dry repairs	Each	
43f	Repair kit for wet repairs	Each	
44	Skylights (price each size and lens combination)		
44a	Standard 3' x 5', 4' x 4', 4' x 8' with single clear lenses	SF	
44b	Standard 3' x 5', 4' x 4', 4' x 8' with clear double lenses	SF	
44c	Skylight lens replacement only, clear	SF	
44d	Skylight lens replacement only, double clear	SF	
45	Security/fall bars for skylights		
45a	3' x 5'	Each	
45b	4' x 4'	Each	
45c	4' x 8'	Each	
45d	Special sizes	SF	
46	Roof Services		
46a	Asbestos core testing and patch of existing roof surface	Each	
46b	Core analysis, 14" x 14" and patch of existing roof surface	Each	
46c	Non destructive roof scan, up to 50,000 sq ft, full service each	Each	
46d	Additional foot over 50,000 sq ft	SF	
46e	Non destructive roof scan, up to 50,000 sq ft, limited service	Each	
46f	Additional foot over 50,000 sq ft	Each	

46g	Roof inspection services (visual inspection of roofing service/membrane, flashings, counterflashings, copings, parapets, trims, hatches, penetrations, curbs, roof-mounted equipment, etc. with a written report of findings and recommendations	Day	
46h	Field/shop drawings, up to 10,000 sq ft	SF	
46i	Field/shop drawings, 10,000-50,000 sq ft	SF	
46j	Field/shop drawings, over 50,000 sq ft	SF	
46k	Prime contractor's warranty, restoration, less than 10,000 sq ft, minimum charge	Per Project	
46L	Prime contractor's warranty, restoration, over 10,000 sq ft, minimum charge	Per Project	
46m	Prime contractor's warranty, re-roof, total system, 15 year, less than 10,000 sq ft, minimum charge (Standard)	Per Project	
46n	Prime contractor's warranty, re-roof, total system, 15 year, less than 10,000 sq ft, minimum charge (includes 2, 5, 7, 10, 15 year inspections)	Per Project	
46o	Prime contractor's warranty, re-roof, total system, 15 year, more than 10,000 sq ft, minimum charge (Standard)	Per Project	
46p	Prime contractor's warranty, re-roof, total system, 15 year, more than 10,000 sq ft, minimum charge (includes 2, 5, 7, 10, 15 year inspections)	Per Project	
46q	Per diem rate per worker per 24 hour period of time	Per Day	
46r	Prime contractors per diem/costs for asbestos abatement planning	Day	
46s	Asbestos abatement activities, BUR removal and disposal of waste	SF	
46t	Project site is located 65 or more miles from the contractor's/subcontractor's yard/home location.	SF	
46u	Asbestos site monitoring	Day	
47	Annual or semi-annual roof housekeeping-per location		
47a	Cost once a year per location if less than 20,000 sq. ft.	SF	
47b	Cost per Sq.ft. per year per location if greater than 20,000 sq.ft.	SF	

47c	Cost semi-annual per location if less than 20,000 sq. ft	SF	
47d	Cost per Sq.ft. semi annual per location if greater than 20,000 sq.ft.	SF	
47e	Roof leak investigation	Day	
47f	Minor roof repair calls	Day	
47g	Difficult access or fall restriction; surcharge	Each	
47h	Excessive hauling	Each	
47i	Work in secured areas or compounds; surcharge	Each	
48	Additional and occasional supplies, materials, equipment and services		
48a	Additional and occasional services Roofing supplies Discount off Retail Price List	% of Discount	
48b	Alternative Methods of Costing - percent of overhead/markup and profit added to cost	% of O/P	
48c	Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount	% of discount	
48d	Multiplier/factor to be applied to the R.S. Means costs.	% to be applied	
49	Deducts and add-ons for in lieu products (Place behind Tab 6)		
50	Special Rental Equipment (Priced based on 9.11.2 above)		
51	Cold and bad weather storage identify extra cost if any	Day	
52	Hourly Services Rates		
53	Structural Analysis/engineering services	Per Hour	
54	Architect/design professional services	Per Hour	
55	Roofing Consultant	Per Hour	
56	Labor Rate for Roofer	Per Hour	
57	General Cost Factors		
57a	Mileage rate	Per Mile	
57b	Performance and payment bond - bonding rate (percent of project)	Percent	
57c	Bonding capacity - total amount of capacity available	Dollar Amount	

Proposed Pricing Coefficient (s)

Please provide Unit Price Book Coefficients for products and services not listed in the provided line items for states that you are proposing to do work in.

State	Regular Hours Coefficient	After Hours Coefficient	State	Regular Hours Coefficient	After Hours Coefficient
Alabama			Missouri		
Alaska			Montana		
Arizona			Nebraska		
Arkansas			Nevada		
California			New Hampshire		
Colorado			New Jersey		
Connecticut			New Mexico		
Delaware			New York		
District of Columbia			North Carolina		
Florida			North Dakota		
Georgia			Ohio		
Hawaii			Oklahoma		
Idaho			Oregon		
Illinois			Pennsylvania		
Indiana			Rhode Island		
Iowa			South Carolina		
Kansas			South Dakota		
Kentucky			Tennessee		
Louisiana			Texas		
Maine			Utah		
Maryland			Vermont		
Massachusetts			Virginia		
Michigan			Washington		
Minnesota			West Virginia		
Mississippi			Wisconsin		
			Wyoming		

Note: Provide coefficients for the state(s) that you would like to be awarded. Region 4 ESC is looking for proposers that can provide service in multiple states.

Provide markup percentage on non-pre- priced items _____.

Appendix D:

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☐ We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

Section/Page	Term, Condition, or Specification	Exception/Deviation	Region 4 Accepts



Vendor Contract Launch

Vendors must commit to attending a contract launch meeting with a member of the Business Development Team should they be awarded a contract with Region 4 ESC through this RFP. Vendor contract launches are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

It is highly recommended that the individuals who will handle contract management, reporting and marketing are in attendance.

If awarded, please provide contact information for scheduling:

Vendor

Point of Contact

Title

Phone Number

Email Address

Signature: _____ Date: _____

Appendix E:

QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered

Offeror must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies. (If applicable)

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| ☐ Alabama | ☐ Montana |
| ☐ Alaska | ☐ Nebraska |
| ☐ Arizona | ☐ Nevada |
| ☐ Arkansas | ☐ New Hampshire |
| ☐ California | ☐ New Jersey |
| ☐ Colorado | ☐ New Mexico |
| ☐ Connecticut | ☐ New York |
| ☐ Delaware | ☐ North Carolina |
| ☐ District of Columbia | ☐ North Dakota |
| ☐ Florida | ☐ Ohio |
| ☐ Georgia | ☐ Oklahoma |
| ☐ Hawaii | ☐ Oregon |
| ☐ Idaho | ☐ Pennsylvania |
| ☐ Illinois | ☐ Rhode Island |
| ☐ Indiana | ☐ South Carolina |
| ☐ Iowa | ☐ South Dakota |
| ☐ Kansas | ☐ Tennessee |
| ☐ Kentucky | ☐ Texas |
| ☐ Louisiana | ☐ Utah |
| ☐ Maine | ☐ Vermont |
| ☐ Maryland | ☐ Virginia |
| ☐ Massachusetts | ☐ Washington |
| ☐ Michigan | ☐ West Virginia |
| ☐ Minnesota | ☐ Wisconsin |
| ☐ Mississippi | ☐ Wyoming |
| ☐ Missouri | |

☐ **Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| ☐ American Samoa | ☐ Northern Marina Islands |
| ☐ Federated States of Micronesia | ☐ Puerto Rico |
| ☐ Guam | ☐ U.S. Virgin Islands |
| ☐ Midway Islands | |

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? ☐ Yes ☐ No
- If the answer is yes, do you plan to offer your program or partnership through TCPN? ☐ Yes ☐ No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?
☐Yes ☐No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. **Minority and Women Business Enterprise (M/WBE) and (HUB) Participation**

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veteran business enterprises, historically underutilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Offerors shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. **Minority Women Business Enterprise**

Offeror certifies that this firm is an M/WBE ☐Yes ☐No

List certifying agency: _____

b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**

Offeror certifies that this firm is a SBE or DBE ☐Yes ☐No

List certifying agency: _____

c. **Disabled Veterans Business Enterprise (DVBE)**

Offeror certifies that this firm is a DVBE ☐Yes ☐No

List certifying agency: _____

d. **Historically Underutilized Businesses (HUB)**

Offeror certifies that this firm is a HUB ☐Yes ☐No

List certifying agency: _____

e. **Historically Underutilized Business Zone Enterprise (HUB Zone)**

Offeror certifies that this firm is a HUB Zone ☐Yes ☐No

List certifying agency: _____

f. **Other**

Offeror certifies that this firm is a recognized diversity certificate holder ☐Yes ☐No

List certifying agency: _____

4. **Residency**

Responding Company's principal place of business is in the city of _____, State of ____.

5. **Felony Conviction Notice**

Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☐ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the third (3rd) box is checked, a detailed explanation of the names and convictions must be attached.

6. **Processing Information**

Company contact for:

Contract Management

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Billing & Reporting/Accounts Payable

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Marketing

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

7. **Distribution Channel:** Which best describes your company's position in the distribution channel:

- ☐ Manufacturer direct ☐ Certified education/government reseller
☐ Authorized distributor ☐ Manufacturer marketing through reseller
☐ Value-added reseller ☐ Other _____

8. **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

☐ Yes ☐ No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

- Pricing submitted includes the required administrative fee? ☐ Yes ☐ No

(Fee calculated based on invoice price to customer)

- Additional discounts for purchase of a guaranteed quantity? ☐ Yes ☐ No

9. **Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing:

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Appendix F:

COMPANY PROFILE

Please provide the following:

1. Company's official registered name.
2. Brief history of your company, including the year it was established.
3. Company's Dun & Bradstreet (D&B) number.
4. Corporate office location.
5. List the total number of sales persons employed by your organization within the United States, broken down by market.
6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
 - a. Sales
 - b. Sales Support
 - c. Marketing
 - d. Financial Reporting
 - e. Executive Support
8. Define your standard terms of payment.
9. Who is your competition in the marketplace?
10. Overall annual sales for last three (3) years; 2015, 2016, 2017.
11. Overall public-sector sales, excluding Federal Government, for last three (3) years; 2015, 2016, 2017.
12. What is your strategy to increase market share?
13. What differentiates your company from competitors?
14. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.
15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).
16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

Marketing / Sales

17. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to:
 - a. A co-branded press release within first 30 days
 - b. Announcement of award through any applicable social media sites
 - c. Direct mail campaigns
 - d. Co-branded collateral pieces
 - e. Advertisement of contract in regional or national publications
 - f. Participation in trade shows
 - g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
 - i. TCPN and Region 4 ESC Logo
 - ii. Link to TCPN and Region 4 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials
18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.
19. Explain how your company plans to market this agreement to existing government customers.
20. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.
21. Describe how you intend on train your national sales force on the Region 4 ESC agreement.
22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$_____ in year one

\$_____ in year two

\$_____ in year three

Administration

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).
25. Describe the capacity of your company to report monthly sales through this agreement.
26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.
27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask Offerors to provide their companies environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.

Vendor Certifications (if applicable)

29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Offeror to perform the covered services including, but not limited to licenses, registrations or certifications. MWBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

References

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past three (3) years. Five (5) of these customer references should be for projects delivered through the job order contracting (JOC) delivery method. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name

Contact Name and Title

City and State

Phone Number

Years Serviced

Description of Services

Annual Volume

Pricing Estimates/quotes provided to entity

Appendix G:

VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies. Your marketing plan and salesforce training plan as detailed in Appendix F will also be taken into account when evaluating your company's value add score.

Any additional products or services offered in this section will only be considered by Region 4 ESC if auditable pricing is offered for them in Appendix C. Any products or services for which pricing is not offered will not be considered a part of any contract awarded as a result of this RFP.

All products or services offered in this section are subject to the same requirements as products offered in Appendix B. Respondents must provide detailed descriptions of any additional products and services being offered as a part of their proposal, and Region 4 ESC reserves the right to reject any value add products or services which it deems to be unrelated to the scope of this RFP.

Appendix H:
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractor Certification Requirements
- DOC #5 Antitrust Certification Statements
- DOC #6 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #7 Texas Government Code 2270 Verification Form
- DOC #8 EDGAR Certifications

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

- DOC #9 Ownership Disclosure Form
- DOC #10 Non-Collusion Affidavit
- DOC #11 Affirmative Action Affidavit
- DOC #12 Political Contribution Disclosure Form
- DOC #13 Stockholder Disclosure Certification
- DOC #14 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #15 New Jersey Business Registration Certificate

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

Clean Air and Water Act

I, the Vendor, am in compliance with all applicable standards, orders or regulations 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 (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: _____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

Debarment Notice

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: _____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature of Offeror

Date

DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint and Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Signature of Offeror

Date

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Vendor __________
_____**Address** __________
_____**Phone** _____**Fax** _____**Offeror** _____

Signature

Printed Name_____
Position with Company**Authorizing Official**_____
Signature_____
Printed Name_____
Position with Company

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, _____, as an authorized representative of

_____, a contractor engaged by
Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

Date

EDGAR CERTIFICATIONS**ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT****TO WHOM IT MAY CONCERN:**

REGION 4 EDUCATION SERVICE CENTER is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to REGION 4 EDUCATION SERVICE CENTER along with your proposal.

The following certifications and provisions are required and apply when REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Agency and the Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. REGION 4 EDUCATION SERVICE CENTER also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 EDUCATION SERVICE CENTER believes, in its sole discretion that it is in the best interest of REGION 4 EDUCATION SERVICE CENTER to do so. Vendor will be compensated for work performed and accepted and goods accepted by REGION 4 EDUCATION SERVICE CENTER as of the termination date if the contract is terminated for convenience of REGION 4 EDUCATION SERVICE CENTER. Any award under this procurement process is not exclusive and REGION 4 EDUCATION SERVICE CENTER reserves the right to purchase goods and services from other vendors when it is in REGION 4 EDUCATION SERVICE CENTER's best interest.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C.

1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by REGION 4 EDUCATION SERVICE CENTER for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date Authorized

Signature and Title

DOC #10

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code: _____

State of New Jersey

County of _____

I, _____ of the _____
Name City

in the County of _____, State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that _____ relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of _____

My commission expires _____, 20____

SEAL

DOC #11

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form

AA201-A upon receipt from the _____

- B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. **It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract**

(See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to

which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form[illegible]

☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ____ of ____

Vendor Name:

[illegible]☐ Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution
Disclosure
N.J.S.A. 19:44A-20.26**

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR
DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE
DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #13

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

DOC #14

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:
http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DOC #15

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

Appendix I: **STATE NOTICE**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with TCPN and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states/districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <http://www.usa.gov/Agencies/Local.shtml>

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES **INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR

CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND
RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR

CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT

BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT

GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNN DYLL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT

CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT

SOUTH WEBER, UT
 SPANISH FORK, UT
 SPRING CITY, UT
 SPRINGDALE, UT
 SPRINGVILLE, UT
 STERLING, UT
 STOCKTON, UT
 SUNNYSIDE, UT
 SUNSET CITY CORP, UT
 SYRACUSE, UT
 TABIONA, UT
 CITY OF TAYLORSVILLE, UT
 TOOELE CITY CORPORATION, UT
 TOQUERVILLE, UT
 TORREY, UT
 TREMONTON CITY, UT
 TRENTON, UT
 TROPIC, UT
 UINTAH, UT
 VERNAL CITY, UT
 VERNON, UT
 VINEYARD, UT
 VIRGIN, UT
 WALES, UT
 WALLSBURG, UT
 WASHINGTON CITY, UT
 WASHINGTON TERRACE, UT
 WELLINGTON, UT
 WELLSVILLE, UT
 WENDOVER, UT
 WEST BOUNTIFUL, UT
 WEST HAVEN, UT
 WEST JORDAN, UT
 WEST POINT, UT
 WEST VALLEY CITY, UT
 WILLARD, UT
 WOODLAND HILLS, UT
 WOODRUFF, UT
 WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
 ASCENSION PARISH, LA, CLEAR OF COURT
 CADDO PARISH, LA
 CALCASIEU PARISH, LA
 CALCASIEU PARISH SHERIFF'S OFFICE, LA
 CITY AND COUNTY OF HONOLULU, HI
 CLACKAMAS COUNTY, OR
 CLACKAMAS COUNTY DEPT OF
 TRANSPORTATION, OR
 CLATSOP COUNTY, OR
 COLUMBIA COUNTY, OR
 COOS COUNTY, OR
 COOS COUNTY HIGHWAY DEPARTMENT, OR
 COUNTY OF HAWAII, OR
 CROOK COUNTY, OR
 CROOK COUNTY ROAD DEPARTMENT, OR
 CURRY COUNTY, OR
 DESCHUTES COUNTY, OR
 DOUGLAS COUNTY, OR
 EAST BATON ROUGE PARISH, LA
 GILLIAM COUNTY, OR
 GRANT COUNTY, OR

HARNEY COUNTY, OR
 HARNEY COUNTY SHERIFFS OFFICE, OR
 HAWAII COUNTY, HI
 HOOD RIVER COUNTY, OR
 JACKSON COUNTY, OR
 JEFFERSON COUNTY, OR
 JEFFERSON PARISH, LA
 JOSEPHINE COUNTY GOVERNMENT, OR
 LAFAYETTE CONSOLIDATED GOVERNMENT,
 LA
 LAFAYETTE PARISH, LA
 LAFAYETTE PARISH CONVENTION &
 VISITORS COMMISSION
 LAFOURCHE PARISH, LA
 KAUAI COUNTY, HI
 KLAMATH COUNTY, OR
 LAKE COUNTY, OR
 LANE COUNTY, OR
 LINCOLN COUNTY, OR
 LINN COUNTY, OR
 LIVINGSTON PARISH, LA
 MALHEUR COUNTY, OR
 MAUI COUNTY, HI
 MARION COUNTY, SALEM, OR
 MORROW COUNTY, OR
 MULTNOMAH COUNTY, OR
 MULTNOMAH COUNTY BUSINESS AND
 COMMUNITY SERVICES, OR
 MULTNOMAH COUNTY SHERIFFS OFFICE, OR
 MULTNOMAH LAW LIBRARY, OR
 ORLEANS PARISH, LA
 PLAQUEMINES PARISH, LA
 POLK COUNTY, OR
 RAPIDES PARISH, LA
 SAINT CHARLES PARISH, LA
 SAINT CHARLES PARISH PUBLIC SCHOOLS,
 LA
 SAINT LANDRY PARISH, LA
 SAINT TAMMANY PARISH, LA
 SHERMAN COUNTY, OR
 TERREBONNE PARISH, LA
 TILLAMOOK COUNTY, OR
 TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
 TILLAMOOK COUNTY GENERAL HOSPITAL,
 OR
 UMATILLA COUNTY, OR
 UNION COUNTY, OR
 WALLOWA COUNTY, OR
 WASCO COUNTY, OR
 WASHINGTON COUNTY, OR
 WEST BATON ROUGE PARISH, LA
 WHEELER COUNTY, OR
 YAMHILL COUNTY, OR
 COUNTY OF BOX ELDER, UT
 COUNTY OF CACHE, UT
 COUNTY OF RICH, UT
 COUNTY OF WEBER, UT
 COUNTY OF MORGAN, UT
 COUNTY OF DAVIS, UT
 COUNTY OF SUMMIT, UT
 COUNTY OF DAGGETT, UT
 COUNTY OF SALT LAKE, UT
 COUNTY OF TOOELE, UT
 COUNTY OF UTAH, UT

COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF Uintah, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING
ASSOCIATIONS, BOARDS, DISTRICTS,
COMMISSIONS, COUNCILS, PUBLIC
CORPORATIONS, PUBLIC DEVELOPMENT
AUTHORITIES, RESERVATIONS AND
UTILITIES INCLUDING BUT NOT LIMITED TO:**

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION
DISTRICT
BIENVILLE PARISH FIRE PROTECTION
DISTRICT 6, LA
BOARDMAN PARK AND RECREATION
DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY
CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL
COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA
INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION
DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1,
LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-
OPH REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION,
LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS

METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT
AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY,
OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY
SERVICES
OREGON LEGISLATIVE ADMINISTRATION
OREGON PARKS AND RECREATION
DISTRICTS
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST
COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW
ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION
DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION
DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8

DE LA SALLE N CATHOLIC HS
 DESCHUTES COUNTY SCHOOL DISTRICT
 NO.6
 DOUGLAS EDUCATIONAL DISTRICT SERVICE
 DUFUR SCHOOL DISTRICT NO.29
 EAST BATON ROUGE PARISH SCHOOL
 DISTRICT
 ESTACADA SCHOOL DISTRICT NO.10B
 FOREST GROVE SCHOOL DISTRICT
 GEORGE MIDDLE SCHOOL
 GLADSTONE SCHOOL DISTRICT
 GRANTS PASS SCHOOL DISTRICT 7
 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 GRESHAM BARLOW JOINT SCHOOL DISTRICT
 HEAD START OF LANE COUNTY
 HIGH DESERT EDUCATION SERVICE
 DISTRICT
 HILLSBORO SCHOOL DISTRICT
 HOOD RIVER COUNTY SCHOOL DISTRICT
 JACKSON CO SCHOOL DIST NO.9
 JEFFERSON COUNTY SCHOOL DISTRICT 509-
 J
 JEFFERSON PARISH SCHOOL DISTRICT
 JEFFERSON SCHOOL DISTRICT
 JUNCTION CITY SCHOOLS, OR
 KLAMATH COUNTY SCHOOL DISTRICT
 KLAMATH FALLS CITY SCHOOLS
 LAFAYETTE PARISH SCHOOL DISTRICT
 LAKE OSWEGO SCHOOL DISTRICT 7J
 LANE COUNTY SCHOOL DISTRICT 4J
 LINCOLN COUNTY SCHOOL DISTRICT
 LINN CO. SCHOOL DIST. 95C
 LIVINGSTON PARISH SCHOOL DISTRICT
 LOST RIVER JR/SR HIGH SCHOOL
 LOWELL SCHOOL DISTRICT NO.71
 MARION COUNTY SCHOOL DISTRICT
 MARION COUNTY SCHOOL DISTRICT 103
 MARIST HIGH SCHOOL, OR
 MCMINNVILLE SCHOOL DISTRICT NOAO
 MEDFORD SCHOOL DISTRICT 549C
 MITCH CHARTER SCHOOL
 MONROE SCHOOL DISTRICT NO.1J
 MORROW COUNTY SCHOOL DIST, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MULTISENSORY LEARNING ACADEMY
 MYRTLE PINT SCHOOL DISTRICT 41
 NEAH-KAH-NIE DISTRICT NO.56
 NEWBERG PUBLIC SCHOOLS
 NESTUCCA VALLEY SCHOOL DISTRICT
 NO.101
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL DISTRICT
 NORTH DOUGLAS SCHOOL DISTRICT
 NORTH WASCO CITY SCHOOL DISTRICT 21
 NORTHWEST REGIONAL EDUCATION
 SERVICE DISTRICT
 ONTARIO MIDDLE SCHOOL
 OREGON TRAIL SCHOOL DISTRICT NOA6
 ORLEANS PARISH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NOA
 PLEASANT HILL SCHOOL DISTRICT
 PORTLAND JEWISH ACADEMY
 PORTLAND PUBLIC SCHOOLS

RAPIDES PARISH SCHOOL DISTRICT
 REDMOND SCHOOL DISTRICT
 REYNOLDS SCHOOL DISTRICT
 ROGUE RIVER SCHOOL DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 SCAPPOOSE SCHOOL DISTRICT 1J
 SAINT TAMMANY PARISH SCHOOL BOARD, LA
 SEASIDE SCHOOL DISTRICT 10
 SHERWOOD SCHOOL DISTRICT 88J
 SILVER FALLS SCHOOL DISTRICT 4J
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTHERN OREGON EDUCATION SERVICE
 DISTRICT
 SPRINGFIELD PUBLIC SCHOOLS
 SUTHERLIN SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 TERREBONNE PARISH SCHOOL DISTRICT
 THE CATLIN GABEL SCHOOL
 TIGARD-TUALATIN SCHOOL DISTRICT
 UMATILLA MORROW ESD
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 WILLAMETTE EDUCATION SERVICE DISTRICT
 WOODBURN SCHOOL DISTRICT
 YONCALLA SCHOOL DISTRICT
 ACADEMY FOR MATH ENGINEERING &
 SCIENCE (AMES) , UT
 ALIANZA ACADEMY , UT
 ALPINE DISTRICT , UT
 AMERICAN LEADERSHIP ACADEMY , UT
 AMERICAN PREPARATORY ACADEMY , UT
 BAER CANYON HIGH SCHOOL FOR SPORTS &
 MEDICAL SCIENCES , UT
 BEAR RIVER CHARTER SCHOOL , UT
 BEAVER SCHOOL DISTRICT , UT
 BEEHIVE SCIENCE & TECHNOLOGY
 ACADEMY (BSTA) , UT
 BOX ELDER SCHOOL DISTRICT , UT
 CBA CENTER , UT
 CACHE SCHOOL DISTRICT , UT
 CANYON RIM ACADEMY , UT
 CANYONS DISTRICT , UT
 CARBON SCHOOL DISTRICT , UT
 CHANNING HALL , UT
 CHARTER SCHOOL LEWIS ACADEMY , UT
 CITY ACADEMY , UT
 DAGGETT SCHOOL DISTRICT , UT
 DAVINCI ACADEMY , UT
 DAVIS DISTRICT , UT
 DUAL IMMERSION ACADEMY , UT
 DUCHESNE SCHOOL DISTRICT , UT
 EARLY LIGHT ACADEMY AT DAYBREAK , UT
 EAST HOLLYWOOD HIGH , UT
 EDITH BOWEN LABORATORY SCHOOL , UT
 EMERSON ALCOTT ACADEMY , UT
 EMERY SCHOOL DISTRICT , UT
 ENTHEOS ACADEMY , UT
 EXCELSIOR ACADEMY , UT
 FAST FORWARD HIGH , UT
 FREEDOM ACADEMY , UT
 GARFIELD SCHOOL DISTRICT , UT
 GATEWAY PREPARATORY ACADEMY , UT
 GEORGE WASHINGTON ACADEMY , UT
 GOOD FOUNDATION ACADEMY , UT
 GRAND SCHOOL DISTRICT , UT

GRANITE DISTRICT , UT
 GUADALUPE SCHOOL , UT
 HAWTHORN ACADEMY , UT
 INTECH COLLEGIATE HIGH SCHOOL , UT
 IRON SCHOOL DISTRICT , UT
 ITINERIS EARLY COLLEGE HIGH , UT
 JOHN HANCOCK CHARTER SCHOOL , UT
 JORDAN DISTRICT , UT
 JUAB SCHOOL DISTRICT , UT
 KANE SCHOOL DISTRICT , UT
 KARL G MAESER PREPARATORY ACADEMY , UT
 LAKEVIEW ACADEMY , UT
 LEGACY PREPARATORY ACADEMY , UT
 LIBERTY ACADEMY , UT
 LINCOLN ACADEMY , UT
 LOGAN SCHOOL DISTRICT , UT
 MARIA MONTESSORI ACADEMY , UT
 MERIT COLLEGE PREPARATORY ACADEMY , UT
 MILLARD SCHOOL DISTRICT , UT
 MOAB CHARTER SCHOOL , UT
 MONTICELLO ACADEMY , UT
 MORGAN SCHOOL DISTRICT , UT
 MOUNTAINVILLE ACADEMY , UT
 MURRAY SCHOOL DISTRICT , UT
 NAVIGATOR POINTE ACADEMY , UT
 NEBO SCHOOL DISTRICT , UT
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES) , UT
 NOAH WEBSTER ACADEMY , UT
 NORTH DAVIS PREPARATORY ACADEMY , UT
 NORTH SANPETE SCHOOL DISTRICT , UT
 NORTH STAR ACADEMY , UT
 NORTH SUMMIT SCHOOL DISTRICT , UT
 ODYSSEY CHARTER SCHOOL , UT
 OGDEN PREPARATORY ACADEMY , UT
 OGDEN SCHOOL DISTRICT , UT
 OPEN CLASSROOM , UT
 OPEN HIGH SCHOOL OF UTAH , UT
 OQUIRRH MOUNTAIN CHARTER SCHOOL , UT
 PARADIGM HIGH SCHOOL , UT
 PARK CITY SCHOOL DISTRICT , UT
 PINNACLE CANYON ACADEMY , UT
 PIUTE SCHOOL DISTRICT , UT
 PROVIDENCE HALL , UT
 PROVO SCHOOL DISTRICT , UT
 QUAIL RUN PRIMARY SCHOOL , UT
 QUEST ACADEMY , UT
 RANCHES ACADEMY , UT
 REAGAN ACADEMY , UT
 RENAISSANCE ACADEMY , UT
 RICH SCHOOL DISTRICT , UT
 ROCKWELL CHARTER HIGH SCHOOL , UT
 SALT LAKE ARTS ACADEMY , UT
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
 SALT LAKE SCHOOL DISTRICT , UT
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
 SAN JUAN SCHOOL DISTRICT , UT
 SEVIER SCHOOL DISTRICT , UT
 SOLDIER HOLLOW CHARTER SCHOOL , UT
 SOUTH SANPETE SCHOOL DISTRICT , UT

SOUTH SUMMIT SCHOOL DISTRICT , UT
 SPECTRUM ACADEMY , UT
 SUCCESS ACADEMY , UT
 SUCCESS SCHOOL , UT
 SUMMIT ACADEMY , UT
 SUMMIT ACADEMY HIGH SCHOOL , UT
 SYRACUSE ARTS ACADEMY , UT
 THOMAS EDISON - NORTH , UT
 TIMPANOGOS ACADEMY , UT
 TINTIC SCHOOL DISTRICT , UT
 TOOEELE SCHOOL DISTRICT , UT
 TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS , UT
 UINTAH RIVER HIGH , UT
 UINTAH SCHOOL DISTRICT , UT
 UTAH CONNECTIONS ACADEMY , UT
 UTAH COUNTY ACADEMY OF SCIENCE , UT
 UTAH ELECTRONIC HIGH SCHOOL , UT
 UTAH SCHOOLS FOR DEAF & BLIND , UT
 UTAH STATE OFFICE OF EDUCATION , UT
 UTAH VIRTUAL ACADEMY , UT
 VENTURE ACADEMY , UT
 VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY , UT
 WALDEN SCHOOL OF LIBERAL ARTS , UT
 WASATCH PEAK ACADEMY , UT
 WASATCH SCHOOL DISTRICT , UT
 WASHINGTON SCHOOL DISTRICT , UT
 WAYNE SCHOOL DISTRICT , UT
 WEBER SCHOOL DISTRICT , UT
 WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE, LA
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 BLUE MOUNTAIN COMMUNITY COLLEGE
 BRIGHAM YOUNG UNIVERSITY - HAWAII
 CENTRAL OREGON COMMUNITY COLLEGE
 CENTENARY COLLEGE OF LOUISIANA
 CHEMEKETA COMMUNITY COLLEGE
 CLACKAMAS COMMUNITY COLLEGE
 COLLEGE OF THE MARSHALL ISLANDS
 COLUMBIA GORGE COMMUNITY COLLEGE
 CONCORDIA UNIVERSITY
 GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE DISTRICT
 LANE COMMUNITY COLLEGE
 LEWIS AND CLARK COLLEGE
 LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 LOUISIANA COLLEGE, LA
 LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NATIONAL COLLEGE OF NATURAL MEDICINE
 NORTHWEST CHRISTIAN COLLEGE
 OREGON HEALTH AND SCIENCE UNIVERSITY
 OREGON INSTITUTE OF TECHNOLOGY
 OREGON STATE UNIVERSITY
 OREGON UNIVERSITY SYSTEM

PACIFIC UNIVERSITY
 PIONEER PACIFIC COLLEGE
 PORTLAND COMMUNITY COLLEGE
 PORTLAND STATE UNIVERSITY
 REED COLLEGE
 RESEARCH CORPORATION OF THE
 UNIVERSITY OF HAWAII
 ROGUE COMMUNITY COLLEGE
 SOUTHEASTERN LOUISIANA UNIVERSITY
 SOUTHERN OREGON UNIVERSITY (OREGON
 UNIVERSITY SYSTEM)
 SOUTHWESTERN OREGON COMMUNITY
 COLLEGE
 TULANE UNIVERSITY
 TILLAMOOK BAY COMMUNITY COLLEGE
 UMPQUA COMMUNITY COLLEGE
 UNIVERSITY OF HAWAII BOARD OF REGENTS
 UNIVERSITY OF HAWAII-HONOLULU
 COMMUNITY COLLEGE
 UNIVERSITY OF OREGON-GRADUATE
 SCHOOL
 UNIVERSITY OF PORTLAND
 UNIVERSITY OF NEW ORLEANS
 WESTERN OREGON UNIVERSITY
 WESTERN STATES CHIROPRACTIC COLLEGE
 WILLAMETTE UNIVERSITY
 XAVIER UNIVERSITY
 UTAH SYSTEM OF HIGHER EDUCATION, UT
 UNIVERSITY OF UTAH, UT
 UTAH STATE UNIVERSITY, UT
 WEBER STATE UNIVERSITY, UT
 SOUTHERN UTAH UNIVERSITY, UT
 SNOW COLLEGE, UT
 DIXIE STATE COLLEGE, UT
 COLLEGE OF EASTERN UTAH, UT
 UTAH VALLEY UNIVERSITY, UT
 SALT LAKE COMMUNITY COLLEGE, UT

UTAH COLLEGE OF APPLIED TECHNOLOGY,
 UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
 BOARD OF MEDICAL EXAMINERS
 HAWAII CHILD SUPPORT ENFORCEMENT
 AGENCY
 HAWAII DEPARTMENT OF TRANSPORTATION
 HAWAII HEALTH SYSTEMS CORPORATION
 OFFICE OF MEDICAL ASSISTANCE
 PROGRAMS
 OFFICE OF THE STATE TREASURER
 OREGON BOARD OF ARCHITECTS
 OREGON CHILD DEVELOPMENT COALITION
 OREGON DEPARTMENT OF EDUCATION
 OREGON DEPARTMENT OF FORESTRY
 OREGON DEPT OF TRANSPORTATION
 OREGON DEPT. OF EDUCATION
 OREGON LOTTERY
 OREGON OFFICE OF ENERGY
 OREGON STATE BOARD OF NURSING
 OREGON STATE DEPT OF CORRECTIONS
 OREGON STATE POLICE
 OREGON TOURISM COMMISSION
 OREGON TRAVEL INFORMATION COUNCIL
 SANTIAM CANYON COMMUNICATION CENTER
 SEIU LOCAL 503, OPEU
 SOH- JUDICIARY CONTRACTS AND PURCH
 STATE DEPARTMENT OF DEFENSE, STATE
 OF HAWAII
 STATE OF HAWAII
 STATE OF HAWAII, DEPT. OF EDUCATION
 STATE OF LOUISIANA
 STATE OF LOUISIANA DEPT. OF EDUCATION
 STATE OF LOUISIANA, 26TH JUDICIAL
 DISTRICT ATTORNEY
 STATE OF UTAH

APPENDIX A

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of 2018, by and between RL National Roofing Partners, LLC dba National Roofing Partners 'NRP' ("Vendor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Roofing Products, Services, and Job-Order-Contracting Services ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 **Purchasing procedure:**
 - Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per TCPN Contract # R."
 - Vendor delivers goods/services directly to the participating agency.

- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

- 1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- 2.1 Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.
- 2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

- 3.1. **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable."
- 3.2. **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.
- 3.3. **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

- 4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed Offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.
- 4.2. **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

- 4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **Novation:** If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **Order of Precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8. **Supplemental Agreements:** The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. **Adding authorized distributors/dealers:** Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency:** Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the contract;
 - ii. Providing work and/or material that was not awarded under the contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or

vi. Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 4 ESC or participating member prior to such work

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

5.5 **Standard Cancellation:** Region 4 ESC may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

- 6.2 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

- 8.1 **Payments:** The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices:** The awarded vendor shall submit invoices to the participating entity clearly stating "Per TCPN Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting:** The awarded vendor shall provide TCPN with an electronic accounting report, in a format prescribed by TCPN, on a monthly basis summarizing all contract Sales for the applicable month.
Reports of Contract Sales for Region 4 ESC and member agencies in each calendar month shall be provided by awarded vendor to TCPN by the 10th day of the following month. If there are no sales to report, Vendor is still required to communicate that information via email.

Failure to provide a monthly report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written to Supplier shall be deemed a cause for termination of the contract at Region 4 ESC's sole discretion.

ARTICLE 9- PRICING

- 9.1 **Best price guarantee:** The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.

- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees monthly to TCPN in the amount of 3% of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 4 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales").

Administrative fee payments are to accompany the contract monthly sales report by the 10th day of the following month, in the amount indicated on the report as being due. Administrative fee payments are to be paid by the awarded vendor via Automated Clearing House to a TCPN designated financial institution.

Failure to provide a monthly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of the contract and if not cured within thirty (30) day of written notice to awarded vendor shall be deemed a cause for termination of the contract, at Region 4 ESC's sole discretion.

All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 ½% per month or the maximum rate permitted by law until paid in full.

ARTICLE 10- PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period

of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation:** Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best effort attempt by the entity to obtain appropriate funds for payment of the contract."

- 13.2 **Disclosures:** Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with

members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- 13.5 **Marketing:** Awarded vendor agrees to allow Region 4 ESC/TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.
- 13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.7 **Legal Obligations:** It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name RL National Roofing Partners, LLC dba National Roofing Partners 'NRP'

Address 621 E. State Highway 121 #400

City/State/Zip Coppell, Texas 75019

Telephone No. (866) 537-6034

Fax No. (214) 580-5575

Email address steve.little@kpostcompany.com

Printed name Steve Little

Position with company CEO

Authorized signature 

Accepted by The Cooperative Purchasing Network:

Acknowledgement of Addendum Number: 1

Term of contract _____ to _____

Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

TCPN Contract Number _____

Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☒ We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/ deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

Section/ Page	Term, Condition, or Specification	Exception/Deviation	Region 4 Accepts



Vendor Contract Launch

Vendors must commit to attending a contract launch meeting with a member of the Business Development Team should they be awarded a contract with Region 4 ESC through this RFP. Vendor contract launches are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

It is highly recommended that the individuals who will handle contract management, reporting and marketing are in attendance.

If awarded, please provide contact information for scheduling:

RL National Roofing Partners, LLC dba National Roofing Partners 'NRP'

Vendor

David Adams

Point of Contact

Vice President of Revenue

Title

(866) 537-6034

Phone Number

david.adams@nationalroofingpartners.com

Email Address

Signature: _____

Date: _____

JULY 25, 2018

Tab 2 – Questionnaire (Appendix E)

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered

Offeror must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies. (If applicable)

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| ☐ Alabama | ☐ Montana |
| ☐ Alaska | ☐ Nebraska |
| ☐ Arizona | ☐ Nevada |
| ☐ Arkansas | ☐ New Hampshire |
| ☐ California | ☐ New Jersey |
| ☐ Colorado | ☐ New Mexico |
| ☐ Connecticut | ☐ New York |
| ☐ Delaware | ☐ North Carolina |
| ☐ District of Columbia | ☐ North Dakota |
| ☐ Florida | ☐ Ohio |
| ☐ Georgia | ☐ Oklahoma |
| ☐ Hawaii | ☐ Oregon |
| ☐ Idaho | ☐ Pennsylvania |
| ☐ Illinois | ☐ Rhode Island |
| ☐ Indiana | ☐ South Carolina |
| ☐ Iowa | ☐ South Dakota |
| ☐ Kansas | ☐ Tennessee |
| ☐ Kentucky | ☐ Texas |
| ☐ Louisiana | ☐ Utah |
| ☐ Maine | ☐ Vermont |
| ☐ Maryland | ☐ Virginia |
| ☐ Massachusetts | ☐ Washington |
| ☐ Michigan | ☐ West Virginia |
| ☐ Minnesota | ☐ Wisconsin |
| ☐ Mississippi | ☐ Wyoming |
| ☐ Missouri | |

☐ **Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

- | | |
|--------------------------------|---|
| American Samoa | Northern Marina Islands |
| Federated States of Micronesia | ☒ Puerto Rico |
| Guam | U.S. Virgin Islands |
| Midway Islands | |

2. Diversity Programs

• Do you currently have a diversity program or any diversity partners that you do business with?
☐ Yes ☒ No

• If the answer is yes, do you plan to offer your program or partnership through TCPN?
☐ Yes ☒ No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

Tab 2 – Questionnaire (Appendix E)

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?
☐ Yes ☒ No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. Minority and Women Business Enterprise (M/WBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veteran business enterprises, historically underutilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Offerors shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Offeror certifies that this firm is an M/WBE

☐ Yes ☒ No

List certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Offeror certifies that this firm is a SBE or DBE

☐ Yes ☐ No

List certifying agency: _____

c. Disabled Veterans Business Enterprise (DVBE)

Offeror certifies that this firm is a DVBE

☐ Yes ☒ No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Offeror certifies that this firm is a HUB

☐ Yes ☒ No

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUB Zone)

Offeror certifies that this firm is a HUB Zone

☐ Yes ☒ No

List certifying agency: _____

f. Other

Offeror certifies that this firm is a recognized diversity certificate holder

☐ Yes ☒ No

List certifying agency: _____

4. Residency

Responding Company's principal place of business is in the city of Coppell, State of TX.

Tab 2 – Questionnaire (Appendix E)

5. Felony Conviction Notice

Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
☒ Is not owned or operated by anyone who has been convicted of a felony.
☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the third (3rd) box is checked, a detailed explanation of the names and convictions must be attached.

6. Processing Information

Company contact for:

Contract Management

Contact Person: David Adams
Title: Vice President of Revenue
Company: National Roofing Partners
Address: 621 E. State Hwy 121 #400
City: Coppell **State:** TX **Zip:** 75019
Phone: (832) 963-5220 **Fax:** (214) 580-5575
Email: David.Adams@NationalRoofingPartners.com

Billing & Reporting/Accounts Payable

Contact Person: Kyrah Coker
Title: Vice President of Finance
Company: National Roofing Partners
Address: 621 E. State Hwy 121 #400
City: Coppell **State:** TX **Zip:** 75019
Phone: (469) 549-0904 **Fax:** (214) 580-5575
Email: Kyrah.Coker@NationalRoofingPartners.com

Marketing

Contact Person: David Huval
Title: Sales & Marketing Coordinator
Company: National Roofing Partners
Address: 621 E. State Hwy 121 #400
City: Coppell **State:** TX **Zip:** 75019
Phone: (469) 549-0910 **Fax:** (214) 580-5575
Email: David.Huval@NationalRoofingPartners.com

Tab 2 – Questionnaire (Appendix E)

5. 7. **Distribution Channel:**

Which best describes your company's position in the distribution channel:

- ☐ Manufacturer direct ☐ Certified education/government reseller
☐ Authorized distributor ☐ Manufacturer marketing through reseller
☒ Value-added reseller ☐ Other _____

8. **Pricing Information**

• In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

☒ Yes ☐ No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

• Pricing submitted includes the required administrative fee? ☒ Yes ☐ No

(Fee calculated based on invoice price to customer)

• Additional discounts for purchase of a guaranteed quantity? ☒ Yes ☐ No

9. **Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing:

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
None			

APPENDIX F:

COMPANY PROFILE

Tab 3 – Company Profile (Appendix F)

1. Company's official registered name:

RL National Roofing Partners, LLC dba National Roofing Partners 'NRP'

2. Brief history of your company, including the year it was established.

National Roofing Partners 'NRP' was established in 2006 as a professional roofing service with less than 10 contractor partners joined together to address the needs of building owners looking for a national, single-source roofing company.

Today, NRP has grown to over 111 contractor partners with more than 180+ service locations across the country and a combined 8,000 employees, providing the largest footprint in the United States. NRP partners ensure the highest workmanship available no matter where the project is located.



National Roofing Partners is an experienced national roofing company, certified with all major roofing manufacturers as well as award winning manufacturer distinctions. NRP strives for excellence in safety and installing roofing materials to customers nationwide and Puerto Rico.

NRP is the roofing systems, installation and technology industry expert providing 24/7/365 single-source roofing services, repairs, maintenance and portfolio management. Industry leading technology provides ongoing roof monitoring and the highest level of communication around the clock.

NRP delivers more than roofing systems, NRP delivers the easiest and most cost-effective means of maintaining roofing assets. With a national footprint of tier one contractors and progressive technology for communication and review, NRP continues to change the way that facility management and purchasing agents manage their roofing assets and maintenance.

It does not stop on the roof, with robust diversity and energy solutions, NRP pushes the envelope on positioning buildings owners for social and economic success. For facility management professionals, NRP delivers a no-nonsense ability to deliver services rapidly with the highest quality and the best value.

Our customized customer portal guarantees to accommodate customer needs and provide real time access to all roofing services. Regardless of your location, through the NRP portal, phones and/or email 24/7/365, our friendly customer care team will be available for all your roofing service needs. We are committed to superior service with time-defined responses to meet your scheduling needs and simplified pricing for all locations across the United States.

3. Company's Dun & Bradstreet (D&B) number: 86-900-9451

4. Corporate office location: 621 E. State Hwy 121, Suite 400, Coppell, TX 75019

5. List the total number of sales persons employed by your organization within the United States, broken down by market.

Tab 3 – Company Profile (Appendix F)

**All service requests and roofing proposals come directly through National Roofing Partners
24/7/365 Customer Service by email: cpp@NationalRoofingPartners.com or National Roofing
Partners Customer Service phone: (866) 537- 6034, press 1.*

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

- a. Sales
- b. Sales Support
- c. Marketing
- d. Financial Reporting
- e. Executive Support[TA4]

*Table 3-2, below, summarizes the key contacts responsible for each of the areas noted above.
Resumes for each of these individuals are provided on the following pages.*

**Table 3-2. Key contacts for sales, sales support, marketing,
financial reporting and executive support.**

Areas	Contact	Email	Phone	Resume Page
Sales	Steve Little	Steve.Little@nationalroofingpartners.com	(866) 537-6034	Page 3-5
Sales	Rodney Shrader	Rodney.Shrader@nationalroofingpartners.com	(866) 537-6034	Page 3-6
Sales	David Adams	David.Adams@nationalroofingpartners.com	(866) 537-6034	Page 3-7
Sales	Geoff Craft	Geoff.Craft@nationalroofingpartners.com	(866) 537-6034	Page 3-8
Sales	Tara Adams	Tara.Adams@nationalroofingpartners.com	(866) 537-6034	Page 3-14
Sales Support	Kim Baxter	Kim.Baxter@nationalroofingpartners.com	(866) 537-6034	Page 3-9
Sales Support	Mike Genette	Mike.Genette@nationalroofingpartners.com	(866) 537-6034	Page 3-10
Sales Support	Ivan Trinidad	Ivan.Trinidad@nationalroofingpartner.som	(866) 537-6034	Page 3-11
Marketing	Rodney Shrader	Rodney.Shrader@nationalroofingpartners.com	(866) 537-6034	Page 3-6
Marketing	David Adams	David.Adams@nationalroofingpartners.com	(866) 537-6034	Page 3-7
Marketing	David Huval	David.Huval@nationalroofingpartners.com	(866) 537-6034	Page 3-12
Financial Reporting	Kyrak Coker	Kyrak.Coker@nationalroofingpartners.com	(866) 537-6034	Page 3-13
Executive Support	Laura Bartolozzi	Laura.Bartolozzi@nationalroofingpartners.com	(866) 537-6034	Page 3-15
Executive Support	Madi Cazzola	Madi.Cazzola@nationalroofingpartners.com	(866) 537-6034	Page 3-16
Executive Support	Kim Greeley	Kim.Greeley@nationalroofingpartners.com	(866) 537-6034	Page 3-17

8. Define your standard terms of payment. Net 30.

National Roofing Partners' standard terms of payment for service projects are Net 30.

9. Who is your competition in the marketplace?

Our competition in the marketplace is any national roofing service provider.

10.

11. Overall public-sector sales, excluding Federal Government, for last three (3) years; 2015, 2016, 2017.

National Roofing Partners' overall annual public-sector sales, excluding Federal Government for the last three years is detailed in Table 3-4 below.

Table 3-4. Overall sales public sector, excluding Federal Government for last three years.

**Assumed sales Contractor Partners not all actual sales available.*

12. What is your strategy to increase market share?

NRP's strategy to increase market share is a combination of leveraging our partners with world class training. Our Partners nationwide have relationships that they currently have in the public sector and only need training to start having meaningful conversations with their customers as to the value of cooperative purchasing and how agencies will benefit in hard and soft cost savings while using their preferred contractor. The training that will be implemented by NRP and led by David Adams and Tara Adams is one that will stand out from any other supplier in the market.

David Adams and Tara Adams bring a combined 23 years of experience in the cooperative industry, having worked for a large manufacturer growing their business, obtaining and implementing the first cooperative contracts for another roofing service provider and having worked for a national purchasing cooperative. They are both renowned trainers and presenters of the value of cooperative purchasing.

This combination of our Partners and training will accelerate and grow market share quicker than what is customary in the cooperative space when on-boarding a new supplier.

In addition, National Roofing Partners' strategy to increase market share includes increasing value-added services, providing on-time delivery and offering competitive solutions. National Roofing Partners understands the nature of performance-based contracting and has identified contractors with strong performance histories at the local level, which will assist in providing competitive solutions to TCPN members. National Roofing Partners provides on-time delivery orders, within budget and in compliance with specifications and regulations and plans to uphold this track record, in an effort to provide complete satisfaction to every customer, every time.

Specific strategies to increase market share are also included in Appendix 1 – Marketing Plan.

13. What differentiates your company from competitors?

National Roofing Partners' biggest differentiator is that we can perform work on any manufacturer's roof and we are not affiliated with one manufacturer in the marketplace. In fact, we have earned distinguished awards from two of the largest manufacturers in the country, Johns Manville and Carlisle. Bottom line is that any member that works with us can be assured that we can work on any of their roofs, whether under warranty or not.

Tab 3 – Company Profile (Appendix F)

Another advantage to this is that we are not a manufacturer focused on selling product. We are focused on providing the correct fit, technically and within budget.

This concept has led to the NRP Warranty Maximization Program, a unique program that can extend a customer's roof warranty or put a roof back into warranty. The backing and support of major manufacturers helps in promoting the program.

Another differentiator is our expansion into markets that will put us in front of more public customers. An example of this is our new Telecom Division that just secured a large contract that will put us on over 40,000 rooftops over the next three years, some of which will be on public buildings. This service will then put us in front of these agencies to discuss their roofing needs as well as the value of cooperative purchasing.

Due to the formation of this Telecom Division, we are increasing our trades and offerings which could dovetail into some value-add opportunities with the contract in the future.

Another differentiator is our Web-based Project Management - National Roofing Partners' nationwide coverage is offered by click of a button on our web-based project management system to National Roofing Partners Customer Service team which allows facility managers the peace of mind both for the reactive emergencies and proactive planning. National Roofing Partners will dispatch the customer's call and provide all the follow up with the National Account Manager assigned specifically to the customer. Our numerous locations nationwide, allows National Roofing Partners the ability to reduce travel cost while utilizing internal systems to provide common and consistent tracking along with Asset Management history for the customer. National Roofing Partners has Project Managers on staff that work with the Account Management Team to assist customers in identifying and prioritizing specific roofing needs. This enables facility managers to manage their roofing budget more effectively.

Each year National Roofing Partners customers can budget for roofing with ease, utilizing the Web Based Portal. NRP's communication is second to none with A Personalized Portal to track 100% of the customer's roof inventory. This includes roof diagrams, photos, budgets, and work order/invoice histories.

Roofing Service / Value Add – National Roofing Partners' is the most trusted name in the industry, and has the largest combined, National Footprint in North America. No matter where or when your roofing service needs occur, WE'VE GOT YOU COVERED! National Roofing Partners is owned and operated by Tier 1 Roofing Contractors with over 180+ service locations.

14. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.

National Roofing Partners' capability and functionality of on-line ordering is via our online project management system that customers can generate work orders for roofing service and repair requests. The more complex roofing projects are handled working directly with our Partner Sales Representatives, National Account Managers and Estimating team personally by meeting with the customer to review and analyze each facility roofing need and propose the best solution.

15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

National Roofing Partners Customer Service Department is outlined in Table 3-5. All calls

coming in during or after work hours are answered by an NRP Employee and NOT a 3rd party call center.

Table 3-5. Customer service department contact information.

Customer Service Locations	Contact	Hours
www.nationalroofingpartners.com Technology Solutions powered by Dataforma	www.nationalroofingpartners.com, technology solutions - customer login	24/7/365
National Roofing Partners Headquarters 621 E. ST HWY 121, STE 400, Coppell, TX 75019	(866) 537-6034	7AM - 5PM
National Roofing Partners Headquarters 621 E. ST HWY 121, STE 400, Coppell, TX 75019	service@nationalroofingpartners.com	24/7/365

- 16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.**

National Roofing Partners' is not presently, nor in the past been involved in any litigation related to customers, projects, injuries or finances. NRP has filed a lawsuit against three former employees but this has no impact on NRP's ability to perform under this proposed contract. In no way will this litigation interfere with our ability to complete the proposed contract in accordance with contractual requirements. National Roofing Partners is financially stable and free from any bankruptcy or reorganization.

Marketing / Sales

- 17. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to:**

- a. A co-branded press release within first 30 days
- b. Announcement of award through any applicable social media sites
- c. Direct mail campaigns
- d. Co-branded collateral pieces
- e. Advertisement of contract in regional or national publications
- f. Participation in trade shows
- g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
 - i. TCPN and Region 4 ESC Logo
 - ii. Link to TCPN and Region 4 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

Appendix 1 – Marketing Plan following, summarizes how our organization plans to market this proposed contract within the first ninety (90) days of award and additional detailed marketing information.

- 18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.**

National Roofing Partners' will demonstrate the benefits of this proposed contract to eligible entities through a marketing communications program designed for the National Roofing Partners Cooperative Specialist team to build awareness and educate National Roofing Partners' sales professionals located throughout the United States, build awareness within prospective TCPN members on the benefits of TCPN and National Roofing Partners. This

Tab 3 – Company Profile (Appendix F)

includes demonstrating the benefits through the following outlined below and as detailed in Appendix 1 – Marketing Plan.

- Social Media
- Press Releases
- Internal communications
- Direct marketing/sales
- Tradeshow/Associations
- Public relations

19. Explain how your company plans to market this agreement to existing government customers.

National Roofing Partners' plans to market this agreement to all our Partners' existing public agency customers by direct sales calls in an effort to engage them and educate them on the benefits of the Roofing Products, Services, and Job-Order-Contracting services contract.

In addition, we will implement campaigns via all the channels listed above and detailed in Appendix 1 - Marketing Plan.

20. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.

Our detailed ninety (90) day plan describing how the proposed contract will be implemented within National Roofing Partners as provided in Appendix 1 – Marketing Plan. Our Cooperative Specialist will build awareness and educate our direct sales force so that they can assist in training Partners nationwide. We will also develop sales collateral that will be rolled out with nationwide webinars to our Teams with the "how to's in marketing to existing customers and how to generate new customers as well.

21. Describe how you intend on train your national sales force on the Region 4 ESC agreement.

National Roofing Partners' intends to train our national sales force on the Region 4 ESC agreement with our dedicated Cooperative Specialist team. Nationwide educational webinars will be conducted regarding the contract and pertinent information on the contract, supported by PowerPoint presentation and marketing literature. We will be conducting regional trainings across the country and would ask for the support of TCPN / Region 4, when possible, of having a Representative present at the trainings.

22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

National Roofing Partners' agrees to provide its company logo to Region 4 ESC and agrees to provide permission to reproduction of such logo in marketing communications and promotions.

23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

Administration

- 24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).**

National Roofing Partners' implementation and success with existing cooperative purchasing programs is new to National Roofing Partners as an organization, however National Roofing Partners as brought on a Cooperative Specialist team to successful implement this proposal cooperative purchasing program. Cooperative Specialist team has performed similar roofing products, services, and job-order-contractor for more then 13 years in the cooperative marketing.

Upon award of a cooperative, our Cooperative Specialist team of will implement their proven marketing approach to include educating sales and services teams with our internal teams and contractor partners. National Roofing Partners marketing team will implement co-branding market efforts to TCPN members this would include press releases, social media announcements, direct mail, participate in tradeshow and beyond to build awareness as quickly as possible.

National Roofing Partners and its Partners has demonstrated success year-over-year with many public agencies across the country. This proves our ability to meet TCPN member expectations and requirements, in a transparent and compliance matter.

- 25. Describe the capacity of your company to report monthly sales through this agreement.**

National Roofing Partners' capacity to report monthly sales through this agreement will be maintained in National Roofing Partners headquarter Sage system. When working directly with one of our Partners, our Partner will be required to get a proposal number from National Roofing Partners headquarter. This is to ensure that National Roofing Partners has a tracking mechanism on all monthly reporting to TCPN. We will implement a dedicated email of CPP@nationalroofingpartners.com. Proposals will not be valid without a National Roofing Partners issued TCPN proposal number. We will also, issue a cover letter from National Roofing Partners to accompany all proposal for TCPN transparent and compliance expectations. We will have required monthly reporting from our Partners with total of accounts receivables of all projects completed under this proposed agreement. We will report all sales on a monthly basis to TCPN/Region 4.

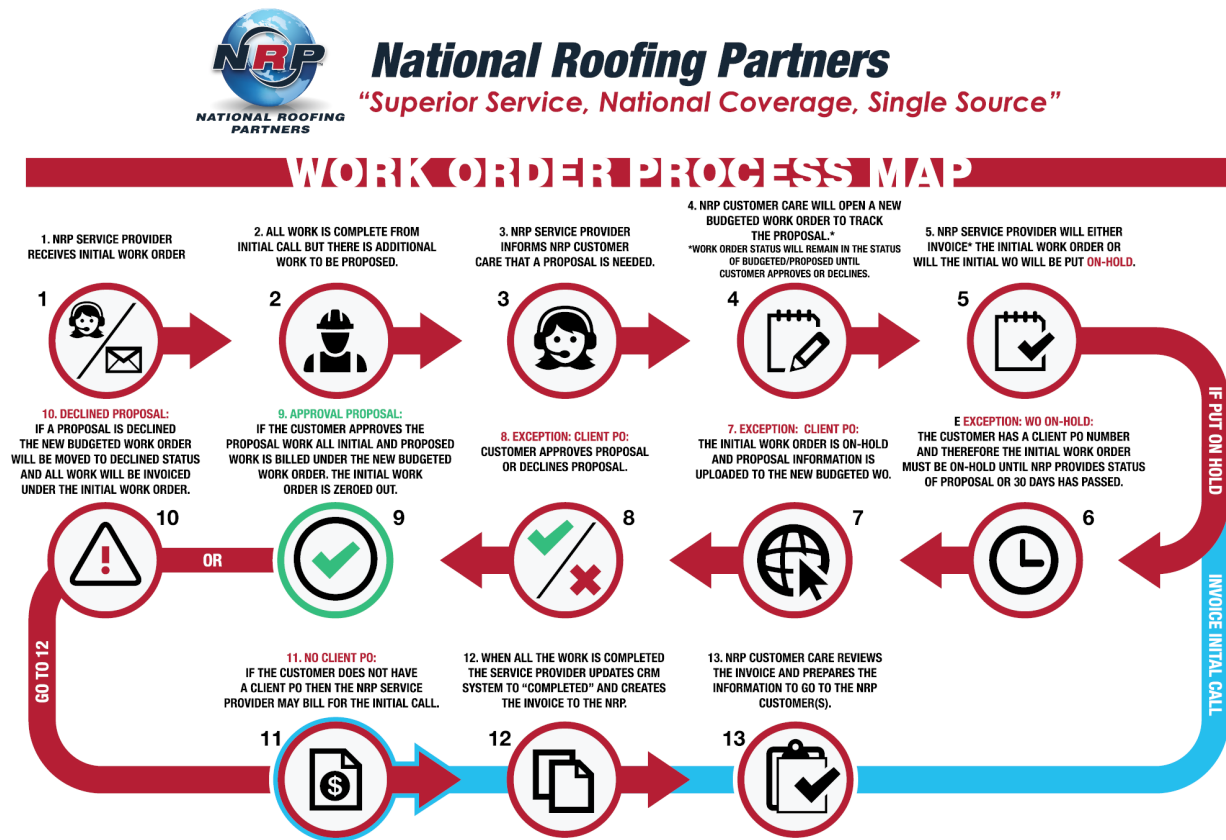
All projects National Roofing Partners and its Partner are working on, we utilize Dataforma CRM web-based management service system to organize and manage work orders and Sage accounting software for invoicing and reporting. National Roofing Partners CRM system is a solutions-based, process-driven, database that supports National Roofing Partner's ability to make informed strategic decisions. The CRM system can track member work orders, proposal,

Tab 3 – Company Profile (Appendix F)

progress of WO, Contractor Partner's then approve and complete invoices and National Roofing Partners billing, accounts payable and other accounting functions are handled by National Roofing Partners accounting department.

Utilizing these two processes, National Roofing Partners are fully capable of reporting monthly sales under the Roofing Products, Services, and Job-Order-Contracting Service contract. We have provided a Work Order Process Map below, Figure 3-6, demonstrating our company's capacity and processes to track and fulfill POs.

Figure 3-1. National Roofing Partner Work Order Process Map.



26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

National Roofing Partners capacity to provide management report, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency is a routine done already with all projects that National Roofing Partner does. Though Dataforma, Service Channel and other online web-based portals and then migrated to Sage, National Roofing Partners can provide a customized billing and reporting to TCPN per this proposed agreement, and can also be provided to TCPN members, upon request. National Roofing Partners will meet all reporting requirements.

- 27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.**

National Roofing Partners currently uses online portals for proposal and work order management, billing and reporting. It is our preference to maintain this process for Roofing Products, Service, and Job-Ordering Service contract for accuracy, tracking and reporting.

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So, we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask Offerors to provide their companies environmental policy and/or green initiative.

- 28. Please provide your company's environmental policy and/or green initiative.**

At National Roofing Partners, our goal is to implement green initiative, thinking on every action and every decision we make for the benefit our customers, our community and our environment. We are committed to making a positive impact on the environment by becoming NRP Pros at developing and implementing effective green practices and procedures as a rule, not as an exception. We are dedicated to taking the following actions to achieve our green vision:

- Measurably reduce our company's carbon footprint;*
- Advocate in keep construction materials out of local landfills;*
- Green sustainable products;*
- Reduce emissions and controlling waste on job sites.*

Vendor Certifications (if applicable)

- 29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Offeror to perform the covered services including, but not limited to licenses, registrations or certifications. MWBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.**

National Roofing Partners can offer product and services in 50 state and outlying area, Puerto Rico. We have included a summary of our contractor licenses, registrations and certifications of states in which we perform services, as detailed below in Table 3-6. Following page copies of each state licenses requested provide on subsequent pages.

In addition to these certificates, we have provided a summary of manufacturer certifications, and awards. Examples are provided on the following pages.

Tab 3 – Company Profile (Appendix F)

Table 3-6. Summary of National Roofing Partners contractor licenses.

State	Contractor License
Alabama	Yes
Alaska	Yes
Arizona	Yes
Arkansas	Yes
California	Yes
Colorado	State license not required
Connecticut	Yes
Delaware	State license not required
Florida	Yes
Georgia	Yes
Hawaii	Currently pending
Idaho	Yes
Illinois	Yes
Indiana	State license not required
Iowa	Currently pending
Kansas	State license not required
Kentucky	State license not required
Louisiana	Yes
Maine	State license not required
Maryland	State license not required
Massachusetts	State license not required
Michigan	State license not required
Michigan	State license not required
Minnesota	State license not required
Mississippi	Yes
Missouri	State license not required
Montana	Currently pending
Nebraska	State license not required
Nevada	Yes
New Hampshire	State license not required
New Jersey	Yes
New Mexico	Yes
New York	State license not required
North Carolina	Yes
North Dakota	Currently pending
Ohio	State license not required
Oklahoma	State license not required
Oregon	Yes
Pennsylvania	State license not required

Table 3-6. Summary of National Roofing Partners contractor licenses, cont.

State	Contractor License
<i>Rhode Island</i>	Yes
<i>South Carolina</i>	Yes
<i>South Dakota</i>	<i>State license not required</i>
<i>Tennessee</i>	Yes
<i>Texas</i>	<i>State license not required</i>
<i>Utah</i>	Yes
<i>Vermont</i>	<i>State license not required</i>
<i>Virginia</i>	Yes
<i>Washington</i>	Yes
<i>West Virginia</i>	<i>Currently pending</i>
<i>Wisconsin</i>	<i>State license not required</i>
<i>Wyoming</i>	<i>State license not required</i>
<i>Puerto Rico</i>	<i>License not required</i>

Figure 3 -1. Manufacturer Certifications Awards



February 15, 2018

NATIONAL ROOFING PARTNERS
621 EAST STATE HIGHWAY 121
SUITE 400
COPPELL, TX 75019

Phone: 1-866-537-6034
Fax: 1-214-580-5575

To Whom It May Concern:

Please be advised that a Johns Manville Approved Roofing Contractor Agreement (the "Agreement") presently exists between Johns Manville Roofing Systems Group and the above named contractor located at the above address. The Agreement stipulates that Johns Manville will issue Peak Advantage Guarantees for Johns Manville systems listed below.

System	Term
APP;BUR;SBS Asphalt Applied;SBS Heat Welded;SBS Cold Applied;SBS Self Adhered;EPDM;PVC;TPO;Registration - JM Insulation Only	all

These guarantees will be issued to the above-named contractor in accordance with all procedures and requirements of the Johns Manville Peak Advantage Guarantee Program. This Agreement is subject to cancellation by either Johns Manville Roofing Systems Group or the above named contractor upon thirty (30) days written notice to the other party of the Agreement.

Sincerely,

Guarantee Services

For questions related to this communication, please contact:

Guarantee Services
Johns Manville Roofing Systems
10100 W. Ute Avenue | Mailstop R-15 | Littleton, CO 80127
GSU@jm.com | 800.922.5922 | Fax: 877.403.1747

Tab 3 – Company Profile (Appendix F)



BUILDING VALUE

Contractor Agreement

AGREEMENT made this **19th** day of **July, 2018** between Versico Roofing Systems ("VERSICO"), having a mailing address of P.O. Box 1289, Carlisle, PA 17013 and

Company Information

Company Legal Name:
RL National Roofing Partners, LLC

D-U-N-S Number:
869009451

Physical Address:
621 E. State Hwy. South Suite 400
Coppell TX 75019

Company Contact:
Kyra Coker
kyra.coker@nationalroofingpartners.com
866-537-6034 (phone)
214-580-5575 (fax)

Date Company was Established:
1/1/2006

Company Trade Name:
NRP

Company Operates Branch Locations:
No

Mailing Address:
621 E. State Hwy. South Suite 400
Coppell TX 75019

Company FEIN:
271532578

Company Type:
Corporation

Company Organized Under the Laws of:
TX

Company Files as Sub-Chapter S Corporation:
No

Company Officers

Company Member:
Rodney Shrader President
rodney.shrader@nationalroofingpartners.com

Address:
621 E. State Hwy. 121 South Suite 400
Coppell TX 75019

Office Phone Number:
866-537-6034

Mobile Phone Number:
817-829-2907

Permission to Send Text Messages:
No

Limited Partner:
No

Company Member:
Geoff Craft Vice President

Office Phone Number:
866-537-6034

P.O. Box 1289 ■ Carlisle, PA 17013 ■ toll free / 800.992.7663 ■ www.versico.com



Johns Manville Corporation
Roofing Systems Group
4413 Perry Lane
Fort Worth, Texas 76133-6905
Phone: 817-313-0396

July 9, 2018

National Roofing Partners
621 East State Highway 121
Coppell, TX 75019

Re: Johns Manville Certified Roofing Contractor Status
Pinnacle Level & No Dollar Limit Approval

To Whom It May Concern:

This is to advise that **National Roofing Partners** is listed with Johns Manville as a No Dollar Limit Approved Built-Up, Modified Bitumen TPO, PVC & EPDM Single Ply Roofing Systems Contractor.

Year after year, **National Roofing Partners** achieves our highest level of quality and professionalism as a member of our elite and exclusive Pinnacle Contractor Group. They have a JM Quality Multiplier of 1.15 that reflects this high quality and the fact that we rarely, if ever have installation-related leak claims on their JM guaranteed roof installations. Over the course of our relationship, National Roofing Partners has successfully installed 99,697 squares of JM roof systems, all backed by JM's Peak Advantage® Roofing System Guarantees.

We're proud of **National Roofing Partners'** performance and the fact that we can carry their name on our list of approved applicators.

Thank you for your interest in our products and services, and if we can be of assistance, please don't hesitate to call at 817-313-0396.

Respectfully submitted,

Joel K. Lewallen, RRC, RRO, CCPR, CCCA, LEED AP

Johns Manville is a manufacturer of commercial roofing products and offers this general conceptual information to you as a courtesy. This complimentary assistance is not to be used or relied upon by anyone as a substitute for professional engineering design and documentation required by building code, contract or applicable law. By accepting these comments you agree they do not constitute any representations, endorsements of, or an assumption by Johns Manville of any liability for either the adequacy of the design of this building or any other material not supplied by Johns Manville.

Tab 3 – Company Profile (Appendix F)



February 15, 2018

NATIONAL ROOFING PARTNERS LLC
STE 400 621 E STATE HWY 121
COPPELL, TX 75019

To Whom It May Concern:

This letter is to confirm that NATIONAL ROOFING PARTNERS LLC in COPPELL, TX is a Carlisle Authorized Applicator.

This Applicator has been awarded with the following awards:

ESP 2017, ESP 2016, ESP 2015

If you should have any further questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin Somers", is written over a light blue circular stamp.

Kevin Somers

/ems



May 20, 2014

RL National Roofing Partners, LLC.
Mr. Dale Tyler
621 E. State Hwy 121, Suite 400
Coppell, TX 75019

Dear Mr. Tyler:

An application for credit was received from your company. After processing this application, SOPREMA has opened your account under the following terms:

Date of Approval 4/24/2014

Account Number TX229

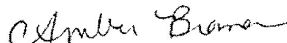
Terms Net 60

Credit Limit \$50,000.00

Regional Sales Manager	<u>Carl Kuhn</u>
Sales Representative	<u>Luke Legrand</u>
Customer Service Rep	<u>Jeff Weidman</u>

Also enclosed is your signed and executed Authorized Roofing Contractor Agreement. If you have any questions relating to these terms and conditions, please feel free to contact me at any time. Thank you for your interest in doing business with SOPREMA.

Sincerely,


Amber Branan
Credit Manager
abranan@soprema.us

Tab 3 – Company Profile (Appendix F)

Sika Sarnafil

World Class Roofing and Waterproofing

May 27, 2013

RL National Roofing Partners
Dale Tyler
320 Regal Row, Suite 200
Dallas, TX 75247

Dear Dale Tyler,

We are pleased to inform you that your company has been accepted as an authorized Sika Sarnafil Roofing Applicator, subject to the conditions in the Registered Contractor Agreement. Your Sika Sarnafil Customer Number is **3061723**

As referenced in the agreement, a training program is required to teach your employees Sika Sarnafil application and welding techniques. We recommend the training be scheduled just prior to starting your first Sika Sarnafil project. Please call your Sika Sarnafil sales person or regional technical manager to coordinate this training.

Your login id, password, and a user guide have been emailed to you for accessing the Sika Sarnafil online Project Tracking System (PTS). Check your email inbox for a message titled "Sika Sarnafil Project Tracking System". The PTS allows you to input projects directly into Sika Sarnafil's online database. While logged on to the database you will be able to request quotes, a technical review of a project, an inspection, a warranty, generate reports for projects entered into the system and download documents such as the Acceptance of Notice of Award (ANOA), Inspection for Warranty Report, and Warranty.

A set of Sika Sarnafil literature is enclosed for your information. Please use the order form if you would like to order additional copies for promotional purposes. Also, your company has been granted access to the Partners Club section of our website at usa.sarnafil.sika.com. This section allows you to search through technical documents, retrieve price lists and Notice of Award forms. Additional information about the Partners Club Program is enclosed. You will receive an email soon asking you to create your own password. Please check your "spam" folder if you do not see it within two weeks.

We appreciate your interest in Sika Sarnafil and are looking forward to building a strong relationship with **RL National Roofing Partners**.

Sincerely,



Sika Sarnafil
A Division of Sika Corporation
Peter Schmidt
National Sales Manager

cc: MGM Sales, Angela Mollica
Regional Manager
Randy Rios
Josie Bell
Melanie Graveline
Francisco Mosqueda



Sika Sarnafil, A Division of Sika Corporation, 100 Dan Road, Canton, MA 02021
Tel. 800-451-2504, Fax: 781-828-5365, www.sikacorp.com

Sarnafil®



July 17, 2018

National Roofing Partners, LLC

621 E State Hwy 121, Ste 400

Coppell, TX 75019

To Whom It May Concern:

This letter is to confirm that National Roofing Partners, LLC is a Versico Authorized Contractor.

If you should have any further questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Andrews", written in a cursive style.

Scott Andrews

Regional Sales Manager

Tab 3 – Company Profile (Appendix F)

References

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past three (3) years. Five (5) of these customer references should be for projects delivered through the job order contracting (JOC) delivery method. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

- Entity Name
- Contact Name and Title City and State
- Phone Number Years Serviced
- Description of Services Annual Volume
- Pricing Estimates/quotes provided to entity

National Roofing Partners

Table 5-1 under Tab 5. National Roofing Partners references of similar scope for past (3) years and JOC specific.



Steve Little

Company: National Roofing Partners

Role: CEO

Email: steve.little@nationalroofingpartners.com

Qualifications:

- Head Coach
- Inspirational Executive Leader
- Executive Decision Maker
- High-Level Contract Negotiations

Education/Training/ Certifications:

- BS, Santa Fe Community College
- University of Florida

Industry Associations:

- National Roofing Contractors Association (NRCA)
- Former Midwestern Roofing Contractors Association (MRCA) President
- The Construction Industry Advisory Council (CIOAC)
- Northeastern Roofing Contractors Association (NERCA)
- Roofing Contractors Association of Texas (RCAT)
- Western States Roofing Contractors Association (WSRCA)
- The Roofing Industry Alliance for Progress
- Current Board Member for Roofing Technology Think Tank (RT3)
- National Women in Roofing (NWIR) *Founding Sponsor*
- Professional Retail Store Maintenance Association (PRSM)
- International Facility Management Association (IFMA)

Work History:

- National Roofing Partners (NRP), 2006 - Current
- KPOST Company (2003 - Current)

Tab 3 – Company Profile (Appendix F)



Rodney Shrader

Company: National Roofing Partners

Role: President

Email: rodney.shrader@nationalroofingpartners.com

Qualifications:

- Executive Decision maker
- Corporate Planning and Strategic Development
- Multi-Site Operational Leader
- P & L Management and Budgetary Direction
- Contract Negotiations
- Sales Coach
- Mergers & Acquisitions
- Executive Leadership and Mentor

**Education/Training/
Certifications:**

- MBA, TCU, Neely School of Business
- Supplier of the Year Award from AGC and ABC.
- Honor Graduate Military Police School
- Honor Graduate Military Working dog, K-9 Handler School
- K9 Supervisor Course
- Sandler Sales Training
- Chapman Leadership and Sales Coaching Clinic

Industry Associations:

- Board of Director for ABC N. Texas, Associated Builders and Contractors, Inc.
- Board of Director for AGC/ABC/TEXO
- National Roofing Contractors Association (NRCA)
- Midwestern Roofing Contractors Association (MRCA)
- Northeastern Roofing Contractors Association (NERCA)
- Roofing Contractors Association of Texas (RCAT)
- Western States Roofing Contractors Association (WSRCA)
- The Roofing Industry Alliance for Progress
- Roofing Technology Think Tank (RT3) *Founding Member*
- National Women in Roofing (NWIR) *Founding Sponsor*
- Professional Retail Store Maintenance Association (PRSM)
- International Facility Management Association (IFMA)

Work History:

- Action Mobile, 2014 - 2018
- United Road Service (Car Auto Carrier), 1998-2004
- United States Marine Corps, 1993-1998



Kyrah Coker

Company: National Roofing Partners

Role: Vice President of Finance

Email: kyrah.coker@nationalroofingpartners.com

Qualifications:

- 20+ years of Finance Experience, 12+ in Construction Finance
- 10+ in Bonded Municipal Contract Oversight, Management and Purchasing
- Expertise in Contract Billings, WIP, GAAP Accounting Practices and a Pro Advisor

Education/Training/ Certifications:

- BA Finance, UT Dallas
- MA Interdisciplinary Studies, UT Dallas
- CMA Certification, In Progress
- Intuit Pro Advisor, SAGE 100/300 and SAP

Industry Associations:

- National Roofing Contractors Association (NRCA)
- Midwestern Roofing Contractors Association (MRCA)
- Northeastern Roofing Contractors Association (NERCA)
- Roofing Contractors Association of Texas (RCAT)
- Western States Roofing Contractors Association (WSRCA)
- The Roofing Industry Alliance for Progress
- Roofing Technology Think Tank (RT3) *Founding Member*
- National Women in Roofing (NWIR) *Founding Sponsor*
- Professional Retail Store Maintenance Association (PRSM)
- International Facility Management Association (IFMA)

Work History:

- National Roofing Partners (NRP), 2017 – Current
- Land Gorilla (Construction Inspections), 2014-2017
- Servall Contractor Services, 2014 - 2017
- LDM Construction (WBE Contractor), 2005-2017
- ETS, 1996-2005
- CADVisions (an AutoCAD company), 1996-1998

Tab 3 – Company Profile (Appendix F)



David Adams

Company: National Roofing Partners

Role: Vice President of Revenue

Email: david.adams@nationalroofingpartners.com

Qualifications:

- Renowned Cooperative Contract and Sales Trainer
- Over 13 Years Cooperative Contract Experience with Multiple Vendors and National Purchasing Cooperative
- 13 Years Job Order Contracting Experience with Cooperatives
- Strategic Market Positioning
- Continuous Improvement Champion
- Team Builder
- Contract Negotiations

**Education/Training/
Certifications:**

- BA, Kenyon College, Gambier, OH
 - Double Major: Economics and Psychology
- Construction Specifications Institute
 - Construction Documents Technologist (CDT)

Industry Associations:

- Center for Job Order Contracting Excellence, 2016 - Current
 - Board of Directors / Industry Chair / Past Industry Chair National
- Roofing Contractors Association (NRCA)
- Midwestern Roofing Contractors Association (MRCA)
- Northeastern Roofing Contractors Association (NERCA)
- Roofing Contractors Association of Texas (RCAT)
- Western States Roofing Contractors Association (WSRCA)
- The Roofing Industry Alliance for Progress
- Roofing Technology Think Tank (RT3) *Founding Member*
- National Women in Roofing (NWIR) *Founding Sponsor*
- Professional Retail Store Maintenance Association (PRSM)
- International Facility Management Association (IFMA)

Work History:

- National Roofing Partners (NRP), 2018 - Current
- TCPN / National IPA, Facilities Solutions, 2015 - 2017
- RoofConnect, 2013 - 2014
- CentiMark, 2010 - 2012
- Tremco, 2002 - 2010
- CentiMark, 1997 - 2002
- Tremco, 1989 - 1996



Geoff Craft

Company: National Roofing Partners

Role: Vice President

Email: geoff.craft@nationalroofingpartners.com

Qualifications:

- 28 Years of roofing industry experience in manufacturing and distribution
- Relationship Management
- Manufacturer Partnerships
- Contractor Partnerships
- Solar Expertise

Education/Training/ Certifications:

- State University of New York College

Industry Associations:

- National Roofing Contractors Association (NRCA)
- Midwestern Roofing Contractors Association (MRCA)
- Northeastern Roofing Contractors Association (NERCA)
- Roofing Contractors Association of Texas (RCAT)
- Western States Roofing Contractors Association (WSRCA)
- The Roofing Industry Alliance for Progress
- Roofing Technology Think Tank (RT3) *Founding Member*
- National Women in Roofing (NWIR) *Founding Sponsor*
- Professional Retail Store Maintenance Association (PRSM)
- International Facility Management Association (IFMA)

Work History:

- National Roofing Partners (NRP), 2016 - Current
- Roofing Supply Group, 2010 - 2015
- OMG Inc., 1990 - 2010

Tab 3 – Company Profile (Appendix F)



Mike Genette

Company: National Roofing Partners

Role: Director of Risk Management

Email: mike.genette@nationalroofingpartners.com

Qualifications:

- Manage \$35MM P&L of reroofs
- Projects up to \$4MM
- Directs all estimating and risk management activity for company

**Education/Training/
Certifications:**

- Texas A&M B.B.A.
- Texas State, M.B.A.

Industry Associations:

- National Roofing Contractors Association (NRCA)
- Midwestern Roofing Contractors Association (MRCA)
- Northeastern Roofing Contractors Association (NERCA)
- Roofing Contractors Association of Texas (RCAT)
- Western States Roofing Contractors Association (WSRCA)
- The Roofing Industry Alliance for Progress
- Roofing Technology Think Tank (RT3) *Founding Member*
- National Women in Roofing (NWIR) *Founding Sponsor*
- Professional Retail Store Maintenance Association (PRSM)
- International Facility Management Association (IFMA)

Work History:

- 8 years Pizza Hut (Yum!,PepsiCo)
- 10 years Starbucks
- 3 years Brinker Intntl
- 7 years at NRP



Ivan Trinidad

Company: National Roofing Partners

Role: Director of Operations

Email: ivan.trinidad@nationalroofingpartners.com

Qualifications:

- 27 years of construction and roofing experience
- Experience providing direction for multiple simultaneous projects
- Experience coordinating performance in occupied facilities
- Oversaw 500 + projects ranging from \$1,000 to \$6 million

Education/Training/ Certifications:

- BS, Psychology w/ Minor in Economics, Michigan State University
- Residential Contractor Certification; City of Brownsville, TX
- Construction Documents Technologist (CDT), Construction Specifications Institute
- GC License, Oregon Construction Contractor's Board
- Business and Law, State of New Mexico Contractor's License
- OSHA 30

Industry Associations:

- National Roofing Contractors Association (NRCA)
- Midwestern Roofing Contractors Association (MRCA)
- Northeastern Roofing Contractors Association (NERCA)
- Roofing Contractors Association of Texas (RCAT)
- Western States Roofing Contractors Association (WSRCA)
- The Roofing Industry Alliance for Progress
- Roofing Technology Think Tank (RT3) *Founding Member*
- National Women in Roofing (NWIR) *Founding Sponsor*
- Professional Retail Store Maintenance Association (PRSM)
- International Facility Management Association (IFMA)

Work History:

-

Tab 3 – Company Profile (Appendix F)



Kim Baxter

Company: National Roofing Partners

Role: Director of Client Services

Email: kim.baxter@nationalroofingpartners.com

Qualifications:

- Managing the day to day activities of the NRP Service Department including client relations, service dispatching, proposals, invoicing, collections and vendor management
- Oversee the daily operation of the building
- 20 Years in Construction Management
- Experience in Design Build
- Experience in State and Municipality construction

**Education/Training/
Certifications:**

- Bachelor's from University of Central Oklahoma in Public Relations
- Certified in Texas Lien Laws
- Masters in Accounting, in progress

Industry Associations:

- National Roofing Contractors Association (NRCA)
- Midwestern Roofing Contractors Association (MRCA)
- Northeastern Roofing Contractors Association (NERCA)
- Roofing Contractors Association of Texas (RCAT)
- Western States Roofing Contractors Association (WSRCA)
- The Roofing Industry Alliance for Progress
- Roofing Technology Think Tank (RT3) *Founding Member*
- National Women in Roofing (NWIR) *Founding Sponsor*
- Professional Retail Store Maintenance Association (PRSM)
- International Facility Management Association (IFMA)

Work History:

- National Roofing Partners (NRP), 2012 - Current
- Robax Corp, 2000 – 2011



Tara Adams

Company: National Roofing Partners

Role: Cooperative Specialist / National Account Manager

Email: tara.adams@nationalroofingpartners.com

Qualifications:

- 8 years of direct management with cooperative contracts
- Successfully on-boarded hundreds of newly awarded cooperative supplier executive and sales teams on selling into the labor solution / cooperative space.
- 10 years of cooperative, roofing and JOC/IDIQ project experience
- 18 years of relevant construction experience
- Experience in utilizing RS Means for the purpose of providing cost estimate analysis and compliance review

Education/Training/ Certifications:

- California State Fullerton, Business Administration, Urban Planning & Community Development
- CA Realtor License

Industry Associations:

- National Roofing Contractors Association (NRCA)
- Midwestern Roofing Contractors Association (MRCA)
- Northeastern Roofing Contractors Association (NERCA)
- Roofing Contractors Association of Texas (RCAT)
- Western States Roofing Contractors Association (WSRCA)
- The Roofing Industry Alliance for Progress
- Roofing Technology Think Tank (RT3) *Founding Member*
- National Women in Roofing (NWIR) *Founding Sponsor*
- Professional Retail Store Maintenance Association (PRSM)
- International Facility Management Association (IFMA)

Work History:

- National Roofing Partners (NRP), 2017 - Current
- FacilitiesConnect, 2017 - Current
- TCPN / National IPA, 2015 - 2017
- ReMax, 2013 - 2015
- Contract Purchasing Solutions, 2010 - 2014
- Tremco, 2007 - 2010
- Hunsaker & Associates, 2004 - 2008
- The Moote Group, 1996 - 2004



Laura Bartolozzi

Company: National Roofing Partners

Role: Executive Assistant/Human Resources

Email: laura.bartolozzi@nationalroofingpartners.com

Qualifications:

- Over 15 years' experience in administrative roles
- 2.5 years' working knowledge as an HR manager
- Ethical practice
- Relationship management

Education/Training/ Certifications:

- BA Communications from Northern Arizona University
- Dual Major in Publication Relations and Marketing

Industry Associations:

- National Roofing Contractors Association (NRCA)
- Midwestern Roofing Contractors Association (MRCA)
- Northeastern Roofing Contractors Association (NERCA)
- Roofing Contractors Association of Texas (RCAT)
- Western States Roofing Contractors Association (WSRCA)
- The Roofing Industry Alliance for Progress
- Roofing Technology Think Tank (RT3) *Founding Member*
- National Women in Roofing (NWIR) *Founding Sponsor*
- Society for Human Resource Management (SHRM)
- Professional Retail Store Maintenance Association (PRSM)
- International Facility Management Association (IFMA)

Work History:

- National Roofing Partners (NRP), 2013 - Current
- Medical Receptionist, 2012 – 2013
- Operations and Staffing Coordinator, 2010 – 2012.
- Reservation Coordinator / Ground Crew, 2009 – 2010

Tab 3 – Company Profile (Appendix F)



Kim Greeley

Company: National Roofing Partners

Role: Solar Sales Coordinator

Email: kim.greeley@nationalroofingpartners.com

Qualifications:

- Assisting sales with managing any solar program
- Assisting with sourcing new product avenues
- Assisting with order management
- Work closely with our leading vendors and solar customers on all management levels in order to achieve goals
-

**Education/Training/
Certifications:**

Industry Associations:

- William Woods University
- Roofing 101 Online, NRCA
- National Roofing Contractors Association (NRCA)
- Midwestern Roofing Contractors Association (MRCA)
- Northeastern Roofing Contractors Association (NERCA)
- Roofing Contractors Association of Texas (RCAT)
- Western States Roofing Contractors Association (WSRCA)
- The Roofing Industry Alliance for Progress
- Roofing Technology Think Tank (RT3) *Founding Member*
- National Women in Roofing (NWIR) *Founding Sponsor*
- Professional Retail Store Maintenance Association (PRSM)
- International Facility Management Association (IFMA)

Work History:

- National Roofing Partners (NRP), 2018 - Current
- Lowes, 2011 – 2018
- Innerworkings 2006-2011
- RR Donnelly, 1998 - 2005
- Haggard Clothing Co., 1994-1997



Madi Cazzola

Company: National Roofing Partners

Role: Sales Administrator

Email: madi.cazzola@nationalroofingpartners.com

Qualifications:

- Serves as administrator for the sales team and executive assistant
- Additional roles include lead generation, telemarketing and vendor on-boarding

Education/Training/ Certifications:

- Roofing 101 Online, NRCA

Industry Associations:

- National Roofing Contractors Association (NRCA)
- Midwestern Roofing Contractors Association (MRCA)
- Northeastern Roofing Contractors Association (NERCA)
- Roofing Contractors Association of Texas (RCAT)
- Western States Roofing Contractors Association (WSRCA)
- The Roofing Industry Alliance for Progress
- Roofing Technology Think Tank (RT3) *Founding Member*
- National Women in Roofing (NWIR) *Founding Sponsor*
- Professional Retail Store Maintenance Association (PRSM)
- International Facility Management Association (IFMA)

Work History:

- National Roofing Partners (NRP), 2018 - Current
- Parker Chiropractic Clinic, 2017
- The Joint Chiropractic, 2016 -2017
- Colleyville Physical Therapy, 2015 -2015

APPENDIX B:
PRODUCTS / SERVICES SPECIFICATIONS

Tab 4 – Product / Services (Appendix B)

JOB-ORDER-CONTRACTING DELIVERY METHOD

As appropriate and allowed by chapter 2269 of the Texas Government Code, contractors may deliver projects through the job order contracting delivery method under this contract. Contractors should demonstrate their experience with JOC estimating and delivery on at least 5 previous projects as requested in Appendix F.

National Roofing Partner has demonstrated JOC estimating and delivery on at least (5) previous projects, detailed in Table 5-1 – National Roofing Partners References.

PERFORMANCE BOND PLAN

The contractor shall submit a detailed performance bond plan that will meet the participating agency's local and state statutory requirements. The vendor is required to be knowledgeable and current on all statutory requirements for bonding. This should include, but is not limited to, a letter from a surety company that is licensed to do business in the states being proposed in the submittal. Vendors shall also provide a written statement acknowledging that they can provide surety letters for any affiliates to Region 4 ESC or participating agencies upon request. Vendors may need to provide additional capacity as work orders increase. Bonds will not require that a fee be paid to Region 4 ESC. The actual cost of the bond will be a pass-through expense to the client and added to the purchase order.

National Roofing Partners acknowledges that we will provide surety letters for any affiliate to Region 4 ESC or participating agencies upon request. National Roofing Partners is knowledgeable and current on all statutory requirements for bonding.

Letters from Surety Companies provided on the following pages demonstrating our bonding capacity to perform the Roofing Products, Services, and Job-Order-Contracting Services contract.

Tab 4 – Product / Services (Appendix B)



EARNING YOUR TRUST • PROTECTING YOUR FUTURE

July 18, 2018

Re: RL National Roofing Partners, LLC

Dear Sir or Madam:

I have been associated with RL National Roofing Partners, LLC since their inception in 2006. RL National Roofing Partners, LLC's bonding program supports individual projects up to \$2 million, subject to an aggregate backlog of \$4 million with International Fidelity Insurance Company, which is rated "A- VII" by A.M. Best.

At RL National Roofing Partners, LLC's request, we will consider issuing final bonds, based on contract documents satisfactory to both RL National Roofing Partners, LLC and the Surety, including reasonable terms, conditions, verification of financing and acceptable performance and payment bond forms. We will also take into consideration RL National Roofing Partners, LLC's financial conditions at the time of the project, and their current backlog. We may issue the bond provided that RL National Roofing Partners, LLC does not assume other commitments or acquire further information that will materially affect the capacity to perform the contract.

Please note this letter is NOT an assumption of liability, nor is it a bid bond or a performance or payment bond. It is issued solely as a bonding reference at the request of our client. It is understood, of course, that any arrangement for performance and payment bonds is a matter between RL National Roofing Partners, LLC and International Fidelity Insurance Company. We assume no liability to the recipient of this letter or any third parties if for any reason we do not provide performance and payment bonds of any kind.

We hope the above demonstrates our utmost confidence in RL National Roofing Partners, LLC. We anticipate no problems in providing the necessary Performance and Payment bonds for various projects.

Should you have any questions, please do not hesitate to call.

Best regards,

A handwritten signature in blue ink, appearing to read "Darrin J. Weber".

Darrin J Weber, CPA, CIC, CRM
President & CEO

13601 Preston Road, Suite E740, Dallas, TX 75240
Main 972-961-3930 | Fax 972-961-3931

Tab 4 – Product / Services (Appendix B)

SAFETY/ENVIRONMENTAL PLAN

The contractor shall submit a detailed safety plan with their submittal. It should specifically address how the contractor will implement this plan with the subcontractors. The safety plan will need to address OSHA compliance, environmental compliance, drug testing, trend analysis and noncompliance corrective action. It should also state whether a safety officer will interact with the client member's staff and management of safety and environmental issues while working in occupied areas.

National Roofing Partners has included a summary of our safety/environmental approach for the areas specifically outlined in the RFP on the following pages with a copy of our comprehensive Safety/Environmental Plan provided in Appendix 2 – Safety Plan.

QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

The contractor shall submit a QA/QC plan within with their submittal. This plan shall detail the day to day surveillance of work and provide documentation of deficiencies and corrective actions. It should note subcontractor compliance issues and trend analysis and how inspectors will interface and work with both the subcontractors and the participating agency's staff.

National Roofing Partners will implement a comprehensive QA/QC Program consistent with Roofing Products, Services, and Job-Order-Contracting Services contract requirements provided in Appendix 3 - Quality Assurance (QA)/Quality Control (QC) Program.

SUBCONTRACTING PLAN AND/OR EXPLANATION OF APPLICABLE AFFILIATE RELATIONSHIPS

The contractor shall submit a subcontracting plan with their submittal. This plan will explain the subcontracting procedures providing assurances that the subcontractors meet the same high standards as the contractor. This will include a subcontractor's log, subcontractor qualification form, felony conviction notice and child and sex offender notice. This plan will also address how the vendor will implement his safety plan with subcontractors (may reference the vendor's safety plan). The subcontractors will be held to the same standards as the primary roofing contractor.

A distinct portion of the subcontracting plan needs to deal with attracting, utilizing and mentoring small and disadvantaged businesses including how your company will attract these firms. Describe how your company will institute a prompt payment plan upon completion and acceptance of their work and how your company will make progress payments to subcontractors on long term job orders.

The contractor shall submit a plan detailing the relationship with any applicable affiliates that may do work under this contract. This submittal should include, but is not limited to, work history, credentials, PO processes, and process to maintain upstanding workmanship and service.

National Roofing Partners plan explains our subcontracting procedures providing assurances that the prime and subcontractors meet the same high standards as National Roofing Partners. We are currently implementing a contractor partner outreach to identified additional local, experienced and qualified subcontractors nationwide. Our outreach efforts to identify potential subcontractors as provided in Appendix 4 – Subcontracting Plan and/or Explanation of Applicable Affiliate Relationships.

Tab 4 – Product / Services (Appendix B)

PRODUCT PERFORMANCE MINIMUM REQUIREMENTS

All roof systems must meet the regulatory requirements of the International Building Code, all applicable state and local codes for public buildings, including, but not limited to, UL 790, Class A, and FM Class 1-90 Fastening Standards. The prime contractor awarded a contract will comply with the latest, most stringent industry-standard construction details published by the National Roofing Contractors Association's the NRCA Roofing and Waterproofing Manual, 4th edition. (NRCA, 10255 W. Higgins road, Suite 600, Rosemont, IL 60018 || 847-299-9070 || Fax 847-299-1183). Any deviations, such as the use of proprietary designs of the prime contractor or special construction for regional climatic conditions, must be identified and explicitly agreed to by the participating agency.

ASSOCIATED PROJECT SUPPORT REQUIREMENTS

The contractor shall remove movable furniture in the work area and place it back in the required location upon completion. The purchase, delivery and storage of project construction materials should not interfere with the client's operations. Damages that occur to the client's facilities or equipment must be repaired or purchased to like or better condition by the vendor at no charge. All permits will be acquired by the vendor and invoiced at cost as part of the purchase order, unless they are provided by the participating agency.

Region 4 ESC or its representative reserves the right to inspect any project and review the contractor's project files, documentation, and correspondence.

Utilities at the job sites will be furnished free of charge to the vendor by the participating agency. Water will be furnished free, with all of the taps, connections and associated equipment supplied free of charge to the vendor or supplied by the vendor and charged to the client. Upon project completion, the connections will be removed at the direction of the client.

It is the contractor's responsibility to analyze their electrical needs and the ability of the client's facility to accommodate his request. The electricity at the job site will be free to the vendor. It will be the responsibility of the contractor to coordinate his requests and needs with the client. If additional capacity is required, the contractor is responsible for arranging for the equipment, the installation and removal at his own expense. If possible, toilet facilities will be made available by the client or the vendor will make arrangements for portable toilets.

The participating agency reserves the right to require the contractor's employees, representatives and consultants to wear identification and stay in designated work areas at all times while on the participating agency's property. The participating agency shall have the right to affect the immediate removal of any person associated with the contractor from the member's property for failure to wear identification, for being outside a designated work area, or for engaging in any behavior that the

member deems inappropriate directed toward or in the vicinity of students, employees, officials, or guests of the participating agency.

Contractor shall perform the appropriate background checks of any personnel that will be performing the services within the proximity of minors. Vendor shall notify the participating agency of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal offense, and the participating agency reserves the right to reject the proposed employee

Tab 4 – Product / Services (Appendix B)

with a criminal background. No person employed by the vendor who has been found guilty of any criminal offenses shall be allowed into the work site without prior approval of the participating agency.

DESCRIPTION OF PRODUCTS AND SERVICES OFFERED

(Note: Pricing is to be provided separately in the Pricing tab)

A listing of products and services that should be offered under this contract is provided in the Pricing tab, but the offering need not be limited by this listing. Contractor may provide additional products and services either in this section or the value-add section. Pricing on these non-line items products and services can be addressed through a margin, a unit price book, or any other auditable pricing mechanism. Any product or service offered must have pricing that can be audited as outlined in the Pricing section in this solicitation (Appendix C). Contractors may propose a Unit Price Book to be used as an alternate pricing mechanism for special situations and for JOC delivery. Provide the coefficient(s) for all applicable regions for the unit price book proposed on the final page provided in the Pricing tab.

APPENDIX G: VALUE ADD

National Roofing Partners' Value-Add Services

National Roofing Partners' Value-Add Services include:

- Asset Management / Warranty Maximization Program
- Drone Services
- Consulting Services
- Photovoltaic Roofing Solutions
- Small Business / Disadvantaged Business / Minority Enterprise Relationships
- Snow Load Management & Removal
- Building Envelope Services
- Paving Services

Tab 7 – Value Add (Appendix G)

- Value-Add Marketing for TCPN Members
- Sales Force Training
- Founding Member of Impacting Organizations

Asset Management / Warranty Maximization

NRP offers programs that extend the life of your roofing and building envelope assets. By doing an initial evaluation of your roof or your portfolio, we will determine the condition of the assets and categorize into Red, Amber and Green. By thoughtful programming and preventative maintenance, you can extend the lives of your assets by implementing programs that extend the lives of the inventory and thereby driving down total cost of ownership. Besides inspection, these programs include access to your inventory via a web-based information management program. They also include plans as to how to put the roof back into a warrantable, watertight condition whereas a roof warranty can then be purchased along with preventative maintenance.

NRP Asset Management Inspection with condition assessment:

Roof Sections < 50,000 sq. ft.	Each
Roof Sections > 50,000 sq. ft.	Sq. Ft.

*Other services like infrared and core testing may be required

NRP PM Program - Annual Preventative Maintenance, Housekeeping

Roof Sections < 50,000 sq. ft.	Each
Roof Sections > 50,000 sq. ft.	Sq. Ft.

NRP Warranty Extension / Renewal Program (NRP PM Program + Leak Responsibility assumed by NRP)

Roof Section < 50,000 sq. ft.	Each
Roof Section > 50,000 sq. ft.	Sq. Ft.

*NRP Warranty Extension / Renewal Program requires separate pricing of repairs, restoration and replacement to bring roof up to NRP startup standard as determined under **Inspection**.

As part of this program, NRP offers a unique program to the industry called our **Warranty Maximization Program**. NRP and its Partners are approved to perform warranty repairs by all major roofing manufacturers. This means that NRP can perform warranty repairs while on site. This reduces the need for return trips and reduces the time required in solving defects. This translates to reduced impact on the TCPN Member’s property and occupants, achieving resolution quicker and more economically.

Invoicing to the TCPN Member is seamless and they will not incur warranty related expenses that are discovered during service call. These will be directly billed to the appropriate manufacturer. This represents significant cost savings the TCPN Member.

Drone Services

NRP has developed drone services that assist in the following:

- Job Site Inspection
- Infrared Analysis
- Asset Management

These services are very economical and are a new innovative tool that we are now consistently using. This service is at a lower cost than traditional scans of roof to determine wet / problem areas of insulation.

Since our price in the line items are not to exceed pricing, this will enable us to often come in under the price quoted and bring value to the TCPN Member.



Photovoltaic Roofing Solutions

NRP offers a single point of contact for all photovoltaic needs. NRP and / or our partners are licensed, insured and bonded and can provide competitive pricing in all 50 states.

Our services include:

- Full photovoltaic solutions via partners
- Take the “guess work” out of selecting the correct roofing attachment
- Commercial roofing experts, authorized installer of all roofing systems
- Will not void your existing manufacturer’s warranty
- Dedicated rooftop safety program
- Solar cleaning capabilities
- Pricing available upon request tailored to the needs of the TCPN Member

Small Business / Disadvantaged Business / Minority Enterprise Relationships

NRP has two joint ventures with small businesses where we can assist the TCPN Member in their efforts to meet small business spend requirements. Please contact NRP for any specific questions.

Snow Load Management & Removal

In the event of any winter storms, NRP can monitor snowfall measurements on the roof and assessment to determine whether or not it exceeds your roof’s load capacity. When it does,

Tab 7 – Value Add (Appendix G)

NRP can assist in the removal of the snow. Drifting and wind can also have an impact as well

Building Envelope Services

We also provide extensive building envelope services across the country. Please see consultant, Bluefin, LLC information included in this Value-Add Section of our response as they assist with our platform. Walls and floors represent part of the envelope and we stand prepared to evaluate any needs that TCPN Members may have to deliver these services. JOC coefficient will be used to price out any of these requests since the line items are limited in the line item request contained in the RFP.

Paving Services

We also provide extensive paving services across the country. Please see consultant, Bluefin, LLC information included in this Value-Add Section of our response as they assist with our platform. Paving also represents part of the facility managed by most facility directors and we stand prepared to evaluate any needs that TCPN Members may have to deliver these services.

JOC coefficient will be used to price out any of these requests since the line items are limited in the line item request contained in the RFP.

Sales Force Training

NRP plans to implement extensive national training to our entire Partner Sales Force. Cooperative Specialists David and Tara Adams will lead this initiative via the following:

- In-House HQ Training
- National Webinars
- Regional Trainings

Tab 7 – Value Add (Appendix G)

- Semi-Annual NRP Meetings
- Partner Office Meetings

David and Tara have led these same types of Trainings in the past for other TCPN Contract holders. In fact, they have conducted over 15 regional roofing trainings and 10 regional HVAC trainings for companies that were implementing the TCPN Contract (estimated total number of attendees was in excess of 500). Their expertise in training sales personnel on how to sell labor solutions in the cooperative marketplace will assist in accelerating opportunities with NRP Partners if awarded a contract.

Organization Membership & Founding Member of Impacting Organizations

National Roofing Partners are a part of many local and national associations. These include:

- National Roofing Contractors Association (NRCA)
- Midwestern Roofing Contractors Association (MRCA)
- Northeastern Roofing Contractors Association (NERCA)
- Roofing Contractors Association of Texas (RCAT)
- Western States Roofing Contractors Association (WSRCA)
- The Roofing Industry Alliance for Progress
- Professional Retail Store Maintenance Association (PRSM)
- International Facility Management Association (IFMA)

We are especially proud of being founding members of:

- National Women in Roofing (NWIR)
- Roofing Technology Think Tank (RT3) – (Steve Little, NRP CEO is Board Member)



These organizations are making a difference in our industry in developing a platform for women to grow in our industry as well as a platform to promote technology in the roofing industry.

Consulting Services via Bluefin, LLC

National Roofing Partners has a partnership with BlueFin LLC. For any consulting needs, please see the information on the following page.



Roofs | Walls | Pavement

Firm Overview

BLUEFIN, LLC is a national roof, pavement, and building envelope consultant serving clients with large facility footprints. We focus on these areas because they're typically the largest investments for our clients. They also hold the greatest opportunities to improve facility performance.

We help clients manage these assets in the most effective way to prevent emergencies, maximize service life, reduce capital and operating costs, and save energy.



Roofs. Our most successful clients adopt a balanced approach to roof management that includes regular roof inspection, maintenance, and repair – using restoration instead of replacement whenever possible. This approach reduces leaks by 50-75% and significantly extends roof service life. We consistently see clients decrease their roof budget by 30% or more while improving performance across their building portfolio.



Building Envelope. Failures of exterior walls can cause safety and health problems, as well as severe structural damage. Proper inspection is the first step toward the prevention and stabilization of these problems. Combining exterior wall management with roof management is an efficient approach to preserving your entire building envelope.



Pavement. As with all the high value assets we protect, our pavement consulting focuses on inspection, preventative maintenance and repair solutions to keep these areas operating effectively. Proactive pavement care will extend the life of your paved areas, prevent accidents, and greatly reduce your total cost of ownership.

APPENDIX H: ADDITIONAL REQUIRED DOCUMENTS

DOC #1	Clean Air and Water Act
DOC #2	Debarment Notice
DOC #3	Lobbying Certification
DOC #4	Contractor Certification Requirements
DOC #5	Antitrust Certification Statements
DOC #6	Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
DOC #7	Texas Government Code 2270 Verification Form
DOC #8	EDGAR Certifications

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

DOC #9	Ownership Disclosure Form
DOC #10	Non-Collusion Affidavit
DOC #11	Affirmative Action Affidavit
DOC #12	Political Contribution Disclosure Form
DOC #13	Stockholder Disclosure Certification
DOC #14	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #15	New Jersey Business Registration Certificate

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1 CLEAN AIR AND WATER ACT

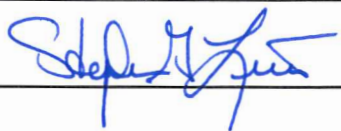
I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: RL National Roofing Partners, LLC

Title of Authorized Representative: CEO

Mailing Address: 621 E St Hwy 121, Suite 400, Coppell, TX 75019

Signature: _____



DOC #2 DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: RL National Roofing Partners, LLC

Title of Authorized Representative: CEO

Mailing Address: 621 E St Hwy 121, Suite 400, Coppell, TX 75019

Signature: _____



DOC #3 LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Offeror

7-25-18

Date

DOC #4 LOBBYING CERTIFICATION

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint and Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



Signature of Offeror

Date

7-25-18

DOC #5 ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

RL National Roofing Partners, LLC, DBA National Roofing Partners 'NRP'

Vendor

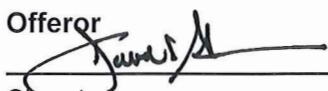
621 E St Hwy 121, Suite 400,

Address

<u>Coppell,</u>	<u>TX</u>	<u>75019</u>
City	State	Zip

<u>866-537-6034</u>	<u>214-580-5575</u>
Phone	Fax

Offeror



Signature

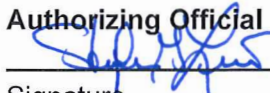
David Adams

Printed Name

Vice President of Revenue

Position with Company

Authorizing Official



Signature

Steve Little

Printed Name

CEO

Position with Company

DOC #6 IMPLEMENTATION OF HOUSE BILL 1295

Certification of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Last Revision: February 16, 2016

DOC #7 TEXAS GOVERNMENT CODE 2270 VERIFICATION FORM

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

Stephen Little @

I, Kyrak Coker, as an authorized representative of RL National Roofing Partners, LLC, a contractor engaged by Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

Date



7-25-18

Form Revised 10/27/2017

DOC #8 EDGAR CERTIFICATIONS ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

REGION 4 EDUCATION SERVICE CENTER is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to REGION 4 EDUCATION SERVICE CENTER along with your proposal.

The following certifications and provisions are required and apply when REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Agency and the Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____  _____ Initials of Authorized Representative of Vendor

((B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. REGION 4 EDUCATION SERVICE CENTER also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 EDUCATION SERVICE CENTER believes, in its sole discretion that it is in the best interest of REGION 4 EDUCATION SERVICE CENTER to do so. Vendor will be compensated for work performed and accepted and goods accepted by REGION 4 EDUCATION SERVICE CENTER as of the termination date if the contract is terminated for convenience of REGION 4 EDUCATION SERVICE CENTER. Any award under this procurement process is not exclusive and REGION 4 EDUCATION SERVICE CENTER reserves the right to purchase goods and services from other vendors when it is in REGION 4 EDUCATION SERVICE CENTER's best interest.

Does Vendor agree? YES _____  _____ Initials of Authorized Representative of Vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____  _____ Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions. Does Vendor agree? YES ca Initials of Authorized Representative of Vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process.

Does Vendor agree? YES ca Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES ca Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES ca Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that: (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by REGION 4 EDUCATION SERVICE CENTER for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

REGION 4 EDUCATION SERVICE CENTER and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES *ea* Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES *ea* Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES *ea* Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES *ea* Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: RL National Roofing Partners, LLC

Address, City, State, and Zip Code: 621 E St Hwy 121, Suite 400, Coppell, TX 75019

Phone Number: 866-5376034

Fax Number: 214-681-5575

Printed Name and Title of Authorized Representative: Steve Little

Email Address: steve.little@kpostcompany.com

Signature of Authorized Representative: *Steve Little*

Date: 7-25-18

**DOC #9 OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2):**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: *RL National Roofing Partners, LLC*

Street: *621 E St Hwy 121, Suite 400*

City, State, Zip Code: *Coppell, TX 75019*

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Steve Little, an authorized representative of RL National Roofing Partners, LLC, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
<u>Steve Little</u>	<u>2308 Chapelwood, Lewisville, TX 75077</u>	<u>11.9% 20% @</u>
<u>Rodney Burns</u>	<u>5480 Longvue, Firsco, TX 75034</u>	<u>29.9%</u>

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

7-25-18
Date Authorized

CEO 
Signature and Title

DOC #10 NON-COLLUSION AFFIDAVIT

Company Name: *RL National Roofing Partners, LLC*

Street: *621 E St Hwy 121, Suite 400*

City, State, Zip Code: *Coppell, TX 75019*

State of New Jersey

County of

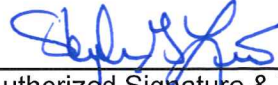
I, Steve Little of Coppell in the County of Dallas, State of Texas of full age, being duly sworn according to law on my oath depose and say that:

I am the CEO of the firm of RL National Roofing Partners, LLC the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that _____ relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

RL National Roofing Partners, LLC

Company Name


Authorized Signature & Title

Subscribed and sworn before me

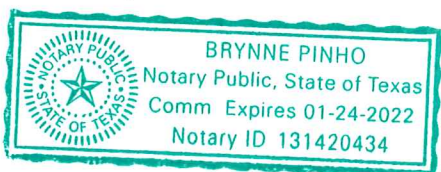
this 25th day of JULY, 20 18

Notary Public of STATE OF TEXAS

My commission expires 1-24, 20 22

SEAL

Brynne Pinho



DOC #11 AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: *RL National Roofing Partners, LLC*

Street: *621 E St Hwy 121, Suite 400*

City, State, Zip Code: *Coppell, TX 75019*

Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A) Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form

AA201-A upon receipt from the _____

B. Approved Federal or New Jersey Plan – certificate enclosed N/A

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

7-25-18

Date

 CEO

Authorized Signature and Title

P.L. 1995, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

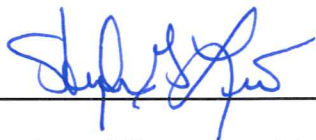
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

A handwritten signature in blue ink, appearing to be "John J. ...", is written over a horizontal line.

Signature of Procurement Agent

DOC #12 C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM PUBLIC AGENCY INSTRUCTIONS

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this

obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A- 20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

*N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**Part I – Vendor Information****Vendor Name:** *RL National Roofing Partners, LLC***Address:** *621 E St Hwy 121, Suite 400***City:** *Coppell* **State:** *Texas* **Zip:** *75019*

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	<i>Steve Little</i>	<i>CEO</i>
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name Recipient Name Date Dollar Amount
\$

Contributor Name	Recipient Name	Date	Dollar Amount

☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26

Page ____ of ____

Vendor Name: _____

[illegible]☐ Check here if the information is continued on subsequent page(s)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26

Page ____ of ____

Vendor Name: _____

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders County Clerk Sheriff

{County Executive} Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**LIST OF AGENCIES WITH ELECTED OFFICIALS REQUIRED FOR
POLITICAL CONTRIBUTION DISCLOSURE
N.J.S.A. 19:44A-20.26**

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR
DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS
WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #13 STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership
 ☐ Corporation
 ☐ Sole Proprietorship
☐ Limited Partnership
 ☒ Limited Liability Corporation
 ☐ Limited Liability Partnership
☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Rodney Burns

Name:

5480 Longvue, Frisco, TX 75034

Home Address:

Name:

Home Address:

Name:

Home Address:

Steve Little

Name:

2308 Chapelwood, Lewisville, TX 75077

Home Address:

Name:

Home Address:

Name:

Home Address:

Subscribed and sworn before me this 25th day of JULY, 2018

Brynne Pinho
(Notary Public)

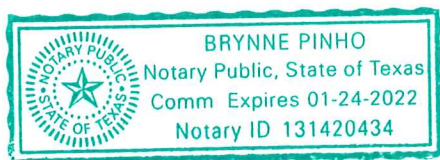
1.24.2022

My Commission expires:

Stephen G. Little
(Affiant)

Stephen G. Little
(Print name & title of affiant)

(Corporate Seal)



DOC #14 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

**DOC #15 NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☒ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)

7-25-18
 Date

 CEO
 Authorized Signature & Title

APPENDIX 1

MARKETING PLAN

It is National Roofing Partners' goal to integrate our marketing efforts with TCPN and create synergies that will grow business through the Roofing Products, Services, and Job-Order Contracting contract. Our objectives with this program are:

- Build greater awareness of the advantages of contracting with National Roofing Partners under this contract
- Increase the usage of the contract amongst all current and prospective members
- Leverage our relationships that have been traditionally bid and awarded in the past and move over to using the TCPN / ESC4 contract.

We will accomplish our objectives as summarized below:

- Employ an integrated MarCom Program
- Deploy dedicated team of Sales Representatives of National Roofing Partners and our Partners
- Educate Sales Representatives of Roofing Partners and our Roofing Partners
- Deploy initiatives to connect with Superintendents, Business Managers and Facilities Managers
- Leverage cooperative and JOC expertise of National Roofing Partners Cooperative Specialists

The MarCom plan will be broken down into 5 different categories:

- Build Awareness (items marked with an "*" will be first 90 days and will continue throughout first year)
 - Public Relations / Press Releases*
 - Training of internal National Roofing Partners personnel and National Roofing Partners - - Partners / Internal Communications*
 - Website*
 - CRM utilization for electronic marketing
 - Development of presentation materials*
 - Advertising
 - Social Media*
 - Blog / Video Blog*
 - Targeted marketing with Manufacturer Partners
 - Associations
- Lead Generation
 - Direct Marketing / telemarketing
 - Manufacturer Partner Opportunities
 - National Roofing Partners Partner Opportunities
 - Webinars
 - Trade Shows
 - Cooperative Summits
- Create Preference
 - Seminars / Training of Member Agencies
 - Sales Tools & co-branded literature*

Appendix 1 - Marketing Plan

- Power of National Roofing Partners Partners and Leveraging Relationships
- Value-Add Opportunities – Asset Management & Roof Warranty Maximization Programs
- Close Sale
 - Compliant proposal process
 - Roof installation / Service
 - Close out Books
- Manage Relationship
 - Job Site Inspection
 - Customer Surveys

Build Awareness

The National Roofing Partners TCPN Marketing Campaign will be initially focused on building the National Roofing Partners Brand within the TCPN Membership and Program Managers. This will be launched within 30 days after award of contract. Building awareness will be our primary focus and we will do so via the following methods: Public relations, press releases, internal communications / training, electronic marketing, website, social media, advertising, direct marketing and co-branded collateral.

Public Relations

National Roofing Partners Hires Rodney Shrader as President



NRP positions for market expansion with new president

National Roofing Partners (NRP), the leading network of commercial roofing contractors in North America, is proud to announce the appointment of Rodney Shrader as president of NRP. With a twenty-year record of success in the facilities storage and rental space, Shrader brings a new level of leadership to the leading national network of tier-one roofing contractors.



Rodney Shrader

Shrader's strong background in sales and marketing positions him perfectly to lead NRP in not only offering top quality roofing services but also in the use of technology as the company expands its markets. Having worked for Acton Mobile since 2004, Shrader was most recently executive vice president of sales and marketing where he was not only instrumental in growing the company but was also focused on mergers and acquisitions. He has a demonstrated successful history of working in the construction industry focused on modular space rentals, services and sales.

"Rodney's a natural leader from his U.S. Marine service to multiple private equity transactions over the past twenty years," stated Steve Little, CEO of NRP. "We are truly fortunate to have Rodney join the NRP family as we expand our national footprint and enter into the telecommunications service sector."

Shrader graduated first-in-class from the Marine Corps Institute with a degree and dual certification in military police and K9. He also holds an MBA focused in business administration and management from Texas Christian University in the M.J. Neeley School of Business.

Press Release for New NRP President, Rodney Shrader

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Initially, an extensive program will be launched to target state and local media with press releases of our new contract. These will also be tailored for each of our Partners in the program so that they can extend their reach into their local communities that they serve where they are known as a "best in class" local roofing company that will now be assessable via the TCPN Contract.

Internal Communications / Training

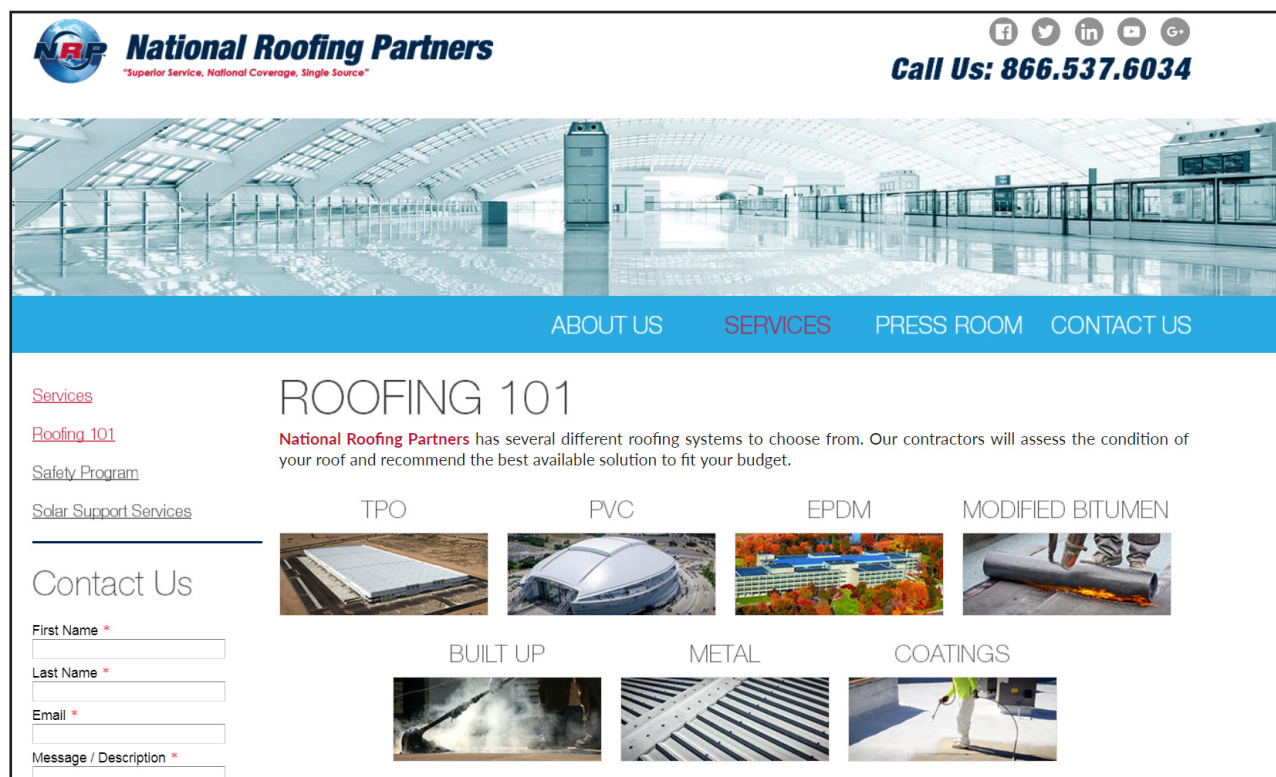
The training of the National Roofing Partners Team is essential to the success of this Contract. Successes will be achieved from the educating and motivating of all sales and marketing personnel to promote the contract. This program will include:

- Seminars and webinars
- Creation of Presentation Materials
- Creation of an National Roofing Partners TCPN Training Manual that will be used as a sales training tool

All training will be led by Tara Adams with the assistance of David Adams. As discussed in their resumes within this response, they have led training for over 500 attendees of TCPN suppliers over the last couple of years. They have helped create successes for other TCPN Teams and are now looking forward to putting their knowledge and abilities to work to grow the National Roofing Partners Cooperative business. They understand cooperatives extremely well and have extensive experience and knowledge in the labor and roofing solutions marketplace.

Website

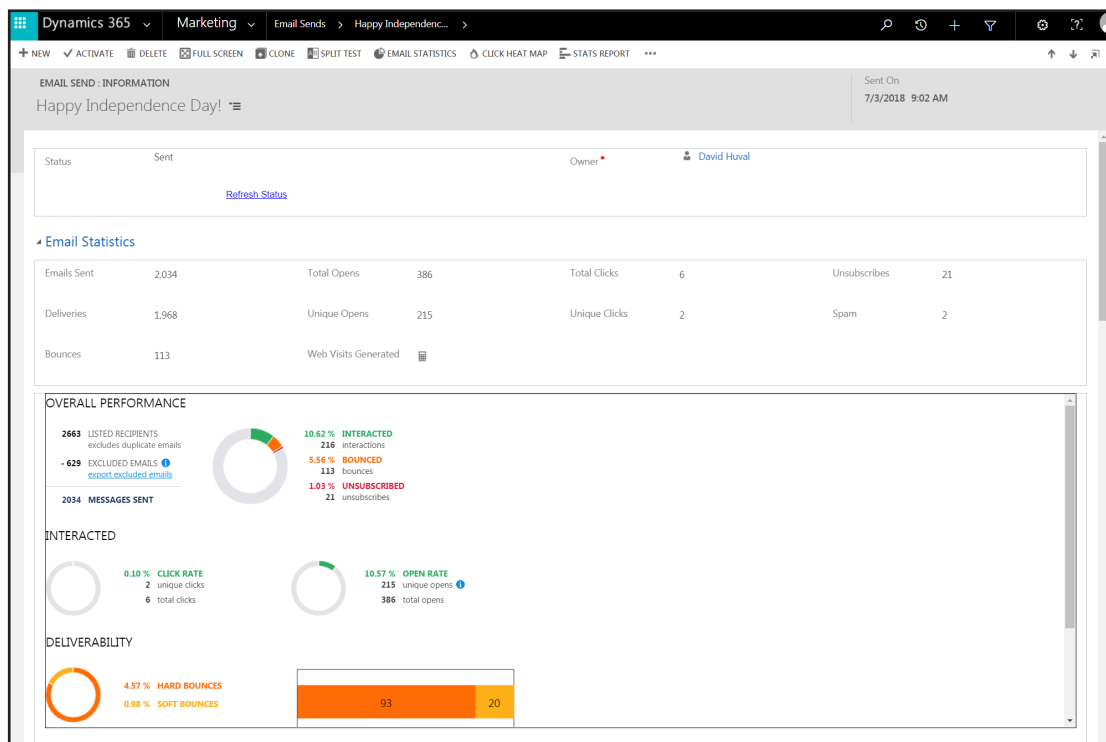
National Roofing Partners will develop a dedicated TCPN and Region 4 Section on our website. This will include a landing page to the contract documents on the TCPN website as well as marketing materials.



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CRM Utilization for Electronic Marketing

National Roofing Partners utilizes Microsoft Dynamics CRM and Click Dimensions that can produce and track electronic marketing campaigns. Personalized messages will be created to promote the newly awarded contract.



Development of Presentation Materials

National Roofing Partners will produce presentation materials so National Roofing Partners Sales Team and Partner Sales Teams can electronically present via laptop the advantages and benefits of using the ESC4 Contract. Two presentations will be created, one for internal training and one for presentation to prospects and customers. Key points are:

- Save time and money with pre-competed and competitively awarded contract
- Work with best in class local contractors
- No Change Orders
- Reduce procurement time from months down to weeks or even days
- Compliant process with ESC4 Contract assures peace of mind

Advertising

The ESC4 Contract will be promoted within targeted states through advertisements in state, local and association publications. Some of the potential groups that we will advertise with are:

- ASBO
- AASA
- Municipal League
- NIGP
- Facilities Masters
- Any sponsored Region 4 Event/Publication



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Sample Advertisement: PRSM Online Buyers Guide <https://prsm.officialbuyersguide.net/>

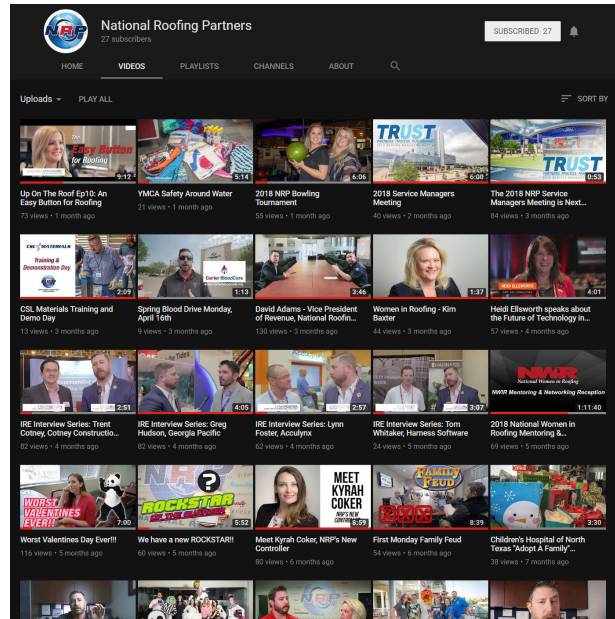
Social Media

National Roofing Partners uses many forms of social media and will incorporate LinkedIn, Twitter, Facebook and Instagram to promote award of contract.

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Blog / Video Blog

We have a very strong presence via our video blog that is hosted by David Huval, National Roofing Partners Marketing Coordinator. David updates the video blog frequently and will host session promoting the ESC4 Contract.



The NRP YouTube Channel <https://www.youtube.com/channel/UCOpdvdZx4C5RFUlvHXo9cBw/featured>

Targeted marketing with Manufacturer Partners

We have strong relationships with many Manufacturer Partners (see awards and certificates) and within our Partner group, we can work on any major manufacturer's system. We will be doing some joint marketing with manufacturer partners helping to create even more leverage in the marketplace.

Associations

We will actively participate in many national and local associations as we build relationships across the country. We are very active in industry associations (see Value Add Section) but related to marketing the Cooperative contract, we will consider membership in:

- ASBO – Association of School Board Officials
- AASA – American Association of School Administrators
- NIGP – National Institute of Governmental Purchasing
- NAEP – National Association of Educational Procurement
- APPA – Association of Physical Plant Administrators
- NACO – National Association of Counties

Lead Generation

Direct Marketing / Telemarketing

National Roofing Partners has a dedicated Appointment Setter, Madi Cazzola, currently on staff. We plan on hiring an outside firm to dedicate significant time towards setting up appointments with public procurement and facilities professionals when awarded this contract.

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Manufacturer Partner Opportunities

After introduction and building awareness with our Manufacturer Partners, we will jointly pursue opportunities to promote the ESC4 contract nationwide, starting in targeted areas of the country where labor solution contracts are more accepted and then moving into other states.

National Roofing Partners Partner Opportunities

Like Manufacturer Partners, after introduction and building awareness with our National Roofing Partners Partners, we will jointly pursue opportunities to promote the ESC4 contract nationwide, starting in targeted areas of the country where labor solution contracts are more accepted and then moving into other states.

Webinars

With the hosting of webinars that our nationwide Partners promote, we anticipate generating significant opportunities to set introductory meetings to discuss with TCPN Members or perspective TCPN Members the benefits and advantages of accessing this Contract.

Trade Shows

We will consider trade shows that, after performing research, will provide the most value to us and our Partners and the best return on investment. The Cooperative Logo will be on display at the booth. We will also make every effort to secure speaking opportunities at workshops and breakout sessions. The trade shows that we will consider are in alignment with the Associations listed in the previous section. We will have very strong interest in attending anything hosted by Region 4 ESC or where they are looking for sponsorship.

Cooperative Summits

Summits are a great source of leads and we welcome the opportunity to participate in as many as possible. We would attend these local summits with our local Partner. This local, "best in class" provider(s) is a very powerful part of our offering and we want them to be active in any of these types of events.

Create Preference

Seminars / Training of Member Agencies

Conducting of Educational Seminars geared towards increasing roofing knowledge will be promoted both in person and long-distance via webinar. Topics will include but are not limited to: Introduction to Roofing, the Importance of Quality Detailing, Warranties: Fact or Fiction and Roof Asset Management

Sales Tools & Co-Branded Literature

Literature and sales tools will be created to promote the brand and the Contract offering. The importance of literature at a local level is that our literature will be tri-branded with National Roofing Partners logo, Cooperative logo and our Partner logo. The importance of our Partners having their own literature and tools can not be understated as it will help in training them and making the Contract, their contract.

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Power of National Roofing Partners Partners and Leveraging Relationships

This will be an on-going process as we stated it in Lead Generation, but it will also continue to take place to start creating the preference of Agencies working directly with their preferred contractor using the ESC 4 Contract.

Value-Add Opportunities – Asset Management & Warranty Maximization Programs

We will use two of our offerings that resonate with all public agencies and promote those. Asset Management and Warranty Maximization are critical programs for underfunded schools, allowing them to drive down the cost of roofing with the implementation of these programs. Campaigns will be created to market these programs nationwide.



National Roofing Partners
"Superior Service, National Coverage, Single Source"

Warranty Maximization Program

National Roofing Partners is the most trusted name in the industry, and has the largest combined, National Footprint in North America. No matter where or when your roofing service needs occur, **We've Got You Covered**. NRP is owned and operated by Tier 1 Roofing Contractors with over 120+ service locations and 8,000 employees nationwide.



- Certified by all major manufacturers to perform warranty work.
- Research with manufacturer and customer to determine warranty status of roofs.
- Can assess roofs to extend term of existing warranties.
- Can assess roofs and how to bring back expired warranted roofs to warrantable condition
- Can provide proactive repairs of warranty related items (paid by manufacturers) while performing regular preventative maintenance that all warranties require
- The program costs a fraction of the cost of reroofing
- The program minimizes the risks of reroofing (opening up your building to the elements, construction risks to occupants, major potential of leaks during a reroof, etc)
- Extend the life of your roofs and their corresponding warranties, driving lower total cost of ownership.



Sarnafil®



621 E. St Hwy 121, Suite 400 • Coppell, TX 75019
nationalroofingpartners.com

Warranty Maximization Program Flyer

Close Sale

Compliant Proposal Process

Compliant proposals are critical to what we do and a repeatable compliant process of how our Partners engage us for line-item proposal creation will be communicated between us and our Partners. In addition, this will be communicated with Member Agencies as well. Done correctly, the Member Agency will have tremendous confidence in that they are receiving a compliant proposal, which will give them peace of mind to continue to work with us now and well into the future.

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The following is the National Roofing Partners Quotation / Proposal Process

1. RFP for Roofing Project with TCPN Member is received
2. Estimating Department reviews request with Sales Representative and Customer and determine initial needs.
3. Customer will either request one proposal or multiple proposals from multiple National Roofing Partners Partners
4. Project is created in National Roofing Partners internal Asset Management System for tracking purposes and status updates throughout entire process
5. Email sent to Partner with the following:
 - Project Number
 - Site location / address / onsite contacts
 - Specification / Scope of work / detail drawings
 - National Roofing Partners cost sheet will be issued to Partner
6. Cost sheet received from Partner(s)
7. Review documents and cost sheets received from Partner and discuss as necessary
8. Final National Roofing Partners Proposal formulated per TCPN Contract Terms
9. Submit final line-item proposal with the scope of work / specification to TCPN Member for review and acceptance
10. TCPN Member accepts proposal
11. Job Start scheduled

Close Out File

At conclusion of project, warranty inspection is performed. At this time, upon request, we will provide a copy of all Job Reports, photos, video, etc. in the Asset Management Program Customer link for access by anyone that has credentials to the Asset Management Program.

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Manage Relationship

Pre-Job Conference

When a project starts up properly, we firmly believe that there is a far greater chance for successful execution. Therefore, every one of our jobs includes a Pre-Job Conference with our Project Management Team. A sample of pre-job meeting report is below:


National Roofing Partners
 "Superior Service, National Coverage, Single Source"

Pre-Construction Meeting Checklist	
Project:	XXXXXXX Roofing – XXXXXXX Pneumatics
NRP Job #:	XXX
Project Manager:	Tom XXXXXX
Owner Rep:	Wendy XXXXX
Meeting Date:	7-3-18

1. Pre-Construction Meeting Sign-In and introductions
2. Review Specification, Scope of Work, Detailed Drawings and/or Addenda (if applicable)
3. Review project schedule: **25 - 30 working days** Proposed start date: **7/9**
4. Project strategy / plan of attack (flow of work): **Drawing attached; work W to E**
5. Roof access: **Ladder** Roof storage: **Y**
6. Material delivery date: **7/9**
7. Crew size: **10 - 12**
8. Set-up area: **E side of building**
9. Ground storage location: **E side of building**
10. Permits required: **Yes**
 - a. Governing entity & Type: **City of McKinney**
11. Project safety plan - Site Specific Safety Plan submitted: **Pending**
 - a. Who is Competent Subcontractor Safety Coordinator: **Erik XXXXXX XXX-329-2851**
12. Internal operations coordination:
 - a. Primary contact name/number: **Wendy XXXXX XXX-396-8459**
 - b. Secondary contact name/number:
13. Weekly progress meeting: **Not required**
 - a. Day: _____ Time: _____ Location: _____
14. Review Owner's normal working hours: **8:30am – 5:30pm**
15. Other contractors on site? **None**
16. Review special housekeeping requirements: **Maintain clean jobsite**
 - a. Intake vents and odor issues? **Will monitor use of bonding adhesive**
17. Review interior protection requirements: **Check interior and post monitor when performing skylight work**
18. Outline On-site security/badging requirements (if applicable) **N/A**
19. Owner training – Safety program/Meetings: (from Owner if applicable)
20. Lunch break on ground unless otherwise noted by owner (designated area):
21. No smoking allowed! No E-cigarettes allowed! No tobacco allowed! No marijuana allowed! No alcohol allowed!
 - a. Is there a designated smoking area? **Minimum 20 ft away from doors**
22. Asbestos discussion (if applicable to project) **N/A**
 - a. Licensed Federal/State Hauler is required
 - b. Sub-contractor to submit copy of manifest signed by the Owner and asbestos Hauler
 - c. Copy of License Operator to be submitted to NRP before project start
23. Change orders – only for previously unforeseen items; work shall not begin without prior approval by Owner/Owner Rep
24. Billing-Invoices
 - a. Special Owner invoicing instructions: **None**
 - b. Certified payroll: **No** If Yes, sent to:
25. Additional comments and concerns: **Large vent stacks (2) to be removed; no cages on skylights**
26. Metal color selection (if applicable): **Black**
27. Walk roof/site
28. List any proposed changes to the spec or additional work: **None**

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Job Site Inspection

We believe strongly in the importance of Job Site Inspection. When this option is purchased, National Roofing Partners will provide inspection of the job in progress and fill out daily reports with photos.



Customer Surveys

To achieve continuous improvement, Customer Surveys can be issued at the completion of a project. We believe without this type of feedback we can not achieve our mission of being the Roofing provider of choice for Member Agencies across the country

Appendix 2 - Safety Plan



**NATIONAL ROOFING
PARTNERS**

621 E State Hwy121 Suite 400
Coppell, Texas 75019

APPENDIX 2 – Safety Plan

Section 1: Safety Policy

A. Company Policy

National Roofing Partners is dedicated to providing a safe and healthy work environment for all of our employees and customers. The Company shall follow operating practices that will safeguard employees, the public and Company operations. **We believe all incidents are preventable.** Therefore, we will make every effort to prevent accidents and comply with all established safety and health laws and regulations.

B. Management Commitment to Safety

Management is concerned about employee safety. Accidents, unsafe working conditions, and unsafe acts jeopardize both employees and Company resources. Injuries and illnesses result in discomfort, inconvenience and possibly reduced income for the employee. Costs to the Company include direct expenses (workers' compensation premiums, damaged equipment or materials, and medical care) and indirect expenses (loss of production, reduced efficiency, employee morale problems, etc.). These indirect costs are reported to cost 4-10 times more than the insured costs of an accident. Accordingly, Management will provide sufficient staffing, funds, time, and equipment so that employees can work safely and efficiently.

C. Assignment of Responsibilities

Safety is everyone's responsibility. Everyone should have a safe attitude and practice safe behavior at all times. To best administer and monitor our safety policies, the following responsibilities are delegated. This list should not be construed as all-inclusive and is subject to change as needed.

1. Management (will)
 - a. Provide sufficient staffing, funds, time, and equipment so that employees can work safely and efficiently
 - b. Demand safe performance from each employee and express this demand periodically and whenever the opportunity presents itself.
 - c. Delegate the responsibility for a safe performance to the Senior Safety QA/QA Manager, Supervisors, and Employees, as appropriate.
 - d. Hold every employee accountable for safety and evaluate performance accordingly. e. Periodically review the Safety Program effectiveness and results.
2. Senior Safety QA/QC Manager – Christian Pieschel or his Designee (will)
 - a. Provide the resources, direction, and audits to integrate safety into the management system.
 - b. Establish and maintain a safety education and training program. c. Periodically conduct safety surveys, meetings, and inspections.

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- d. Advise supervisors, employees, and the safety committee on safety policies and procedures.
- e. Assure that all newly hired employees have been given a thorough orientation concerning the Company's Safety Program.
- f. Coordinate with Human Resources pre-employment physicals and maintain the company's drug-testing program.
- g. Prepare and maintain safety records, analysis, evaluations, and reports to improve the Company's safety performance and comply with all government agencies, insurance carriers, and internal procedures.
- h. Work with management, supervisors, safety committees and employees to maintain & implement new and ongoing safety programs and comply with recommendations provided by outside consultants, OSHA inspectors, and insurance companies.
- i. Make available all necessary personal protective equipment, job safety material, and first-aid equipment.
- j. Review all accidents with management, supervisors, the safety committee and/or employees and ensure that corrective action is taken immediately.
- k. File all workers' compensation claims immediately and work with the workers' compensation carrier to ensure proper medical treatment is provided to injured workers and they are returned to work as quickly as medically possible.

3. Supervisors

Each employee who is in charge of a specific work area, supervises the work of others, or to whom an employee is assigned for a specific task or project, is responsible and accountable for their safety. Supervisors will:

- a. Establish and maintain safe working conditions, practices, and processes through:
 - ☐ Job Safety Analysis (see Return to Work section for sample)
 - ☐ Job Inspections
 - ☐ Safety Meetings
 - ☐ Safety Training
- b. Observe work activities to detect and correct unsafe actions.
- c. Ensure that all injuries are reported promptly and cared for properly. Make available first aid treatment.
- d. Investigate all accidents promptly. Complete an accident report and provide it to the Senior Safety QA/QC Manager the same day the accident occurs. Review all accidents with the Senior Safety QA/QC Manager and employees and correct the causes immediately.
- e. Assist Human Resources in the review of employment applications, pre-employment physicals reports, and personnel files to determine physicals qualifications for specified job classifications.
- f. Seek out alternative work so that injured employees can return to work in a modified duty job.
- g. Consistently enforce safety rules/regulations, programs, and protective measures (i.e. use of personal protective equipment, machine guarding, proper clothing, etc.)
- h. Post signs, notices, and instructions as needed or required.

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- i. Brief your employees of any new hazards before they start work and weekly host brief safety meetings to discuss safety practices related to job hazards and general safe work behavior.
 - j. Work with management, the Senior Safety QA/QC Manager, safety committees and employees to maintain & implement new and ongoing safety programs and comply with recommendations provided by outside consultants, OSHA inspectors, and insurance companies.
4. Employees
Each employee is responsible for his/her own safety. No task should be completed unless it can be completed safely. Employees will:
 - a. Comply with all company safety programs, rules, regulations, procedures, and instructions that are applicable to his/her own actions and conduct.
 - b. Refrain from any unsafe act that might endanger him/herself or fellow workers. c. Use all safety devices and personal protective equipment provided for his/her protection.
 - d. Report all hazards, incidents, and near-miss occurrences to their immediate supervisor or Senior Safety QA/QC Manager, regardless of whether or not injury or property damaged was involved.
 - e. Promptly report all injuries and suspected work related illnesses, however slight, to his/her immediate supervisor or Senior Safety QA/QC Manager.
 - f. Participate in safety committee meetings, training sessions, and surveys as requested and provide input into how to improve safety.
 - g. Notify the Senior Safety QA/QC Manager immediately of any change in physical or mental condition or use of prescription drugs that would affect the employees job performance or the safety of him/herself or others.
 - h. Notify the Human Resources Manager within five days of any serious driving, drug/alcohol, or criminal convictions.
 - i. Be a safe worker on (and off) the job. Help coworkers do their job safely. Come to work every day with a safe attitude.

D. Accountability for Safety

Everyone is accountable for safety. Management, the Senior Safety QA/QC Manager, and/or the Safety Committee will establish safety objectives and develop and direct accident prevention activities. All employees should strive to reach those objectives and will be evaluated accordingly. All managers' and supervisors' annual appraisals will include safety (results to objectives in their area and companywide) as well as an audit of their performance of their safety responsibilities. All employees' salary reviews will be affected by the company's safety performance record. Appraisals, which include safety records, will also be performed on all employees seeking a promotion.

Section 2: Standards

A. Emergencies & Evacuation

1. Emergency Procedures
Our goal is to provide prompt and immediate action in any emergency to protect life, property, and equipment. In case of an emergency, the employee nearest the stricken person should call 911 (or the emergency phone number posted in your area) and direct a fellow employee to:

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- a. Notify the nearest supervisor to come to the scene
- b. Simultaneously dispatch available employees to quickly retrieve the first aid kit.
- c. An individual **trained in first-aid** should apply emergency rescue procedures until medical assistance arrives.

The Senior Safety QA/QC Manager should be notified. The President or Senior Safety QA/QC Manager (in that order) or their designees will decide whether or not to evacuate, inspect or shut down a facility.

2. Evacuation Procedures
 - a. Each area will be assigned by the Senior Safety QA/QC Manager a primary and alternate evacuation coordinator. They will be responsible for the effective evacuation of all persons. If neither is available, the supervisor is then responsible for evacuation.
 - b. When alerted by alarm or by the Evacuation Coordinator(s) to evacuate, employees should:
 1. **Proceed to the nearest exit and assemble in the designated area.** See the attached building layout with exit routes clearly marked. These are also posted throughout the building.
 2. Remain in the designated area until instructions are provided.

B. Safe Operating Procedures

All employees are responsible for safety. The following applies to all employees:

1. Rules
 - a. Comply with all established safety rules, regulations, procedures, and instructions which are applicable to your own actions and conduct.
 - b. Promptly report all accidents, hazards, incidents, and near-miss occurrences to your immediate supervisor, regardless of whether or not injury or property damage was involved.
 - c. Do not visit, talk to, or distract another employee who is operating a machine, or who is engaged in a work activity where the possibility of injury exists.
 - d. Do not participate in horseplay, scuffling, pushing, fighting, throwing things, or practical jokes.
 - e. Observe all no-smoking signs and regulations. f. Do not run on Company premises.
 - g. Use handrails on steps, elevated platforms, scaffolds, or other elevations.
 - h. Assist others and ask for assistance in lifting and carrying heavy or awkward objects. i. Firearms, ammunition, and explosives are prohibited on Company premises.
 - j. Personal stereos with headphones, i.e. Walkman, are not permitted to be worn in the workplace
 - k. Alcohol and drug use and possession on Company property is prohibited.
2. Housekeeping
 - a. Practice good housekeeping by keeping the work area, aisles, walkways, stairways, roads, or other points of egress clean and clear of all hazards.
 - b. Store and/or return parts, materials, tools, and equipment so as not to create a tripping hazard.
 - c. Clean-up scrap, nails, and other excess materials. Place trash and scrap in proper waste containers.

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- d. Keep work area floors clean, dry, and free of oils, grease and liquids. Remove all spills immediately.
 - e. Remove or bend down nails or sharp protrusions. Store parts, materials, or equipment with protruding sharp ends or edges where personnel cannot accidentally bump into them.
 - f. Materials and equipment are not to be stored in the aisles or near exits. Permission from the Senior Safety QA/QC Manager must be obtained for temporary or permanent storage of any materials or equipment in aisles or near exits.
3. **Tools, Machinery, & Equipment**
- a. Inspect tools daily to ensure that they are in proper working order. Damaged or defective tools must be taken out of service and replaced immediately.
 - b. Power saws, grinders, and other power tools must have proper guards in place at all times.
 - c. Cords and hoses must be kept out of the walkways and off stairs and ladders. They must be placed so as not to create a tripping hazard or damaged from equipment or materials.
 - d. Electrically powered tools and equipment should be double-insulated or grounded at all times when in use.
 - e. Hand tools should be used for their intended purposes only. The design capacity of hand tools should not be exceeded by the use of unauthorized attachments.
 - f. All fuel-powered tools must be shut down while being refueled or serviced. Smoking, welding, and other burning is prohibited during refueling.
 - g. No one shall ride in or on any equipment not specifically designed or adapted for the transportation of employees.
 - h. Do not operate or attempt to operate machines, tools, or equipment for which you are not authorized or trained.
 - i. Do not stand, walk, or work under suspended loads or loads being moved by overhead equipment.
4. **Machine Guarding**
- a. It is the responsibility of the Supervisor to see that guards are installed on machines where needed.
 - b. Employees should report any malfunctions of the guards to the Senior Safety QA/QC Manager.
 - c. The Senior Safety QA/QC Manager should determine if the machine should be locked and tagged- out until the guard can be fixed or replaced.
 - d. The guards increase safety on the machine. Machinery with the guards removed shall not be used by any employee without permission from the Senior Safety QA/QC Manager.
5. **Material Handling & Back Safety**
- a. Know the approximate weight of your load and make certain your equipment is rated to handle it. (All powered equipment and rigging is rated as to safe working load. This rating is posted on the equipment. Never exceed the manufacturer's recommended safe working load).
 - b. Lift heavy objects as instructed, with the leg muscles and not with the back. On average, do not manually lift over 50 pounds.

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- c. Call for assistance as needed for handling heavy or bulky objects or materials.
- d. Use an appropriate, approved lifting device (i.e. special trucks, racks, hoists, and other devices) for lifting very heavy, bulky, large or unyielding objects.
- e. All ropes, chains, cables, slings, etc., and other hoisting equipment must be inspected each time before use.
- f. A load should never be lifted and left unattended.
- g. Wear safety gloves when handling materials.
- h. Properly stack and secure all materials prior to lifting or moving to prevent sliding, falling, or collapse.
- i. Protruding nails or staples must be bent or pulled away whenever stripping forms or opening materials.
- j. Avoid moving or lifting loads by hand whenever possible.

Tips for manual lifting:

- a. Get a good footing.
- b. Place feet about shoulder width apart.
- c. Bend at the knees to grasp the weight.
- d. Keep back as straight as possible.
- e. Get a firm hold.
- f. Lift gradually by straightening the legs.
- g. Don't twist your back to turn. Move your feet.
- h. When the weight is too heavy or bulky for you to comfortably lift - GET HELP.
- i. When putting the load down, reverse the above steps.

Note: If lifting stacked materials, materials should be carefully piled and stable. Piles should not be stacked as to impair your vision or unbalance the load. Materials should not be stacked on any object (i.e. floor, scaffold) until the strength of the supporting members have been checked.

6. Forklift & Heavy Equipment Safety

The following are the minimum safety practices for the operation of fork lifts and heavy equipment (cranes, bulldozers, backhoes, etc.):

- a. Only trained and authorized operators are permitted to operate a fork lift or heavy equipment. All operators will be trained by their Supervisors or the Senior Safety QA/QC Manager. Every operator must participate in, at a minimum, annual forklift training.
- b. Prior to operating the forklift or equipment, the operator must test: the brakes, steering controls, warning light, clutch, horn, fluid levels, and other devices for safe and proper operation.
- c. Never check the engine while it is running.
- d. Document your inspection results and equipment defects using the attached Inspection Report Form. Report defects to your supervisor immediately. No defective equipment shall be used. Adjustments and repairs should be made by authorized personnel only.
- e. Wash the equipment whenever necessary. The equipment must be kept clean and free of oil and grease.
- f. Employees should operate the equipment/forklift with safe speed and within rated load capacity. Drive to the right. Do not exceed 10 miles per hour, or posted authorized speeds, on plant roads.
- g. Passengers are not permitted on forklifts or heavy equipment except for training purposes.

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- h. Mobile equipment should never be left unattended without first shutting off power, neutralizing controls, setting brakes, and lowering forks or bucket. Do not park on an incline.
- i. All mobile equipment must have a functional fire extinguisher on board.
- j. Sound horn at exits, corners, cross aisles, intersections, and when approaching pedestrians. Do not use horn needlessly or at undue length.
- k. Always look in the direction equipment is traveling, looking backward when backing up, even for a short distance. Keep a clear view of the path. When forward vision is obstructed, drive in reverse.
- l. When traveling, with or without a load, keep forks or bucket as low as possible.
- m. Avoid following pedestrians or other vehicles too closely, especially when operating on inclines or in noisy areas.
- n. Ascend/descend all ramps and inclines slowly. Wait for passengers to exit the ramp before attempting to ascend/descend. When descending, always use low gear and the slowest speed control. Do not descend ramps with the load at the front of the fork lift. Never ascend in reverse. When ascending, loaded forklifts should be driven with the load upgrade.
- o. A man cage must be used when elevating personnel with a forklift. Attach the cage prior to use. Do not travel with passengers in the man cage.
- p. Personal protective equipment should be used as instructed. Hard hats should be worn where danger of falling objects exists.
- q. If the forklift is equipped with a seatbelt, the belt must be worn at all times.

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Forklift Inspection Check List

Distribution: ☐ Copy to Senior Safety QA/QC Manager ☐ Copy to Safety Committee
☐ Copy _____
Date: _____ **Inspector:** _____ **Title:** _____

Grade: 1 = Satisfactory, 2 = Needs some attention, 3 = Needs immediate action

Item	Grade	Comments
Operator Training		
Personnel operating the forklift properly trained.		
Condition of Forklift		
Brakes		
Steering controls		
Warning lights		
Horn		
Clutch		
Warning Lights		
Engine		
Overhead guard		
Capacity Sign posted		
Fire Prevention		
Fire extinguisher on board & functional		
Fluids		
Levels Adequate		
Fueling done to avoid spilling		
If spillage occurs, is fuel washed away completely from forklift and area and measures taken to control vapors before restarting engine?		
Personal Protective Equipment		
Hard hats provided & worn where danger of following objects exist		
General PPE rules on proper clothing & footwear followed		
Additional OSHA Requirements		
Are driving paths marked, in good condition, and clear?		
Repairs are conducted in designated areas		
Operating rules posted & enforced		
Batteries charged in properly vented rooms (no smoking)		
Are dusts & fume exposures generated by the forklift through operation, fueling, or repair controlled?		
Seatbelt in forklift and worn while operating the forklift		
Other:		

Action Taken:

- ☐ Repairs/Corrections must be completed by: (date) _____
☐ Repairs/Corrections mentioned above have been done.

Supervisor _____ Date: _____

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7. Ladders
 - a. Inspect all ladders before use. Do not use any ladders with missing safety feet, missing or broken rungs, etc. Tag defective ladders with a "DO NOT USE" sign and report the defects immediately.
 - b. Portable ladders should be placed so that the base is away from the horizontal plane by one-fourth the ladder length (i.e. 12' ladder would be 3' from the wall).
 - c. Never climb a ladder that is unstable.
 - d. Never place a ladder in front of a door, unless the door is locked, guarded or otherwise blocked.
 - e. All ladders placed up against a stationary object must be tied off at the top to a secure point.
 - f. Ladders must extend at least three feet beyond the step off point.
 - g. Do not place a ladder close to live electrical wiring or against piping. Beware of overhead wires when moving an extended ladder. Do not use metal ladders near electrical power lines.
 - h. Portable ladders must be equipped with non-slip bases. i.
Face the ladder when ascending or descending.
 - j. Never stand at the top rung of a step ladder.
8. Office Safety
 - a. Practice good housekeeping throughout the office area. Do not leave materials or position telephone or electrical cords in the aisles.
 - b. Report or correct any obvious hazards as soon as they are discovered.
 - c. Install pencil sharpeners so as not to protrude beyond the ends of desks or tables.
 - d. Do not carry articles weighing more than 20 pounds when ascending or descending stairs that rise more than 5 feet.
 - e. Close files and desk drawers. Arrange contents in file cabinets prevent tipping when draws are open. Store heavier materials in the lower drawers. Do not open more than one draw at a time when tipping may occur. Secure cabinets to each other as necessary.
 - f. Report damaged furniture and broken veneer surfaces immediately.
 - g. Do not carry pointed or sharp objects in hand, pockets, or attached to clothing with points or blades exposed.
 - h. Do not leave paper cutters with the blade in the open or upright position.
 - i. Take precautions to prevent materials from falling from the top of file cabinets or desks.
 - j. Do not stand on chairs, desks, boxes, waste baskets, or any other substitutes for an approved step-stand or stepladder.
 - k. Report slippery floor surfaces to your supervisor immediately. l.
Clean up spills on floors immediately.
 - m. Position desks and files so that drawers do not extend into the aisle way when open.
9. Clothing
 - a. **Clothing:** Wear safe and practical working apparel. Be sure that any clothing you wear is not highly flammable. Neckties and loose, torn or ragged clothing should not be worn while operating lathes, drill presses, reamers and other machines with revolving spindles or cutting tools.
 - b. **Shoes:** Low-heeled, closed-toe shoes (or proper work boots) made of substantial leather or equivalent material with sufficient heavy soles must be worn in designated areas.

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- c. **Jewelry:** Do not wear rings or any form of jewelry or ornamentation when working around machinery or exposed electrical equipment.
10. Electrical
- a. The Senior Safety QA/QC Manager is responsible for complying with the National Electrical Code and all Federal, State, and local codes. Any electrical work not in compliance should be brought to the Senior Safety QA/QC Manager's attention immediately.
 - b. Only knowledgeable, certified electricians are to perform electrical work.
 - c. Employees should not work close to any unprotected electrical power circuit unless that circuit is de-energized and grounded.
 - d. All switches must be enclosed and grounded. Panel boards must have provisions for closing and locking the main switch and fuse box compartment.
 - e. Extension cords used with portable electric tools and appliances must be heavy duty (no less than 12 gauge conductors) of the three wire grounding type, and must conform to OSHA standards. NO FLAT ELECTRICAL CORDS ARE ALLOWED ON SITE.
 - f. All electrical tools and cords must be protected by a ground fault circuit interrupter. g. Voltages must be clearly labeled on all electrical equipment and circuits. Circuits must also be clearly marked for the areas of service they provide.
 - h. Prior to performing any work, electricians must "lockout and tagout" the equipment or machinery. The only exception is when power is required for "megging" circuits.
 - i. Electrical cords and trailing cables should be covered, elevated or otherwise protected from damage. Any exposed wiring and cords with frayed or deteriorated insulation must be reported immediately.
 - j. Extension cords should be used as little as possible and all plugs must be the dead front type.
 - k. The Senior Safety QA/QC Manager must oversee the performance of monthly Electrical Grounding
 - Testing with trade contractors on all electrical cord and plug connected equipment. l.
 - Temporary lighting should be used in areas where there is not adequate natural or artificial lighting. Temporary lights must be equipped with guards to prevent accidental contact with bulbs.
 - m. Working spaces, walkways, and similar locations must be kept clear of cords.
 - n. Electrical tools and equipment must be appropriately protected when used in wet or damp areas.
 - o. Subcontractors must obtain advanced approval from the Senior Safety QA/QC Manager before bringing any heavy equipment over 18 feet high on site. Any wide load over ten feet requires an escort. A power outage approval must also be obtained.
11. Fire Prevention
- a. Good housekeeping is the first rule of fire prevention. Oily rags, paper shavings, trim, etc. should be cleaned up and placed in trash receptacles.
 - b. Welding or cutting should not take place near locations where flammables or combustibles are present. When welding or cutting occurs, the area should be protected with fire resistant blankets. An approved fire extinguisher should also be located at each welding or cutting facility. Refer to our Hot Works section for more information.
 - c. All flammable liquids should be stored in an approved manner and dispensed in approved safety containers. Welding gases should also be stored in an isolated area.

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- d. Liquefied Petroleum (LP) Gas presents special fire and explosion hazards. Only qualified persons are to handle LP gas. LP gas units should be inspected daily for leaks, etc.
- e. Open fires of any kind are not permitted.
- f. Combustible materials or equipment in combustible containers should be stored properly. Fire extinguishers should be kept within close proximity to any combustible container.
- g. Fire extinguishers should be recharged and inspected regularly. A tag indicating the date of recharging should be affixed to each extinguisher.
- h. Access to fire hydrants should be maintained at all times. Fire hydrants should never be blocked or obstructed in any way.
- i. All combustible waste materials, rubbish, and debris should be disposed of daily. j. Smoking is prohibited in any hazardous area and "No Smoking" signs should be posted in these areas.
- k. Gas cylinders should be transported and stored in an upright position. When stored for extended periods of time, they must be kept at least twenty five feet from oxygen cylinders.
- l. No material should be stored within three feet of an electrical panel, outlet, or fire suppression equipment.

Fall Protection – See Addendum A for Fall Protection Requirements

Section 3 Inspections

Periodic inspections will be conducted to identify hazardous conditions and unsafe behavior. The Senior Safety QA/QC Manager or Safety Committee will conduct inspections, along with insurance companies and OSHA, and may request employees or supervisors to participate. The inspector should look for unsafe practices and conditions that can cause an accident and take corrective action immediately.

Every month, the following inspection form should be completed and provided to the Senior Safety QA/QC Manager. The Senior Safety QA/QC Manager will review the report, take any corrective action needed, and maintain a file of inspections.

Periodically, supervisors, the Senior Safety QA/QC Manager, Safety Committee, or designated employees will complete inspections on a safety-sensitive or non-routine job to ensure compliance with safety procedures. The Job Safety Analysis (JSA) worksheet will be completed and reviewed by the supervisor and/or Senior Safety QA/QC Manager. Results of the JSA inspections will be charted to determine trends, along with production and quality. Additional training may be provided, as needed.

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Self-Inspection Check List (page 1 of 2)

Distribution: ☐ Copy to Senior Safety QA/QC Manager ☐ Copy to Safety
Committee ☐ Copy _____
Date: _____ **Inspector:** _____ **Title:** _____

Grade: 1 = Satisfactory, 2 = Needs some attention, 3 = Needs immediate action

Item	Grade	Comments
<u>Housekeeping</u>		
General neatness of work area.		
Adequate and proper storage space for tools & materials		
Adequate sanitary & disposal facilities provided		
Waste material containers emptied regularly		
All spills immediately wiped up		
Storage & equipment rooms neat and orderly		
<u>Fire Prevention</u>		
Fire extinguisher checked & available		
No smoking signs posted & enforced		
Proper storage, use & handling of flammable & combustible materials		
Ventilation adequate		
<u>Tools, Machinery, & Equipment</u>		
Electrical tools properly grounded		
Electrical dangers posted		
Concealed electrical lines located and marked		
Machines guards in place		
Regular inspection & maintenance of tools		
Regular inspection & maintenance of machinery		
Lights, brakes, & warning signals operative		
<u>Cutting & Welding</u>		
Proper goggles, glasses, gloves & clothing worn		
Fire hazards removed & flammable materials protected		
Gas cylinders chained & upright		
Gas lines in good condition		
Gauges and anti-flashback devices operable		
Cylinders stored properly with caps used		
Welding shields used when necessary		
Hot works permit posted and enforced		
<u>Ladders</u>		
Ladders inspected and in good condition		
Properly secured to prevent slipping & falling		
Ladder side rail extends 3 feet above landing area		
Metal ladders not used around electrical hazards		
Step ladders fully open when in use		
Ladders located no more than 25 feet of travel		

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Self-Inspection Check List (page 2 of 2)

Grade: 1 = Satisfactory, 2 = Needs some attention, 3 = Needs immediate action

<i>Item</i>	<i>Grade</i>	<i>Comments</i>
<u>Material Handling</u>		
Materials properly stored & stacked		
Stacks on firm footings and not too high		
Passageways provided and not blocked		
Personnel lifting loads proper		
Proper lifting techniques used		
<u>Flammable Gases & Liquids</u>		
All flammable waste disposed of properly		
Proper storage containers/cans used		
Fire hazards checked		
Proper type of fire extinguishers provided		
Instruction on proper use and handling on materials posted		
<u>Personal Protective Equipment</u>		
Proper eye, ear, face, head, and hand protection used		
Respirators & masks used when necessary		
Proper clothing worn		
<u>Other</u>		

Action Taken:

- ☐ Repairs/Corrections must be completed by: (date) _____
- ☐ Repairs/Corrections mentioned above have been done.

Supervisor _____ Date: _____

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Section 4: Incident Management

A. Incident & Near Miss Reporting Procedures

If you have a near-miss situation while working, notify your supervisor immediately. The situation will be investigated and corrective action implemented to prevent future injury. Employees and witnesses must fully cooperate in the investigation.

If you are injured on the job:

- a. Contact your supervisor, or the nearest coworker (who should notify a supervisor) if you are unable to contact your supervisor due to the severity of your injury.
- b. An employee who is trained in first-aid and/or CPR should be immediately notified to assist in the situation.
- c. First aid kits, which are prominently displayed throughout the workplace, should be made available and medical supplies promptly refilled (by the Senior Safety QA/QC Manager).
- d. If needed, the supervisor or his designee should transport the injured worker to the company's designated medical facility to receive appropriate medical attention. A post-accident drug and/or alcohol test will be conducted in accordance with the company's Drug-Free Workplace Policy.
- e. If rescue personnel are summoned, the supervisor should delegate an individual to wait for the rescue team and escort them to the injured employee.
- f. All witnesses to the accident should be available to speak with the Senior Safety QA/QC Manager and/or supervisor and cooperate in all accident investigations.
- g. The Senior Safety QA/QC Manager should immediately notify the insurance company of the accident and file a workers' compensation claim.

Every accident or near-miss situation should be reported immediately. Injured employees and witnesses to the accident will assist the supervisor in completing an accident investigation. Injured employees must comply with the medical treatment provided by the treating physician, cooperate with the insurance company and its designees, and abide by the company's return-to-work policy.

B. Accident Investigation

When an accident occurs, it is an indication that something has gone wrong. Accidents don't just happen, they are caused. The basic cause(s) of accidents are unsafe acts and/or conditions. The supervisor must investigate every accident to determine the cause and to initiate corrective action to assure that similar type accidents will not recur from the same causes.

Supervisors should complete the following accident investigation form and submit a copy to the Senior Safety QA/QC Manager and Safety Committee for review. The Committee and/or Senior Safety QA/QC Manager should evaluate the corrective action taken or suggested by the supervisor and instruct if additional changes should be made.

Tips on accident investigations:

1. Every accident is caused. Carelessness is not a cause, but the result of some deficiency. Telling employees to be more careful will not eliminate the real accident cause.
2. An accident investigation is not a trial to find fault or to place blame. Its purpose is to find accident causes so that corrective measures may be taken to prevent future accidents.

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3. Most accidents result from a combination of human error (unsafe behavior) and a physical hazard (unsafe condition). Do not overlook the possibility of multiple errors and hazards.
4. Don't stop at the obvious answer. For instance, a missing machine guard does not cause an accident. The accident happened because the operator entered the point of operation. Determine why the operator did this and why the guard was off the machine. Only by correcting both problems can you prevent future accidents.
5. The accident investigation should be conducted as soon after the accident as possible. Facts should be gathered while the accident is fresh in the minds of those involved. If possible, question every employee who was involved, or witnessed, the incident. Delay interviewing injured employees until after medical treatment has been received.
6. Other employees who did not witness the accident but work in the area may contribute information regarding the injured workers' activities prior to the accident and conditions at the time of the accident.
7. The accuracy and completeness of the information received from the injured worker(s) and witnesses depends on how well the interview is conducted. Supervisors should:
 - a. Put employees at ease.
 - b. Ask what happened and how it happened.
 - c. Permit employees to answer without interruptions.
 - d. Show concern.
 - e. Remember, nothing is gained with criticism or ridicule.
 - f. Ask why questions only to clarify the story.
 - g. Repeat the story as you understand it.
 - h. Give the employee the chance to correct any misunderstandings that you have.
 - i. Photographs of the conditions as they exist immediately following the accident, including photos so the damaged equipment, are very helpful.
 - j. Damaged equipment should be removed or secured for future testing and used as evidence.
 - k. Take immediate action to correct any obvious unsafe conditions. Determine the basic accident causes and correct or recommend action to prevent reoccurrence.

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Supervisor's Accident Investigation Report
(Completed by Supervisor of Injured
Employee)

Company		Address	
Name of Injured Employee	Dept	Position	How long in position?
Date of Accident	Time of Accident	Nature of Injury	
Injury Resulted in: ☐ Injury ☐ Fatality ☐ Property Damage (specify)			
Medical Treatment ☐ None ☐ First Aid ☐ EMT or Paramedic ☐ Doctor or Clinic ☐ Hospital			Days Lost Time?
Drug Tested? ☐ Yes ☐ No Alcohol Tested? ☐ Yes ☐ No			
What was the injured employee doing at the time of the accident?			
How did the accident occur (brief description)?			
What environmental factors (unsafe conditions) contributed to the accident? (see next page for			
What behavioral factors (unsafe acts) contributed to the accident? (see next page for examples)			
What corrective actions can be taken to prevent recurrence? (see next page for examples)			
What corrective actions has been taken to prevent recurrence?			
Names of Witnesses			
Supervisor	Date	Reviewed by:	Date

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Supplemental Information for completing the Accident Investigation Report

Note: Each accident will involve at least one of the following conditions as a contributing factor.

Environmental Factors (Unsafe Conditions)		
Conditions	Definition of Condition	Suggested Corrective Action
Unsafe procedures	Hazardous Process. Management failed	A. JSA (Job Safety Analysis) B. Formulation of Safe Procedures
Improperly guarded	Work areas, machines, or equipment that are unguarded or inadequately guarded.	A. Inspection B. Checking plans, blueprints, purchase orders, contracts, & materials for safety C. Include guards in original design, order, & contract D. Provide guards for
Defective through use	Buildings, machines, or equipment that have become rough, slippery, sharp edged, worn, cracked, broken, or	A. Inspection B. Proper Maintenance
Defective through design	Failure to provide for safety in the design, construction, and installation of buildings, machinery, & equipment. Too large, too small, not strong	A. Source of supply must be reliable B. Checking plans, blueprints, purchase orders, contracts, & materials for
Unsafe clothing or personal protective equipment	Management's failure to provide or specify the use of goggles, respirators, safety shoes, hard hats, & other articles of safe dress or apparel.	A. Provide safe apparel or personal protective equipment. B. Specify the use or non-use of certain apparel or
Unsafe housekeeping facilities	Unsuitable layout or lack of equipment necessary for good housekeeping (i.e. shelves, boxes, bins, aisle	A. Provide suitable layout and equipment necessary for good housekeeping.
Improper ventilation	Poorly or not ventilated area	A. Improve ventilation
Improper illumination	Poorly or not illuminated area	A. Improve illumination

Behavioral Factors (Unsafe Acts)		
Factor	Definition of Factor	Suggested Corrective Action
Lack of knowledge or skill	Unaware of safe practice; Unpracticed or unskilled. Not properly instructed	A. Job training B. Improved hiring practices
Improper attitude	Worker was properly trained and instructed, but failed to follow instructions.	A. Supervision B. Discipline C. Improved hiring practices
Physical Deficiencies	Worker has impaired eyesight or hearing, heart trouble, hernia, previous injuries, etc.	A. Pre-employment physicals B. Periodic physicals C. Proper placement of workers D. Identification of workers with temporary physical
Substance Abuse	Worker was under the influence of (illegal or prescribed) drugs or alcohol while completing task	A. Drug-Free Workplace Policy with drug/alcohol testing B. Discipline

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C. Return-to-Work Policy

It is the Company's policy to return injured workers to productive work, although not necessarily to their pre-injury duties, as early as possible during their recovery. This type of work is often referred to as "modified-duty work." The Company has adopted this policy because employees who remain off work for long periods of time not only affect the Company's productivity and workers' compensation costs, they often experience slow healing and a loss of self-esteem. Within the requirements of their treating medical providers, the limitations of the law, and the economic and physical limitations of our own properties, the Company will make every effort to provide meaningful work wherever and whenever possible. Any recovering employee who is offered a physician-approved, modified-duty position will be required to accept the offer.

As part of the supervisor's responsibilities, and in conjunction with the Senior Safety QA/QC Manager and/or Safety Committee, a Job Safety Analysis (JSA) will be completed for all safety-sensitive and non-routine tasks. A copy of the completed JSA on the employee's regular duties should be provided to the treating physician, along with the following Job Physical Assessment form. The Senior Safety QA/QC Manager or Supervisor should request the treating medical provider complete this form. The supervisor should identify a modified-duty position to offer the employee that is within their physician's restrictions.

Job Safety Analysis (JSA)

[illegible]

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Job Physical Assessment

Company Name: _____
Injured Worker: _____
Claim Number: _____
Supervisor: _____ Phone: _____
Modified Duty Job Available: _____

The Job Physical Assessment is an objective evaluation, completed by the treating physician. Please consider each category below and objectively circle the appropriate measurement for the activity by our injured employee. Our Company will then locate a modified-duty position that is within the restrictions detailed below. A copy of the duties required to completed this modified-duty position will be provided back to the physician.

Action	Total Hours									Consecutive Hours								
Sitting:	0	1	2	3	4	5	6	7	8	0	1	2	3	4	5	6	7	8
Standing:	0	1	2	3	4	5	6	7	8	0	1	2	3	4	5	6	7	8
Walking:	0	1	2	3	4	5	6	7	8	0	1	2	3	4	5	6	7	8

Action	Repetitions				Time Limits	
Bending:	0	1-15	16-30	31-60	61+	
Twisting:	0	1-15	16-30	31-60	61+	
Squatting:	0	1-15	16-30	31-60	61+	
Climbing:	0	1-15	16-30	31-60	61+	
Crawling:	0	1-15	16-30	31-60	61+	
Reaching:	0	1-15	16-30	31-60	61+	
Pushing:	0	1-15	16-30	31-60	61+	

Action	Weights (lbs)	Repetitions				Time Limits	
Lifting:	0	1-15	16-30	31-60	61+		
Carrying:	0	1-15	16-30	31-60	61+		
Arm/both:	0	1-15	16-30	31-60	61+		
Left Arm:	0	1-15	16-30	31-60	61+		
Right Arm:	0	1-15	16-30	31-60	61+		
Hand/both:	0	1-15	16-30	31-60	61+		
Left Hand:	0	1-15	16-30	31-60	61+		
Right Hand:	0	1-15	16-30	31-60	61+		

Other restrictions: _____

In consideration of the above restrictions, the patient is: (circle one)

Disabled

Released for restricted work

Released for full regular work.

Patient will be seen again for re-evaluation on : _____

Remarks: _____

Physician Name _____

Physician Signature _____

Date _____

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Section 5: Workers' Compensation

By law our company is required to obtain workers' compensation insurance. The company pays for this insurance. Our insurance premiums are not government funded in any way. Because workers' compensation is a substantial cost of doing business, our goal is to prevent and manage accidents.

A. What benefits are you entitled to?

When an employee is injured during the course of employment, workers' compensation insurance provides payments to the injured worker or the treating physician(s) for medical treatment, disfigurement, death benefits, and indemnity (lost wages) payments. **The scope and amount of these payments are determined by state law.** Attorneys are not needed for you to get what you are entitled to. Attorneys, when hired, typically earn one-third of your benefits. If you report injuries immediately to your supervisor and cooperate with your treating physician and the insurance company, the system will work with you to get you healthy and back to work.

All workers' compensation insurance payments may be denied if: 1) the employee tests positive for drugs or alcohol following the accident, 2) a pre-existing injury or non-work related injury was the cause of the accident, or 3) fraud exists.

Medical treatment: Medical care, services, and supplies as necessary to cure or relieve the effects of an injury sustained on-the-job.

Disfigurement: Additional compensation is paid to an injured worker for permanent disfigurement from a work-related injury (i.e. scars, discoloration, disfigurement, etc.)

Indemnity Payments: Wage replacement while recovering from an industrial injury.

Death Benefits: Weekly payments to the surviving spouse and dependent children of a worker whose work-related injury results in death. Burial and funeral expenses are also paid.

B. Workers' Compensation Fraud

Filing false workers' compensation claims is punishable with a substantial fine and imprisonment. **Any employee who knows of a coworker who is abusing the workers' compensation system or has filed a false workers' compensation claim should call 1-800-241-5689.** You will not be asked to identify your name and the call will not be recorded. This is an anonymous call to our insurance company.

The insurance company has many red flags to identifying workers' compensation fraud and will investigate any accident they suspect may be fraudulent. They can deny or reduce benefits whenever they suspect a fraudulent claim was filed or an employee is abusing the workers' compensation system.

The following is considered workers' compensation fraud or abuse:

1. Faking an accident or injury.
2. Exaggerating the seriousness of an accident or injury.
3. Taking more time off than is really needed to recover.
4. Attempting to collect benefits for an injury that is not job-related.
5. Submitting false or exaggerated medical bills for payment.
6. Working at another, equally demanding job while collecting workers' compensation benefits.
7. Conspiring with, or being persuaded by, another person to do any of the above.

When people abuse workers' compensation benefits, we all pay. Your company is charged higher

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insurance premiums, which increases our expenses and lowers profitability. The best way to safeguard against fraud is to prevent accidents from happening. If you are aware of fraud, speak up by calling the Fraud Hotline.

Section 6: Fleet Safety Program

Motor Vehicles Rules

All employees who drive a company car or delivery vehicle must abide by the following safety rules:

1. Employees are required to inspect their assigned vehicle (before taking it on the road) to ensure that it is in proper driving condition.
2. Any defects in the company vehicle should be reported promptly.
3. Employees are required to obey all state, local, and company traffic regulations.
4. Engines are to be stopped and ignition keys removed when parking, refueling, or leaving the company vehicles.
5. Employees are not permitted to use personal cars or motorcycles for company business, unless specifically authorized by the supervisor.
6. Passengers not employed by the company are not permitted unless authorized by the supervisor.
7. Employees should drive safely. Defensive driving must be practiced by all employees.
8. Seat belts and shoulder harnesses are to be worn at all times.
9. Vehicles must be locked when unattended to avoid criminal misconduct.
10. Vehicles must be parked in legal spaces and must not obstruct traffic.
11. Employees should park their vehicles in well-lighted areas at or near entrances to avoid criminal misconduct.
12. A vehicle when loaded with any material extending 4 feet or more beyond its rear shall have a red flag or cloth 12 inches square attached by day, or a red light visible for 300 feet by night, on the extreme end of the load.
13. Articles, tools, equipment, etc. placed in cars or truck cabs are to be hung or stored in such a manner as not to impair vision or in any way interfere with proper operation of the vehicle.
14. When you cannot see behind your vehicle (truck), the driver shall walk behind the truck prior to backing.
15. Personal use of vehicles is not permitted without approval of management. **Children are prohibited from using company vehicles.**
16. **Operating a company vehicle while under the influence of alcohol and other drugs is prohibited.**
Violators are subject to termination of employment.
17. Every accident should be reported to the Senior Safety QA/QC Manager. The Senior Safety QA/QC Manager should investigate all accidents and review them.

Accident Reporting

Driver Conduct at the Scene of the Accident

1. Take immediate action to prevent further damage or injury.
 - ☐ Pull onto the shoulder or side of the road.
 - ☐ Activate hazard lights (flashers) and place warning signs promptly.
 - ☐ Assist any injured person, but don't move them unless they are in danger of further injury.
2. Call the Police
 - ☐ If someone is injured, request medical assistance.
 - ☐ If you are nearby a phone, write a note giving the location and seriousness of the accident and give it to a "reliable-appearing" motorist and ask the him/her to contact the police.
3. The vehicle should not be left unattended, except in an extreme emergency.

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4. Exchange identifying information with the other driver. **Make no comments about assuming responsibility.**
5. Secure names, addresses, and phone numbers of all witnesses, or the first person on the scene if no one witnessed the accident.
6. Call the company immediately and report the accident to the Senior Safety QA/QC Manager.

SUPERVISOR'S MOTOR VEHICLE ACCIDENT INVESTIGATION REPORT

DRIVER	VEHICLE	DATE OF ACCIDENT
LOCATION OF ACCIDENT		TIME OF ACCIDENT
DESCRIPTION OF ACCIDENT: (What happened?)		
SEAT BELT WORN?		
CAUSES OF ACCIDENT: (Why did it happen?)		
RECOMMENDATIONS FOR PREVENTION OF A RECURRENCE: (What should be done?)		
FOLLOW UP: (What actions were taken? Were they effective?)		
- INDICATE WITH DIAGRAM WHAT HAPPENED - SHOW POSITION OF VEHICLES - INDICATE DIRECTION (NORTH, SOUTH, EAST, WEST) WITH ARROWS		CLASSIFICATION OF ACCIDENT REVIEW ☐ PREVENTABLE ☐ NON-PREVENTABLE
		ACCIDENTS USUALLY PREVENTABLE Intersection Cut In or Out Backing Pulled from Curb Hit Other in Rear Hit Stationary Object Skidded Hit Pedestrian

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	ACCIDENTS USUALLY NON-PREVENTABLE Hit in Rear Hit When Properly Parked
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INVESTIGATING SUPERVISOR'S SIGNATURE

DATE OF REPORT _____

MANAGER'S SIGNATURE

DATE REVIEWED BY MANAGER _____

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Section 7: OSHA (Occupational Safety & Health Administration)

A. OSHA (Records) Requirements

Copies of required accident investigations and certification of employee safety training shall be maintained by the Senior Safety QA/QC Manager. A written report will be maintained on each accident, injury or on-the-job illness requiring medical treatment. A record of each such injury or illness is recorded on OSHA Log and Summary of Occupational Injuries Form 200 according to its instructions. Supplemental records of each injury are maintained on OSHA Form 101, or Employers Report of Injury or Illness Form 5020. Every year, a summary of all reported injuries or illnesses is posted no later than February 1, for one month, until March 1, on OSHA Form 200. These records are maintained for five years from the date of preparation.

B. OSHA Checklist

To avoid safety violations and remain in compliance with OSHA standards, the Senior Safety QA/QC Manager should complete the following OSHA checklist on a monthly basis. Deficiencies should be immediately corrected. If problems persist, the Senior Safety QA/QC Manager should contact our Loss Prevention consultant at our workers' compensation carrier to conduct a comprehensive OSHA inspection.

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C. OSHA Inspection: What you can expect during an OSHA inspection

1. Arrival of the Compliance Officer (OSHA Inspector)

- a. Request to see credentials.
- b. Record his name, identification number, the name of his/her supervisor, and office location.
- c. Notify the Senior Safety QA/QC Manager. If the Senior Safety QA/QC Manager is not available, ask the Officer to wait until the Senior Safety QA/QC Manager arrives. If he/she cannot wait or the Senior Safety QA/QC Manager will not be available, a Safety Committee member should accompany the Officer.
- d. Do not volunteer any information, only answer questions.

2. Opening Conference

- a. The scope of the inspection will be discussed.
- b. The Officer will explain the reason for the inspection (i.e. employee complaint, scheduled inspection, etc.)
- c. If the reason for the inspection is an employee complaint, request a copy of the complaint.
- d. Take comprehensive notes and request to record the meeting and walk-around.

3. The Walk-Around (inspection)

- a. The Company representative should accompany the Compliance Officer throughout the inspection.
- b. The Officer may ask to interview employees. Employees should cooperate. The Company representative should attempt to participate in the interview.
- c. The Company representative should be prepared to show the Officer: 1) the Safety Manual, 2) Hazard Communication Program, 3) OSHA poster, 4) OSHA 200 Log d. If at all possible, correct any violations immediately that the Officer points out.
- e. Take photographs of the same items or areas that are photographed by the Compliance Officer.
- f. Take notes. Write down every possible violation, standards cited, corrective action needed, and a deadline date.

4. Closing Conference

- a. The Compliance Officer will review any violations discovered during the inspection. Compare these to the notes you took during the inspection. Point out any discrepancies and areas already corrected.
- b. Be polite. Do not argue or get defensive with the Compliance Officer. c. If you are not clear on something, ask questions.
- d. This is a good opportunity to produce records of compliance efforts and other safety practices.

5. Citations & Penalties

- a. Our goal is to provide a safe and healthy work environment. If the company is cited for OSHA violations, corrective action will be completed before the deadline provided by OSHA and as quickly as possible. It will be management's decision to appeal any citations.

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Section 8: Drug and Alcohol Program

A. Drug-Free Workplace Policy

Purpose

The Company values its employees and recognizes their need for a safe and healthy work environment. Furthermore, employees abusing drugs and alcohol are less productive and are often a risk to the safety, security and productivity of our company. The establishment of a Substance-Abuse Policy is consistent with the company's desired culture and is in the best interest of the company.

Policy

It is the policy of the company to maintain a workplace free from the use and abuse of drugs and alcohol. Compliance with this policy is a condition of continued employment. It supersedes any other company policy or practice on this subject. At any time, the company may unilaterally, at its discretion, amend, supplement, modify, or change any part of this policy. The policy does not represent an expressed or implied contract, and it does not affect your status as an at-will employee. If you have any questions about this policy, please direct them to Human Resources.

To maintain a Drug and Alcohol-Free Workplace, the company has established the following policy effective **02/10/2006** with regard to the use, possession, and sale of drugs and alcohol. Drug and alcohol testing practices will be adopted to identify employees or applicants using drugs and/or alcohol.

Drug and Alcohol Prohibitions

"Illegal Drug" means: any drug (1) which is not legally obtainable, or (2) which is legally obtainable but has not been legally obtained, or (3) which is a controlled substance. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes.

1. Any employee involved in any of the following activities, whether or not on company business, premises or property, is in violation of the company policy and subject to disciplinary action:
 - a) bringing illegal drugs and/or alcohol onto company premises or property, including the company owned or leased vehicles, or a customer's premises;
 - b) having possession of, being under the influence of, or having in one's system illegal drugs and/or alcohol; or
 - c) using, consuming, transforming, distributing or attempting to distribute, manufacturing or dispensing illegal drugs and/or alcohol; or
 - d) switching, tampering with, altering or adulterating any specimen or sample collected under this policy or attempting to do so.
2. In addition, the company strictly prohibits the abuse of alcohol or prescription drugs.
3. Any employee refusing to cooperate with or submit to questioning, medical or physical tests or examinations, when requested or conducted by the company or its designee, is in violation of the company policy and subject to disciplinary action.

Drug and Alcohol Testing

The company asserts its legal right and prerogative to test any employee for drug and/or alcohol abuse. Employees **may** be asked to submit to a medical examination and/or submit to urine, saliva, breath, sweat, and/or hair testing for drugs or alcohol. Any information obtained through such examinations may be retained by the company and is the property of the company.

In particular, the company reserves the right, in its discretion and within the limits of federal and state laws, to examine and test for the presence of drugs and alcohol (as stated above) in situations such as, but not limited to, the following:

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1. **Post Job Offer:** All offers of employment **may** be made subject to the results of a drug test. Applicants will be required to voluntarily submit to a urinalysis test and sign an acknowledgment form, which will release the company from liability. The company will not discriminate against applicants for employment because of past drug abuse. It is the current abuse of drugs which prevents employees from properly performing their jobs.
2. **Post-Accident:** A drug and/or alcohol test **will** be conducted on all employees involved in accidents occurring during work time or while on company property. Covered accidents included, but are not limited to, accidents that the employee caused or contributed to that involve:
 - a) personal injury to employees or others which necessitates medical attention (beyond first aid) or results in lost work time; and/or
 - b) damage to the company's property

Employees are expected to make themselves available for post-accident testing. If circumstances require an employee to leave the scene of an accident, the employee must make a good faith attempt to be tested and to notify the company of his/her location.

Failure to report any accident which meets the post-accident testing criteria is in violation of the company policy and subject to disciplinary action. Employees testing positive or refusing to submit to a drug and/or alcohol test, under certain state laws, may be ineligible for workers' compensation benefits.

3. **Random:** For the added safety and health of the company employees, as well as the direct impact on the company's profitability, image and reputation as a drug-free organization, all employees **may** be subject to random, unannounced drug tests at any time the Company deems necessary to ensure a Drug-Free Workplace. The rate of random selection will be a percentage of the annual average employee or consortium base. Every employee has an equal chance of being chosen every time a random selection is made.
4. **Reasonable Suspicion/Cause:** Any employee **may** be asked to submit to a drug and/or alcohol test if reasonable cause exists to suggest that the employee's health or ability to perform expected job duties is currently impaired.
5. **Return-to-Duty:** An employee who has tested positive and has been removed from his or her job duties must submit to and furnish a negative drug test prior to returning to their job duties.
6. **Follow-up:** Any employee who has been removed voluntarily or otherwise from his or her job assignment due to drug or alcohol abuse must agree to be tested on a random and discretionary basis anytime for up to 24 months from the return to work date. Employees will be required to sign and abide by a last chance agreement.

Drug Testing Procedures

Whenever possible, the drug test will be performed from urine specimens collected at a qualified collection site or at the company facility using an onsite testing kit. A breath or saliva alcohol test will be performed for all post-accident and reasonable-cause situations. If the saliva alcohol test reads positive, a breath alcohol test will be performed at the collection site.

The collection site (or the company facility for onsite testing) will take necessary steps to avoid any dilution or alteration of the specimen. However, the test shall be conducted in a professional and sanitary manner with due regard for the individual's privacy, dignity, and confidentiality. Proper handling of the specimens will be maintained so that the specimen results can be traced to the proper individual.

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The specimen will be analyzed for the following controlled substances. Some of the common drug names are included in parentheses:

Cannabinoids
(Marijuana) Cocaine
Opiates (Heroin, Morphine, Codeine)
Amphetamines (Stimulants like Benzedrine and
Didrex) Phencyclidine (PCP)
Barbiturates (Depressants like Phenobarital and
Secobarbital) Benzodiazepines (Depressants like
Valium and Xanax) Propoxyphene (Narcotics like
Darvon and Darvocet)

All specimens that were not analyzed initially by an onsite testing kit will undergo an initial Enzyme Multiplied Immunoassay Technique (EMIT) screening. Any positive EMIT or onsite testing kit screens will be confirmed through Gas Chromatography with Mass Spectrometry (GC/MS) by a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). Any positive result from this GC/MS test will be reviewed by an independent Medical Review Officer (MRO) prior to the result being communicated to the company. The MRO will give you the opportunity to rebut an positive test result and provide evidence of the proper use of a prescription drug. This will ensure that positive results are not due to prescription drugs or other factors which the MRO feels justifies the presence of controlled substances.

Any employee who is tested will have the right, upon request, to see the results of his/her test and to request a retest of the original specimen at a different SAMHSA-certified laboratory (at the employee's expense) within 10 business days of being notified of a positive test result. All information regarding the drug and/or alcohol test results or failure to complete rehabilitation will remain confidential and will only be given out on a strict need-to-know basis.

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Disciplinary Actions

The company reserves the right to use disciplinary actions, up to and including termination of employment, depending upon the seriousness of the violation, the employee's present job assignment, the employee's record with the company, and other factors, including the impact of the violation upon the conduct of the company business. Any employee who refuses to submit to drug/alcohol testing or attempts to adulterate or alter the specimen will be subject to disciplinary actions.

Acknowledgment

As a condition of continued employment, employees must sign the attached acknowledgment form.

Acknowledgment Form

I hereby acknowledge receipt of the company's Substance-Abuse Policy regarding drugs and alcohol.

My signature acknowledges my understanding and concurrence with the procedures outlined in the above referenced policy. It is my consent to submit to medical testing, including but not limited to giving urine, breath, blood, sweat, and/or saliva sample(s) to be used for drug and alcohol analysis under the conditions outlined in the policy.

In connection with and consistent with the provisions of the Substance-Abuse Policy:

(1) I authorize the release of any urine, breath, blood, sweat, and/or saliva sample(s) and the results of any tests and examinations performed thereon to the company and any doctor, medical personnel, hospital, medical center, clinic, etc., or any representatives with whom they may choose to consult regarding the sample tests or examination results. I will be given an opportunity to explain a positive test result to the Medical Review Officer before the test result is reported to the company as a verified positive test result.

(2) I understand that the test results may be released by the company to applicable state unemployment agencies and to the company's workers' compensation insurer(s), where permitted or required by law. I understand that if I test positive for drugs or alcohol following an on-the-job accident or refuse to submit to any drug and/or alcohol test required by this policy, I may be ineligible for workers' compensation and/or unemployment benefits.

(3) I understand that refusal to submit to any test required by this policy, a positive test result, or refusal to authorize the release of the results is grounds for disciplinary action up to and including termination of employment.

I recognize that the company's policy on drugs and alcohol does not constitute an expressed or implied contract of employment.

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EMPLOYEE NAME _____ SOCIAL SECURITY NO. _____
(Printed)

EMPLOYEE SIGNATURE _____ DATE _____

WITNESS SIGNATURE _____

DATE _____

C. Confined Space Entry

Purpose

To establish a procedure to protect personnel and prevent injury when entering and working in confined spaces. A secondary purpose is to remain in compliance with OSHA regulations,

Responsibility

Senior Safety QA/QC Manager: The Senior Safety QA/QC Manager is responsible for identifying all confined spaces and

compliance with the procedures for space entry. The Senior Safety QA/QC Manager shall 1) train supervisors & employees (entrants, attendants, and rescue personnel) annually on identifying existing & potential hazards, confined space procedures, the use of permits, and equipment, 2) audit and/or oversee the confined space entry, and 3) ensure corrective actions are taken when problems arise. The Senior Safety QA/QC Manager should periodically monitor training activities of the supervisors and assist as required to ensure compliance with OSHA regulations and safe confined space entry.

Supervisors are responsible for training employees on the purpose and use of these procedures. (All employees involved in confined space entry must receive annual training.) Supervisors shall verify that all preparations have been completed to allow for safe entry. The supervisor shall sign and post the permit. They will confirm the availability of all rescue service and terminate entry & cancel the permit when the job is completed, there is a change of work crews, or an emergency occurs. The supervisor ensures acceptable entry conditions are maintained during the operation and that all unauthorized entrants are removed.

Entrants: Entrants are the individuals who enter the confined space to work. They must know the hazards associated with the space and properly use all required safety and work equipment. The entrant must communicate with the attendant throughout entry by any effective means. They must immediately exit the space whenever they discover a problem, an emergency occurs, or there are instructed to exit by the attendant, supervisor, or Senior Safety QA/QC Manager.

Attendant: The attendant monitors the space and surrounding areas for any problems that might affect the safety of the entrant. They will remain in continuous contact with entrant. The attendant will not enter the confined space. They will be trained in the confined space procedures and aware of the behavioral effects of exposures on the entrants. They will monitor oxygen, toxics, and flammables/explosive levels every 15 minutes. The attendant will summon emergency assistance when needed and may perform non-entry rescue (if properly trained). The attendant will have rescue equipment and a first-aid kit available. They shall prevent

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unauthorized personnel from entering the confined space. Attendants may not be assigned any duties which could conflict with their primary responsibility of monitoring entrant safety.

Definitions

Confined Space:

A confined space isn't necessarily a small, crowded area. A confined space has 1) limited or restricted means of entry or exit, 2) unfavorable natural ventilation, 3) not been designed for continuous human occupancy. Examples include: storage tanks, silos, kettles, vault, hopper, pit, trench, boilers, sewers, degreasers, vessels, sumps, diked areas, process tanks & equipment, and pipelines.

Permit Required:

A permit is required if one of the following hazards are present: 1) hazardous atmosphere, 2) potential for engulfment, 3) internal configuration hazard, or 4) other recognized serious safety or health hazards.

Hazards

Conditions in a confined space can change over time; therefore so can the hazards. Hazards include:

- 1) Oxygen-deficient atmosphere. An oxygen content of less than 19.5% is considered hazardous.
- 2) Oxygen-enriched atmosphere. An oxygen content of more than 23.5% is considered hazardous.
- 3) Flammable or combustible atmosphere. A concentration of a chemical in excess of 10% of its lower explosive, flammable, or combustible limit (LEL) is considered hazardous.
- 4) Toxic atmosphere. Any chemical exposure in excess of its permissible exposure limit (PEL) is considered hazardous.
- 5) Engulfment or structural entrapment. Employees can become trapped in liquid or granular material. Inwardly converging walls or floors that taper to a smaller cross-section can trap or asphyxiate an entrant.
- 6) Energy sources. These include electrical, mechanical, hydraulic, or compressed air. Uncontrolled sources are hazardous.
- 7) Other hazards. i.e. Slips & Falls, Radiation, Heat Stress, Internal configuration, Combustible dust, etc.

Procedures

1. Identify and evaluate the hazards in a space before entry. The evaluation should be done by a supervisor, the employee to enter the confined space, and the attendant stationed outside the confined space. The evaluation form following these procedures should be completed prior to entry. If a confined space is identified, the confined space must be appropriately labeled.
2. Determine if a permit is needed. When in doubt, a permit should be completed. Use the permit provided following these procedures when required.
3. The supervisor should inform all employees and contractors of the existence, location of, and danger posed by these spaces. A sign should be posted to indicate that personnel are in the confined space.

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4. All equipment in the confined space shall be locked out/tagged out if an accidental energizing of the equipment creates a hazard. If lockout/tagout fails to de-energize the equipment, fuses should be removed from the associated power source.
5. Prior to entry, the confined space should be isolated to preclude entry of all materials. This shall be done by the insertion of a 1/8 inch TFE blank or suitable pressure blank between the flanges nearest the confined space, or the line to the confined space must be disconnected and blanked. All other valves or transfer lines shall be 'closed & tagged' at the valve closest to the confined space, if a connecting vessel contains hazardous chemicals. The Senior Safety QA/QC Manager is responsible for verifying blanking or disconnecting.
6. Prior to entry, the Senior Safety QA/QC Manager must assure that the confined space is clean, ventilated, and decontaminated to the extent consistent with the hazard. The Senior Safety QA/QC Manager must approve any cleaning or ventilating procedures.
7. The confined space shall be thoroughly ventilated. This should be done mechanically by blowing air into the space or by draft fan venting. Ventilation shall continue until work is complete in the confined space.
8. If an assessment (testing) of the atmosphere indicates contamination is present, the cause/source of the contamination must be determined. Furthermore, it must be determined if contamination will increase during entry. Testing should include:
 - a) Oxygen Atmosphere Testing. Testing should be done with a calibrated direct-reading oxygen indicator. The oxygen shall contain 19.5-21% oxygen by volume. Measurements should be taken at the top and bottom of the space. Measurements will be taken every 15 minutes by the attendant. Tests must be repeated after a stoppage exceeding 30 minutes. Results should be documented in the permit. Entry is not permitted if the oxygen level is less than 19.5% or greater than 21.0%.
 - b) Toxic Atmosphere Testing. If it is determined that any of the following toxins (Toluene, Solvent, Isopropyl Alcohol, H₂S or any material that is capable of generating H₂S, or any material that has a ceiling PEL (permissible exposure limit) or LEL (lower exposure limit)) were previously contained in the space, testing with color detection tubes (i.e. Drager tubes), chlorine detector, or the biosystems H₂S Detector should be conducted. If atmospheric contamination exceeds 10% of the PEL, the space should be ventilated until the level is below 10%. Senior Safety QA/QC Manager should be contacted if the contamination is immediately dangerous to life of health (IDLH). Entry is not permitted, except for emergency procedures approved by the Senior Safety QA/QC Manager, if toxic gases at an IDLH level exists. Measurements will be taken every 15 minutes by the attendant.
 - c) Flammable Atmosphere Testing. If the space previously contained or may contain flammable vapors, testing with a combustible gas indicator to determine the concentration of flammable gases and vapors must be conducted. If the concentration of flammable gas or vapors exceeds 5% of the lower flammability limit, the space should be ventilated until the concentration is below 5%. Entry is not permitted if the concentration exceeds 5%. Measurements will be taken every 15 minutes by the attendant.
9. Employees shall wear personal protective equipment such as respiratory protection (i.e. SCBA), gloves, boots, rubber suits, goggles, and harnesses as determined by the Safety Director. Respiratory protection must be worn if 1) there are unknown contaminants in the

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space, 2) the level of contaminants cannot be determined, 3) the potential for IDLH exists, 4) an emergency rescue is being performed, or 5) the potential exists to contaminate the atmosphere while in the space.

10. Portable power tools must be inspected and grounded. Cylinders for cutting and welding torches **shall not** be taken into the confined space. Ladders must be secured at the top.
11. All personnel shall conduct additional responsibilities as documented under Responsibilities above.

D. Hot Works Program

Purpose:

To establish a procedure for the control of hazards associated with welding, cutting or the use of spark producing tools for the prevention of fire or subsequent injury to personnel.

Responsibility:

It is the responsibility of all employees/supervisors/managers that will either perform or oversee the operation or employee, to adhere to the requirements of the Hot Works Permit Program. The Senior Safety QA/QC Manager should designate a Hot Works Coordinator. It will be the responsibility of the Coordinator to evaluate all jobs prior to the work beginning to assess hazards and necessary controls required **before** any work will begin.

Scope:

This procedure applies to any hot work performed by any employee or contractor. This procedure does not apply to hot work performed in designated Safe Work areas.

Definitions:

Hot work

Work involving the use of open flame or spark producing tools such as, but not limited to, welding, cutting, burning, grinding, and heat related producing jobs that could ignite combustibles.

Safe Work Areas

These areas which have been designated-designed specifically for cutting, welding, grinding activities. The Hot Work Coordinator is responsible for designating all Safe Work Areas once he is assured of proper protection against combustibles.

Procedures:

1. A Hot Work Permit must be issued prior to initiating any hot work outside of a designated Hot Work Area. This site will be evaluated for potential fire and safety hazards by the Coordinator prior to starting the job. The Coordinator should carefully review activities to determine if a less hazardous mechanical method such as cutting with a hack saw can be used instead of more heat and spark producing methods.

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2. Safe work permits are issued by the Senior Safety QA/QC Manager. The permit remains active for the duration of the work shift.
3. Where practical, all flammable and combustible materials shall be relocated at least 35 feet from the work area. Where relocation is impractical, combustibles and flammables shall be protected with flame proof covering or otherwise shielded with metal or flameproof curtains.
4. The person conducting the hot work will have a readily available fire extinguisher rated at a minimum of 2A:40BC.
5. Where potential for flammable or combustible vapors or gases might be present in the area, these concentrations must be determined before work begins. The Hot Works Coordinator will determine the concentration of the vapors or gases, and this measurement recorded.
6. Hot works **shall not** be permitted if the concentration reaches 5% of the lower explosive limit (LEL). If combustibles gas meter indicates any concentration of flammable vapor, the hot works permit shall not be approved until the person approving the permit:
 - a. Understands the source of the flammable-combustible vapors.
 - b. Can assure that concentration will not increase to a dangerous level while work is underway.
7. When performing hot work overhead, if combustibles could inadvertently be moved into the area, or people enter the area, the area below must be roped off and posted.
8. Where possible, noncombustible barriers should be placed around and under hot works area to confine sparks.
9. A fire watch is a necessary step to implement whenever work is conducted, such as:
 - a. All work in buildings and storage sheds;
 - b. An appreciable amount of combustible material in building construction, contents or insulation is closer than 35 feet to the point of operation;
 - c. An appreciable amount of combustible materials are more than 35 feet away from work but can easily be reached by sparks, embers, etc.;
 - d. Wall or floor openings are within 35 feet of work, including concealed spaces in walls or floors; and/or
 - e. Combustible materials are adjacent to the opposite side of metal partitions, walls, ceilings or roofs and are likely to be ignited by conduction or radiation of heat.
10. Open drains which lead to underground drainage systems, which could contain flammable or combustible vapors, should:
 - a. have testing for the presence of any flammable or combustible vapors done before starting work;

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- b. have drains covered with fire blanket or similar protection to prevent access to sparks even if the atmosphere is safe; and/or
 - c. if determined to contain flammable or combustible vapors, the system must be purged with nitrogen to below 5% lower explosive limit (LEL).
11. In areas immediately hazardous to life, hose masks, hose masks with blowers, or a self-contained breathing apparatus should be used in addition to suitable rescue equipment for confined space entry situations. All breathing equipment should be approved by US Bureau of Mines, NIOSH, or similar approval authority.
12. Employees are required to wear the proper personal protective equipment, such as coveralls, safety goggles, faceshield, welding hood, welding jacket, etc., as demanded by the type of work completed and required by the Hot Work Coordinator and/or Senior Safety QA/QC Manager.

Fire watch:

Having the appropriate extinguishing equipment ready and available and having the individual trained in its use are very important. As a minimum, an extinguisher with a rating of 2A:40BC should be provided. For those jobs where a significant amount of combustibles are present within the 35-foot area, a hose stream up to 1" should be considered by the Senior Safety QA/QC Manager. The fire watch shall be familiar with all equipment for sounding an alarm in event to a fire, and any additional procedures necessary to summon aid.

They should watch for fires in all exposed areas, and try to extinguish them only when within the capacity of the equipment available. If the fire is of such magnitude that it is beyond the capacity of the fire watch to extinguish, the fire watch should summon aid (911).

The watch should be maintained until after the risk of fire has passed. This period should be at least 30 minutes after the completion of the job.

E. Hazard Communications

Purpose:

To ensure that information about the dangers of all hazardous materials used by the Company are known to all affected employees and contractors. A secondary purpose is to comply with the requirements of the OSHA Hazard Communication Standard and corresponding state laws.

Responsibility:

All employees of the company will participate in the hazard communication program and comply with all provisions of this policy. The Senior Safety QA/QC Manager is responsible for maintaining this program and ensuring compliance with all local, state, and federal laws.

Scope:

This policy covers container labeling, material safety data sheets, employee training and information, hazardous non-routine tasks, contractors, list of hazardous chemicals, chemicals in unlabeled pipes and safety procedures.

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Policy:

Container Labeling

1. The Senior Safety QA/QC Manager will verify that all containers received for use will be clearly labeled with the following: 1) contents, 2) the appropriate hazard warning (i.e. flammable), and 3) the name and address of the manufacturer. Existing labels will not be removed or defaced on incoming containers unless containers are to be immediately marked with required information.
2. All materials on site are to be stored in their original container with the label attached.
3. Any material with a label missing or illegible should be reported to the supervisor immediately for proper labeling.
4. Stationary, secondary, or portable containers should be clearly labeled with either an extra copy of the original manufacturer's label or with tile "central stores" generic labels which have a block for identification and blocks for the hazard warning.
5. Signs, placards, or other written materials that convey specific hazard information may be used in place of individual container labels if there are a number of stationary process containers within a work area which store similar contents.
6. Portable containers do not need to be labeled if the chemicals are transferred to labeled containers and used by the employee making the transfer during that shift. No unmarked containers of any size shall be left unattended in the work area.

Safety Data Sheets (SDS)

1. Any product having a hazardous warning on its label requires an SDS.
2. The manufacturer, distributor, or vendor shall provide the SDS for the hazardous product.
3. All SDS's shall be forwarded to the Senior Safety QA/QC Manager and reviewed by the Senior Safety QA/QC Manager and employee using the product to determine safe work practices and personal protection, as needed. The SDS's will be maintained and keep at the following location: ____.
4. The SDS provides 1) chemical information, 2) hazardous ingredients, 3) physical data, such as the potential for fire, explosion, and reactivity, 4) health hazards, 5) spill or leak procedures, 6) special protection and precautions, 7) personal protective equipment needed, and 8) name, address, and phone of SDS preparer or distributor

Employee Training and Information

1. The Senior Safety QA/QC Manager will provide training to employees when hired and routinely thereafter on the hazardous nature of chemical products. Training will include:
 - ☐ The Hazard Communication Policy
 - ☐ Chemicals present in their workplace operations
 - ☐ Physical and health effects of the hazardous chemicals
 - ☐ Appropriate work practices and controls when using chemicals.

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- ☐ Emergency and first-aid procedures
 - ☐ How to read labels and review an SDS to obtain appropriate hazard information
 - ☐ Location of the SDS file and written hazard communications program
2. After attending the training class, each employee will sign a form to verify that they attended the training, received the written materials, and understand the company's policies on Hazard Communication.

Hazardous Non-Routine Tasks

1. Periodically, employees are required to perform hazardous non-routine tasks. Examples of non-routine tasks performed by employees of this company are as follows: Confined space entry, tank cleaning, and painting reactor vessels.
2. Prior to starting work on such projects, each affected employee will be given information by the Senior Safety QA/QC Manager about the hazardous chemical he/she may encounter during such an activity. This information will include specific chemical hazards, protective safety measures the employee can use, and measures the company has taken to lessen the hazards including ventilation, respirators, presence of other employees, and emergency procedures.

Informing Contractors and Others

1. The Senior Safety QA/QC Manager shall advise contractors and other clients of our Hazard Communication Program.
2. Copies of the SDS's for all materials brought onto the site will be made available upon request to each contractor from the Senior Safety QA/QC Manager.
3. The Senior Safety QA/QC Manager will also obtain chemical information from contractors that may expose our employees to hazardous chemicals which they bring into our workplace.

List of Hazardous Chemicals

Attached is a list of all known hazardous substances presently being used. Listed chemicals are denoted as EX for explosive, HT for highly toxic, C-R for corrosive or irritant, and CAR for proven or suspected carcinogen-mutagen in humans or animals. Further information on each chemical can be found by reviewing the SDS's.

Chemicals in Unlabeled Pipes

1. Work activities are often performed by employees in areas where chemicals are transferred through unlabeled pipes.
2. Prior to starting work in these areas, the employee shall contact the Senior Safety QA/QC Manager for information regarding:
 - ☐ The chemical in the pipes.
 - ☐ Potential hazards.
 - ☐ Safety precautions which should be taken.

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Safety Procedures & Recommendations

Work Habits

- ☐ Never work alone in a science laboratory or storage room.
- ☐ Never eat, drink, chew gum or tobacco in a science laboratory or storage room. Do not store food or beverages in the lab environment.
- ☐ Wash hands before and after work in a science lab, and after spill cleanups
- ☐ Restrain loose clothing, long hair, and dangling jewelry.
- ☐ Never leave heat sources unattended.
- ☐ Do not store reagents and/or apparatus on lab bench, and keep lab shelves organized.
- ☐ Never place reactive chemical containers near the edge of a lab bench.
- ☐ Use a fume hood when working with volatile substances.
- ☐ Never lean on a fume hood.
- ☐ Do not use the fume hood as a storage area.
- ☐ Obtain and read the SDS for each chemical before beginning any experiment.
- ☐ Analyze new lab procedures in advance to pinpoint hazardous areas.
- ☐ Analyze accidents to prevent repeat performances.
- ☐ Protection should be provided for not only the lab worker but also the lab partner working nearby.
- ☐ Do not mix chemicals in the sink drain.
- ☐ Always inform co-workers of plans to carry out hazardous work.
- ☐ Record who worked with what, when, and how long in order to allow meaningful retrospective contamination studies.
- ☐ Inform lab occupants about the alarm bell and what to do if it sounds.
- ☐ Carry out regular fire or emergency drills with critical reviews of the results.
- ☐ Have actions pre-planned in case of an emergency, gas shut-off, escape routes, meeting places.
- ☐ Lab personnel should have recent training in first aide, CPR etc.

Safety Wear

- ☐ ANSI approved eye or face protection should be worn continuously.
- ☐ Gloves should be worn which will resist penetration by the chemical being handled and have been checked for pin holes, tears, or rips.
- ☐ Wear a lab jacket or apron.
- ☐ Footwear should cover feet completely: no open-toes shoes or sandals.

Facilities and Equipment

- ☐ Have separate container for trash and broken glass.
- ☐ Never block any escape routes, and plan alternate escape routes.
- ☐ Never block a fire door open.
- ☐ Never store materials in lab or storage aisles.
- ☐ All moving belts and pulleys should have safety guards.
- ☐ Instruct lab personnel in the proper use of the eye-wash fountain, emphasizing rolling of the eyeballs, and turning eyelids "inside-out."
- ☐ Ensure that eye-wash fountains will supply at least 15 minutes of water flow.

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- ☐ Sample breathing air space for measurement of possible contaminants, and keep good records.
- ☐ Regularly inspect fire blankets for rips and holes and keep good records of the inspections.
Regularly inspect safety showers and eye-wash fountains and keep records of inspections.
- ☐ Keep up-to-date emergency phone numbers posted next to the phone.
- ☐ Place fire extinguishers near an escape route, not in a "dead end".
- ☐ Regularly maintain fire extinguishers, maintain records, and train personnel in the proper use of extinguishers through actual fire situations.
- ☐ Acquaint personnel with the meaning of "Class A fire", "Class B fire", etc., and how they relate to fire extinguisher use.
- ☐ Regularly check hood for proper draft also verify that exhaust air from an external hood vent is not re drawn into room air.
- ☐ Secure all compressed gas cylinders when in use and transport them secured on a hand truck. install chemical storage shelves with lips, and never use stacked boxes in lieu of shelves.
- ☐ Only use an explosion-proof refrigerator for lab storage.
- ☐ Have appropriate equipment and materials available for spill control replaced when it becomes dated.

Chemical Storage

- ☐ Do not store materials on the floor.
- ☐ Separately store Organic and Inorganic chemicals.
- ☐ No top or above eye level chemical shelf storage .
- ☐ Shelf assemblies are firmly secured to walls, preferred material is wood.
- ☐ Store acids, poisons, and flammable liquids in separate dedicated cabinets, suggested shelf storage pattern.

Purchasing, Use, and Disposal

- ☐ If possible, purchase chemicals in class-size quantities only. Label all chemicals accurately with date of receipt, or preparation, initialed by the person responsible, and pertinent precautionary information on handling.
- ☐ Generally, bottles of chemicals should not remain unused on shelves in the lab for more than one week, in the store room near the lab unused for more than one month, or in the main stockroom unused for more than one year.
- ☐ Follow all directions for disposing of residues and unused portions of reagents.
- ☐ Properly store flammable liquids in small quantities in containers with a provision for bonding to receiving vessels when the liquid is transferred.
- ☐ Never open a reagent package until the label has been read and completely understood. Have a Material Safety Data Sheet on hand before using a chemical.
- ☐ Prepare a complete list of chemicals of which you wish to dispose.
- ☐ Classify each of the chemicals on the disposal list into a hazardous or non-hazardous waste chemical. (Check with the local environmental agency office for details.)
- ☐ Unlabeled bottles (a special problem) must be identified to the extent that they can then be classified as hazardous or non-hazardous wastes. Some landfills will analyze a mystery bottle for a fee, if it is shipped to the landfill in a separate package, labeled as a sample, and

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accompanied by a letter also identifying it as a sample, with instructions to analyze the contents sufficiently to allow proper disposal.

Substitutions

- ☐ Reduce risk by diluting substances instead of using concentrates.
- ☐ Use films, videotapes, and other methods rather than experiments involving hazardous substances.
- ☐ Undertake all substitutions with extreme caution.

Types of Protection

1. **Head Protection** -The wearing of approved non-conductive safety hats is mandatory in all construction areas **100% of the time**. Refer to ANSI Z89.1 Safety Requirements for Industrial Head Protection. **No exceptions!**

Helmet Selection

Proper helmet selection is critical in preventing head injuries from occurring. Each type and class of helmet is intended to protect against specific hazards. The Senior Safety QA/QC Manager, or his/her delegate, is responsible for making sure employees wear the proper helmet.

The following types and classes of protective helmets are available: Type

1 - helmets with full brim, not less than 1¼ inches wide;

Type 2 - brimless helmets with a peak extending forward from the crown. For

industrial purposes, three classes are recognized;

Class A - general service, limited voltage protection; Class

B - utility service, high-voltage protection; and Class C - special service, no voltage protection.

Helmets under Class A are intended for protection against impact hazards. They are predominately used in manufacturing, construction, shipbuilding, tunneling, lumbering and mining industries.

Class B utility service helmets protect against impact and penetration from falling objects and from high-voltage shock and burn. They are used mostly by electrical workers.

Class C helmets are designed specifically for lightweight comfort and impact protection. They are typically manufactured from aluminum and offer no dielectric protection. Class C helmets are often used in construction and manufacturing occupations, oil fields, refineries, and chemical plants.

All helmets should be water-resistant and made of slow burning material when exposed to heat. The helmet type should be located inside the shell along with the manufacturer's name, ANSI designation, and class.

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Helmet Fit

A properly fitting helmet should be snug on the head. The helmet's headband should be adjusted accordingly to receive the proper fit. When the headband is adjusted properly, it provides sufficient clearance between the shell and headband.

Helmet Inspection and Maintenance

Manufacturer's specifications should be followed with regard to the proper cleaning methods. Helmets should be cleaned by dipping them in hot, soapy water. They should then be scrubbed and rinsed in clear, hot water. After rinsing, the shell should be carefully inspected for signs of damage. It is the employee's responsibility to keep their helmet clean.

All components, shells, suspensions, headbands, sweatbands, and accessories should be inspected daily for dents, cracks, penetration, or any other damage that might reduce the original degree of safety. Damaged helmets should be replaced immediately.

2. Eye and Face Protection - Safety glasses with side shields should be provided by the Contractor and are mandatory at all times.

- a. All construction areas require 100% eye protection at all times. Minimum eye protection includes approved safety glasses with side shields or mono-goggles meeting the standards specified in ANSI Z87.1-1968.
- b. Additional eye and face protection should be used by employees when:
 1. Welding, burning, or using cutting torches
 2. Using abrasive wheels, grinders, or files
 3. Chipping concrete, stone, or metal
 4. Working with any materials subject to scaling, flaking, or chipping
 5. Drilling or working under dusty conditions
 6. Sanding or water blasting
 7. Waterproofing
 8. Using explosive actuated fastening or nailing tools
 9. Working with compressed air or other gases
 10. Working with chemicals or other hazardous materials
 11. Using chop, chain, or masonry saws
 12. Working near any of the above named operations

To protect from injurious light radiation, all affected employees should use equipment with filter lenses. The following chart outlines appropriate shade numbers for various operations. Selection There are different types of eye and face protection designed for particular hazards. In selecting protection, consider type and degree of hazard. Where a choice of protection is given, worker comfort should be the deciding factor in selecting eye protection.

Employees who use corrective eye glasses should wear face shields, goggles, or spectacles of one of the following types:

- ☐ Spectacles with protective lenses providing optical correction;

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- ☐ Goggles or face shields worn over corrective spectacles without disturbing the adjustment of the spectacles; or
- ☐ Goggles that incorporate corrective lenses mounted behind the protective lenses.

Fit

Skilled persons should fit all employees with goggles or safety spectacles. Prescription safety glasses should be fitted by qualified optical personnel.

Inspection and Maintenance

Eye protection lenses should be kept clean at all times. Continuous vision through dirty lenses can cause eye strain. Daily inspection and cleaning of eye protection with hot, soapy water is also recommended. Pitted lenses should also be replaced immediately as they can be a source of reduced vision. Deeply scratched or excessively pitted lenses are also more likely to break. Employees are responsible for taking care of their eye protection. They are also responsible for turning in eye protection that is in poor shape to their immediate supervisor.

3. **Respiratory Protection** - Respiratory protection devices approved by the U.S. Bureau of Mines should be provided by the Contractor and worn by employees exposed to hazardous concentrations of toxic or noxious dust, fumes or mists as required by OSHA. The Hazard Communications Program should include respiratory protection programs. Refer to the Respiratory Protection Program of this manual for more information.
4. **Hearing Protection** - Exposure to high noise levels can cause hearing loss or impairment and can create physical and psychological stress. There is no cure for noise-induced hearing loss, so the prevention of excessive noise exposure is the only way to avoid hearing damage. Specifically designed protection is required, depending on the type of noise encountered and the auditory condition of each employee.

The Senior Safety QA/QC Manager, or his/her delegate, is responsible for providing appropriate hearing protection to employees. Pre-formed or molded earplugs are the best form of hearing protection. They should be individually fitted by a professional. Waxed cotton, foam, or fiberglass wool earplugs can also be used as hearing protection. When used properly, they work as well as most molded earplugs. Disposable earplugs should be discarded after usage. For proper protection, non-disposable earplugs should be cleaned after each use. Plain cotton should not be used as it does not effectively protect against hazardous noises.

5. **Foot and Leg Protection** - Work shoes/boots are to be worn by all employees. Tennis shoes, sandals, docksiders, hush puppies, steel toed sneakers and bare feet are prohibited. In addition to safety shoes, canvas or leather leggings and spats should be worn by welders, metal lancers, or anyone working around molten metal.
6. **Glove and Hand Protection** - Gloves provided by the Company should be worn when handling objects or substances that could cut, tear, burn, or otherwise injure the hand. Gloves should not be used when operating drill presses, power saws, or similar rotating machinery.
7. **Clothing** - Wear safe and practical working apparel. Be sure that any clothing you wear is not highly flammable. Neckties and loose, torn or ragged clothing should not be worn while

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operating lathes, drill presses, reamers and other machines with revolving spindles or cutting tools. Jewelry of any kind should not be worn when working around machinery or exposed electrical equipment.

8. **Hair** - Employees wearing long hair, beards, or mustaches will not work with rotating machinery or equipment, or use respiratory equipment, if their hair, beard, or mustache constitute a potential hazard. Judgment will be made by the immediate supervisor and reviewed by the Senior Safety QA/QC Manager.
9. **Other Personal Protective Equipment** - Other required equipment to be used under unusual circumstances such as high temperature work, handling corrosive liquids, etc., not specifically covered in this section should be reviewed by the Senior Safety QA/QC Manager and furnished by the Company when required.

I. Smoking Policy

Purpose

To establish guidelines whereby the Company provides a smoke-free work environment for our employees and is in compliance with all federal and state Indoor Clean Air Acts.

Scope

This policy applies to all employees, vendors, visitors, and contractors.

Policy

1. Smoking is **prohibited throughout the building** unless clearly posted as "Smoking Permitted" area.
2. Employees will refrain from smoking in any company vehicles with non-smokers in the vehicle.

Discipline

All employees share in the responsibility for adhering to and enforcing the policy. In all cases, the right of the non-smoker to protect his/her health and comfort will take precedence over an employee's desire to smoke. Employees who violate this policy may receive a written safety violation notice and may be disciplined, up to and including termination of employee, based on the severity of the violation.

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Acknowledgment Form

I hereby acknowledge receipt of the National Roofing Partners Substance-Abuse Policy regarding drugs and alcohol.

My signature acknowledges my understanding and concurrence with the procedures outlined in the above referenced policy. It is my consent to submit to medical testing, including but not limited to giving urine, breath, blood, sweat, and/or saliva sample(s) to be used for drug and alcohol analysis under the conditions outlined in the policy.

In connection with and consistent with the provisions of the Substance-Abuse Policy:

(1) I authorize the release of any urine, breath, blood, sweat, and/or saliva sample(s) and the results of any tests and examinations performed thereon to the company and any doctor, medical personnel, hospital, medical center, clinic, etc., or any representatives with whom they may choose to consult regarding the sample tests or examination results. I will be given an opportunity to explain a positive test result to the Medical Review Officer before the test result is reported to the company as a verified positive test result.

(2) I understand that the test results may be released by the company to applicable state unemployment agencies and to the company's workers' compensation insurer(s), where permitted or required by law. I understand that if I test positive for drugs or alcohol following an on-the-job accident or refuse to submit to any drug and/or alcohol test required by this policy, I may be ineligible for workers' compensation and/or unemployment benefits.

(3) I understand that refusal to submit to any test required by this policy, a positive test result, or refusal to authorize the release of the results is grounds for disciplinary action up to and including termination of employment.

I recognize that the company's policy on drugs and alcohol does not constitute an expressed or implied contract of employment.

EMPLOYEE NAME _____ SOCIAL SECURITY NO. _____
(Printed)

EMPLOYEE SIGNATURE _____ DATE _____

WITNESS SIGNATURE _____

DATE _____

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ADDENDUM A - Fall Protection Program

Fall Hazard Management Scope

This program provides the requirements for personal fall hazard management when personnel are working at

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elevated locations 6' or higher above a lower surface. Working is defined as all activities including traversing, climbing, descending, and performing job tasks.

Preferred Order of Fall Hazard Management

Primary fall prevention systems are the **preferred** choice for performing work at elevated locations. These systems provide walking and working surfaces that are free from floor/wall openings and are equipped with standard guardrail systems on all open sides. In most cases, primary fall prevention systems are sufficient fall prevention methods in themselves and do not require the use of additional (secondary) fall protection systems such as personal fall arresting systems.

All personnel performing work at elevated locations (i.e., at or above 6') and supervisors of such personnel shall consider ways in which to address fall hazards in the following order:

Fall Elimination

Eliminate the need for elevated work through procedural changes, modifications, alternate construction techniques, etc.

Fall Prevention

Prevent the potential of falling by use of an approved permanent work platform with appropriate handrails and other safeguards.

Use an approved aerial lift.

Build an approved temporary platform (scaffold) or use an approved temporary access way (temporary walkway with approved top and mid-rails).

Consider methods of construction such that equipment can be connected or installed while on the ground to eliminate elevated work.

Consider installing fall prevention devices such as guardrails on the work pieces while on the ground to facilitate fall prevention.

Personal Fall Arresting Systems

Manage the risk of a fall by means of approved personal fall arresting systems (e.g., a full body harness and lanyard attached to an appropriate anchor point).

Consider installing engineered anchor points if fall hazard elimination is not feasible.

Personnel Requirements

All personnel shall:

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- A. Wear a full body harness and shock-absorbing lanyard (or be secured to a retractable lanyard) when working at an elevation of six feet or more above the grade, floor or approved work surface (e.g., platforms and scaffolds) or when working in motorized aerial lifts, or crane suspended baskets. The six-foot distance shall be measured from the grade, floor, or approved work surface to the person's feet.
- B. Inspect all fall arresting equipment, including harnesses and lanyards, prior to each use.
- C. Remove affected fall arresting equipment from service when a fall occurs and notify the immediate supervisor. The supervisor shall red tag the fall arrest equipment.
- D. Use of fall protection systems will be under the supervision of the fall protection Competent Person (the "Competent Person") specifically designated for the project.
- E. It is the policy of NRP that all personnel shall be 100% tied off whenever working 6' or higher above a lower surface (with the exception of ladders). This will necessitate the use of double lanyards.

Training

All personnel performing work at elevated conditions and supervisors shall:

- 1. Be trained in the use, inspection and maintenance of all fall arresting systems.
- 2. Demonstrate competency in initial training.
- 3. Undergo refresher training at a minimum of every year.

All training shall be provided under the direction of the Competent Person.

Documentation of the initial and refresher training shall be maintained with the employee's other training. A guideline for training is included in this section.

Personal Fall Arresting System

Personal fall arresting systems shall consist of the following:

- 1. A full body harness – A full body harness is required to properly distribute forces to minimize injury to the body in the event of a fall. The harness must be ANSI (American National Standard Institute) approved under ANSI Z359.1-2007. Safety belts are NOT to be used for fall protection. They are to be used for positioning only.
- 2. A shock absorbing lanyard (unless tied off to a retractable lanyard) maximum four feet in length.
- 3. An anchor point: The anchor point is the tie-off connection device to which the lanyard is attached. Anchor points are independent of any anchorages used to support or suspend platforms. Anchor points shall safely support a minimum of 5,000 pounds per person; or be

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designed, installed and used as part of a complete fall protection system that maintains a safety factor of two and is used under the supervision of the competent person. The anchorage shall be installed in manner that prevents accidental disengagement from support structures. It may be either a pre-engineered device such as an installed eyebolt, slide rail, or cable arrangement, or may be an existing structure. Note: Anchor points for horizontal lifelines may require anchorage strengths greater than 5,000 pounds.

4. The personal fall arrest systems, when stopping a fall shall:
 - a. Limit the maximum arresting force on an employee to 1,800 pounds;
 - b. Be rigged to limit the free fall to a maximum of 4 feet or contact with a lower surface;
 - c. Where practicable, the anchor end of the lanyard shall be at the waist or above;
 - d. Bring the employee to a complete stop and limit maximum deceleration distance to 3.5 feet; and
 - e. Have sufficient strength to withstand twice the potential impact energy of an employee falling 6 feet, or the free fall distance permitted by the system (whichever is less).

Full Body Harness & Shock Absorbing Lanyards

To ensure the integrity of the equipment being used and success of the Fall Protection Program, the following shall be strictly adhered to:

- Only full body harnesses/shock absorbing lanyard systems approved by the subcontractors Competent Person may be used on any project.
- Lanyards shall be of the double and shock absorbing type when used for fall protection.
- Shock absorbing lanyards shall only be used for fall protection and are never to be used for positioning or material transport.
- The shock-absorbing lanyard shall be secured to the D-ring located on the back of the harness between the shoulder blades.
- D-rings located at the waist may only be used for positioning or with ladder climbing devices.
- Full body harnesses/shock absorbing lanyards shall be attached to an anchorage point capable of supporting an impact load of 5,000 pounds or twice the potential impact load of the complete fall protection system.
- Snap hooks attached to shock absorbing lanyards shall be of the double action/locking type design. Simple spring resistant snap hooks shall not be used for fall protection.
- Employees using a full body harness and shock-absorbing lanyard shall inspect them for wear, damage and other deterioration prior to each use.
 - ③ Check all equipment for wear, damage, mold, and/or mildew distortion.
 - ③ Make sure no straps are cut, broken, torn or scraped.
 - ③ Check for damage from fire, acid or other corrosives.

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- ③ Hardware should be free of cracks, sharp edges or burrs.
 - ③ Snap hooks should close and lock tightly.
 - ③ Buckles should work properly.
 - ③ Check ropes for wear, broken fibers, pulled stitches and discoloration.
 - ③ Make sure lifeline anchors and mountings are not loose or damaged.
- The Competent Person shall inspect all full body harnesses and shock absorbing lanyards at least monthly with documentation generated.
 - Defective full body harnesses and shock absorbing lanyards should be tagged "**DEFECTIVE - DO NOT USE**" and immediately removed from service.
 - Full body harnesses and shock absorbing lanyards subjected to impact loading shall be immediately removed from service and shall not be used again for employee protection.

Donning/Doffing Full-body Harness

1. The harness should be visually inspected prior to each use. Hold the harness by the back D- ring and shake to allow the straps to fall in place. Check for any wear or defects.
2. To wear the harness properly:
 1. Unbuckle any buckled straps and slipping straps over the shoulders so the D-ring is located in the middle of the back.
 2. Connect the waist strap, tightening without binding.
 3. Pull the buckle portion of the leg strap between the legs and connect it to the opposite end of the leg strap. Repeat this step with the second strap.
 4. After all the straps have been buckled, tighten all friction buckles so that the harness fits snug but allows full range of movement.
 5. If the harness contains a chest strap, pull the strap around the shoulder strap, fasten in the mid-chest area and tighten to keep shoulder straps taut.
3. To remove the harness, reverse the above procedures.

Anchorage Points

An anchorage point must be capable of supporting 5,000 pounds per worker or a safety factor of 2 for a complete system (which ever is greater). In some cases (e.g., horizontal lifelines) anchor points greater than 5,000 pounds will be needed. OSHA regulations state that a single anchorage connector can be used only for one fall arrest system, unless the anchorage connector is certified for multiples of the 5,000 pounds rating. The strength of a personnel fall arrest system is based on it being attached to an anchorage system that does not reduce the strength of the system.

1. Make sure the anchorage is strong enough to withstand the fall-arrest force.

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2. Inspect the anchorage for damage before hooking up.
3. Ensure that there are no obstacles under the area where a worker will fall.
4. When selecting your anchor, allow for the free-fall distance, the deceleration distance of your equipment and any distance your lifeline stretches. Check the manufacturer's data for equipment stretch and deceleration distances. A maximum deceleration distance of 3' (feet) is needed. Remember, the farther your attachment to the lifeline is from the line's anchor, the more the line can stretch.
5. A shorter free-fall reduces your chance of falling into obstacles, being injured by fall-arrest force and damaging your equipment. There are two ways to limit free fall:
 - Use a shorter lanyard between the lifeline and your body belt or harness.
 - Reduce the amount of slack in your lanyard by raising your tie-off point if a lifeline is used. Your tie-off to the lifeline or anchor should be level with or higher than the connection to your belt or harness.
NEVER rig a system that would allow you to free- fall more than four feet.
6. Tying-off means connecting your harness to a secure anchor point by means of fall protection system components such as lanyards. Tie-off before you get into a position from which you could fall. Follow manufacturer's and Competent Person's instructions on the best tie-off methods for your equipment.
7. Do not wrap lanyards around H or I beams; use a webbing lanyard or a beam wraps.
8. Double locking snap hooks help prevent rollout - when the snap hook opens accidentally. Snap hooks must be sized to be compatible with the connectors to which they are attached. Connectors shall be forged, pressed or formed steel with a corrosion-resistant finish, and all surfaces shall be smooth to prevent damage to the interfacing parts of this system.
9. To avoid rollout:
 - Do not attach your hook to anything that could press it open.
 - Do not attach two snap hooks to each other.
 - Unless you have locking hooks designed for the following connections, do not attach your hook in any of these ways:
 1. Directly to a horizontal lifeline.
 2. Directly to webbing, rope or wire rope.
 3. Back onto its own lanyard.
 4. To a D-ring that has another snap hook or other connector attached to it.
 5. To any object whose size or shape would allow it to depress the snap-hook keeper.
 - D-rings should be large compared to hooks, so that the ring will reach beyond the hook's keeper, rather than press against it. After you've attached any snap hook, make sure it is tightly closed and rollout is impossible.

Positioning Device Systems

Work positioning systems are sometimes required for specialized tasks such as tower work. A positioning

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system is designed to hold and sustain a worker and limit free fall to 2 feet or less.

Personnel using positioning systems must adhere to the following:

1. Personal positioning belts and lanyards will only be allowed after they have been inspected and found acceptable by the Competent Person.
2. Each employee shall inspect his or her positioning devices prior to each use for wear, damage, deterioration and defective components. Any deficient components will be removed from service and given to the Competent Person.
3. Positioning belts of any kind shall not be used as fall protection systems at any time.
4. Work positioning lanyards are to be attached to D-rings at the waist belt location and be supported by an appropriate work belt/harness. Positioning lanyards shall not be of the shock absorbing type and shall not be used for fall protection.
5. The positioning type lanyard shall limit fall potential to two feet (2') or less.
6. The positioning lanyard must always be backed up by a properly secured shock absorbing fall protection lanyard or retractable lifeline for work at or above 6' above a lower level.
7. While ascending or descending towers or other structures, 100% fall protection shall be maintained by utilizing the shock absorbing double lanyard system or retractable lifeline reels.
8. Snap hooks on positioning lanyards shall be of the double action/locking type design. Simple spring resistant hooks shall not be used.
9. All positioning belts/harnesses and lanyards shall be inspected at least monthly by the Competent Person.
10. Defective positioning belts/harnesses and lanyards shall be tagged **"DEFECTIVE - DO NOT USE"** and immediately removed from service.
11. Positioning devices shall be secured to an anchorage capable of supporting at least twice the potential impact load of an employee's fall or 3,000 pounds, whichever is greater.

Lifeline Systems

Lifeline systems are points of attachment for fall protection lanyards and harnesses. Lifelines may be mounted either vertically or horizontally and provide fall protection for personnel working in elevated areas.

1. Lifelines shall not be used for any other purpose than fall protection.
2. Lifelines shall be protected against being cut or abraded (i.e., softeners around lifelines at anchorage point).
3. Lifelines shall be inspected by the Competent Person at least weekly to ensure system and equipment integrity.
4. Lifeline Placement/Installation
 - Use a complete system or the project will be required to design and engineer a system for their particular needs. Approved engineered drawings must be kept on file at the project. All engineered systems must be stamped by a registered professional engineer.

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- Lifelines must be installed and used under the supervision of the Competent person.

5. Horizontal Lifelines

- Horizontal lifelines shall be designed, installed and used under the supervision of the Competent Person, as a part of a complete personal fall arrest system or engineered system, which maintains a safety factor of at least two. Approved engineered drawings must be kept on file at the project. All engineered systems must be stamped by a registered professional engineer.
- If multiple persons are to be tied off to a cable, the cable and the anchor points are to be designed such that the system can withstand all personnel falling simultaneously.
- Cable systems shall be designed so that deflection cable is minimal in the event of a fall.
- No more than 3 people can be tied off to horizontal lifelines between anchor points.
- Softeners shall be used where lifelines contact sharp edges such as beam flanges.

6. Vertical Lifelines

- Must have a minimum breaking strength of at least 5,000 pounds.
- Each employee shall be attached to a separate lifeline.
- Lifelines shall be protected against being cut or abraded. Softeners shall be used where lifelines contact sharp edges such as beam flanges.
- Use a complete system or the project will be required to design and engineer a system for their particular needs. Approved engineered drawings must be kept on file at the project.
- Only the Competent Person will be allowed to supervise installation.

7. Retractable Lifelines

Retractable lifelines are devices that when properly used, will serve to stop the free fall of an employee prior to the employee striking a lower surface. These are ANSI approved devices that include self-retracting web lanyards and retractalocks ("yo-yo").

- Retractable lifeline devices shall be attached to an anchorage point capable of supporting 3,000 pounds where the free fall distance is limited to 2 feet or 5,000 pounds where the free fall distance is not limited to 2 feet.
- Attachment of these devices shall be performed using shackles and wire cable chokers; rope is NOT allowed.

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- All slings, chokers, and shackles shall be inspected by the Competent Person daily with monthly documentation.
- Each retractable lifeline device shall be equipped with a rope tag line for extending the device to elevations below the point of attachment.
- A D-ring extender shall be attached to the back D-ring of the harness for connection to the retractable lanyard.
- Retractable lifelines shall be used to provide a fall protection system for structural steel work during erection, and prior to installation of other fall prevention/protection systems.
- Retractable lifeline systems shall be inspected, by a Competent Person, at least monthly.
- Retractable lifelines devices shall only be installed by or under the direction of the Competent Person.
- Retractable lifeline shall be attached directly to the full body harness. Attachment to a shock-absorbing lanyard is not permitted.

8. Rope Grabs

Rope grabs are an ANSI-approved fall arresting device designed to slide along a vertical rope. Synthetic fiber rope with a minimum tensile strength of 5,000 pounds shall be used as the lifeline.

When feasible, the rope grab shall be at or above waist level.

Inspection

All fall arresting equipment must be visually inspected by the user prior to first use and daily. Fall arresting equipment inspections shall be documented upon first use and at least monthly. If defective conditions are found, remove the item from service immediately and notify your supervisor for appropriate disposition of equipment.

Some mechanical devices, such as the Retractalock or Ropegrab, may require additional certification per the manufacturer's instructions. These devices shall be returned to the manufacturer or designated representative, at the specified intervals for this certification. The owner of this type of equipment shall ensure these inspections are completed and documented.

Maintenance/Storage

Harnesses may be wiped with a soapy sponge using a brisk back and forth motion. Rinse thoroughly and completely with clear water and hang up to air dry.

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Fall arresting equipment shall be hung up or placed loosely in a clean, dry area. Fall arresting equipment shall not be kept on the floor.

Work Practices

This section covers special requirements associated with using personal fall arresting equipment.

Climbing

Do not carry tools or other materials in your hands while using ladders or otherwise climbing. Tools and materials shall be carried in a tool belt or lifted by a rope secured to a bucket and hoisted to the work site.

Take special precautions when wet, icy or other slippery conditions exist.

Climb stairs such that at least one hand is free to use the handrail. Do not use both hands to carry tools or materials.

Climbing on equipment such as drill rigs, cranes, on top of mobile equipment, or any other equipment not specifically designed for climbing, unless rigged with fall protection, should be avoided. Climbing on equipment not capable of supporting body weight is not permitted. Climbing of vertical beams is not permitted.

Lanyard & Anchor Points

Use a double lanyard to achieve 100% tie-off at all times.

When not in use, lanyards should be wrapped around the body and attached to the harness to prevent tripping or snagging. Do not drag the lanyard.

Attach lanyards to the best available anchor point capable of holding 5,000 pounds, preferably an engineered anchor point. Do not attach to any piping unless it has been engineered to hold 5,000 pounds.

Choose an anchor point where attachment can be done without causing loss of balance or a body position that would increase the risk of a fall.

Anchor points should be at least shoulder high and overhead, to reduce fall distance. Anchor points should be free of sharp edges to avoid cutting the lanyard. When securing around a beam, or other edged anchor point, a protective edge guard or beam wrap should be used to prevent abrasions.

Do not tie knots in lanyards. This will reduce the strength of the lanyard. Do not wrap lanyards around beams, pipes, etc; use a beam wrap.

Fall Hazard Requirements for Specific Work

WORK ON DESIGNED ACCESS WAYS/WORK SURFACES

Permanent Platforms & Approved Scaffolds

No personal fall arresting equipment is required when working on a platform/scaffold with proper handrails, mid-rails, toe boards, and work surface. This does not apply to man lifts, scissor lifts or man baskets.

When a person performs work outside of the guarded area, they must use a personal fall arrest system.

Caged Ladders <30', Fixed Ladders <20', Fixed Step Platforms

A personal fall protection system is not needed when climbing.

Do not carry tools or other materials in hands while climbing ladders.

Use the handrails on stairs. Do not carry materials in both hands.

If task is to be performed while on these designed access ways, use a personal fall arrest system.

Fixed Cage Ladders >30', Fixed Ladders not caged >20'

A personal fall arrest system, such as a rail system mounted on the ladder, or a retracting device mounted above the ladder is needed.

Portable Extension/Straight Ladders, Portable Step Ladders, Portable Step Platforms

Secure extension/straight ladders to fixed structure or anchor point.

If needed, secure portable stepladders to fixed structure or appropriate anchor point.

Do not carry tools or other materials in hands while on ladders.

If task is to be performed while on these access ways, then use a full body harness and secure the lanyard to appropriate anchor point.

WORK ON ROOFS (TANK AND BUILDINGS)

Flat Roofs

Approved hand and mid-rails around the roof and/or work area are considered approved fall prevention. A personal fall arrest system is not required as long as personnel are inside the handrails.

If structural integrity of the roof is known and acceptable, and work does not occur within 6 feet of the roofs edge:

Appendix 2 - Safety Plan

1. Personnel are not required to wear a personal fall arrest system.
2. The work area shall be barricaded or roped off.
3. Personnel shall travel directly from the point of entry to the work area and minimize time near the roofs edge.
4. For all other situations, including working within 6 feet of an unguarded roofs edge, an approved fall arresting system must be used.

MOBILE CRANE DECKS

Do not carry tools or other materials in hands while climbing onto or descending from equipment.

Utilize designed access ways to access the deck and cab.

Keep surfaces free of oil and grease.

For work, which requires personnel to leave the deck (i.e. boom assembly), use of a personal fall arrest system is required when the fall potential exceeds 6 feet.

Personal Fall Protection Inspection Guidelines

A. WEBBING/ROPE, HARNESS, LANYARD, CABLE

Carefully check webbing at attachment points to buckles and "D" rings.

Check the shock absorbing section of the lanyard for ripped stitches.

B. BUCKLES, "D" RINGS, CONNECTORS, RETRACTALOCK, ROPELOCK

Check for:

Rough, sharp edges

Corrosion

Dents, distortions. Do parts move freely.

The clasp on Ropelock or RetractableLock should stop with a quick pull.

C. SNAP HOOKS; RIVETS; GATE LOCKING; KEEPERS; GATE KEEPER; SPRING CONNECTORS

Ensure snap hook is double locking and moves freely.

Check for gaps in closure, sharp edges, burrs, distortion, cracks, corroded surfaces, and/or pitted surfaces.

Appendix 2 - Safety Plan

D. LABELS

Each harness and lanyard should have a label showing manufacturing date.

Most manufacturers require harness/lanyards to undergo more thorough inspection at periodic intervals, i.e. monthly. Understand your manufacturer's requirements.

What to Do in Case a Fall Occurs

If a fall occurs, any employee hanging from a fall-arrest system must be rescued safely and quickly. The goal for rescue is within 6 minutes. Subcontractors must provide for fast rescue of fall victims, which may include any or all of the following:

- ▢ Equipment that lets the victim rescue himself
- ▢ A system for rescue by co-workers
- ▢ A way of calling a trained rescue squad.

All good rescue systems involve advance planning. Before there is any risk of a fall, make sure you know the rescue plan for the specific site. Find out what rescue equipment is available and see where it is located. This can include ladders, hoists and man lifts. Learn how to use equipment for self-rescue and the rescue of others.

Call for help. Know whom to call for outside help and the fastest way of reaching them. You may have to call the fire department, rescue squad and medical services. Any needed phone numbers must be posted at the jobsite.

Several things should be done during the rescue:

1. Provide fall protection for the victim and his/her rescuers.
2. Communicate with the victim and monitor him/her constantly.
3. Call any special rescue services when needed.
4. Other steps to take will depend on the circumstances. Some possibilities include:
5. Getting to the victim with rescue equipment, if this can be done safely.
6. Using ropes or a litter basket to lower him/her.
7. Moving the victim carefully, so that you don't make head, neck, or back injuries worse.

If a fall occurs, all components of the fall arrest system should be removed from service and turned over to the supervisor. A fall can substantially decrease the strength of all parts of the system; so all components should be replaced after a fall.

FALL PROTECTION TRAINING GUIDELINES

Subcontractors will assure that each of their employees has been trained, as necessary, by the Competent Person in the following areas. Training must be completed before the employee is assigned to work that requires fall protection. Training subjects include:

1. The nature of the fall hazards in the work areas.

Appendix 2 - Safety Plan

2. Personal protective gear worn by workers performing the job.
3. Connective devices that attach to the workers' protective gear, such as lanyards, rope grabs and retractable lifelines.
4. Anchoring devices that support the entire weight of the system. Contact the Project Superintendent or Safety Director if you have concerns about the anchor points.
5. The use and operation of guardrail systems and other fall protection methods specific to the project (e.g., platforms and scaffolds).
6. The correct procedures for the handling and storage of equipment and materials and the erection of overhead protection.

Retraining in fall protection must be conducted anytime there is a reason to believe that an employee does not have the necessary knowledge and skills to comply with the program.

Appendix 3 - Quality Assurance (QA)/Quality Control (QC) Program

APPENDIX 3 - Quality Assurance (QA)/Quality Control (QC) Program

National Roofing Partners will implement a comprehensive QA/QC Program consistent with Roofing Products and Services & JOC contract requirements.

A summary of specific elements of our QC/QC Program are provided below.

Monitoring of Work:

National Roofing Partners Partner Superintendent will continually inspect ongoing delivery-order work by implementing inspection for each definable feature of work so deficiencies are not overlooked and performance is in compliance with the contract and our self-imposed quality standards.

The Superintendent, in conjunction with National Roofing Partners Project Manager, will have responsibility for reviewing compliance with drawings and specifications. In general, re-work or changes that alter existing engineering drawings or specifications are required to be authorized in advance of performance by the Superintendent and the TCPN member. Construction work, including work performed by subcontractors, will be recorded on the QC Report as required.

This process begins with a meeting conducted by the Superintendent. The meeting will facilitate review of critical contract requirements, plans and applicable specifications. Elements are listed below.

- Certification that materials and/or equipment are on-site, as submitted and approved, for the definable feature of work
- Evaluation of required testing procedures
- Review of contract drawings
- Review of applicable specifications, reference codes and standards
- Assessment of hazards that may be encountered
- Review of inspection procedures for compliance
- Examination of work areas
- Discussion of initial control phase
- Inspection of required materials
- Review of proper sequencing of work
- Discussion of workmanship and quality standards
- Review of policies and procedures for controlling quality performance
- Analysis of deficiency trends as related to the definable feature of work
- Identification of potential safety hazards
- Review safety requirements and compliance with identified activity hazards
- Verification of TCPN members' approval on work to be performed

The Superintendent will perform daily observations of work progress in the follow-up inspection phase to review contract compliance and workmanship. Inspection results will be recorded on the QC Report and will include identification of deficiencies, as necessary. Work not in compliance with contract specifications or quality standards will require corrective action to bring the work into conformance. Deficiencies are corrected prior to beginning the next definable feature of work.

Documentation of Deficiencies and Corrective Action

Upon identification of non-compliant work, the Superintendent takes corrective action to resolve the issue before it becomes a problem and affects the outcome of the project. The non-compliant work is recorded on the QC Report and is transmitted to TCPN members on a weekly basis. Once the deficiency is corrected, further documentation is recorded on the QC Report to demonstrate

Appendix 3 - Quality Assurance (QA)/Quality Control (QC) Program

resolution. When material, equipment or workmanship does not conform to contract requirements, the Superintendent also initiates a Discrepancy Report and furnishes copies to all parties.

Additional QA/QC Reporting

The Superintendent maintains current records of QC activities and tests. Our records cover conforming and defective features of work of in-house crews, subcontractors and suppliers and include a statement that supplies and materials incorporated are in full compliance with the terms of the contract. QC documentation also includes the items listed below.

Records indicate subcontractor performance, the number of personnel on-site, weather conditions and delays encountered. An original and one copy of these records on an appropriate form are furnished to TCPN members upon request. The Superintendent is responsible for preparing, signing and dating the form for transmittal to TCPN members. The Superintendent will provide proper documentation to TCPN members on standardized forms.

The QC Report is used by the Superintendent to report daily QC activities of the prime contractor and subcontractors. This form is submitted to TCPN members weekly. The QC Report and attachments are submitted in duplicate on the first working day following the day covered by the report. The Superintendent's reports contain notations specifically defining the specifics of each day's activities and notes compliance or non-compliance with previous phases, when applicable. Additional documentation used by the Superintendent includes Materials Certification and Daily drawing of work performed.

The National Roofing Partners Partner Superintendent conducts various meetings to facilitate communication throughout the project to include subcontractors and TCPN members. At a minimum, the following meetings will be scheduled to communicate project requirements, workmanship and safety standards:

- QC Plan Acceptance Meeting – The purpose of this meeting is to discuss our policies and procedures for quality throughout phases of performance—inception to completion. In addition, the responsibilities and authorities of the Superintendent will be defined and presented to establish a clear and open line of communication regarding quality issues. Details discussed during this meeting will be integrated into our comprehensive QC Plan and provided to TCPN members.
- Prior to beginning work, this meeting will review required preparatory items. During this meeting, quality expectations will be defined and reviewed by the project team for compliance with contract requirements. Specific safety concerns related to the definable feature of work will also be addressed in an effort to prevent incidents. This will include the identification of hazards that may be encountered on a specific jobsite.
- Pre-Job Meeting – This meeting will take place at the beginning of a definable feature of work and include initial phase agenda items. TCPN members will be notified in advance of preparatory and initial inspection phase meetings. Attendees will include the Superintendent as well as critical subcontractors. Meeting minutes will be prepared by the Superintendent and provided to TCPN members with the QC Report.

Appendix 4 - Subcontracting Plan and/or Explanatoin of Applicable Affiliate Relationships

APPENDIX 4 - SUBCONTRACTING PLAN AND/OR EXPLANATION OF APPLICABLE AFFILIATE RELATIONSHIPS

National Roofing Partners is a professional roofing trade organization, comprised of over 60 independent commercial roofing companies throughout the U.S. This affiliation recognizes the need for complete regional/national coverage of consistent superior service from the most reputable, trustworthy, independent roofing contractors in the industry.

National Roofing Partners members are required to be a business that is actively engaged in the roofing and waterproofing contracting industry. In addition, members must meet the following criteria:

- independently-owned and operated;
- recognized in the industry as consistently providing an elevated level of customer service;
- maintain membership in the National Roofing Contractors Association (NRCA);
- have maintained a record of stability during its years of operation;
- have demonstrated high standards of ethical business conduct;
- have been in business in the roofing and waterproofing contracting industry for not less than ten years;
- have experienced construction personnel in its employ;
- be bondable;
- maintain a dedicated maintenance and repair service department or group and designate a specific contact person for maintenance and repair – related services;
- be recognized by leading product manufacturers as a quality contractor in the roofing and waterproofing contracting industry; and
- meet such other criteria as may be established from time to time by National Roofing Partners.

National Roofing Partners may add Member Contractors as market needs require. Potential members may be recommended by existing members or customers. Prior to consideration of membership, a site visit is required to review service capabilities, safety plans, and overall management commitment. Upon completion of the site visit, National Roofing Partners' board of directors must approve the recommendation. This process is consistent with both full Membership and Associate Membership levels.

Nationwide coverage is offered by a single call to National Roofing Partners which allows facility managers the peace of mind both for the reactive roofing emergencies and proactive roof asset planning. We dispatch the client's call and provide all the follow up with an Account Management Team (minimum of three team members) assigned specifically to the client. Our numerous locations nationwide, allows us the ability to reduce travel cost while utilizing our internal systems to provide common and consistent tracking along with Asset Management history for our clients. National Roofing Partners' communication is second to none. We provide a Personalized Web Based Portal to track 100% of your roof inventory. This includes roof diagrams, photos, budgets, and work order/invoice histories. Solving your roof leaks forever is as easy as one call.

We currently have 6 small business Partners that can perform as Prime or Subcontractor as seen below in Figure 1 – Small Business Partner Map, and are always looking to expand our Partner base with HUBs, MWBE's and SBE's. We understand the desire to have this available to TCPN Members and will strive to add more.

(add map and certificates)

In addition, we will work closely with local architects and engineers to deliver this contract to our mutual customer agencies and new customer agencies. The value is just as strong for architects and engineers to use this delivery method, with the ability to have mutual customers work with both their trusted designer / consultant and trusted roofing partner. We will work with them as we discover from Member Agencies their preference to specific processes and firms by reaching out to the A/E firms to discuss the

Appendix 4 - Subcontracting Plan and/or Explanatoin of Applicable Affiliate Relationships

value of this contract and how it saves everyone time and money while ensuring quality. The best time to do this will be during the Design Phase.

National Roofing Partners and Member Contractors will act as the prime contractor on any TCPN related projects. A subcontractor plan will be submitted as required by TCPN members prior to the start of any project. National Roofing Partners members, along with TCPN member organizations will review the subcontractor plan prior to the start of the project. Modifications will be made as directed by TCPN members to meet the requirement identified for the project.



March 4, 2021

Ken Rubach
Town of Lauderdale by the Sea
4501 N Ocean Drive
Lauderdale by the Sea, FL 33308

Re: Town Hall Building, 4501 N Ocean Drive, Lauderdale by the Sea, FL 33308
NRP CPN#: 180901-FL-028

Mr. Rubach:

National Roofing Partners (NRP) and its local partner, PSI Roofing, have developed the following pricing proposal for the Town Hall Building project. This pricing proposal was developed in compliance with NRP's contract number 180901 with OMNIA Partners and includes the total cost to install a new 60mil PVC single ply roof system.

Attached is the Proposal & Scope of Work which defines the work that PSI Roofing proposes to complete. The project scope includes a manufacturer's 20-year warranty, extended warranty options are available at an additional cost, provided upon request.

Based on this scope of work, pricing to complete the Town Hall Building project is **\$51,650⁹⁵**. This pricing is compliant with the OMNIA Partners' unit pricing.

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard roofing practices and in accordance with manufacturers specifications.

If this proposal is accepted, please see instructions for purchase order:

1. The purchase order will be issued to PSI Roofing.
2. The purchase order should be clearly marked "**Per OMNIA Contract #180901-FL-028**"
3. E-mail the purchase order and tax-exempt certificate, if applicable, in PDF format to:
 - a. agleiser@psi-roofing.com
 - b. Cc: OMNIAPartners@NationalRoofingPartners.com
4. Once we receive a P.O., a notice to proceed will be issued and work can begin at the member's discretion.

If you have any questions or need additional information, please contact our office.

Best Regards,

Amanda Gleiser
PSI Roofing
792 NE 45th Street
Oakland Park, FL 33334
954-444-3688

Thank you for allowing us the opportunity to provide you with our proposal for the Town Hall Building. We have included all necessary labor, equipment, and materials to complete the project in a safe and timely fashion.

OVERVIEW OF SITE:



Approximate Roof Area: 4,000 square feet

SCOPE OF WORK:

JOB START

- Prior to starting of work owner shall receive a certificate of insurance from PSI Roofing.
- An inspection of the existing building shall be made to record any damage from the existing roof.
- All property and landscaping shall be protected to help reduce damage which may be caused by the roof replacement operations.
- A pre-roofing conference shall be held with the Owner's representative to coordinate this project.
- Owner shall provide access to all sides of the structure(s) for staging, storage, and access of trucks, cranes, dumpsters and materials, throughout the course of the project.
- Owner shall remove all electrical conduits and satellite dishes prior to work or coordinate with contractor when work is underway.
- Any mechanical or equipment upgrades are the responsibility of the Owner and are not included in this scope of work.
- PSI Roofing requests permission to display banners and/or signage, while work is underway, for marketing purposes.

DURO-LAST PVC SINGLE-PLY ROOFING SYSTEM DECK REPAIRS AND RECOVER SYSTEM

- Prior to commencement, a moisture survey must be performed to certify that the existing assembly is acceptable for the proposed recover and to identify any areas of wet insulation. The cost of the survey is



included in the contract price. Replacement of damaged or moisture laden areas of the roof shall be billed at a separate per square foot price.

- Based on the Moisture Survey, remove and replace any wet areas as per manufacturer's and Code requirements. If the tectum deck is exposed during roof repair/replacement, inspect the existing substrate and remove and replace any areas of deteriorated decking. Any deck replacement will be billed additional to the contract at a separate per square foot price.
- Over the existing roof, install one layer of ½" Duro-Last Duro Fold cover board to separate the old assembly from the new roof system.
- Over the cover board, mechanically fasten one ply of Duro-Last 60 mil PVC single ply membrane as per manufacturer's specifications. All field fabricated membrane seams to be hot air welded.
- Provide and install Duro-Last single-ply flashings on roof walls up 12" high, as per manufacturer's specifications.
- Provide and install Duro-Last single-ply flashings on all curbs, as per manufacturer's specifications. Curb flashings will run up the face of the curb 8" high.
- Provide and install Duro-Last termination bar where required, mechanically fastened as per manufacturer's specifications. Seal top of termination bar with approved caulk.
- Provide and install pre-manufactured flashings on all plumbing pipes, vents, and AC equipment stand legs.

METAL FLASHINGS AND COMPONENTS

- Provide and install new aluminum counterflashing metal over the terminated flashings and apply approved sealant as per manufacturer's requirements.
- Provide and install new continuously cleated aluminum Duro-Last 8" Face Drip Edge on all perimeter roof walls.
- Provide and install Duro-Last Gray Protective Walk Pads (this contract includes 20 lineal feet) to protect areas where AC technicians perform work around AC units. Any additional walk pads will be charged at a separate per lineal foot price.
- All metal work shall be installed in accordance with the local building code.
- Haul away all trash and clean grounds daily and dispose of it at a proper dumping facility.
- Gutters and Downspouts repairs or replacement are excluded.
- Permit fee is excluded.
- Upon completion and final acceptance, provide a (2) year workmanship warranty
- Provide a manufacturer's (20) year material & labor warranty

PRICING:

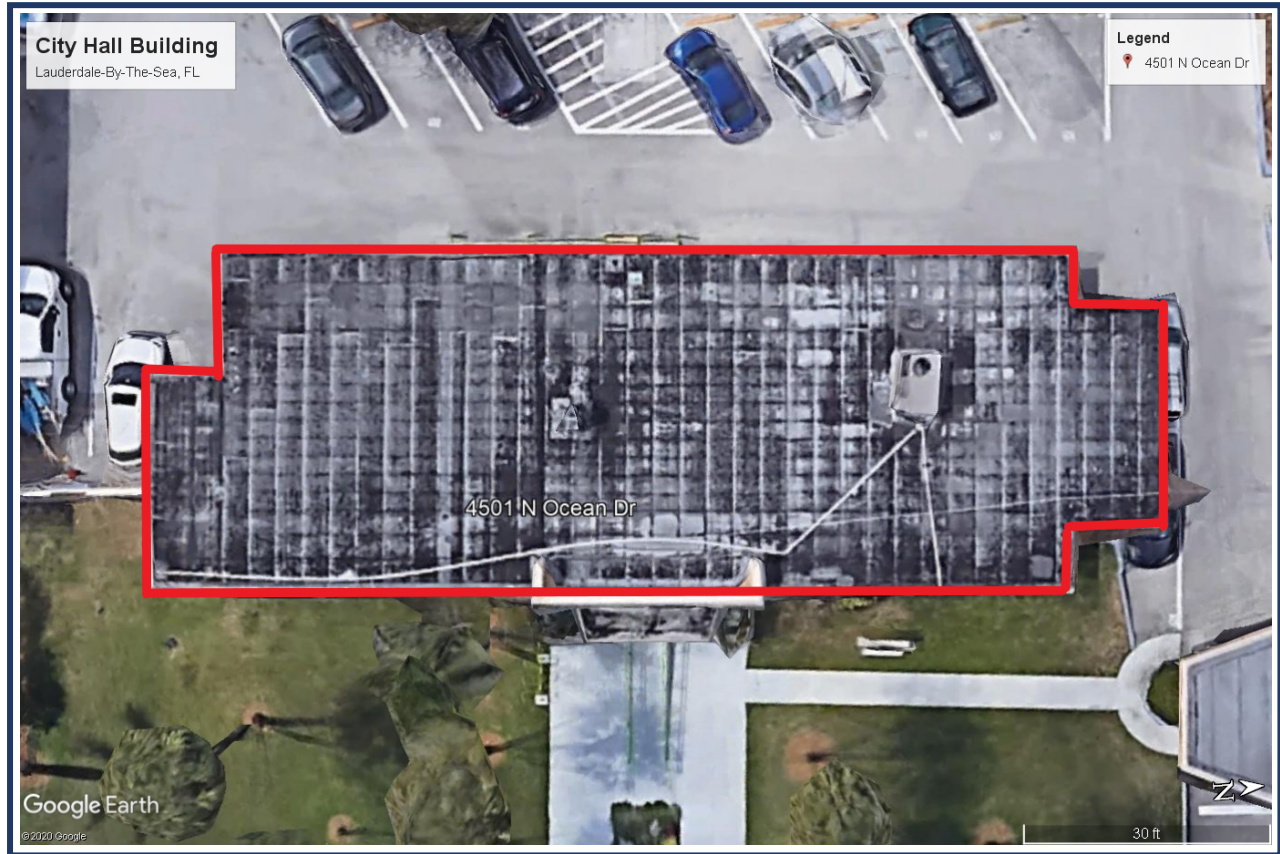
PRICE FOR SCOPE OF WORK ABOVE:

\$ 51,650⁹⁵

Pricing is valid for 30 days. The prices listed in the preceding table are an estimate for the services discussed. Estimates are subject to change if project specifications are changed or costs for outsourced services change before a contract is executed. This proposal is based on the use of Standard AIA Contract Documents. Taxes are not included unless noted above. For tax exempt customers, tax amount listed above may be excluded from purchase order or contract.



WORK AREA DRAWING:



EXCLUSIONS:

-Mechanical, electrical, plumbing, communications, or data equipment modification, removal, or reinstallation work unless specifically noted above. -Premium time or overtime unless specifically stated in scope of work. -Protection or necessary modification of such items as electrical substations, transformers, or powerlines shall be the responsibility of the owner to provide a safe working condition. -Structural changes to building and lightning protection systems. -ACM abatement or testing. -Interior protection or cleaning of interior contents prior to, during, or after roofing operations. -Any damage to building components under the roof decking because of mechanically fastening components of this roof assembly as required by the manufacturer. -Engineering reports or investigations. -Mold, fungus, or mildew remediation. -FM Global approval unless specifically listed in scope of work above. -Ponding water. -Permits, unless specifically named above. -Any work or materials not specifically and clearly named above.

SAFETY:

Site safety set up will comply with OSHA standards. A preliminary site inspection prior to commencement of the project will be completed to identify potential areas of hazard.

MISCELLANEOUS:

When installing highly reflective white roof coverings, construction debris, dust, or sediment will leave dirt on the new covering. PSI Roofing will take care to minimize debris and foot traffic over the new roof covering, but some inherent dirt will remain as a result of the construction process. Post-construction cleaning of the roof covering is not included in this proposal unless specifically stated in the scope of work. If this proposal does not clearly state and include the installation of a "full tapered" insulation assembly, ponding water may be present after completion of the roof system and PSI Roofing shall not be held liable to remedy ponding water situations. Certain products used in the installation



of roofing materials emit odor. Products in this category include, but are not limited to, asphalt, adhesives, primers, etc. Mechanical units, intake vents and other air drawing equipment may be required to be shut down by the owner during certain times of construction if interior space is sensitive to odors.

TERMS & CONDITIONS:

This proposal packet is not intended to take the place of a construction contract. Contract and payment terms will be negotiated and agreed to separately by PSI Roofing and Town of Lauderdale by the Sea. Any alteration or deviation from the scope of work or specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All warranties to be issued upon completion of contract. Those who work on your property or provide materials and services and are not paid in full may have a right to enforce their claim for payment against your property through a construction lien.

Thank you for taking to time to read and understand our proposal for this outstanding project and please do not hesitate to contact us at any time if you have any questions.





*Your South Florida commercial roofing
company for the past 25 years.*

INTEGRITY FIRST®

State Certified Licenses: Roofing #CCC047136 • General Contracting #CGC062912
792 Northeast 45th Street • Oakland Park, Florida 33334
(954) 791-ROOF (7663) • Fax: (954) 202-2044

April 21, 2021

Additional Pricing (NRP CPN# 180901-FL-028)
Town Hall Recover System
4501 N Ocean Drive, Lauderdale by the Sea, FL 33308

Based on moisture survey reports, if we identify areas that need replacement, the additional cost will be as follows:

- Any replacement of damaged or moisture-laden areas of the roof shall be billed at \$13.8/SF.
- Any deck replacement will be billed at \$34.50/SF.
- Any additional walk-pads will be billed at \$28.75/LF.

These additional costs to the contract will be billed with a Change Order.

Sincerely,

Amanda Gleiser
Business Development Executive

PSI Roofing | 792 NE 45th St | Oakland Park, FL 33334
Office: (954) 791-7663 ext. 234 | Fax: (954) 202-2044
Cell: 954-444-3688
CCC047136 | CGC062912
agleiser@psi-roofing.com | www.psi-roofing.com

February 19, 2021

OMNIA Partners Participating No.: 1137453

Town of Lauderdale-by-the-Sea
 Lucila Lang, Finance Director
 Ken Rubach, Municipal Services Director
 4501 North Ocean Drive
 Lauderdale-By-The-Sea, FL 33308
 via email: lucilal@lauderdalebythesea-fl.gov, kenr@lauderdalebythesea-fl.gov
RE: NRP Roofing Products & Services Contract #R180901

Ms. Lang and Mr. Rubach,

This letter is to inform participating public agencies of our awarded Cooperative Contract through OMNIA Partner, Public Sector, Contract #R180901 for Roofing Products, Services & Job Order Contracting Services. OMNIA Partners Contract #R180901 awarded contract holder NRP, and its local Authorized Distributors, per Official Master Agreement for complete Roofing Products, Services and Job Order Contracting. Purchase orders and payments can only be made to authorized distributor on approval by awarded contract holder. Pricing provided to member agencies by authorized distributor must be completed by awarded contract holder. Pricing must also be less than or equal to awarded line-item pricing offered through awarded contract.

This contract has been competitively solicited and publicly awarded by a lead government entity. For agencies that utilize our Roofing Products, Services and Job Order Contracting Contract, we have implemented a restrict compliance process that includes a Cooperative Proposal Number (CPN) system, a proposal registration program. This system will track transactions from the initial proposal stage to the completion of each project and provide consistency and faster service for your agency. This process includes verification of contract compliance and consistency for all pricing. All proposals must include a detailed scope of work and cooperative line-item pricing prior to issuance of a purchase order.

All documentation is publicly available online: <https://public.omniapartners.com/suppliers/national-roofing-partners/contract-documentation>

Please contact us at NRP if you have any additional questions.

Respectfully,



Tara Adams
 Director, Public Sector
 949.614.6737
Tara.adams@nationalroofingpartners.com

OMNIA Partners	NRP	Authorized Distributor
Amy Smith Group Vice President - East Cell: 314.518.3974 amy.smith@omniapartners.com	Tara Adams Director, Public Sector – Compliance Cell: 949.614.6737 tara.adams@nationalroofingpartners.com	Amanda Gleiser COOP Contract Specialist Cell: 954.444.3688 agleiser@psi-roofing.com



Town Commission Agenda Item Report

Meeting Date: April 27, 2021

Submitted By: Linda Connors

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: OLD BUSINESS

Subject Title:

Town Hall and Commission Meeting Update (Linda Connors, Interim Town Manager)

Explanation:

The Town staff has been working to ensure that Town Hall will be open to the public on May 3rd. To make sure our staff and residents are safe, we have installed air filters

in all our buildings, added plexiglass separation for the front desk, and established policies to

limit the number of people waiting in our lobbies to ensure CDC distance requirements are maintained.

We are also preparing to have our first in-person Commission meeting since March 2020 on May 11, 2021. In addition to the air filtration system, staff has spaced seats appropriately in Jarvis Hall to meet the CDC guidelines for the Commission and public.

Those

members of the public who attend will be able to participate live or send in written comments,

as they were able to do prior to COVID. It appears that up to 18 members of the public will be

able to attend the meeting in Jarvis Hall in person if they desire. Additional seating will be available on the portico. We have purchased a TV for those that are outside so that they can

also watch the meeting. We recommend that the Town require advance registration for the public to attend so that, if more than that number wish to attend, the Town can determine on a

first come first serve basis which registrations can be accommodated.

We have ordered hardware necessary to have Channel 78 and Zoom work in conjunction with each other. Most of staff will be watching from their office and will present in person when their

department's item is before the Commission, in order to preserve capacity for the public

and reduce the size of the gathering.

Staff is looking for direction regarding the public participation aspect of the meeting. The meeting will already have a virtual component for staff to monitor and participate. We could allow the public to continue to register to view the meeting via Zoom and, if desired, also allow them to offer live public comments via Zoom.

In addition, the State Statute has long allowed Commissioners to participate remotely under extraordinary circumstances (such as a pandemic) if there is a quorum in person. If any Commissioner is interested in continuing to participate in the meetings virtually, we have that option, but would like to know in advance, so that we can know how many Commissioners will be participating live as it may affect the layout in Jarvis.

Recommendation: Provide direction to staff regarding:

1. Public participation at the Commission and if the Town should continue to offer live public comments on Zoom.
2. Indicate if any of the Commission would like to participate via Zoom instead of in person.

Attachments: None



Town Commission Agenda Item Report

Meeting Date: April 27, 2021

Submitted By: Ken Rubach

Submitting Department: Public Works

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title:

Pavement Condition Study (Ken Rubach, Director of Public Works)

Explanation: Developing the Town's five-year Capital Improvement Plan relies on having current information regarding the condition of our infrastructure, so that we can schedule work appropriately. To that end, at the March 9, 2021 meeting, the Commission added \$25,000 to the FY21 CIP to conduct a Pavement Condition Study (the "Study") to obtain roadway condition data. This Study will lay out the recommended maintenance of Town roads that needs to occur during this five-year period for the approximately 14 centerline miles of Town maintained road network. Funding for the improvement of the Town's streets have been included in the proposed FY22-26 CIP and this study will provide the data necessary to determine which streets should be improved and in what order. This study will also provide information to help us design other capital improvement projects for the Town. The last study, which was conducted in 2016, captured data from approximately eight full roadway segments and three partial roadway segments. A full assessment of all Town roadways was not completed at that time.

The Town and Baxter & Woodman, Inc. ("Baxter") entered into a Continuing Contract on March 5, 2017, pursuant to RFQ 16-09-01 (the "Continuing Contract") to provide engineering services to the Town. The proposed Pavement Condition Study is covered under the Continuing Contract and Baxter was requested to submit a Proposal to perform this Study. The scope of services includes the following tasks (collectively, the "Services"):

- Acquiring roadway segment data, which will be the basis for referencing, evaluating, and scoring the roadway segments.
- Perform a pavement inspection and assessment using the PASER rating system, which grades on a 1-10 scale. PASER uses visual inspection to evaluate pavement surface conditions. PASER is used to identify different types of pavement distress (surface defects, surface deformation, crack, patches, and potholes) and linking them to a cause.
- Create cost estimates for the work that needs to be performed and work with staff to identify the funding goals over the next 5 years to create a maintenance plan.
- Create a future needs assessment looking beyond the five-year goal to help anticipate future maintenance costs and identify additional work needed.

The completion of these tasks will culminate in a Pavement Management Report that will provide a detailed "score" of each road segment. This will dictate the recommended maintenance to occur and allow us to align these tasks with potential other projects such as stormwater enhancements, pedestrian improvements, and landscape enhancements.

The FY21 CIP budgeted \$25,000 for this project. The Town desires to issue a work authorization to Baxter for the Services, not to exceed \$20,955, subject to the terms and conditions of the Continuing Contract (the "Work Authorization") for this work.

Recommendation:

Approve the Work Authorization and authorize the Interim Town Manager to execute the Work Authorization with Baxter & Woodman for the Pavement Condition Study.

Attachments:

Ex.1 – Baxter & Woodman Proposal

Reviewed by Town Attorney:

☒	Yes	☐	No
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**TOWN OF LAUDERDALE BY-THE-SEA
WORK AUTHORIZATION FOR PROFESSIONAL SERVICES**

Contractor: Baxter & Woodman, Inc.

Contractor's Address: 477 S. Rosemary Ave, Suite 330, West Palm Beach, FL 33401

Contract No.

Work Authorization No.: 14

Agreement Description: Continuing Professional Services Contract

Effective Date _____

P.O. # For Work Authorization:

Budget

Brief Task Description: Prepare pavement management report which includes evaluating condition of all Town streets, assigning costs, recommending an annual budget and preparing a maintenance plan.

In accordance with the above referenced agreement, you are authorized to perform the tasks detailed in attached Exhibit A (Scope of Services). All required services will be completed on or before: See Exhibit "C"

The total amount or the limiting amount of the compensation will be: \$ 20,955.00 unless additional services are authorized by the Town in writing. See Exhibit "B"

Compensation elements are as follows:

	Method of Compensation (Lump Sum, Hourly NTE)	Amount(\$)	Project Code
Project Initiation & Data Collection	NTE	\$2,280.00	
Pavement Inspection & Assessment	NTE	\$4,675.00	
Cost Estimate	NTE	\$1,350.00	
Financial Analysis	NTE	\$2,400.00	
Future Needs Assessment	NTE	\$1,200.00	
Pavement Management Report	NTE	\$5,640.00	
Meetings	NTE	\$1,480.00	
Project Management	NTE	\$1,780.00	
Reimbursables	NTE	\$150.00	
Total		\$20,955.00	

Other Notes:

This Work Authorization is subject to the same terms and conditions of the Continuing Professional Services Contract dated 3/15/2017.

Please acknowledge receipt of, and agreement with, this Work Authorization by signing and dating and returning three (3) original signed copies to the Town Manager. The Town will send you one fully executed copy.

Town of Lauderdale-By-The-Sea Approval:

Town Manager

(Signature)

(Date)

Tedra Allen, Town Clerk

(Signature)

(Date)

If over \$15,000, date this work was approved by the Town Commission on: _____

Contractor Acceptance:

Contractor Name: Rebecca Travis, P.E.

Title: Executive Vice President


(Signature)

3/16/2021
(Date)

Approved Form HSK 11-8-11

EXHIBIT A
SCOPE OF SERVICES

February 15, 2021

Mr. Ken Rubach
Public Works Director
Town of Lauderdale-By-The-Sea
4501 North Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

***Subject: Town of Lauderdale by the Sea – Pavement Condition Survey
Proposal for Professional Engineering Services***

Dear Ken:

Thank you for the opportunity to prepare a pavement management report for the Town, which includes evaluating all Town streets, assigning costs to all street improvements, recommending an annual budget, and preparing a maintenance plan for the Town to follow. We will begin upon receipt of notice to proceed from the Town.

SCOPE OF SERVICES

- 1. Project Initiation and Data Collection:** Acquire GIS centerline pavement data from Town or County GIS system and define the Town's road network on a segment by segment basis for reference during field evaluation. Prepare/configure the data collection vehicle for the field work.
- 2. Pavement Inspection and Assessment:** Complete a field survey (using vehicle-based digital imagery to capture pavement condition at regular intervals on all Town streets (approximately 14 centerline miles)) Identify a general condition rating using the PASER rating system (1-10) as developed by the University of Wisconsin-Madison. Identify general condition of curb and gutter on urban pavements and the general condition of shoulders and ditches on rural pavements. The determination of drainage or other sub-surface utility improvement needs are not included in the scope of the Project. The imagery and pavement ratings will be georeferenced and can be easily added to the Town's GIS system.
- 3. Cost Estimate** Create a database for street inventory information including condition rating, centerline miles of pavement in the roadway network, type of cross section (rural/urban), appropriate rehabilitation strategy, and estimated cost to improve each section. The database will be created using Microsoft Excel in conjunction with Arc

View, Geographic Information System software used by the Town, and will be easy to access and update.

4. **Financial Analysis** Review the Town's year of last repair to understand average life cycles on Village streets. Develop a five (5) year maintenance program by selecting the highest priority street sections whose total estimated cost matches the Town's determined maintenance budget. The maintenance plan will include recommendations for pavement preservation methods such as crack filling, pavement patching, and pavement rejuvenators to extend pavement life, as well as conventional rehabilitation techniques.
5. **Future Needs Assessment:** Prepare a Future Needs Assessment, utilizing assumed pavement deterioration and inflation rates, to estimate the effectiveness of the proposed 5-year maintenance program and predict future costs (beyond the proposed 5 year program) to maintain the Town's streets.
6. **Pavement Management Report:** Prepare a report including Executive Summary, Introduction, Approach, Pavement Evaluation Results, 5-Year Street Maintenance Plan, representative photos of various street sections with different PASER ratings, Conclusions, Database and exhibits consisting of color-coded maps showing results and recommendations of the report. Provide a pdf copy of the report to the Town. Provide staff with electronic copies of the GIS data and Microsoft Excel street network database.
7. **Meetings:** The following meetings are anticipated for this project:
 - Town (2 total) (Kickoff, Pre-final)
8. **Manage Project:** Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope. Coordinate with Town and project team to ensure the goals of the project are achieved. Prepare and submit monthly invoices, and provide regular updates to the Town.

EXHIBIT B

ENGINEERING FEE

Our engineering fee for the above stated scope of services is based upon our standard hourly rates of compensation for actual work time performed plus reimbursement for out-of-pocket expenses including travel, which in total will not exceed \$20,955. Our hours and fee are shown in more detail below.

Plan Name: LBTST - Pavement Condition Survey						
Level	Emp	Planned Hrs	Planned Labor Bill	Compensation Fee	Reimb Allowance	Total Compensation
Overall Project Total		141.00	20,805.00	\$ 20,805.00	\$ 150.00	\$ 20,955.00
1	Project Initiation and Data Collection	18.00	2,280.00	\$ 2,280.00	-	\$ 2,280.00
	Lucas Foresman	4.00	600.00			
	Jean Johannes	12.00	1,380.00			
	Ryan Wallace	2.00	300.00			
2	Pavement Inspection and Assessment	35.00	4,675.00	\$ 4,675.00	100.00	\$ 4,775.00
	Lucas Foresman	10.00	1,500.00			
	Sara Fox	20.00	2,600.00			
	Jean Johannes	5.00	575.00			
3	Cost Estimate	9.00	1,350.00	\$ 1,350.00	-	\$ 1,350.00
	Lucas Foresman	8.00	1,200.00			
	Ryan Wallace	1.00	150.00			
4	Financial Analysis	16.00	2,400.00	\$ 2,400.00	-	\$ 2,400.00
	Lucas Foresman	14.00	2,100.00			
	Ryan Wallace	2.00	300.00			
5	Future Needs Assessment	8.00	1,200.00	\$ 1,200.00	-	\$ 1,200.00
	Lucas Foresman	6.00	900.00			
	Ryan Wallace	2.00	300.00			
6	Pavement Management Report	37.00	5,640.00	\$ 5,640.00	-	\$ 5,640.00
	Jason Fluhr	2.00	390.00			
	Lucas Foresman	30.00	4,500.00			
	Ryan Wallace	5.00	750.00			
7	Meetings	8.00	1,480.00	\$ 1,480.00	50.00	\$ 1,530.00
	Rebecca Travis	4.00	880.00			
	Ryan Wallace	4.00	600.00			
8	Manage Project	10.00	1,780.00	\$ 1,780.00	-	\$ 1,780.00
	Rebecca Travis	4.00	880.00			
	Ryan Wallace	6.00	900.00			

If this Proposal is acceptable, **please sign and return one copy to our office.** The attached Standard Terms and Conditions apply. We are ready to begin preparing the pavement management report upon receipt of your acceptance of this Proposal.

Mr. Ken Rubach
Town of Lauderdale-By-The-Sea

February 15, 2021
210396.30 • Page 3

Exhibit C
Work Authorization Schedule
SCHEDULE

The schedule for the completion of the Work Authorization is as follows:*

<u>Task</u>	<u>Completion Date**</u>
Draft Pavement Condition Survey Report	8 weeks
Town Review of Draft Report	12 weeks
Final Report	14 weeks

*Time is of the essence for all timeframes provided herein. The Consultant's failure to comply with the foregoing schedule is a default by Consultant, unless the delay is due to circumstances beyond Consultant's control. Town owns all documents and other evidence of design effort created as a result of this Work Authorization. All documents and other evidence of design effort created by Consultant pursuant to this Work Authorization must be promptly provided to the Town in Auto Cad format as a precondition to payment at any time the Consultant is in default with the terms hereof.

**The Completion date for Tasks and the Project as a whole should be expressed in weeks or months as measured from date of the notice to proceed.

If you should have questions or need further information, please call me at 815-444-3222.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Jason J. Fluhr, PE, PTOE
Associate Vice President

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Town Commission Agenda Item Report

Meeting Date: April 27, 2021

Submitted By: Linda Connors

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title: Waste Pro Contract Renewal (Linda Connors, Interim Town Manager)

Explanation: The Town entered into a contract with Waste Pro to provide solid waste, bulk waste, and recycling collection services on July 1, 2009. The contract provided for an initial three-year period with three additional renewal period options each lasting between three and five years.

The contract entered its second renewal term on May 18, 2017 and this term is set to expire November 30, 2021. There is one remaining renewal term that can be established with a duration between three and five years. Per the contract, the Town is obligated to inform Waste Pro of our decision to exercise a renewal option no less than 180 calendar days prior to the expiration date. This date is June 3, 2021.

Over the years, the service from Waste Pro has not always met the Town's negotiated standards. However, since January, Town staff has been working closely with Waste Pro's management to address the company's shortcomings and find ways for them to improve. Vicki Eckels and Neysa Herrera are in close communication with Waste Pro's Division and Territory Managers working to resolve individual property owners' issues and address their concerns. Linda Connors meets weekly with the Regional VP of SE Florida to address the bigger picture as to how we can improve the service and communication so that we reduce complaints and improve service.

To date, these meetings have resulted in Waste Pro:

- Initiating an earlier collection for the downtown businesses resulting in less disruption for our guests and businesses;
- Committing to replace commercial metal dumpsters with plastic ones (plastic is preferable because they are not as heavy and difficult to move when full);
- Encouraging the sub-contracting of the multi-family recycling dumpsters to ensure that the recycling is properly disposed in a timely manner; and

- Ensuring that the trucks are inspected prior to driving on our streets so that they do not leak hydraulic fluid and oils.

There are still improvements to be made to make sure our residents and businesses are receiving the service that we negotiated. However, we believe that we are moving in the right direction and we will continue these communication efforts to encourage improvement.

Over the next month, staff will be negotiating changes to the existing contract to further improve service. Staff will talk with the Commissioners independently to receive input. A draft agreement will be scheduled for the May 25, 2021 meeting. Waste Pro will have twenty (20) calendar days to accept or decline the renewal option offer. If an agreement cannot be met, then the Town will move forward with an RFP or a piggyback option for a new service provider.

Recommendation: None

Attachments: None.



Town Commission Agenda Item Report

Meeting Date: April 27, 2021

Submitted By: Linda Connors

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title: Historic Preservation - County Changes to its Ordinance (Linda Connors, Interim Town Manager)

Explanation: In 2014, Broward County (the "County") amended its historic preservation ordinance to be effective within all County municipalities that did not have an established historic preservation ordinance. Specifically, the County's ordinance did not require property owners' consent prior to historic designation of properties.

In response to the County's ordinance and not wanting to relinquish its home rule authority, the Town Commission adopted Ordinance No. 2016-03, further codified as Chapter 30, Article VI "Historic Preservation" in the Town Code (the "Town Ordinance"), which establishes the Town's historic preservation regulations (**Exhibit 1**). The Town Ordinance authorizes the Town to designate historic properties (with owner consent) and review alteration and demolition requests for designated properties. However, to date, no applications have been received for review, pursuant to the Town's Ordinance.

On October 16, 2019, the County amended its historic preservation ordinance again to increase the requirements for municipalities, by requiring municipalities to either become Certified Local Governments (CLG) through the Florida Department of State, Division of Historical Resources by November 15, 2021, or be subject to the County's historic preservation ordinance.

Becoming a CLG is a large undertaking and requires the following actions (more detailed information is included in (**Exhibit 2**):

1. The local government shall enforce appropriate state or local legislation for designation and protection of historic properties.
2. The local government shall establish a historic preservation review commission composed of professional and lay members and meet no fewer than four times a year.
3. The local government shall maintain a system for survey and inventory of historic properties.
4. Local governments shall provide for public participation in local historic preservation programs, including the process of recommending properties for nomination to the National Register.

5. Local governments shall satisfactorily perform the responsibilities listed above and also those that are delegated to them by the State Historic Preservation Officer.

Accordingly, becoming a CLG would require the Town to establish a Historic Preservation Board, and budget for and allocate a portion of staff's time to staff the Board and to create and maintain historic files. Currently, the Town's Planning and Zoning Board (PZB) serves in an advisory capacity to the Town Commission on matters relating to historic and archaeological preservation as set forth in Section 30-24(a)(8) of the Town Code.

If the Commission would like to pursue CLG status, Town staff would need to begin the process now in order to make the County's November deadline. Becoming a CLG would affect the Town's budget, because it would need to address the increased workload in the Development Services Department. As you may recall, the Business Tax Receipt workload was transferred to Development Services two years ago without additional staffing, and the Department simply cannot absorb a project of this magnitude without additional staffing.

Recommendation:

Staff recommends that the Town not pursue CLG status at this time. Furthermore, Staff recommends the Town repeal the Town's historic preservation process. As referenced above, if CLG status has not been obtained by the Town prior to November 15, 2021, the County's historic preservation ordinance will become applicable and govern the historic preservation process within the Town.

Attachments:

- Ex.1 – Town Historic Preservation Code
- Ex.2 – Certified Local Government Guidelines

ARTICLE VI. HISTORIC PRESERVATION

Sec. 30-441. In general.

- (a) *Purpose and intent.* The purpose and intent of this article is to implement goals, objectives and policies in the Lauderdale-By-The-Sea Comprehensive Plan by identifying, evaluating, preserving and protecting historic resources as defined herein, and to promote the health and cultural, moral, economic, educational, aesthetic and general welfare of the public by:
- (1) Causing the protection, enhancement, and perpetuation of structures, improvements, landscape features, and historic resources that represent distinctive elements of the Town's historical, cultural, archaeological, aesthetic, and architectural heritage;
 - (2) Safeguarding the Town's historical, cultural, archaeological, and architectural heritage, while allowing the reasonable and productive use of such resources;
 - (3) Promoting the use of historic resources for the education, pleasure, and economic welfare of the citizens of Lauderdale-By-The-Sea;
 - (4) Enhancing the Town's attraction to visitors and the ensuing positive impact on the economy as a result of historic and archaeological preservation activities;
 - (5) Promoting the sensitive use of historic resources for the education, pleasure and welfare of the people of Lauderdale-By-The-Sea; and
 - (6) Protecting designated historic resources by requiring the issuance of a COA before allowing alterations to those resources.
- (b) *Applicability.* The terms and provisions of this article apply to all real property within the Town.
- (Ord. No. 2016-03, § 5, 7-26-2016)

Sec. 30-442. Designation of historic properties, historic districts and archaeological sites.

- (a) *Authorized.* The Town Commission may, upon considering the recommendation of the Planning and Zoning Board, designate a property(ies) by resolution as an:
- (1) Individual historic property,
 - (2) Historic district, or
 - (3) Archaeological site.
- (b) *Applicant requirement.*
- (1) The consideration of a historic property, archaeological site, or a historic district shall be initiated by the filing of an application for designation by the property owner or the Town Commission.
 - (2) The Town shall not accept a private application without written consent of:
 - a. All applicable property owners for an individual historic property designation; or
 - b. The property owners of a minimum of 51 percent of the properties within the proposed historic district boundaries.

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- (c) *Application requirements.* In addition to the application requirements set forth in section 30-112, the application for historic designation shall include:
- (1) *Individual historic property or archaeological designation:*
- a. A written description of the architectural, historical or archeological significance of the proposed historic property, archaeological site or contributing structure in a proposed historic district which specifically addresses and documents the criteria for designation of a property as set forth in subsection (d) below;
 - b. Date of construction of the structures on the property and the names of former owners;
 - c. Historic information, including but not limited to, the original architect or builder, if available;
 - d. Photographic documentation of individual site and structure recommended for designation;
 - e. Legal description and map of the property to be designated as a historic property, archaeological site or historic district;
 - f. A copy of the property's Florida site file form, if applicable;
 - g. A letter of consent from all property owners of any property proposed for individual designation; and
 - h. Any additional information requested by the DSD.
- (2) *Historic district designation:*
- a. The requirements of subsection (1)a.—f. above;
 - b. A letter of consent from the property owners of a minimum of 51 percent of the properties within the proposed historic district boundaries;
 - c. A written description of the boundaries of the district;
 - d. A list of the properties that are considered contributing to the historic district (at least 50 percent of the structures shall be at least 50 years old); and
 - e. A map highlighting the contributing properties and the boundaries of the proposed district.
- (d) *Criteria for designation.* The evaluation of the designation of property(ies) as an individual historic property, an archaeological site or a historic district shall be based upon a finding that the property(ies) meet one or more of the following criteria:
- Whether the structure, property, site, or district is:
- (1) A significant reminder of the cultural or archeological heritage of the Town, State or nation;
 - (2) A site of a significant local, State or national event;
 - (3) Identified with a person who significantly contributed to the development of the Town, State or nation;
 - (4) Identified as the work of a master builder, designer or architect whose individual work has influenced the development of the Town, State or nation;
 - (5) Recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance;
 - (6) Recognized as having distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials;
 - (7) A geographically definable area possessing a significant concentration, or continuity of sites, structures, objects or structures united in past events or aesthetically by plan or physical development; or

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- (8) An established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.

(Ord. No. 2016-03, § 5, 7-26-2016; Ord. No. 2020-08, § 4, 10-13-2020)

Sec. 30-443. Certificate of appropriateness (COA).

- (a) *Required.* A certificate of appropriateness (COA) shall be required before the following actions may be undertaken affecting a historic structure, property, archaeological site or any contributing structure or property in a designated historic district, in addition to any other permits and requirements of the Town Code:
- (1) Any activity which requires a building permit from the Town and affects the exterior of the structure involved;
 - (2) The construction of any new structure in a historic district;
 - (3) The relocation of any historic structure or of any contributing structure located in any historic district;
 - (4) The demolition of any historic structure or site or of any contributing structure located in a historic district;
 - (5) The removal of any significant historical feature from a historic structure or property or contributing structure or property in a historical district; or
 - (6) Any activity which may potentially affect the integrity of a designated historic property or archeological site.
- (b) *Application procedure.*
- (1) The application shall be made on a form provided by the Town.
 - (2) In addition to the general application requirements of section 30-112, the application shall be accompanied by such plans, drawings, materials or photographs as deemed necessary to describe the proposed alteration and enable the board to visualize the effect of the proposed alteration on the property, adjacent structures and streetscapes.
 - (3) If such application involves a designated archaeological site, the applicant shall provide full plans and specifications of work that may affect the surface and subsurface of the archaeological site.
 - (4) If the request for a COA is based on a claim of economic hardship, the following information shall be provided:
 - a. Estimate of the cost of the proposed construction, alteration, demolition, or removal;
 - b. A report from a licensed engineer, architect or contractor with experience in rehabilitation as to the soundness of any structures on the property and their suitability for rehabilitation;
 - c. Estimated market value of the property in its current condition; after completion of the proposed construction, alteration, demolition, or removal; after any requirements to obtain a COA; and, in the case of a proposed demolition, after renovation of the existing property for continued use;
 - d. In the case of a proposed demolition, an estimate from an architect, developer, real estate consultant, appraiser, or other real estate professional experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure on the property;
 - e. Amount paid for the property, the date of purchase, and the party from whom purchased, including a description of the relationship, if any, between the owner of record or applicant and

the person from whom the property was purchased, and any terms of financing between the seller and buyer;

- f. If the property is income-producing, the annual income for the previous two years; and depreciation deduction and annual cash flow before and after debt service, if any, during the same period;
- g. Remaining balance on any mortgage or other financing secured by the property and annual debt service, if any, for the previous two years;
- h. All appraisals obtained within the previous two years by the owner or applicant in connection with the purchase, financing, or ownership of the property;
- i. Any listing of the property for sale or rent, price asked and offers received, if any, within the previous two years;
- j. Assessed value of the property according to the two most recent assessments;
- k. Real estate taxes for the previous two years;
- l. Form of ownership or operation of the property whether sole proprietorship, for-profit or not-for-profit corporation, limited partnership, joint venture or other; and
- m. Any other information considered necessary by the DSD to make a determination as to whether the property yields or may yield a reasonable return to the owners.

(c) *Criteria.*

- (1) *Presumption.* There shall be a presumption of reasonable economic benefit or use for all designated properties. The burden of proving the loss of all reasonable beneficial or economic use of a property or economic hardship in an application for a COA rests with the applicant.
- (2) *Construction under subsections (a)(1), (2), or (3) above.* The following criteria shall be considered in reviewing an application for a COA for construction:
 - a. The height of any proposed alteration or new construction shall be visually compatible with adjacent properties;
 - b. The width and height of windows, doors, and entries shall be visually compatible with the character of the structure's original architectural style and those found in surrounding structures;
 - c. The relationship of a structure within a historic district to the open space between the structure and adjoining structures shall be visually compatible with the neighborhood or district;
 - d. The shape of the roof shall be compatible with the shape and type of roof of the structure's original architectural style and those found on neighboring structures in a historic district;
 - e. The size and mass (or shape) of the structure after alteration or construction shall be compatible with the structure's original architectural style and the character of surrounding structures;
 - f. Landscaping shall be compatible with the architectural character and appearance of the structure or historic district;
 - g. Architectural details, including color, materials and texture, shall be treated so as to make the structure compatible with its original architectural style and character and, as applicable, to preserve or enhance the architectural style and character of the historic district in which it is located;

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- h. The renovation of contributing structures in a historic district or designated sites shall meet the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings;
 - i. The proposed project shall conform with the other requirements of this chapter and with the goals, objectives, and policies of all elements of the comprehensive plan; and
 - j. The impact upon archaeological sites shall preserve the integrity of the site.
- (3) *Relocation under subsection (a)(3) above.*
- a. Any structure which is allowed to be relocated to a site within a historical district of the Town must conform to the standards, guidelines and associated land development regulations of the historic district.
 - b. When reviewing a COA for moving a designated structure, the following criteria shall be considered, in addition to the criteria in (c)(2):
 - 1. The historic character and aesthetic interest the structure contributes to its present setting;
 - 2. The reasons for the proposed move;
 - 3. The proposed new setting and general environment of the proposed new setting;
 - 4. Whether the structure can be moved without significant damage to its physical integrity;
 - 5. Whether the proposed relocation site is compatible with the historical and architectural character of the structure; and
 - 6. When applicable, the effect of the move on the distinctive historical and visual character of a designated historic district.
- (4) *Demolition under subsection (a)(4) above.*
- a. A building permit for the construction of a replacement structure must be submitted prior to consideration of an application for a COA for demolition of a historic structure. The demolition COA cannot be issued until after the building permit for construction of the replacement structure is obtained.
 - b. When reviewing a COA for the issuance of a demolition permit, the following criteria shall be considered:
 - 1. The historic or architectural significance of the structure;
 - 2. If applicable, the importance of the structure to the ambiance of a historic district;
 - 3. The difficulty or impossibility of reproducing such a structure because of its design, texture, material, detail or unique location;
 - 4. Whether the structure is one of the last remaining examples of its kind in the neighborhood or in the Town;
 - 5. The future utilization of the site;
 - 6. Whether reasonable measures can be taken to save the structure; and
 - 7. Whether the structure, as it exists, is capable of earning a reasonable economic return on its value, and whether the perpetuation of the structure, in light of its physical condition, its location and the anticipated expense of rehabilitation would be economically feasible.

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- (5) *Other activity under subsections (a)(5) and (a)(6) above.* In approving or denying any application for a COA involving a removal or other activity, the following criteria shall be considered:
- a. Whether the proposed modification or activity has a material effect on the historic resource;
 - b. Whether the proposed modification or activity will affect the historic and architectural significance, architectural style, design, arrangements, and material of the historic resource;
 - c. Whether the plans can be reasonably carried out by the applicant;
 - d. Whether the proposed work or activity will have a negative impact on the historic resource upon which such activity is to be done; and
 - e. Whether the proposed work or activity will have a negative impact on other historic resources within a district.
- (d) *Application review.*
- (1) The exterior construction or alteration of a designated historic property or archaeological site shall also be reviewed for compliance with the architectural review requirements of this chapter to assure consistency in form and style with both section 30-51 (including the Town Architectural Design Standards) and the requirements of this section.
 - (2) Based on the Town Architect's review, the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, as amended from time to time, the designation report, a complete application for COA, additional plans, drawings or photographs that describe the proposed construction or alteration, the applicable criteria above and other information the Town Commission deems relevant, the Commission shall approve, approve with conditions, or deny the application.
 - (3) A denial of a COA shall be accompanied by a written statement of the reason(s) for such denial.
 - (4) *Specific conditions for demolition.* In granting a COA for a demolition, the Commission may also impose one or more of the following requirements:
 - a. That the applicant provide a written and pictorial record of the structure's history and architectural features for archival purposes, approved by the Town. The record should include a narrative accompanied by relevant photographs, drawings, maps and copies of original documents;
 - b. That the owner allow salvage activities of the historic structure, provided that the Commission finds that there are salvageable materials within the structure; or
 - c. That the owner allow archaeological study of the property before, during, or throughout demolition if the property falls within an area demonstrated to have a medium or high probability to contain archaeological resources.
 - (5) A COA issued under subsections (a)(1)—(a)(5) must obtain a building permit within one year from the date of approval by the Commission. A COA issued under subsection (a)(6) shall act upon the COA within one year from the date of approval by the Commission.
- (e) *Conformity of work with the COA.*
- (1) All work performed pursuant to a COA shall conform to all provisions of the COA.
 - (2) It shall be the responsibility of the building department and DSD to inspect any work being performed from time to time to assure such compliance.
 - (3) In the event work is being performed that is not in accordance with such certificate, the building official is authorized to issue a stop work order. No additional work shall be undertaken as long as such stop work order shall continue in effect.

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- (f) *Other approvals still required.* Nothing contained in this section shall be construed as negating the requirement to obtain site plan approval in accordance with the requirements of this chapter, or negating any other requirement of this chapter.
 - (g) *Interior improvements.* Nothing contained in this section shall be construed to prevent the ordinary maintenance, repair or interior remodeling of any historic structure that does not involve a significant change in exterior material, design, or appearance, performed in accordance with all ordinances, rules and regulations of the Town.
 - (h) *Noncontributing structures.* Nothing contained in this section shall be construed as to prevent the demolition of a noncontributing structure in a historic district.

(Ord. No. 2016-03, § 5, 7-26-2016)

Sec. 30-444. Maintenance and repair of designated properties.

- (a) *General maintenance.*
 - (1) The owner of any historic resource or contributing property in a historic district, whether vacant or inhabited, shall be required to properly maintain and preserve such historic resource in good repair, consistent with the architectural characteristics of the designated property including, but not limited to maintenance and preservation of the following:
 - a. All of the exterior portions of such structures; and
 - b. All interior portions that, if not so maintained, may cause such structures to deteriorate or to become damaged or otherwise to fall into a state of disrepair.
 - (2) In addition, where the property is an archeological site, the owner shall be required to maintain the property in such a manner so as not to adversely affect the archeological integrity of the site.
- (b) *Demolition by neglect.*
 - (1) *Intent.* It is the intent of this subsection to prevent deliberate or inadvertent neglect of the exterior features of structures designated as contributing or significant, as well as interior portions thereof which, if not so maintained, may cause such structure to deteriorate or to become damaged or otherwise fall into a state of disrepair and to preserve against decay, deterioration and demolition. Such structures shall be maintained free from structural defects through prompt and corrective action to any physical defect which jeopardizes the structure's historic, architectural or structural integrity.
 - (2) An owner of a historic resource or contributing property within a designated historic district shall not cause or permit the resource to suffer demolition by neglect, and shall meet the requirements of this subsection.
 - (3) *Criteria.* In the absence of an interior inspection or a structural engineer's report as to any structural degradation, the special magistrate may find lack of affirmative maintenance or demolition by neglect based upon one or more of the following criteria:
 - a. Deteriorated or inadequate foundations;
 - b. Defective or deteriorated flooring or floor supports of insufficient size to carry imposed loads with safety;
 - c. Members of walls or other vertical supports that split, lean, list, or buckle due to defective material, workmanship, or deterioration;
 - d. Members of walls or other vertical supports that are insufficient to carry imposed loads with safety;

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- e. Members of ceilings, roofs and their support system, or other horizontal members which sag, split or buckle due to defective material, workmanship or deterioration;
 - f. Members of ceiling and roof supports or other horizontal members that are insufficient to carry imposed loads with safety;
 - g. Fireplaces or chimneys which list, bulge, or settle due to defective material, workmanship, or deterioration;
 - h. Deterioration or defects in paints, coating systems, flashing, or other ineffective waterproofing of exterior walls, roof and foundations, including windows and doors that may result in destructive moisture penetration or other forms of rot and decay;
 - i. Any fault, defect, or condition in the structure which renders the same structurally unsafe or not properly watertight;
 - j. Deterioration or crumbling of exterior plasters, mortars, brick, stone or wood siding;
 - k. Deterioration of any feature so as to create or permit the creation of any hazardous or unsafe condition or conditions as determined by the building official;
 - l. Deterioration of a historic structure or other historic resource to the extent that it creates or permits the creation of a hazardous or unsafe condition or conditions as determined by the building official;
 - m. Deterioration or removal of any unique architectural feature which would detract from the original architectural style; and
 - n. Any structure that has become uninhabitable shall be presumed to be suffering from demolition by neglect.
- (c) In any enforcement proceedings, the special magistrate may order remedial action by the Town to prevent demolition by neglect, including but not limited to roof repairs, moisture intrusion remediation or structural shoring. The procedure and cost of said action shall be as proscribed in chapter 6.5 of the Town Code of Ordinances, including lien of the subject property to recover the Town costs to protect the historic resource.
- (d) Violations of this section shall be additional to and not a replacement of the provisions of the building code requiring such structures to be kept in good repair, so that such structure shall be preserved in accordance with the purposes of this chapter.

(Ord. No. 2016-03, § 5, 7-26-2016)

Sec. 30-445. Definitions.

The terms and phrases used in this article shall have the following indicated meaning:

Archeological site. An individual historic resource recognized for its prehistoric or historic artifacts.

Building permit. See section 30-11.

Contributing property. A structure or site which contributes to the overall historic significance of a designated historic district, which was present during the period of historic significance, and possesses historic integrity reflecting the character of that time, or is capable of yielding important information about the historically significant period, or independently meets the criteria for designation as a historic resource.

Demolition. Except in the case of a relocation, the complete removal, or portions thereof of a structure from a site.

Demolition by neglect. The abandonment of a structure by the owner(s) resulting in such a state of deterioration that its self-destruction is inevitable or where the Building Official has designated the property as an unsafe structure.

Economic hardship. The loss of all reasonable beneficial or economic use of a property.

Exterior. All outside surfaces of a structure.

Florida site file. A compilation of archaeological and historic resources surveyed in the Town and recorded with the State of Florida, Bureau of Historic Preservation, Division of Historical Resources.

Historic district. A geographically definable area designated pursuant to this article possessing a significant concentration, linkage, or continuity of sites, structures or objects united by past development. A historic district may also be linked by association or history. A historic district may contain both contributing and noncontributing properties.

Historic resource. Any prehistoric or historic district, site, structure, object, or other real or personal property of historical, architectural or archaeological value. Historic resources may include, but are not limited to, monuments, memorials, Indian habitations, ceremonial sites, abandoned settlements, sunken or abandoned ships, engineering works, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, or culture of the Town, Broward County, or the State of Florida.

Individual historic property. A historic property, archaeological site or contributing structure in a proposed historic district that has been designated a historic resource by the Town based on its architectural, historical or archeological significance.

National Register of Historic Places. A Federal listing maintained by the U.S. Department of the Interior of sites, structures that have attained a quality of significance as determined by the Historic Preservation Act of 1966 as amended, 16 USC 470, or as may be amended, renumbered or replaced and its implementing regulation, 36 CFR 60, "National Register of Historic Places," or as may be amended, renumbered or replaced.

Noncontributing property. Any structure or site which does not contribute to the overall historic significance of a designated historic district as it was built or due to alterations, disturbances or other changes, and therefore did not or no longer possesses historic integrity or was not present during the period of historic significance or is incapable of yielding important information about that period.

Ordinary maintenance and repairs. Work done to prevent the deterioration, decay or damage to a structure or any part thereof by restoring the structure as nearly as practicable to its condition prior to such deterioration, decay or damage.

Owner. An individual, partnership, corporation or public agency holding fee simple title to real property. The term "owner" does not include individuals, partnerships, corporations or public agencies holding easements less than a fee simple interest, including leaseholds, in real property.

Rehabilitation. The act or process of returning a property to a state of utility through repair or alteration which makes possible an efficient contemporary use while preserving those portions or features of the property that are significant to its historical, architectural, and cultural values.

Relocation. The moving of a structure from its existing location to a new location.

Structure. See section 30-11.

(Ord. No. 2016-03, § 5, 7-26-2016)

Secs. 30-446—30-470. Reserved.

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INTRODUCTION

Since its initial enactment by Congress in 1966, and through its subsequent amendment, the National Historic Preservation Act, as amended (16 U.S.C. 470, et. seq.) has established a program of identification, evaluation, and protection of historic and prehistoric properties based on the National Register of Historic Places. The act also has formalized roles for a decentralized historic preservation partnership that includes federal, state, tribal, and local governments. Part of the national program is carried out by the states, under the direction of the National Park Service of the Department of Interior. Participating states receive funding assistance in the form of annual grants from the federal Historic Preservation Fund to support their efforts. Funds are normally used to support the programs of the State Historic Preservation Office. A portion of these funds may be regranted in the form of subgrants for survey and planning and community education activities.

The National Historic Preservation Act, as amended (16 U.S.C. 470 et. seq.), also contains the legal basis for the federal-state-local preservation partnership commonly referred to as the Certified Local Government program. The Act directs the State Historic Preservation Officer and the Secretary of the Interior to establish procedures for the certification of local governments to participate in this partnership. This document contains Florida's procedures.

Under the Certified Local Government program, the State: 1) delegates certain limited responsibilities to those local governments that meet specific qualifications for certification, and 2) provides, from its annual Historic Preservation Fund apportionment, on a competitive basis, limited grant-in-aid funding to assist certified local governments in carrying out the responsibilities so delegated.

The purpose of these guidelines is to set forth: 1) the requirements and responsibilities of participation in the Certified Local Government program, and 2) the procedures for certification of local governments and for transfer of federal grant funds to participating Certified Local Governments.

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A. Definitions

1. **Appropriate Chief Elected Local Official:** the mayor, county executive, or otherwise titled administrative official who is the head of the local political jurisdiction, which is the Certified Local Government.
2. **Commission:** a board, council, commission, or other similar collegial body which is established in accordance with Section B.2. of these guidelines.
3. **Designation:** the identification and registration of properties for protection that meet criteria established by the State or the locality for significant historic and prehistoric resources within the jurisdiction of a local government. Designation includes the identification and registration of resources according to the State or local criteria which must be consistent with the Secretary of the Interior's Standards for Identification and Registration. Adoption of the National Register criteria is encouraged.
4. **Florida Master Site File:** the state's clearinghouse for information on archaeological sites and historic structures, and field surveys of such sites and structures. It is a system of several paper and computer files maintained by the Division of Historical Resources, Florida Department of State.
5. **Historic Preservation Fund:** the source from which monies are appropriated to fund the program of matching grants-in-aid to the states for historic preservation programs and projects, as authorized by Section 101(d)(1) of the National Historic Preservation Act, as amended.
6. **Local Government:** the city, county, township, municipality, or any other general purpose political subdivision in the state.
7. **National Register of Historic Places:** the national list of districts, sites, buildings, structures, and objects significant in American history, architecture, archaeology, engineering, and culture, maintained by the Secretary of the Interior under authority of Section 101(a)(1)(A) of the National Historic Preservation Act, as amended.
8. **Protection:** the local review process under State or local law for proposed demolition or, changes to, or other action that may affect historic properties designated pursuant to a local government becoming a Certified Local Government. The CLG's local protection review process of the Act applies only to properties designated pursuant to State or local laws and procedures. This would not include properties listed on or determined eligible for the National Register of Historic Places unless such properties also were designated under the appropriate State or local process.
9. **State Historic Preservation Officer:** the official designated pursuant to s.267.031(7), Florida Statutes, to administer the state historic preservation program established for the purpose of carrying out the provisions of the National Historic Preservation Act of 1966, as amended.

B. Requirements

The following requirements are contained in 36 CFR Part 61, the implementing regulations for the National Historic Preservation Act, as amended (16 U.S.C. 470). Local governments desiring to become and remain Certified Local Governments must meet all of the following requirements:

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1. Enforce appropriate state or local legislation for designation and protection of historic properties. In the absence of state legislation, this requirement shall be met by the enactment of local legislation containing the following provisions:

- a) The purpose of the legislation shall be clearly stated and shall include authority for appointment of a Commission to be responsible for the designation and protection of historic properties.
- b) The legislation must clearly define criteria and a process the same as or substantially the same as that identified in the National Historic Preservation Act of 1966, (U.S.C. 470 et. seq.), as amended, for the designation of historic properties. The legislation shall state that boundaries for any historic districts or individual properties identified in or by the mechanisms contained in the legislation must be clearly established.
- c) The legislation shall provide for the authority for and the establishment of a process for the review and rendering of a decision upon all proposed alterations, relocations, demolitions or new construction within the boundaries of historic districts established under the legislation or which may directly affect historic properties designated under the legislation. This authority shall include provisions for delay of demolition but not for the indefinite stay of a demolition.
- d) The criteria for the review of proposals for alterations, relocations, demolitions and new construction shall be clearly set forth in the legislation and, in the case of alterations, shall achieve the purposes of the *Secretary of the Interior Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*.
- e) The legislation shall include provisions for enforcing decisions, including penalties for non-compliance. A right of and mechanism for appeal must exist in the legislation.
- f) Specific time frames for reviews and for consideration of alternatives should be identified.
- g) Provisions for public and owner notification and public hearings for designation and project reviews shall be established, per B.4., below.

2. The local government shall establish a historic preservation review commission (Commission) composed of professional and lay members in accordance with paragraph B.2.c., below.

- a) Each Certified Local Government shall have a Commission with a minimum of five (5) members, whose area of geographic responsibility is coterminous with the boundaries of its local jurisdiction. For communities with a population less than 10,000, the minimum number of members may be reduced but shall not be less than three (3) members. All commission members must have a demonstrated interest in historic preservation.
- b) Appointments shall be made by the appropriate local official of the jurisdiction concerned.
- c) To the extent available in the community, the local government shall appoint professional members from the disciplines of architecture, history, architectural history, planning, prehistoric and historic archaeology, folklore, cultural anthropology, curation, conservation, and landscape architecture or related disciplines to the extent such professionals are available in the community concerned (see Appendix A, Professional Qualifications Standards). The Professional Qualifications Standards in Appendix A are no more stringent than the standards for membership on the National Register Review Board. Lay persons who have demonstrated special interest, experience, or knowledge in

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history, architecture, or related disciplines shall make up the balance of Commission membership as provided for in Section B.2.e. in the event that there are not enough professionals in the community.

- d) Commission members should be residents of the jurisdiction for which they serve.
- e) Local governments shall be certified without the minimum number or types of disciplines represented on the Commission if they can demonstrate to the State Historic Preservation Officer that they have made a reasonable effort to fill those positions. Reasonable effort means that the local government has documented that (a) professionals in the required disciplines do not reside nor are property or business owners in the jurisdiction, or (b) local professionals are not willing to serve on the Commission, and (c) in the case of a Commission with fewer than the minimum numbers of members established in B.2.a., that no other lay persons meeting the requirements of B.2.c. are available to serve.
- f) The terms of office of Commission members shall be uniform and staggered, and of at least two but not more than five years' duration (except as provided on the initiation of a Commission). There is not necessarily a limit on the number of consecutive terms which may be served.
- g) Vacancies, including expired terms, shall be filled within 60 calendar days by the appropriate local official. An extension of up to an additional 60 calendar days shall be granted by the State Historic Preservation Officer upon receipt of a written request from the appropriate local official for such extension.
- h) Commission meetings shall be held as often as is necessary to complete commission work in a timely fashion, but no less than four meetings shall be held each year and minutes of each meeting shall be kept.
- i) Each Commission member should make a reasonable effort to attend State Historic Preservation Office training programs.
- j) The Commission shall review alterations, relocations, demolitions and new construction or other activities that may affect locally designated properties. The Commission shall review proposed National Register nominations within its jurisdiction. When a discipline is not represented in the Commission membership, the Commission shall seek expertise in this area when considering National Register nomination proposals and other actions that may impact properties which are normally evaluated by a professional in such discipline before rendering a decision. This can be accomplished through consulting (e.g., universities, private preservation organizations, or regional planning commissions) or by other means that the State Historic Preservation Officer determines appropriate.
- k) The legislation shall contain specific time limits within which the Commission shall act.
- l) The Commission shall have staff sufficient to undertake the requirements for certification and carry out the duties and responsibilities delegated to the Certified Local Government.
- m) The Commission shall adopt Rules of Procedure for use in all transactions involving the public.
- n) All Commission responsibilities must be complimentary to and carried out in accordance with the responsibilities of the State Historic Preservation Officer as described in 36 CFR 61.6, incorporated by reference.

- 3. The local government shall maintain a system for survey and inventory of historic properties.**
The term "historic property" or "historic resource" means any prehistoric or historic district,

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site, building, structure, or object included in, or eligible for inclusion on the National Register, including artifacts, records, and material remains related to such a property or resource.

- a) The Certified Local Government shall initiate and continue an approved process to identify historic properties within the jurisdiction.
- b) A detailed inventory of the designated districts, sites, and structures within the jurisdiction of local government must be maintained. The local inventory system shall be developed in consultation with the Florida Master Site File to ensure that the data produced can be integrated into the statewide comprehensive historic preservation planning process, and should include at a minimum a completed Florida Master Site File form with an assigned Florida Master Site File number. This documentation also applies to the CLG Inventory. The address for the Florida Master Site File is: Florida Master Site File, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250.
- c) All inventory material shall be kept: 1) safe, secure, and in an accessible location, 2) current, and 3) regularly provided to the State Historic Preservation Officer for incorporation into the Florida Master Site File.
- d) All inventory material shall be considered as public records and shall be available for public inspection per s.119.07, Florida Statutes, except as provided for in Section 304 of the National Historic Preservation Act of 1966, as amended (16 USC 470).
- e) Commission members shall be encouraged to participate in the survey process and in preservation planning carried out by the Certified Local Government.

4. Local governments shall provide for public participation in local historic preservation programs, including the process of recommending properties for nomination to the National Register.

- a) All Commission meetings shall be publicly announced, open to the public and have a previously advertised agenda. Commission meetings shall be held as often as is necessary to complete commission work in a timely fashion, but not less than four meetings shall be held each year.
- b) Minutes of all actions of the Commission including reasons for making decisions, must be kept on file and available for public inspection, per s.286.011 Florida Statutes.
- c) All decisions by the Commission shall be made in a public forum, and applicants shall be given written notification of decisions of the Commission.
- d) Rules of Procedure adopted by the Commission shall be available for public inspection, per s.119.07, Florida Statutes.
- e) Appropriate local officials, owners of record, and applicants shall be notified of proposed Commission actions concerning a proposed nomination to the National Register of Historic Places according to requirements found in 36 CFR Part 60, incorporated by reference. Objections by owners of properties proposed for nomination must be notarized.

5. Local governments shall satisfactorily perform the responsibilities listed in B.1. through B.4., above, and those specifically delegated to them by the State Historic Preservation Officer.

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C. Procedures

1. Certification of Local Governments in Florida

- a) The appropriate local official shall request certification from the State Historic Preservation Officer. The request for certification shall include:
 1. A written assurance by the appropriate official that the local government will fulfill all the requirements for certification. Requirements for certification include: enforcement of appropriate state or local legislation for designation and protection of historic properties, per B.1., above; establishment of a historic preservation review commission (Commission) composed of professional and lay members, per B.2., above; maintenance of a system for survey and inventory of historic properties, per B.3., above; provision for public participation in local historic preservation programs, including the process of recommending properties for nomination to the National Register, per B.4. above; and satisfactory performance of any additional responsibilities delegated to all Certified Local Governments in the state, and any other delegated responsibilities.
 2. A copy of the local legislation, per B.1., above.
 3. A map of the local government jurisdiction with any and all existing designated historic districts and individual historic properties clearly identified. Inclusion of these properties within the jurisdiction of the Certified Local Government shall be clearly demonstrated. This map shall be updated regularly through the incorporation of additions and deletions of districts and individual properties, and alterations of historic district boundaries.
 4. A copy of the Commission's Rules of Procedure.
 5. Resumes for each member of the Commission including, where appropriate, credentials or member expertise in fields related to historic preservation, per B.2.c., above, and Appendix A, below.
 6. Resumes for staff members, if there is professional staff.
- b) The State Historic Preservation Officer shall respond to the appropriate local official within 45 calendar days after receipt of an adequately documented written request for certification. The State Historic Preservation Officer will review the request and certify by letter of certification if the government fulfills the requirements. The State Historic Preservation Officer will prepare a written certification agreement which lists the specific responsibilities of the local government when certified. The written request, letter of certification and signed certification agreement by the State Historic Preservation Officer and the chief elected local official as well as a signed review checklist by the state shall be forwarded to the Secretary of the Interior by the State Historic Preservation Officer. If the Secretary of the Interior does not object within 15 working days after receipt, the State Historic Preservation Officer's certification of the local government to participate in the national historic preservation program shall be effective the date signed by the National Park Service.
- c) The State Historic Preservation Officer shall respond to the appropriate local official within 45 working days after receipt of a documented written request which is inadequate. The State Historic Preservation Officer shall indicate how inadequacies can be corrected in this notification.

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- d) Amendments to the delegation of responsibilities provided in the certification agreement shall be initiated by mutual agreement of the State Historic Preservation Officer and the local government. The amendment shall be prepared by the State Historic Preservation Officer and submitted to the Secretary of the Interior. If the Secretary of the Interior does not object within 15 working days after receipt, the amendment to the certification agreement shall be effective.
- e) The local government may appeal a denial of certification by the State Historic Preservation Officer to the Secretary of Interior.

2. Monitoring Certified Local Governments/Process for Decertification/Local Government Appeal.

- a) Once a local government is certified, it remains certified without further action unless officially decertified.
- b) The State Historic Preservation Office shall conduct periodic reviews and monitoring of Certified Local Governments to assure that each government is meeting the requirements for certification. Reviews shall be conducted at least once every four years, but may be conducted more frequently at the discretion of the State Historic Preservation Officer if deemed appropriate. Reviews shall be preceded by notice of at least 30 days.
- c) The Certified Local Government will supply at least 30 calendar days' advance notice of Commission meetings to the State Historic Preservation, Officer.
- d) A Certified Local Government is responsible for providing the State Historic Preservation Officer with particular information at frequent intervals. In addition to advance notice of meetings, Certified Local Governments shall submit the minutes of each Commission meeting, attendance at Commission meetings, and appointments to the Commission within 30 days after such actions. The Certified Local Government shall also inform the State Historic Preservation Officer about any new historic designations or alterations of existing designations immediately. Proposed amendments of the local historic preservation ordinance shall be submitted to the State Historic Preservation Officer for review and comment at least 30 days prior to the date scheduled for adoption.
- e) The Certified Local Government shall submit an annual report and other documents as necessary to the State Historic Preservation Officer. The annual report shall include any amendments to the local historic preservation ordinance, changes in Rules of Procedure, a summary of Commission activities including but not limited to the number of proposals reviewed, new designations, revised resumes, appointments to the Commission, a review of survey and inventory activity with a description of the system used, as well as a progress report on grant-assisted activities. The annual report is due by November 1 and shall cover the previous October 1 - September 30 year. It will be reviewed by the State Historic Preservation Officer within 30 calendar days after receipt.
- f) The State Historic Preservation Officer shall review expenditures of funds allocated as historic preservation grants-in-aid pursuant to C.3., Transfer of Funds, below.
- g) Review of the historic preservation grants-in-aid expenditures, as well as review of the annual report, shall form the basis of the State Historic Preservation Officer's evaluation of the Certified Local Government.

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- h) If the State Historic Preservation Officer's evaluation of a Certified Local Government indicates inadequate performance, that assessment will be documented, and ways to improve performance to acceptable levels shall be delineated by the State Historic Preservation Officer. The Certified Local Government shall have a sufficient period of usually not less than 30 nor more than 180 days to implement the improvements. If, at the end of this period, the State Historic Preservation Officer determines that sufficient improvement has not occurred, the State Historic Preservation Officer will recommend decertification of the local government to the Secretary of the Interior, citing specific reasons for the recommendation.
- i) Local governments may petition the State Historic Preservation Officer to be decertified voluntarily and without prejudice
- j) Grounds for investigations of decertification shall include revocation of the local ordinance, failure to comply with provisions incorporated into the local ordinance, failure to maintain a Commission, failure to maintain a survey and identification program, failure to provide for adequate public participation in the local historic preservation program, and failure to keep the State Historic Preservation Officer informed about Certified Local Government activities and actions.
- k) The local government may appeal a decertification decision of the State Historic Preservation Officer to the Secretary of the Interior. Upon decertification, the State Historic Preservation Officer shall conduct financial assistance closeout procedures as specified in The Historic Preservation Fund Grants Manual.

3. Transfer of Funds.

- a) Each Certified Local Government is eligible to request a portion of funds reserved from Florida's annual Historic Preservation Fund grant apportionment on a competitive basis. Selection criteria for such competition will be announced at least two months prior to the grant selection meeting.
 - 1. At least ten percent of Florida's annual Historic Preservation Fund Grant will be reserved for certified local governments.
 - 2. Any year in which the annual Historic Preservation Fund state grant appropriation for all states exceeds \$65,000,000, one half of the excess shall also be transferred to Certified Local Governments according to procedures to be provided by the Secretary of the Interior.
 - 3. There is no guarantee that Certified Local Governments will receive Historic Preservation Funds if they apply for such funds. Further, receipt of historic preservation regrant funding from the Florida State Historic Preservation Office is not assurance that funds will be available the following year or that a Certified Local Government will receive grant funding the following year.
- b) Each Certified Local Government which makes application for funds from Florida's annual Historic Preservation Fund apportionment is required by the Secretary of the Interior to:
 - 1. Maintain adequate financial management systems. Local financial management systems shall be in accordance with the standards specified in OMB Circular A-87, "Cost Principles Applicable to Grants and Contracts with State and Local Governments." Local financial management systems shall be

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auditable in accordance with OMB Circular A-133. Local financial management systems will be periodically evaluated by the State Historic Preservation Officer.

2. Adhere to all requirements of the Historic Preservation Fund Grants Manual.
 3. Adhere to any requirements mandated by Congress regarding the use of such funds. The State Historic Preservation Officer will advise Certified Local Governments of such requirements and will include a summary of such information in the materials made available to Certified Local Governments making application for funds, per C.3.c., below.
- c) The requirements listed in C.3.b., above, shall be used by the State as minimum requirements for local governments receiving Historic Preservation Funds; they also shall be included in the State's required written grant agreement with the local government.
- d) Certified Local Governments shall make applications for funds described in Federal Requirements and in C.3.a., above, on the time schedule and using the procedures identified in Chapter 1A-35, Florida Administrative Code, Rules of the Department of State, Historic Preservation Grants-in-Aid (See Appendix B). As applicants for shares of the reserved portion of Florida's Historic Preservation Fund annual apportionment, Certified Local Governments will follow procedures for applying for federal funds identified in Federal Requirements and in Subsection 1A-35.007, Florida Administrative Code. Certified Local Governments which are awarded funds under these rules and during other special application periods allowed for under the rules will be considered subgrantees of the Florida State Historic Preservation Office.
- e) Funds made available to Certified Local Governments from the reserved portion of Florida's annual Historic Preservation Fund apportionment shall be awarded on a competitive basis, per C.3.d., above, for historic preservation survey and planning, and community education activities. When evaluating Certified Local Government grant applications, the State shall:
1. Provide that the amount awarded any applicant must be sufficient to produce a specific impact.
 2. Ensure that the funds awarded will be sufficient to generate effects directly as a result of the funds transfer.
 3. Note that requirements for tangible results may not be waived even if there are many otherwise eligible applicants for the amount set aside for the Certified Local Governments share.
 4. Ensure that no Certified Local Government will receive a disproportionate share of the allocation.
- f) Submission of an application for a portion of Florida's annual Historic Preservation Fund apportionment, whether successful or not, shall not preclude or in any manner disqualify the Certified Local Government making such application from consideration for other state grant or federal regrant funds available under the terms of Chapter 1A-35, Florida Administrative Code, referenced in C.3.d., above.
- g) Historic Preservation regrant funding cannot be matched by other Federal Program grants, with the exception of Community Development Block Grant funds, as specified in Section 105(a)(9) of the Housing and Community Development Act of 1974, P.L. 93-388. Historic Preservation Fund regrants to Certified Local Governments

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must be used for activities which further the goals of identification, evaluation, protection, and preservation of cultural resources.

- h) Use of Historic Preservation regrant funding will be subject to all existing restrictions imposed by the Historic Preservation Fund Grants Manual. In accordance with the requirements of the manual, indirect costs may be charged as part of the Certified Local Government grant only if the Certified Local Government subgrantee meets the requirements of the Manual and has a current indirect cost rate approved by the cognizant Federal agency. Otherwise, only direct costs may be charged.

4. Certified Local Government Participation in the Florida National Register of Historic Places Nomination Process.

- a) The Commission complements the Florida National Register Review Board in the review of proposed nominations to the National Register. Sponsors of National Register nomination proposals located in areas served by a Certified Local Government shall have their proposals reviewed at the local level. Proposals for properties in areas not served by a Certified Local Government shall be reviewed by the Florida National Register Review Board. Nomination proposals submitted to the State Historic Preservation Officer for consideration by the Florida National Register Review Board will be reviewed to ascertain if they are located in an area served by a Certified Local Government. If a Certified Local Government serves the area, the State Historic Preservation Officer shall forward the nomination proposal to the local Commission.
- b) The local Commission will develop or receive the documentation necessary to nominate properties to the National Register. The Commission shall evaluate nomination proposals received for completeness in a timely manner. Should the nomination proposal not be technically complete, the Commission shall notify the proposal's sponsor in writing, identifying the technical deficiencies, within 30 days after receipt of the nomination proposal. If the nomination proposal is technically complete, the Commission shall place the item on its agenda for the next meeting or, should notification provisions outlined in C.4.c., below, make this impossible, for the earliest possible regular meeting.
- c) The Commission shall notify the following of its intention to consider a nomination proposal. In all cases, such notification shall occur at least 30 days but not more than 75 days prior to the Commission meeting at which the nomination proposal will be considered.
 - 1. Owner(s) of record of the property. The list of owners shall be obtained from official tax records. Where there is more than one owner on the list, each separate owner shall be notified.
 - 2. Appropriate local official(s). In the case of a Commission whose area of jurisdiction is a county, these will be the Chairman of the Board of County Commissioners and such other contact persons as may be designated, and the appropriate local official of a municipality if the property to be considered is located within municipal boundaries. In the case of a Commission whose area of jurisdiction is a municipality, this will include the appropriate municipal official(s) and the Chairman of the Board of County Commissioners. Within 30 days after receipt of the nomination proposal, the appropriate local official(s) shall submit in writing to

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the Commission a recommendation as to whether or not the property shall be nominated to the National Register.

3. State Historic Preservation Officer.

- d) Nomination proposals shall be considered by the Commission at a public meeting, and all votes on nomination proposals shall be recorded and made a part of the permanent record of the Commission meeting. All nomination proposals shall be forwarded, with a record of official action taken by the Commission and the recommendation of the appropriate local official(s), to the State Historic Preservation Officer within 30 days after the Commission meeting at which they were considered. If either the Commission or appropriate local official(s) or both support the nomination, the State Historic Preservation Officer shall schedule the nomination proposal for consideration by the Florida National Register Review Board as part of the normal course of business at the next regular meeting. The consideration of the nomination will be handled pursuant to Section 101(a) of the National Historic Preservation Act (and 36 CFR 60).
- e) If both the Certified Local Government Commission and appropriate local official(s) recommend that a property not be nominated to the National Register, the State Historic Preservation Officer shall take no farther action on the nomination proposal unless an appeal is filed within 30 calendar days with the State Historic Preservation Officer. Any reports and recommendations that result from such a situation shall be included with any nomination proposal submitted by the State Historic Preservation Officer to the Secretary of the Interior.
- f) Any person or organization which supports or opposes the nomination of a property to the National Register shall be afforded the opportunity to make its views known in writing. All such correspondence regarding a nomination proposal shall become part of the permanent record concerning that proposal and shall be forwarded with approved proposals to the State Historic Preservation Officer. In the case of disapproved nomination proposals, letters of support or comment shall be made a part of the permanent record concerning that proposal, and a list of such letters shall accompany the official copy of the disapproved nomination proposal when it is forwarded to the State Historic Preservation Officer, per C.4. above
- g) Nomination proposals to be considered by the Commission shall be on file at Commission headquarters for at least 30 days but not more than 75 days prior to the Commission meeting at which they will be considered. A copy shall be made available by mail when requested by the public and shall be made available at a location of reasonable local public access, such as a local library, courthouse, or other public place so that written comments regarding a nomination proposal can be prepared.
- h) Appeals. Any person may appeal the decisions of a local Commission. Appeals shall be directed to the State Historic Preservation Officer in writing within 30 calendar days of the State Historic Preservation Officer's receipt of the written decision of the Commission. Nominations or proposals which have been appealed shall be considered by the Florida National Register Review Board as part of the normal course of business at its next regular meeting. If the opinion of the Florida National Register Review Board is that the property or properties is or are significant and merit nomination to the National Register, the State Historic Preservation Officer shall notify the Commission, within 30 days after the National Register Review Board meeting, of

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its intent to forward the nomination to the National Register with a recommendation that the property or properties be listed. The State Historic Preservation Officer reserves the right, as in the case of any nomination proposal from a source other than a Certified Local Government, to edit or revise the nomination proposal or request that the sponsor make necessary revision prior to forwarding the proposal to the National Register. Other appeal procedures promulgated by the National Park Service, Department of the Interior, pertaining to local or state actions shall be followed by Certified Local Governments and by the State Historic Preservation Officer. Decisions of the State Historic Preservation Officer may be appealed to the National Park Service in accordance with the procedures in 36 CFR 60.12.

- i) Certified Local Government review and notification procedures do not apply when a Federal agency nominates a property under its ownership or control. Certified Local Governments are encouraged to coordinate with Federal agencies to the extent practical, however, in the consideration of such nominations. [36 CFR (c) (d) provide regulatory guidance regarding Federal reviews and comment periods.]



Town Commission Agenda Item Report

Meeting Date: April 27, 2021

Submitted By: Tedra Allen

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title: Renewal of Town Contracts

Explanation: The Purchasing Manual authorizes the Town Manager to exercise renewal options in Commission approved contracts after providing the Commission with notice of the Town Manager's intent to do so. It has been past practice to annually schedule a comprehensive review of all contracts that have a renewal option and present it to the Commission, so that the Commission can provide feedback regarding which contracts, if any, they would like staff to rebid.

Table One lists the contracts that are set to expire in 2021 and are eligible for renewal.

Table One

Contract	Description	Expiration Date	Renewal Option	Staff Recommendation
AG 2018-10 State Contracting	Construction Mgr. at Risk	4/12/21	One (1) year increment for up to a total contract term, including extension (5 years)	Extend
AG 2018-14 Man-Con	Construction Mgr. at Risk	4/20/21	One (1) year increment for up to a total contract term, including extension (5 years)	Extend
AG 2019-11 Limousines of South Florida	Transportation Agreement (Piggyback – Lauderdale Lakes)	5/1/21	Three (3) one (1) year term with 10-day notice	Extend
AG 2020-16 Andy Massari	Multi-Media Design Services	6/4/21	Two (2) years	Extend
AG 2021-08 Shades of Blue	Photograph and video footage	9/30/21	Two (2) one (1) year terms	Extend
AG 2017-25 C.A.P Government	Building Plans Review and Inspection Services	9/30/21	One (1) year term	Extend

Table Two lists contracts that have a contract renewal remaining, but staff would like to negotiate additional services or believes the contract warrants additional discussion before renewal. Staff has set tentative Commission date to discuss these items.

Table Two

Contract No.	Description	Expiration Date	Renewal Option	Tentative Commission Date
AG 2016-16 BSO	Police Service	9/30/21	Renewable for one (1) five (5) year term	June 8, 2021
AG 2016-05 VFD	Fire Protection & Fire Prevention Services	9/30/21	One (1) three (3) year term	TBD – awaiting results of Audit
AG 2012-09 Waste Pro	Solid Waste, Bulk Waste, and Recycling Collection	11/30/21	Three (3) – 3-to-5-year terms	May 25, 2021
AG 2017-32 Farmers' Market	License Agreement	N/A	TBD	June 29, 2021

Table Three lists the contracts that have reached their expiration and the Town has utilized all the extensions included in the contract. Staff will schedule a competitive solicitation for these services or review alternatives to move forward.

Table Three

Contract No.	What it is for	Date Entered	Duration	Expiration Date	Comments
AG 2019-34 All on Stage Production	Sound, Light & Staging for Christmas by the Sea	10/24/19	2 years	10/24/21	
AG 2019-29 Eriks Consultants	Lobbying Services	10/31/19	2 years	10/29/21	At their 4/23 meeting, Commission gave direction to waive the Purchasing Manual and extend contract
AG 2018-13 Civic Plus Addendum	Audio Eye Ally ADA - Accessibility Software	10/30/18	1 year	10/30/21	
AG 2019-08 Zambelli	4 th of July Fireworks Display	4/1/19	3 year	12/31/21	
AG 2019-31 Killowatt Electric	Electrical Maintenance (Oakland Park Piggyback)	11/14/19	2 years	12/31/21	
AG 2019-02 Conceptual Communications	Strategic Marketing	1/16/19	3 years	1/16/22	
AG 2020-05 Killowatt Electric	Electrical Installation (Coral Springs Piggyback)	1/17/20	2 years	1/17/22	

Recommendation: Staff requests that the Commission identify any contracts listed in Table 1 that they would not like to renew. If there are no contracts identified, staff will move forward with renewal letters.

Attachments: None



Town Commission Agenda Item Report

Meeting Date: April 27, 2021

Submitted By: Ken Rubach

Submitting Department: Municipal Services

Item Type: Resolutions

Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title: Resolution 2021-26 - APPROVING AND AUTHORIZING TOWN OFFICIALS TO EXECUTE A CONSTRUCTION AGREEMENT BETWEEN THE TOWN OF LAUDERDALE-BY-THE-SEA AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR PURPOSES OF CONSTRUCTING CROSSWALK ENHANCEMENTS WITHIN THE STATE RIGHT-OF-WAY (Ken Rubach, Director of Public Works)

Explanation: The Town has proposed the installation of rectangle rapid flashing beacons ("RRFBs") and in-ground pavement warning lights at the A1A/Hibiscus crosswalk (the "Crosswalk Improvements") to increase safety for pedestrians and enhance the visibility of crosswalk for vehicular traffic.

As part of the permitting process to install the Crosswalk Improvements, the Florida Department of Transportation ("FDOT") requires execution of a Construction Agreement with FDOT and a resolution authorizing the appointed Construction Coordinator for this project (Ken Rubach, Director of Public Works) to sign the agreement. This individual, who is the signatory for this project, must be an employee of the Town. This resolution, if passed, will allow us to move along in the permit approval process.

At its March 23, 2021 meeting, the Commission approved a budget transfer of \$50,000 to the FY21 CIP to fund the crosswalk upgrade.

Recommendation:

Staff recommends that the Town Commission approve Resolution 2021-26

Attachments:

Ex.1 – Resolution 2021-26

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**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, FLORIDA, AUTHORIZING EXECUTION OF A
CONSTRUCTION AGREEMENT WITH THE STATE OF
FLORIDA, DEPARTMENT OF TRANSPORTATION
("FDOT") TO PERMIT THE TOWN TO ENTER AND
CONSTRUCT CROSSWALK ENHANCEMENTS WITHIN
THE STATE RIGHT-OF-WAY; PROVIDING FOR
IMPLEMENTATION; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the Town has proposed the installation of rectangle rapid flashing beacons (“RRFBs”) and in-ground pavement warning lights at the A1A/Hibiscus crosswalk (the “Crosswalk Improvements”) to increase safety for pedestrians and enhance the visibility of crosswalk for vehicular traffic; and

WHEREAS, the Florida Department of Transportation (“FDOT”) requires that an agreement be in place between the Town and FDOT to ensure proper construction of the Crosswalk Improvements (the “Construction Agreement”); and

WHEREAS, Town staff recommends the Town Commission authorize execution of a Construction Agreement with FDOT, substantially in the form attached as Exhibit “A” for the Crosswalk Improvements.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF
THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:**

Section 1. Recitals. Each “WHEREAS” clause set forth is true and correct and incorporated herein by this reference.

Section 2. Execution Authorized. The Construction Coordinator for the Crosswalk Improvements is hereby authorized to execute a Construction Agreement with FDOT, substantially in the form attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the Interim Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 3. Implementation. The appropriate Town officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 4. Effective Date. This resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this _____ day of _____, 2021.

Mayor Chris Vincent

Attest:

APPROVED AS TO FORM:

Town Clerk Tedra Allen, CMC

(CORPORATE SEAL)

Susan L. Trevarthen, Town Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AGREEMENT

850-040-89
MAINTENANCE
OGC – 07/13
Page 1 of 4

Construction Agreement No.: _____

THIS CONSTRUCTION AGREEMENT (this “Agreement”) is made and entered into by and between the State of Florida, Department of Transportation, (Address) _____ (hereinafter referred to as the “DEPARTMENT”) and _____ (Address) _____ (hereinafter referred to as the “Construction Coordinator”).

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044(13), Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, pursuant to Section 339.282, Florida Statutes, the DEPARTMENT may contract with a property owner to finance, construct, and improve public transportation facilities; and

WHEREAS, the Construction Coordinator proposes to construct certain improvements to SR _____ Section _____ Subsection _____ from Begin MP _____ to End MP _____ Local Name _____ located in _____ County (hereinafter referred to as the “Project”); and

WHEREAS, the parties desire to enter into this Agreement for the Construction Coordinator to make improvements within the DEPARTMENT’S right of way to construct the Project, which will become the property of the Department upon acceptance of the work.

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Project shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement. The Construction Coordinator is authorized, subject to the conditions set forth herein, to enter the DEPARTMENT’S right of way to perform all activities necessary for the construction of See attached exhibit A scope of services/special provisions.

2. The Project shall be designed and constructed in accordance with the latest edition of the DEPARTMENT’S Standard Specifications for Road and Bridge Construction and DEPARTMENT Design Standards and Manual of Uniform Traffic Control Devices (“MUTCD”). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the DEPARTMENT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the DEPARTMENT Plans Preparation Manual (“PPM”) Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the “Florida Green Book”) and the DEPARTMENT Traffic Engineering Manual. The Construction Coordinator will be required to submit any construction plans required by the DEPARTMENT for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Construction Coordinator shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The Construction Coordinator shall maintain the area of the project at all times and coordinate any work needs of the DEPARTMENT during construction of the project.

3. The Construction Coordinator shall notify the DEPARTMENT a minimum of 48 hours before beginning construction within DEPARTMENT right of way. The Construction Coordinator shall notify the DEPARTMENT should construction be suspended for more than 5 working days.

4. Pursuant to Section 7-13 of the DEPARTMENT Standard Specifications, the Construction Coordinator is required to possess a general liability insurance naming the DEPARTMENT as an additional insured and insuring the DEPARTMENT and the Construction Coordinator against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the Construction Coordinator accessing DEPARTMENT right of way and the Construction Coordinator’s performance of the Project. Such amount shall be carried in a minimum amount of not less than _____ and 00/100 Dollars (\$ _____) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than _____ and 00/100 Dollars (\$ _____) for property damage, or a combined coverage of not less than _____ and 00/100 Dollars (\$ _____). Additionally, the Construction Coordinator shall supply the DEPARTMENT with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the DEPARTMENT. The bond and insurance shall remain in effect until completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall provide the DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a governmental entity they will be exempt from these requirements.

5. The Construction Coordinator shall be responsible for monitoring construction operations and the maintenance of traffic (“MOT”) throughout the course of the project in accordance with the latest edition of the DEPARTMENT Standard Specifications, section 102. The Construction Coordinator is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the DEPARTMENT Design Standards, Index 600 series. Any MOT plan developed by the Construction Coordinator that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the DEPARTMENT prior to implementation.

6. The Construction Coordinator shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

7. The Construction Coordinator will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

8. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Construction Coordinator's use, occupancy or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.

9. The Construction Coordinator shall perform all required testing associated with the design and construction of the project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.

10. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

11. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.

12. All work and construction shall be completed within _____ days of the date of the last signature affixed to this agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate this Agreement at any time, with or without cause and without DEPARTMENT liability to the Construction Coordinator, by providing sixty (60) days prior written notice of termination to the Construction Coordinator.

13. The Construction Coordinator shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.

14. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

15. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance to the plans. Prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

16. If the DEPARTMENT determines that the Project is not completed in accordance with the provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the Construction Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without DEPARTMENT liability to the Construction Coordinator for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice.

17. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.

18. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below.

19. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT right of way.

20. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

21. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.

22. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

23. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

24. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

25. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.

26. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

27. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

29. The Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction Coordinator shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.

30. Construction Coordinator:

- (1) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Construction Coordinator during the term of the contract; and
- (2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

31. COMPLIANCE WITH LAWS

The Construction Coordinator shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Construction Coordinator in conjunction with this Agreement. Specifically, if the Construction Coordinator is acting on behalf of a public agency the Construction Coordinator shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Construction Coordinator.
- (2) Provide the public with access to public records on the same terms and conditions that the Department 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.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Construction Coordinator 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 Department in a format that is compatible with the information technology systems of the Department. Failure by the Construction Coordinator to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Construction Coordinator shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Construction Coordinator and shall promptly provide the Department a copy of the Construction Coordinator's response to each such request.

CONSTRUCTION COORDINATOR CONTACT INFORMATION

Name _____ Title _____
Office No. _____ Cell _____ Email _____

Name _____ Title _____
Office No. _____ Cell _____ Email _____

Mail Address _____

IN WITNESS WHEREOF, Construction Coordinator and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

CONSTRUCTION COORDINATOR

By: _____ (Signature)

_____ (Print Name)

_____ (Title)

_____ (Date)

DEPARTMENT OF TRANSPORTATION

By: _____ (Signature)

_____ (Print Name)

_____ (Title)

_____ (Date)

Legal Review:
