CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● APRIL 8, 2025

City Commission Chamber	Regular City Commission Meeting	6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

HOLLY HILL
FLORIDA

City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Debra Snow

District 2 – Commissioner
Penny Currie

District 3 – Commissioner
Jeffrey DeLanoy

District 4 – Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

a. Roll Call
b. Invocation by City Commissioner Roy Johnson
c. Pledge of Allegiance

2. PRESENTATION

1. Proclamation - Sexual Assault Awareness Month - April

   (Requested by Valerie Manning, City Clerk)

3. PUBLIC COMMENTS

This is the time for the public to come forward with any comments they may have on any subject related to city business not listed on the Regular Agenda or under Public Hearings. Prior to commenting, individuals are asked to clearly state their name and city of residence for the record. Each individual shall be afforded no more than three (3) minutes to speak unless such time is extended by a majority vote of the City Commission. The City Clerk's Office is required to retain any documents, photographs, drawings, etc., that are shown to the City Commissioners. All comments shall be directed to the presiding officer.

4. APPROVAL OF MINUTES

1. Minutes - March 25, 2025 - Regular City Commission and CRA Meeting

   (Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 3)

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

1. Resolution –2025-R-28 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Memorandum of Agreement Between the United States Immigration and Customs Enforcement and the Holly Hill Police Department; Providing for Severability; and Providing for an Effective Date.

   (Requested by Byron Williams, Police)

2. Resolution –2025-R-29 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving a Contract with TC Metal Roofing, LLC in the Amount of $69,000.00 to Replace the Roof at the Water Treatment Facility and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Josef Grusauskas, Public Works)

3. Resolution –2025-R-30 A Resolution of the City of Holly Hill, Florida, Approving the Five-Year Renewal Agreement and Engagement Letter for Auditing Services with James Moore & Co., and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

6. REGULAR AGENDA

1. Resolution –2025-R-31 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of a Advance Water Meter Infrastructure (AMI)System from Badger Meter, Inc., Using the City of Pinellas Park's RFP #24.001; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.

   (Requested by Michele Moore, Finance)

7. PUBLIC HEARINGS

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant will be heard first. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that members of the public keep their comments brief and try to limit these comments to information not previously discussed. Members of the public who wish to speak, should state their name and city of residence clearly for the record. Each individual shall be afforded no more than three (3) minutes to speak unless such time is extended by a majority vote of the City Commission. The City Clerk's office is required to retain any documents, photographs, drawings, etc., that are shown to the City Commissioners. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

1. Ordinance –2025-O-3084 FIRST READING - an Ordinance of City of Holly Hill, Florida, Adopting the Amended Holly Hill Community Redevelopment Plan; Providing for a Ten-Year Extension of the City of Holly Hill Community Redevelopment Agency's Operational Timeframe; Providing for a Ten-Year Extension of the City of Holly Hill Community Redevelopment Area Redevelopment Trust Fund; Providing for the County TIF Contribution Rates for the Holly Hill Redevelopment Trust Fund; Providing for Severability; Providing for Inclusion in the Holly Hill Code; and Providing for an Effective Date.

   (Requested by Valerie Manning, City Clerk)

2. Ordinance –2025-O-3085 First Reading - an Ordinance of the City of Holly Hill, Volusia County, Florida, Annexing by Voluntary Petition Approximately 1.028 Acres Identified as Parcel Number 4242-04-21-0140 Contiguous to the City of Holly Hill; Redefining Boundaries of the City of Holly Hill to Include Said Property and the Adjacent Right-Of-Way of Nova Road; Directing the City Clerk to File the Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Volusia County and with the Department of State; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

   (Requested by Brian Walker, Board of Planning and Appeals)

3. Ordinance –2025-O-3086 FIRST READING - ORDINANCE 3086 - an Ordinance of the City of Holly Hill, Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Identified as 1152 S Nova Road (4242-04-21-0140), by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from MXZ (Mixed Use Zone) Volusia County to General Commercial Holly Hill; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date. AND FIRST READING - ORDINANCE 3087 - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending the Official Zoning Map to Designate the Property Described in Exhibit "A" from I-3 (Light Industrial) Volusia County to CC-1 (Commercial Corridor District) Holly Hill; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

   (Requested by Brian Walker, Board of Planning and Appeals)

8. COMMUNICATIONS

A. City Manager Comments
B. City Attorney Comments
C. Mayor's Comments
D. District City Commission Comments
E. Mayor's Conclusion Comments

9. ADJOURNMENT

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.

For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441

Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 04/08/25 06:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 4850

PRESENTATION (ID # 4850)

Proclamation - Sexual Assault Awareness Month - April

HOLLY HILL
FLORIDA

PROCLAMATION

BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA
DECLARING APRIL 2025 AS
"SEXUAL ASSAULT AWARENESS MONTH"
IN THE CITY OF HOLLY HILL, FLORIDA

WHEREAS, Sexual Assault Awareness Month calls attention to the fact that sexual assault violence is widespread and impacts every person in this community; and

WHEREAS, rape, sexual assault, and sexual harassment impact our community and statistics show that one in five women and one in 33 men will be raped at some point in their lives; that one in four boys and one in three girls will experience a sexual assault before age 18; youth ages 11-17 are 2.5 times as likely to be victims of rape or sexual assault and on campus one in five women and one in 16 men are sexually assaulted; and

WHEREAS, during 2024, Family Life Center, as the certified Rape Crisis Center in Flagler and Volusia County, provided 88 SA related community events and presentations, 474 hours of advocate crisis counseling, 236 crisis helpline calls answered and 70 accompaniments to forensic exams in Volusia County alone.

WHEREAS, the "Start By Believing" public awareness campaign (a program of End Violence Against Women International) is designed to improve the responses of friends, family members, and community professionals, so they can help sexual assault victims access supportive resources and engage the criminal justice system; and

WHEREAS, the City of Holly Hill joins advocates and communities across the country because we are strongest when we raise our voices together to change the culture to prevent sexual violence. Prevention requires addressing the root causes and social norms that allow sexual violence to exist. April is Sexual Assault Awareness Month, and each day of the year is an opportunity to create change for the future.

WHEREAS, the City of Holly Hill, in partnership with the Holly Hill Police Department Victim Advocacy Program and Victim Advocates from the Family Life Center (Rape Crisis Center / SAVE Program) is hereby dedicated to strengthening victims and survivors in the aftermath of crime, building resilience in our communities and our victim responders, and working for a better future for all victims and survivors.

Attachment: Proclamation - Sexual Assault Awareness Month of April (4850 : Proclamation - Sexual Assault Awareness Month - April)

NOW, THEREFORE, I, John Penny, Mayor of the City of Holly Hill, Florida and on behalf of the City Commission, do hereby proclaim April as ***"SEXUAL ASSAULT AWARENESS MONTH"*** in the City of Holly Hill, and do hereby encourage all citizens to support the "Start By Believing" public awareness campaign.

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

City of Holly Hill, Florida

_____

John Penny, Mayor

Attachment: Proclamation - Sexual Assault Awareness Month of April (4850 : Proclamation - Sexual Assault Awareness Month - April)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **April 8, 2025**
FROM: **Valerie Manning**
SUBJECT: **Minutes - March 25, 2025 - Regular City Commission and CRA Meeting**
NUMBER: **(ID # 4842)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the March 25, 2025 regular City Commission and CRA meeting.

MOTION:

Approve the minutes as submitted by staff.

- Minutes - March 25, 2025 - Regular CC and CRA meeting (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● MARCH 25, 2025

City Commission Chamber **Regular City Commission Meeting** **6:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Commissioner Currie ***made a motion to EXCUSE COMMISSIONER JOHNSON FROM THE MEETING DUE TO MEDICAL REASONS,*** *seconded by Commissioner Snow.*

Mayor Penny opened public participation.

Steve Updike, Holly Hill.

Mayor Penny closed public participation.

PASSED, 4-0.

Attendee Name	Title	Status	Arrived
John Penny	Mayor	Present	
Debra Snow	City Commissioner	Present	
Penny Currie	City Commissioner	Present	
Jeffrey DeLanoy	City Commissioner	Present	
Roy Johnson	City Commissioner	Excused	

b. Invocation by City Commissioner Jeff DeLanoy

Commissioner DeLanoy led the invocation.

c. Pledge of Allegiance

Mayor Penny led the Pledge of Allegiance to the Flag.

2. PRESENTATION

1.

Water Conservation Month - April

(Requested by Valerie Manning, City Clerk)

PROCLAMATION
BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA
DECLARING APRIL AS WATER CONSERVATION MONTH
IN THE CITY OF HOLLY HILL, FLORIDA

Attachment: Minutes - March 25, 2025 - Regular CC and CRA meeting (4842 : Minutes)

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, The State of Florida, Water Management Districts and the City of Holly Hill are working together to increase awareness about the importance of water conservation; and
WHEREAS, the City of Holly Hill and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and
WHEREAS, the City of Holly Hill has always encouraged and supported water conservation, through various educational programs and special events; and
WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and
WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and
WHEREAS, efficient irrigation design, programming, and maintenance can conserve water, Holly Hill will encourage citizens and businesses to evaluate their irrigation systems for potential efficiency enhancements.
NOW, THEREFORE, I, John Penny, Mayor of the City of Holly Hill, Florida and on behalf of the City Commission, do hereby proclaim April 2025 as:
WATER CONSERVATION MONTH

in the City of Holly Hill and urge all residents and businesses to help protect our precious water resources by practicing water saving measures and becoming more aware of the need to save water. For this, the 27th year of Water Conservation Month, there will be a special focus on improving outdoor irrigation efficiency.
IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 25th day of March, 2025.

RESULT:	**NO VOTE NEEDED**

3. RECESS THE CC MTG & CONVENE AS THE CRA

4. CRA AGENDA ITEM

The City Commission meeting was recessed at approximately 6:04 PM to convene as the Community Redevelopment Agency (CRA) for the CRA meeting.

1. -2025-R-23

A Resolution of the Holly Hill Community Redevelopment Agency Recommending Extension and Modification of the Community Redevelopment Plan by the City Commission of Holly Hill to Extend the Plan for a Period of Ten (10) Years; Approving the Community Redevelopment Plan Amendment; Making Findings, Recommendations, and Requests; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)
Tom Kohler, from GAI Consultants was present to address any questions related to the CRA Plan amendment.

Mayor Penny opened public participation.

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Jim Legary, Holly Hill.

Mayor Penny closed public participation.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Debra Snow, City Commissioner
SECONDER:	Penny Currie, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy
EXCUSED:	Johnson

Enacted and approved this 25th day of March, 2025, in Holly Hill

5. ADJOURN AS THE CRA & RECONVENE THE CC MTG

The Community Redevelopment Agency (CRA) meeting adjourned at approximately 6:14 PM. The City Commission regular meeting reconvened at that approximate time.

6. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners:

Steve Updike, Holly Hill; Christina Bremner, Holly Hill; Sandra Frasier, Holly Hill; Daniel Hake, Holly Hill; Brian Frasier, Holly Hill.

Mr. Forte stated that under Public Comments he wanted to go ahead and introduce the city's new Stormwater Engineer that he has been speaking of. Fred Griffith is here tonight and he will be starting this week.

Fred Griffith came forward and introduced himself to the Mayor, City Commissioners, staff and the audience at this time.

7. APPROVAL OF MINUTES

1.

Minutes - March 11, 2025 - Workshop and March 11, 2025 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Debra Snow, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy
EXCUSED:	Johnson

Enacted and approved this 25th day of March, 2025, in Holly Hill

Attachment: Minutes - March 25, 2025 - Regular CC and CRA meeting (4842 : Minutes)

8. CONSENT AGENDA - ITEMS (1 - 4)

The Mayor asked if there was anyone from the audience who wished to speak to any item on the Consent Agenda or if any member of the Commission wished to pull an item for further discussion. There was no one.

1. –2025-R-24 Resolution

A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2024-2025 Annual Operating Budget, Appropriating Carry Over Funds for Hurricane Milton Expenditures; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Jeffrey DeLanoy, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy
EXCUSED:	Johnson

RESOLUTION
2025-R-24
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2024-2025 ANNUAL OPERATING BUDGET, APPROPRIATING CARRY OVER FUNDS FOR HURRICANE MILTON EXPENDITURES; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2024-2025 ANNUAL OPERATING BUDGET, APPROPRIATING CARRY OVER FUNDS, TO THE FISCAL YEAR 2024-2025 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill City received damages during Hurricane Milton; and

WHEREAS, the City of Holly Hill Commission adopted Resolution 2024-R-66 approving the Annual Operating Budget for Fiscal Year 2024-2025; and

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2024-R-66 approving the Annual Operating Budget for Fiscal Year 2024-2025; and Resolution 2024-R-95, Resolution 2024-R-85, Resolution 2024-R-77, Resolution 2024-R-71, Resolution 2024-R-72, Resolution 2024-R-98,Resolution 2025-R-3, and 2025-R-30 amending the Fiscal Year 2024/2025 budget; and

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WHEREAS, the City of Holly Hill City Commission desires to appropriate the necessary carryover funds for continuation and completion of certain City operations and continuing projects and to set forth and appropriate certain revenues and expenses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. BUDGET AMENDMENT. The carryover funds are hereby appropriated as set forth in Composite Exhibit "A" attached hereto, which reflects expenditures for the Hurricane Milton damage expenditures for the fiscal year 2024-2025 budget.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2024 through September 30, 2025. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 25th day of MARCH, 2025.

Enacted and approved this 25th day of March, 2025, in Holly Hill

2. –2025-R-25 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggybacking of Volusia County Master Agreement No. 21-B-05LS with Fortiline, Inc., for the Purchase of Public Works Department Utility Repair and Maintenance Supplies in an Amount of $50,000 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Beth Wrenn, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Jeffrey DeLanoy, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy
EXCUSED:	Johnson

RESOLUTION
2025-R-25
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACKING OF VOLUSIA COUNTY MASTER AGREEMENT NO. 21-B-05LS WITH FORTILINE, INC., FOR THE PURCHASE OF PUBLIC WORKS DEPARTMENT UTILITY REPAIR AND MAINTENANCE

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SUPPLIES IN AN AMOUNT OF $50,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACKING OF VOLUSIA COUNTY MASTER AGREEMENT NO. 21-B-05LS WITH FORTILINE, INC., FOR THE PURCHASE OF PUBLIC WORKS DEPARTMENT UTILITY REPAIR AND MAINTENANCE SUPPLIES IN AN AMOUNT OF $50,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need of utility repair and maintenance supplies for the public works department; and

WHEREAS, the city has secured pricing agreements utilizing the piggybacking procurement method permitted under the City's purchasing guidelines; and

WHEREAS, City Purchasing Policy 2.39 allows the City to utilize Other Government Entities' competitive bidding and awarded contacts for goods and services; and

WHEREAS, Volusia County has a Fortiline, Inc., competitively bid and awarded a Master Agreement NO. 21-B-05LS with Fortiline, Inc., to provide Public Works Utility repair and maintenance supplies the city can utilize for supplies.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby approve the price agreement for the purchase of repair and maintenance for the Public Works Department, in an amount of $50,000 annually and authorizes the City Manager to execute the same.

SECTION 2. That the City Commission does hereby approve the piggybacking the Volusia County Master Agreement Number 21-B-05LS with Fortiline, Inc., to provide annual repair and maintenance supplies to the Public Works Department.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

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APPROVED AND AUTHENTICATED on this 25th day of MARCH, 2025.

Enacted and approved this 25th day of March, 2025, in Holly Hill

3. –2025-R-26 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Accept and Approve the City of Holly Hill's Designated Portion of the Volusia County Mitigation Strategy Plans; Providing for Severability; and Providing for an Effective Date.

(Requested by Josef Grusauskas, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Jeffrey DeLanoy, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy
EXCUSED:	Johnson

RESOLUTION
2025-R-26
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT AND APPROVE THE CITY OF HOLLY HILL'S DESIGNATED PORTION OF THE VOLUSIA COUNTY MITIGATION STRATEGY PLANS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT AND APPROVE THE CITY OF HOLLY HILL'S DESIGNATED PORTION OF THE VOLUSIA COUNTY MITIGATION STRATEGY PLANS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, areas of Holly Hill are vulnerable to the human and economic costs of natural, technological and societal disasters; and

WHEREAS, the Holly Hill City Commission realizes the importance of reducing or eliminating those vulnerabilities for the overall good and welfare of the community; and

WHEREAS, Holly Hill has been an active participant in Volusia Prepares, the Local Mitigation Strategy working group, which has established a comprehensive, coordinated planning process involving the county and its municipalities, as well as other public and private sector organizations, to eliminate or decrease these vulnerabilities; and

WHEREAS, Holly Hill representatives and staff have identified, justified and prioritized a number of proposed projects and programs needed to mitigate the vulnerabilities of

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unincorporated areas of Volusia County to the impacts of future disasters; and

WHEREAS, Holly Hill staff have reviewed the information provided by or for other participating jurisdictions and organizations, including the projects and programs they have proposed for incorporation into the Volusia County Local Mitigation Plan; and

WHEREAS, these proposed projects and programs have been incorporated into the current edition of the Volusia County Local Mitigation Plan that has been prepared and issued for consideration and implementation by the communities and jurisdictions of Volusia County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City of Holly Hill accepts and approves of its designated portion of the Volusia County Local Mitigation Plan.

SECTION 2. The City of Holly Hill accepts and endorses the mitigation goals and objectives established by Volusia Prepares for countywide plan, and the anticipated schedule of the next updating of the plan

SECTION 3. The City of Holly Hill finds that the proposed mitigation projects and programs included in the plan by other jurisdictions and organizations are acceptable, that they will not adversely affect the county of its neighborhoods, and that they do not conflict with or duplicate the mitigation proposals made by the county itself.

SECTION 4. The personnel of Holly Hill are requested and instructed to pursue available funding opportunities for implementation of the proposals designated therein.

SECTION 5. The agencies and organizations within Holly Hill will, upon receipt of such funding or other necessary resources, seek to implement the proposals contained in the county's individual section of the strategy.

SECTION 6. The City of Holly Hill will continue to participate in the updating and expansion of the Volusia County Local Mitigation Plan in the years ahead.

SECTION 7. The City of Holly Hill will further seek to encourage the businesses, industries and community groups operating within Holly Hill to also participate in the updating and expansion of the Volusia County Local Mitigation Plan in the years ahead.

SECTION 8. SEVERABILITY. If any section or portion of a section of this Resolution prove to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 9. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 25th day of MARCH, 2025.

Enacted and approved this 25th day of March, 2025, in Holly Hill

4. –2025-R-27 Resolution

Attachment: Minutes - March 25, 2025 - Regular CC and CRA meeting (4842 : Minutes)

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Joint Project Grant with Volusia County and City for Chemical Tank Replacements at the City Utility Treatment Facilities and a Budget Amendment Request Transferring City Cost Share Funds into a New Project Fund and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Josef Grusauskas, Public Works)

The Chemical Tank Replacement Resolution was accidentally added to this agenda. It had already been approved at the February 25, 2025 regular City Commission meeting. While creating a new agenda item for the Storm Sewer Lining project, this current item and it's attachments, were copied and pasted by accident. Therefore, this approval for Resolution 2025-R-27 is null and void. Public Works staff will resubmit an agenda item for the Storm Sewer Lining project at a later date. Therefore, this Resolution 2025-R-27 number will be used at the April 8, 2025 regular City Commission meeting.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Jeffrey DeLanoy, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy
EXCUSED:	Johnson

RESOLUTION
2025-R-27
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING JOINT PROJECT GRANT WITH VOLUSIA COUNTY AND CITY FOR CHEMICAL TANK REPLACEMENTS AT THE CITY UTILITY TREATMENT FACILITIES AND A BUDGET AMENDMENT REQUEST TRANSFERRING CITY COST SHARE FUNDS INTO A NEW PROJECT FUND AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING JOINT PROJECT GRANT WITH VOLUSIA COUNTY AND CITY FOR STORM SEWER PIPE EVALUATION AND PIPE LINING AGREEMENT AND A BUDGET AMENDMENT REQUEST TRANSFERRING CITY COST SHARE FUND INTO A PROJECT FUND AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE VOLUSIA COUNTY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City maintain and repair the a stormwater system to maintain

Attachment: Minutes - March 25, 2025 - Regular CC and CRA meeting (4842 : Minutes)

the health and well-being of the community; and

WHEREAS, the City desires to evaluate and repair the Eastern stormwater system to create and more resilient system; and

WHEREAS, The City applied for and has been award a Transform 360 joint project grant of $5,441,573.00 with Volusia County, FL with the County funding 75% of the project through a County Development Block Grant known as the Volusia Transform 360 grant; and

WHEREAS, The City has adequate reserves with a budget amendment to fund its 25% cost allocation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approves joint project grant agreement of $5,441,573.00 for the evaluation and lining of the Eastern Stormwater system and authorizes the City Manager to execute the same.

SECTION 2. That the City Commission of the City of Holly Hill approves a budget amendment in the amount of $1,360,393 to fund the City portion of the evaluation and lining of the stormwater system and authorizes the City Manager to execute the same.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 11th day of MARCH, 2025.

Enacted and approved this 25th day of March, 2025, in Holly Hill

9. REGULAR AGENDA

1.

Request for Lien Reduction - 746 Daytona Avenue

(Requested by Joseph Forte, City Manager)

Mr. Forte went through his staff report. The City received a request for a Reduction of a Code Enforcement Lien that has been placed on the real property located at 746 Daytona Avenue, Holly Hill, FL 3217. The original owner Jack A. Trimm, Jr., passed away on November 2, 2023. Through the process of Probate, Ronnie Trimm (Petitioner) petitioned the court for Administration. Mr. Jack Trimm was not survived by any spouse and had no children, living or deceased. Mr. Trimm's father is pre-deceased leaving his Mother, Mary Trim as the sole beneficiary. Mrs. Trimm is 90 years old and does not have the mean or methods to repair the property, so she had engaged a realtor to sell the property to a buyer with the ability to make the necessary repairs. On October 27, 2023, an Order

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of Non-Compliance was issued for violation of IPMC 304.7 Roofs and Drainage. Additional, on December 20, 2024 and Order of Non- Compliance was issued for violations of the following IPMC's:

- **IPMC 304.1** - Exterior Maintenance: Repair damaged rear porch
- **IPMC 304.13** - Windows: Repair damaged windows on the front porch
- **IPMC 304.2** - Flaking and Peeling Paint: Remove all flaking and peeling paint from the gable ends, trim, and repaint all fascia
- **IPMC 304.8** - Decorative Features: Repair damaged awnings on the south side of the house

The property remains in non-compliance. The property is in the process of being to Ryan Mcleod and Martha Mcleod through an "AS IS" Residential Contract for Sale and Purchase. The City Manager has negotiated, with the buyers, a reduction of lien in exchange for an Agreement to bring the property into full compliance within a specified time frame. Mr. Forte stated staff recommends reducing the lien from $23,300 to the amount of $3,549.55 to be paid no later than April 18, 2025 and release the lien upon request after the property has been brought into compliance in accordance with the attached agreement within the agenda packet.

Mayor Penny opened public participation. No one spoke.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Debra Snow, City Commissioner
SECONDER:	Penny Currie, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy
EXCUSED:	Johnson

Enacted and approved this 25th day of March, 2025, in Holly Hill

10. PUBLIC HEARINGS

1.

1025 N Nova Road - Special Exception

(Requested by Brian Walker, Board of Planning and Appeals)

Mr. Walker stated that the applicant is seeking special exception approval to allow a bar on a parcel in the B-5 zoning district. The subject property is located on the north east corner of Nova Road and 3rd Street and is more specifically known as 1025 N Nova Road Units 103 and 104, Holly Hill. The subject property is approximately 5 acres in size and contains two buildings containing a total of approximately 38,256 square feet of shopping area. The applicant is applying for a bar/pub. However, a bar/pub is permitted only as a special exception subject to the provisions of Section 114-691 of the Land Development Regulations of Holly Hill. Staff has reviewed the requirements and applicant responses, along with the reasons for denial. The proposal is not inconsistent with any elements of the comprehensive plan nor will it adversely affect the public interest or create a nuisance. Based on the information provided, staff does not object to the application for a special exception.

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Todd Hendrix, owner of Multi Miami, LLC and the applicant spoke briefly.

Mayor Penny opened public participation.

Morgan Brummit, Holly Hill; Christopher Delano (?) - lives with Morgan Brummit, Holly Hill; Danielle Latona, Holly Hill; Taylor Hergert, owns Suzzanne's Barber Shop on Nova Road, Holly Hill.

Mayor Penny closed public participation.

Mayor Penny asked if any member of the Commission had any ex parte communication with the applicant/owner. Commissioner Snow was the only one who had spoken with Mr. Hendrix.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Debra Snow, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy
EXCUSED:	Johnson

Enacted and approved this 25th day of March, 2025, in Holly Hill

2.

776 Parque Drive - Special Exception

(Requested by Brian Walker, Board of Planning and Appeals)

Mr. Walker stated the applicant is seeking special exception approval to allow fence manufacturing on a parcel in the CC-1 zoning district. The subject property is located on the north west corner of Parque Drive and Calle Grande Street. The subject property currently contains 4 buildings each being approximately 13,133 square feet. The applicant is applying to do fence manufacturing at the building addressed as 776 Parque Drive. However, fence manufacturing is permitted only as a special exception subject to the provisions of Section 114-684. Staff has reviewed the requirements, along with the reasons for denial. The proposal is not inconsistent with any elements of the comprehensive plan. Nor will it adversely affect the public interest or create a nuisance. Based on the information provided, staff does not object to the application for a special exception. The storage area for fence supplies does use some parking spaces. The applicant states that they do not have a showroom, nor do customers visit their business. Customers contact them via internet or phone and a representative of the business goes out to the customer. This reduces the need for customer parking. Employees also use company vehicles as their main transportation and take such vehicles home. This reduces the need for employee parking. Given these circumstances, staff has no objections to the use of some parking spaces for storage. Mr. Walker stated staff recommends conditional approval of the Special Exception to allow fence manufacturing and related storage on a parcel in the CC-1 zoning district located on the north west corner of Parque Drive and Calle Grande Street with the following conditions:

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- A Business Tax Receipt must be kept up to date.
  - The special exception applies to the specific business of fence manufacturing at 776 Parque Drive.
- All manufacturing work must be done in a completely enclosed building.
  - The perimeter of the property involved shall be inspected by the City and adequately fenced and screened to the city's satisfaction. Areas used for storage of materials must have screening that is 100% opaque.
  - No barbed wire is permitted.

Alex Trestini, applicant/owner of company spoke briefly.

Mayor Penny opened public participation.

Brian Frasier, Holly Hill.

Mayor Penny closed public participation.

Mayor Penny asked if any member of the Commission had any ex parte communication with the applicant/owners and there was no one.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Jeffrey DeLanoy, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy
EXCUSED:	Johnson

Enacted and approved this 25th day of March, 2025, in Holly Hill

11. COMMUNICATIONS

A. City Manager Comments

Mr. Forte asked which dates in April that he sent them would work for the goal setting session with Karen from the Volusia League of Cities. There was **consensus** from April 24th at noon. A calendar invite will be sent out to everyone once he gets back in touch with Karen. Mr. Forte asked if the Commission can give him direction to speak to Daytona Beach and see if they would be interested in being a partner with Holly Hill's YMCA since a majority of their residents use Holly Hill's facility. There was **consensus** for Mr. Forte to reach out to them. Mr. Forte gave an update on 700 Grove and that he will be meeting over at the property tomorrow at 9:00 AM with Code Enforcement and an officer. It's been brought to his attention that the individual living at that property is apparently taking things that don't belong to him. Mr. Forte reminded the Mayor and Commissioners about the four (4) Mitigation Grants options that are available for those affected by flooding and that the deadline to apply is April 11th. They are Elevate Florida, Transform386, Hazard Mitigation Grant Program and the U.S. Small Business Administration Loans. They have already been posted and shared for a while now on social media and various outlets for the public and he will ask staff to repost tomorrow morning. He encouraged anyone that may need to apply for a grant to do so before the deadline and to share the information.

B. City Attorney Comments

None.

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C. Mayor's Comments

Mayor Penny reminded everyone about the upcoming free dance party event this Friday, March 28th starting at 7:00 PM - 9:00 PM at Pictona with "Rocky & The Rollers - Decades Dance Party". On Saturday, April 12th starting at 10:00 AM - 12:00 PM will be the city's 22nd Annual Easter Egg event at City Hall. On Thursday, April 17th at 12:00 PM at Sunrise Park is the Employee Appreciation Day and they are planning on BBQ; if it rains it will be at Sica Hall. Mayor Penny stated that Julie Smith, the owner of the RV Park was here the other day and he visited with her at the park. Things are moving along and coming together.

D. District City Commission Comments

Commissioner DeLanoy shared his concerns about the various comments mentioned tonight regarding speeding and perhaps getting a few speed bumps; maybe they can discuss it further during the goal setting sessions.

E. Mayor's Conclusion Comments

None.

12. ADJOURNMENT

The meeting adjourned at approximately 7:40 PM.

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STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **April 8, 2025**
FROM: **Byron Williams**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Memorandum of Agreement Between the United States Immigration and Customs Enforcement and the Holly Hill Police Department; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2025-R-28**
APPLICANT:
PLANNER:

DISCUSSION:

This Memorandum of Agreement (MOA) constitutes an agreement between Unites States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the Holly Hill Police Department (HHPD), pursuant to which ICE delegates to nominated, trained, and certified officers or employees of HHPD the authority to perform certain immigration enforcement functions as specified.

FISCAL ANALYSIS:

There is no cost associated with the Memorandum of Agreement with ICE.

STAFF RECOMMENDATION:

Approve the Holly Hill Police Department's entry into a Memorandum of Agreement with ICE.

COMMISSION GOAL:

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN THE UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT AND THE HOLLY HILL POLICE DEPARTMENT.

ATTACHMENTS:

- ICE MOU (PDF)

Resolution No. 2025-28

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN THE UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT AND THE HOLLY HILL POLICE DEPARTMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN THE UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT AND THE HOLLY HILL POLICE DEPARTMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The United States Immigrations and Custom Enforcement, hereafter referred to as ICE, and the Holly Hill Police Department, hereafter referred to as HHPD, are criminal justice agencies, formally recognized by the Federal Bureau of Investigations and the Florida Department of Law Enforcement; and

WHEREAS, ICE, a component of the Department of Homeland Security, delegates to nominated, trained, and certified officers or employees of the HHPD the authority to perform certain immigration enforcement functions under the direction and supervision of ICE within HHPD's jurisdiction; and

WHEREAS, This Memorandum of Agreement sets forth the scope of the immigration officer functions that Department of Homeland Security is authorizing HHPD to perform; and

WHEREAS, Nothing contained within the Memorandum of Agreement shall otherwise limit the jurisdiction and powers normally possessed by HHPD personnel as members of HHPD; and

WHEREAS, The exercise of the immigration enforcement authority granted under this Memorandum of Agreement to HHPD personnel shall occur only as provided in this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approve this Memorandum of Agreement between The United States Immigrations and Custom Enforcement and HHPD.

SECTION 2. Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-276, authorizes the Secretary of Homeland Security, or her designee, to enter into written agreements with a State or any political subdivision of a State, so that qualified officers and employees can perform certain functions of an immigration officer.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of APRIL, 2025.

MEMORANDUM OF AGREEMENT
287(g) Task Force Model

This Memorandum of Agreement (MOA) constitutes an agreement between United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the Holly Hill Police Department, FL, pursuant to which ICE delegates to nominated, trained, and certified officers or employees of the HHPD, FL (hereinafter interchangeably referred to as "Law Enforcement Agency" (LEA)), the authority to perform certain immigration enforcement functions as specified herein. The LEA represents Holly Hill Police Dept., FL in the implementation and administration of this MOA. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein. The ICE and LEA points of contact for purposes of this MOA are identified in Appendix A.

I. PURPOSE

The purpose of this MOA is to set forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and thereafter be approved by ICE to perform certain functions of an immigration officer under the direction and supervision of ICE within the LEA's jurisdiction. This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority granted under this MOA to participating LEA personnel shall occur only as provided in this MOA. This MOA also describes the complaint procedures available to members of the public regarding immigration enforcement actions taken pursuant to this agreement by participating LEA personnel.

II. AUTHORITY

Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-276, authorizes the Secretary of Homeland Security, or her designee, to enter into written agreements with a State or any political subdivision of a State so that qualified officers and employees can perform certain functions of an immigration officer. This MOA constitutes such a written agreement.

III. POLICY

This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. It sets forth with specificity the duration of the authority conveyed and the specific lines of authority, including the requirement that participating LEA personnel be subject to ICE direction and supervision while performing delegated immigration officer functions pursuant to this MOA. For the purposes of this MOA, ICE officers will provide direction and supervision for participating LEA personnel only as to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment and performance of duties of participating LEA personnel.

Attachment: ICE MOU (2025-R-28 : ICE Memorandum of Agreement)

IV. TRAINING AND ASSIGNMENTS

Before participating LEA personnel receive authorization to perform immigration officer functions granted under this MOA, they must successfully complete mandatory training on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed as provided by ICE instructors and thereafter pass examinations equivalent to those given to ICE officers. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE. Only participating LEA personnel who are nominated, trained, certified, and authorized, as set out herein, have authority pursuant to this MOA to conduct the delegated immigration officer functions, under ICE direction and supervision, enumerated in this MOA.

Upon the LEA's agreement, participating LEA personnel performing immigration-related duties pursuant to this MOA will be assigned to various units, teams, or task forces designated by ICE.

V. DESIGNATION OF AUTHORIZED FUNCTIONS

For the purposes of this MOA, participating LEA personnel are authorized to perform the following functions pursuant to the stated authorities, subject to the limitations contained in this MOA:

- The power and authority to interrogate any alien or person believed to be an alien as to his right to be or remain in the United States (INA § 287(a)(1) and 8 C.F.R. § 287.5(a)(l)) and to process for immigration violations those individuals who have been arrested for State or Federal criminal offenses.

- The power and authority to arrest without a warrant any alien entering or attempting to unlawfully enter the United States in the officer's presence or view, or any alien in the United States, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(2) and 8 C.F.R. § 287.5(c)(1). Subsequent to such arrest, the arresting officer must take the alien without unnecessary delay for examination before an immigration officer having authority to examine aliens as to their right to enter or remain in the United States.

- The power to arrest without warrant for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(4) and 8 C.F.R. § 287.5(c)(2).

- The power to serve and execute warrants of arrest for immigration violations under INA § 287(a) and 8 C.F.R. § 287.5(e)(3).

- The power and authority to administer oaths and to take and consider evidence (INA § 287(b) and 8 C.F.R. § 287.5(a)(2)) to complete required alien processing to include fingerprinting,

Attachment: ICE MOU (2025-R-28 : ICE Memorandum of Agreement)

photographing, and interviewing, as well as the preparation of affidavits and the taking of sworn statements for ICE supervisory review.

- The power and authority to prepare charging documents (INA § 239, 8 C.F.R. § 239.1; INA § 238, 8 C.F.R § 238.1; INA § 241(a)(5), 8 C.F.R § 241.8; INA § 235(b)(l), 8 C.F.R. § 235.3) including the preparation of the Notice to Appear (NTA) or other charging document, as appropriate, for the signature of an ICE officer for aliens in categories established by ICE supervisors.

- The power and authority to issue immigration detainers (8 C.F.R. § 287.7) and I-213, Record of Deportable/Inadmissible Alien, for aliens in categories established by ICE supervisors.

- The power and authority to take and maintain custody of aliens arrested by ICE, or another State or local law enforcement agency on behalf of ICE. (8 C.F.R. § 287.5(c)(6))

- The power and authority to take and maintain custody of aliens arrested pursuant to the immigration laws and transport (8 C.F.R. § 287.5(c)(6)) such aliens to ICE-approved detention facilities.

VI. RESOLUTION OF LOCAL CHARGES

The LEA is expected to pursue to completion prosecution of any state or local charges that caused the alien to be taken into custody. ICE may assume custody of aliens who have been convicted of a state or local offense only after such aliens have concluded service of any sentence of incarceration. The ICE Enforcement and Removal Operations Field Office Director or designee shall assess on a case-by-case basis the appropriate actions for aliens who do not meet the above criteria based on special interests or other circumstances after processing by the LEA.

After notification to and coordination with the ICE supervisor, the alien whom participating LEA personnel have determined to be removable will be arrested on behalf of ICE by participating LEA personnel and be transported by the LEA on the same day to the relevant ICE detention office or facility.

VII. NOMINATION OF PERSONNEL

The chief officer of the LEA will nominate candidates for initial training and certification under this MOA. For each candidate, ICE may request any information necessary for a background check and to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. All candidates must be United States citizens. All candidates must have at least two years of LEA work experience. All candidates must be approved by ICE and must be able to qualify for appropriate federal security clearances and access to appropriate DHS and ICE databases/systems and associated applications.

Should a candidate not be approved, a substitute candidate may be submitted if time permits such substitution to occur without delaying the start of training. Any subsequent expansion in the number of participating LEA personnel or scheduling of additional training classes may be based

Attachment: ICE MOU (2025-R-28 : ICE Memorandum of Agreement)

on an oral agreement of the parties but will be subject to all the requirements of this MOA.

VIII. TRAINING OF PERSONNEL

ICE will provide participating LEA personnel with the mandatory training tailored to the immigration functions to be performed. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE.

Training will include, among other things: (i) discussion of the terms and limitations of this MOA; (ii) the scope of immigration officer authority; (iii) relevant immigration law; (iv) the ICE Use of Force Policy; (v) civil rights laws; (vi) the detention of aliens; (vii) public outreach and complaint procedures; (viii) liability issues; (ix) cross-cultural issues; and (x) the obligations under federal law, including applicable treaties or international agreements, to make proper notification upon the arrest or detention of a foreign national.

Approximately one year after the participating LEA personnel are trained and certified, ICE may provide additional updated training on relevant administrative, legal, and operational issues related to the performance of immigration officer functions, unless either party terminates this MOA pursuant to Section XVIII below. Local training on relevant issues will be provided on an ongoing basis by ICE supervisors or a designated team leader.

IX. CERTIFICATION AND AUTHORIZATION

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required testing. Upon certification, ICE will provide the participating LEA personnel with a signed authorization to perform specified functions of an immigration officer for an initial period of two years from the date of the authorization. ICE will also provide a copy of the authorization to the LEA. The ICE supervisory officer, or designated team leader, will evaluate the activities of all personnel certified under this MOA.

Authorization of participating LEA personnel to act pursuant to this MOA may be revoked at any time and for any reason by ICE or the LEA. Such revocation will require notification to the other party to this MOA within 48 hours. The chief officer of the LEA and ICE will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA, pursuant to Section XVIII below, shall constitute revocation of all immigration enforcement authorizations delegated herein.

X. COSTS AND EXPENDITURES

Participating LEA personnel will carry out designated functions at the LEA's expense, including salaries and benefits, local transportation, and official issue material. Whether or not the LEA receives financial reimbursement for such costs through a federal grant or other funding mechanism is not material to this MOA.

ICE is responsible for the installation and maintenance of the Information Technology (IT) infrastructure. The use of the IT infrastructure and the DHS/ICE IT security policies are

Attachment: ICE MOU (2025-R-28 : ICE Memorandum of Agreement)

defined in the Interconnection Security Agreement (ISA). The ISA is the agreement between ICE's Chief Information Security Officer and the LEA's Designated Accreditation Authority. The LEA agrees that each of its sites using an ICE-provided network access or equipment will sign the ISA, which defines the DHS ICE 4300A Sensitive System Policy and Rules of Behavior for each user granted access to the DHS network and software applications. Failure to adhere to the terms of the ISA could result in the loss of all user privileges.

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material used in the execution of the LEA's mission. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. ICE is responsible for the costs of the LEA personnel's travel expenses while in a training status, as authorized by the Federal Travel Regulation and the ICE Travel Handbook. These expenses include housing, per diem and all transportation costs associated with getting to and from training. ICE is responsible for the salaries and benefits of all ICE personnel, including instructors and supervisors.

The LEA is responsible for providing all administrative supplies (e.g. paper, printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

XI. ICE SUPERVISION

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE.

When operating in the field, participating LEA personnel shall contact an ICE supervisor at the time of exercising the authority in this MOA, or as soon as is practicable thereafter, for guidance. The actions of participating LEA personnel will be reviewed by the ICE supervisory officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for additional training or guidance for that specific individual.

For the purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only as to immigration enforcement functions. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these authorities shall be DHS and ICE policies and procedures, including the ICE Use of Force Policy. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law unless doing so would violate

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federal law.

If a conflict arises between an order or direction of an ICE supervisory officer and LEA rules, standards, or policies, the conflict shall be promptly reported to ICE, and the chief officer of the LEA, or designee, when circumstances safely allow the concern to be raised. ICE and the chief officer of the LEA shall attempt to resolve the conflict.

Whenever possible, the LEA will deconflict all addresses, telephone numbers, and known or suspected identities of violators of the INA with ICE's Homeland Security Investigations or ICE's Enforcement and Removal Operations prior to taking any enforcement action. This deconfliction will, at a minimum include wants/warrants, criminal history, and a person's address, and vehicle check through TECS II or any successor system.

LEA participating personnel authorized pursuant to this MOA may be assigned and/or co-located with ICE as task force officers to assist ICE with criminal investigations.

XII. REPORTING REQUIREMENTS

The LEA will be responsible for tracking and maintaining accurate data and statistical information for their 287(g) program, including any specific tracking data requested by ICE. Upon ICE's request, such data and information shall be provided to ICE for comparison and verification with ICE's own data and statistical information, as well as for ICE's statistical reporting requirements and to assess the progress and success of the LEA's 287(g) program.

XIII. RELEASE OF INFORMATION TO THIRD PARTIES

The LEA may, at its discretion, communicate the substance of this agreement to the media and other parties expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult with ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the

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applicability of this section to requests for release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

The points of contact for ICE and the LEA for the above purposes are identified in Appendix C.

XIV. LIABILITY AND RESPONSIBILITY

Except as otherwise noted in this MOA or allowed by federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel regarding their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel performing a function on behalf of ICE authorized by this MOA will be considered acting under color of federal authority for purposes of determining liability and immunity from suit under federal or state law. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the local ICE Office of the Principal Legal Advisor (OPLA) field location at_____. OPLA, through its headquarters, will assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g) and this MOA; and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be

Attachment: ICE MOU (2025-R-28 : ICE Memorandum of Agreement)

used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA derive from federal authority, the participating LEA personnel will comply with federal standards relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. § 552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices regarding data collection and use of information under this MOA.

XV. COMPLAINT PROCEDURES

The complaint reporting and resolution procedure for allegations of misconduct by participating LEA personnel, regarding activities undertaken under the authority of this MOA, is included at Appendix B.

XVI. CIVIL RIGHTS STANDARDS

Participating LEA personnel who perform certain federal immigration enforcement functions are bound by all applicable federal civil rights statutes and regulations.

Participating LEA personnel will provide an opportunity for subjects with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA as needed.

XVII. MODIFICATION OF THIS MOA

Modifications of this MOA must be proposed in writing and approved by the signatories.

XVIII. EFFECTIVE DATE, SUSPENSION, AND TERMINATION OF THIS MOA

This MOA becomes effective upon signature of both parties and will remain in effect until either party terminates or suspends the MOA. Termination by the LEA shall be provided, in writing, to the local Field Office.

In instances where serious misconduct or violations of the terms of the MOA come to the attention of ICE, the ICE Director may, upon recommendation of the Executive Associate Director for Enforcement and Removal Operations, elect to immediately suspend the MOA pending investigation of the misconduct and/or violations.

Notice of the suspension will be provided to the LEA, and the notice will include, at a minimum, (1) an overview of the reason(s) that ICE is suspending the 287(g) agreement, (2) the length of the temporary suspension, and (3) how the LEA can provide ICE with information regarding the alleged

Attachment: ICE MOU (2025-R-28 : ICE Memorandum of Agreement)

misconduct and/or violations, as well as any corrective measures it has undertaken.

ICE shall provide the LEA with a reasonable opportunity to respond to the alleged misconduct and/or violations and to take actions to implement corrective measures (e.g., replace the officer(s) who are the focus of the allegations). ICE will provide the LEA timely notice of a suspension being extended or vacated.

If the LEA is working to take corrective measures, ICE will generally not terminate an agreement. The termination of an agreement is generally reserved for instances involving problems that are unresolvable and detrimental to the 287(g) Program.

If ICE decides to move from suspension to termination, ICE will provide the LEA a 90-day notice in advance of the partnership being terminated. The notice will include, at a minimum: (1) An overview of the reason(s) that ICE seeks to terminate the 287(g) agreement; (2) All available data on the total number of aliens identified under the 287(g) agreement; and (3) Examples of egregious criminal aliens identified under the 287(g) agreement. ICE's decision to terminate a MOA will be published on ICE's website 90 days in advance of the MOA's termination.

This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

For the LEA:	**For ICE:**
Date:_____	Date:_____
Signature: _____	Signature:_____
Title: _____	Title:_____

Attachment: ICE MOU (2025-R-28 : ICE Memorandum of Agreement)

APPENDIX A

POINTS OF CONTACT

The ICE and LEA points of contact for purposes of implementation of this MOA are:

For ICE:

Department of Homeland Security
Immigration and Customs Enforcement
Enforcement and Removal Operations
Assistant Director for Enforcement
Washington DC

For the LEA:

Byron Williams
Chief of Police
386-248-9491
1065 Ridgewood Ave. Holly
bwilliams@hollyhillfl.org

Attachment: ICE MOU (2025-R-28 : ICE Memorandum of Agreement)

APPENDIX B

COMPLAINT PROCEDURE

This MOA is an agreement between ICE and the _____, hereinafter referred to as the "Law Enforcement Agency" (LEA), in which selected LEA personnel are authorized to perform immigration enforcement duties in specific situations under federal authority. As such, the training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for individuals' civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through these complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA the LEA shall, to the extent allowed by state law, make timely notification to ICE.

Further, if the LEA is aware of a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall remove the designated LEA personnel from the program, until such time that the LEA has adjudicated the allegation.

The LEA will handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE Office of Professional Responsibility (OPR) at ICEOPRIntake@ice.dhs.gov.

1. Complaint Reporting Procedures

Complaint reporting procedures shall be disseminated as appropriate by the LEA within facilities under its jurisdiction (in English and other languages as appropriate) in order to ensure that individuals are aware of the availability of such procedures. Complaints will be accepted from any source (e.g., ICE, LEA, participating LEA personnel, inmates, and the public).

Complaints may be reported to federal authorities as follows:

A. Telephonically to the ICE OPR at the toll-free number 1-833-4ICE-OPR; or

B. Via email at ICEOPRIntake@ice.dhs.gov.

Complaints may also be referred to and accepted by any of the following LEA entities:

A. The LEA Internal Affairs Division; or
B. The supervisor of any participating LEA personnel.

Attachment: ICE MOU (2025-R-28 : ICE Memorandum of Agreement)

2. Review of Complaints

All complaints (written or oral) reported to the LEA directly, which involve activities connected to immigration enforcement activities authorized under this MOA, will be reported to the ICE OPR. The ICE OPR will verify participating personnel status under the MOA with the assistance of ICE. Complaints received by any ICE entity will be reported directly to the ICE OPR as per existing ICE policies and procedures.

In all instances, the ICE OPR, as appropriate, will make an initial determination regarding DHS investigative jurisdiction and refer the complaint to the appropriate office for action as soon as possible, given the nature of the complaint.

Complaints reported directly to the ICE OPR will be shared with the LEA's Internal Affairs Division when the complaint involves LEA personnel. Both offices will then coordinate appropriate investigative jurisdiction, which may include initiation of a joint investigation to resolve the issue(s).

3. Complaint Resolution Procedures

Upon receipt of any complaint the ICE OPR will undertake a complete review of each complaint in accordance with existing ICE allegation criteria and reporting requirements. As stated above the ICE OPR will adhere to existing ICE reporting requirements as they relate to the DHS OIG and/or another legally required entity. Complaints will be resolved using the existing procedures, supplemented as follows:

A. Referral of Complaints to LEA Internal Affairs Division.

The ICE OPR will refer complaints, as appropriate, involving LEA personnel to the LEA's Internal Affairs Division for resolution. The Internal Affairs Division Commander will inform ICE OPR of the disposition and resolution of any complaints referred by ICE OPR.

B. Interim Action Pending Complaint Resolution

Whenever any participating LEA personnel are under investigation and subject to interrogation by the LEA for any reason that could lead to disciplinary action, demotion, or dismissal, the policy requirements of' the LEA shall he honored. If appropriate, an individual may he removed from participation in the activities covered under the MOA pending resolution of an inquiry.

C. Time Parameters for Resolution of Complaints

It is expected that any complaint received will be resolved within 90 days. However, this will depend upon the nature and complexity of the substance of the complaint itself.

D. Notification of Resolution of a Complaint

Attachment: ICE MOU (2025-R-28 : ICE Memorandum of Agreement)

ICE OPR will coordinate with the LEA's Internal Affairs Division to ensure notification as appropriate to the subject(s) of a complaint regarding the resolution of the complaint.

Attachment: ICE MOU (2025-R-28 : ICE Memorandum of Agreement)

APPENDIX C

PUBLIC INFORMATION POINTS OF CONTACT

Pursuant to Section XIII of this MOA, the signatories agree to coordinate any release of information to the media regarding actions taken under this MOA. The points of contact for coordinating such activities are:

For the LEA:

Byron Williams
Chief of POlice
386-248-9491
1065 Ridgewood Ave. Holly Hill, FL
bwilliams@hollyhillfl.org

For ICE:

Department of Homeland Security
Immigration and Customs Enforcement
Office of Public Affairs

Attachment: ICE MOU (2025-R-28 : ICE Memorandum of Agreement)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **April 8, 2025**
FROM: **Josef Grusauskas**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving a Contract with TC Metal Roofing, LLC in the Amount of $69,000.00 to Replace the Roof at the Water Treatment Facility and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2025-R-29**
APPLICANT:
PLANNER:

DISCUSSION:

Due to its age and condition, the roof of the Water Treatment Facility has been identified in the FY2024/2025 budget as needing to be replaced during the current fiscal year. As such, a formal sealed bid was held seeking proposals for the roof replacement. On March 18, 2025, four (4) bids were received to perform this work. The bids received were:

TC Metal Roofing	$69,000.00
Advanced Roofing	$140,680.00
Overall Contractors Group	$82,900.00
Next Dimension Construction	$103,069.70

The Request for Proposals for this project is included under Exhibit ‘A’ and bids submitted are included under Exhibits ‘B’ through ‘E’.

On March 20, 2025, an evaluation committee convened to discuss the bids received and select a contractor to recommend to the City Commission. Criteria analyzed and scored included the contractors’ previous commercial experience, contractor staff capacity, the cost proposal and warranties offered. Each member of the selection committee selected TC Metal Roofing as the top rated proposal submitted. A copy of the evaluation committee scoring is included under Exhibit ‘F’.

Prior to a formal recommendation being given to the City Commission, staff reached out for written references for TC Metal Roofing. Three written recommendations were received and are included under Exhibit ‘G’. This roof will be covered by a 20 year materials and 2 year workmanship warranty. Warranty information is included under Exhibit 'H'.

Staff is recommending that the City Commission approve an agreement with TC Metal Roofing

to replace the roof at the Water Treatment Facility. The cost of the roof replacement is $69,000.00. This cost does not include the reinstalling of lighting protection which will need to be separately bid.

FISCAL ANALYSIS:

Funding was approved in the FY2024/2025 budget in the amount of $100,000 for the replacement of the Water Treatment Facility roof under General Ledger account number 407-8110-580-6300, project 25WA01.

STAFF RECOMMENDATION:

Approve the agreement with TC Metal Roofing, LLC for the replacement of the Water Treatment Facility roof and authorize the City Manager to execute the agreement.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

MOTION:

APPROVE AN AGREEMENT WITH TC METAL ROOFING, LLC TO REPLACE THE ROOF AT THE WATER TREATMENT FACILITY AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT AS APPROVED IN THE FY2024-2025 BUDGET.

ATTACHMENTS:

- Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (PDF)
- Exhibit B - TC Metal Roofing Proposal (PDF)
- Exhibit C - Advanced Roofing Proposal (PDF)
- Exhibit D - Overall Contractors Group Proposal (PDF)
- Exhibit E - Next Dimension Construction Proposal(PDF)
- Exhibit F - Evaluation Matrices (PDF)

- Exhibit G - References (PDF)

Resolution No. 2025-29

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A CONTRACT WITH TC METAL ROOFING, LLC IN THE AMOUNT OF $69,000.00 TO REPLACE THE ROOF AT THE WATER TREATMENT FACILITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A CONTRACT WITH TC METAL ROOFING, LLC IN THE AMOUNT OF $69,000.00 TO REPLACE THE ROOF AT THE WATER TREATMENT FACILITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Due to its age and condition, the roof of the Water Treatment Facility is in need of replacement; and

WHEREAS, Four (4) properly solicited bids were received from contractors to perform this roof work; and

WHEREAS, a unanimous recommendation was reached by a selection Committee recommending that the contract for the replacement of the Water Treatment Facility roof be awarded to TC Metal Roofing, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approve a contract with TC Metal Roofing, LLC in the amount of $69,000.00 to replace the roof at the Water Treatment Facility and authorize the City Manager to execute the same.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of APRIL, 2025.

Request for Proposal

NUMBER
RFP # 25-WA-01

HOLLY HILL
FLORIDA

Water Treatment Facility Re-Roof

Michele Moore, Finance Director

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

SECTION 00 02 00
INVITATION TO BID
CITY OF HOLLY HILL, FLORIDA
WATER TREATMENT FACILITY RE-ROOF
BID# 25-WA-01

Notice is hereby given that the City of Holly Hill is accepting Sealed Proposals for the Water Treatment Facility Roof Replacements.

25-WA-01
"Water Treatment Facility Re-Roof"

Sealed proposals will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, until **10:00 am, March 18, 2025** at which time and place all proposals received will be publicly opened and read aloud in the City Hall Large Conference Room.

There will be a non-mandatory pre-bid meeting for this project at **10:00 am on February 25, 2025**. The meeting will be held in the City Commission Chamber, located in City Hall, 1065 Ridgewood Avenue, Holly Hill, FL 32117.

Description of work: Services to be provided shall include, but not be limited to, the following:

The City of Holly Hill, Florida, is requesting proposals from experienced contractors to replace the roofs at the Water Treatment Facility. The project purpose if the removal and replacement of an approximately 7,400 square foot modified bitumen roof serving the Water Treatment Facility. A more detailed scope of work can be found in 'Exhibit A' of the bid packet. The proposals are to be in accordance with the terms, conditions and specifications stated herein.

Copies of the bid documents may be obtained electronically from VendorLink at www.myvendorlink.com. Any addenda to these bid documents will be posted on the VendorLink website. It is the contractor's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed **in writing** to the Michele Moore at financedirector@hollyhillfl.org. Questions to be submitted no later than **5:00pm on March 7, 2025.**

Local permits must be pulled for this project, but costs of the permit will be paid by the City of Holly Hill.

All bidders are required to complete and submit the "Public Entity Crime Sworn Statement", Form #PUR 7068, as designated by Florida Statutes, Section 287.133(3)(a), with their bids.

The City of Holly Hill is not responsible for the U.S. mail or private carriers or messengers in regard to mail being delivered by the specified time so that a bid can be considered. No bids received after the time and date specified for the opening will be considered. The City of Holly Hill, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids reviewed, whenever such rejection or waiver is in the best interest of the City.

No bids received after the time and date specified for the opening will be considered. The City of Holly Hill, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids reviewed, whenever such rejection or waiver is in the best interest of the City.

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

One (1) original and one (1) electronic copy on USB flash drive shall be addressed to City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside: WATER TREATMENT FACILITY RE-ROOF

CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
s/ Joseph A. Forte
City Manager

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

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CITY OF HOLLY HILL

WATER TREATMENT FACILITY RE-ROOF

BID NO. 25-WA-01

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Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

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W-9
LABEL
Exhibit A – Water Treatment Facility Re-Roof

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

1.0 INTRODUCTION/ OVERVIEW

1.1 Purpose/Objective

The City of Holly Hill, Florida, "City", has issued this Request for Proposal (hereinafter, "**RFP**") with the sole purpose and intent of obtaining proposals from qualified and licensed firms to provide for the Water Treatment Facility Re-Roof with the specifications stated and/or attached herein/hereto. The firm awarded this contract must meet or exceed all terms, conditions and specifications of the City. The successful proposer(s) will hereinafter be referred to as the "Contractor".

The term of this agreement shall be for ninety days (90) days beginning on the date the notice to proceed is issued. This contract may not be renewed. All prices quoted shall remain firm for the duration of this agreement. Also, the City reserves the right to cancel the agreement and/or contract with thirty (30) days written notice for any reason deemed by the City with no right to appeal.

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of Holly Hill City Commission (herein after, the "Commission"), signed by all required parties and filed with the City Clerk.

The specifications included herein are based on requirements to ensure that the lowest practical cost and highest practical quality are obtained at quality prices using the latest technology. **The City will not honor or consider any price increase, fuel surcharge or add-on cost during the established performance period**.

Termination or cancellation of the contract will not relieve the contractor of any obligations or any deliverables or liabilities entered prior to termination of the contract. The contractor may cancel the resulting contract with a one hundred and twenty (120) days written notice.

The City will notify the contractor in writing of any deficiencies or defaults in the performance of his/her duties under the Contract. The Bidder shall understand that the time limit indicated for completion of this contract and the amount of liquidated damages to be charged against the Contractor shall be declared in default in accordance with the provisions of the specifications as specified on the Agreement Form.

As is more fully explained in Section "6L" of this **RFP**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFP**. The City will not use any other factors or criteria in the evaluation of the bids received.

1.2 Background

The City serves an area of less than 4 square miles with a population of approximately 13.108. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Holly Hill's Annual Comprehensive Financial Report for fiscal year 2022-2023 and in the City's Annual Budget for fiscal year 2024-2025. Copies of these documents may be viewed on www.hollyhillfl.org. The City of Holly Hill is exempt from any and all state, local and federal taxes.

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

1.3 Inquiries

Direct questions related to this **RFP** to Michele Moore, Finance Director, and submit such questions in writing to financedirector@hollyhillfl.org. Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing and posted on VendorLink (www.myvendorlink.com) from financedirector@hollyhillfl.org. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on VendorLink (www.myvendorlink.com).

1.4 Method of Source Selection

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Resolution 2023-R-82 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the proposal is responsive to the **RFP**. Proposals deemed to be non-responsive may be rejected without being evaluated by the Selection Committee appointed by the City Manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Commission who will make the final selection(s). A responsive proposal is one which has been signed and submitted by the specified Proposal deadline, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a Proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this **RFP** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, solicitation requirements.

1.5 Pre-Bid Conference

☐ A pre-bid conference is not applicable for this solicitation.

☒ A pre-bid conference is applicable for this solicitation.

A non-mandatory pre-bid conference will be held on **February 25, 2025 at 10:00 am** in the City Commission Chambers, located at City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

1.6 Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **RFP** process.

Event	**Date**
Issue **RFP** Notice	February 14, 2025
Non-Mandatory Pre-Bid Meeting	February 25, 2025@ 10:00 am
Last Date for Receipt of Written Questions	March 7, 2025@ 5:00 pm
Addendum Issued (If Applicable)	March 11, 2025@ 5:00 pm
Proposal Opening Date	March 18, 2025@ 10:00 am
Evaluation Committee	March 20, 2025@ 9:00 am
Notice of Recommendation	March 20, 2025
City Commission Hearing Date	April 8, 2025@ 6:00 pm

2.0 GENERAL DESCRIPTION AND SPECIFICATIONS OR SCOPE OF WORK

The City of Holly Hill, Florida, is requesting proposals from experienced contractor(s) to replace the roofs of the Water Treatment Facility located at 453 LPGA Boulevard, Holly Hill, Florida 32117. Specifications are included on 'Exhibit A' of this bid packet.

Any warranties offered for materials and/or labor should be submitted with bid packet for evaluation.

3.0 GENERAL RESPONSIBILITIES

3.1 Contractor's Responsibilities/Requirements

It shall be understood and agreed that a firm submitting a Proposal shall meet the following responsibilities/requirements:

3.2 Drug-Free Workplace

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.

3.3 OSHA Standards

Contractor shall adhere to all applicable OSHA standards while performing work within the City.

3.4 Damage to public and/or private property

Extreme care shall be taken by Contractor to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

property shall be the responsibility of the Contractor and shall be repaired and/or replaced by Contractor at no additional cost to the City. The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, the Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at no additional cost to the City.

3.5 Hours of operation

All work under this contract shall be performed between the hours of 7:00 am and 5:00 pm, local time, Monday through Friday.

3.6 City's Responsibilities

City responsibilities include:

- The City will work with the Contractor to develop a schedule and ensure access to all locations assigned under future work orders.
- The City designates the Public Works Administrative Manager as the owner's representative in all matters regarding this solicitation.

3.7 The City's Right to Inspect

The City or its authorized Agent shall have the right to inspect the Contractor's files to determine status of work on this project.

4.0 TERMS AND CONDITIONS OF CONTRACT

The City has developed standard contracts/agreements. The Contractor shall be required to return a signed standard City contract/agreement contained within this **RFP** with your submittal.

A contract/agreement resulting from this **RFP** shall be subject to the terms and conditions set forth in a standard City Contract and any terms and conditions included in this **RFP**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor with their submittal until approved by Commission.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within

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the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Building and Zoning Department, (386) 248-9442.

5.2 Principals/Collusion

By submission of this Qualification, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

5.3 Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

5.4 Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

5.5 Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

5.6 Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this without cause or for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

5.7 Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

5.8 Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company

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or corporation without prior written consent of the City.

5.9 Lobbying

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Commission approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or her designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

5.10 Single Bid

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **RFP**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **RFP**.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same **RFP** nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

5.11 Protest Procedures

Any appeal or protest to the Request for Proposal shall be governed by the City of Holly Hill's Purchasing Policies and Procedures.

5.12 Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

5.13 Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this **RFP** document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

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5.14 Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, **RFP**, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

5.15 Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

5.16 Billing Instructions – Awarded Contractor(s)

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted in to the City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117. Specific format of the invoice shall be worked out between the City and the consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time. Final payment will be made with the completed checklist **(See EXHIBIT D**) is submitted and attached to final invoice.

5.17 Vendor Preference

A local vendor would be interpreted as a bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Holly Hill from which the vendor operates and performs business. A Post Office Box cannot be used to establish physical address. A local vendor preference of no greater than 5% (Not to exceed $5,000) of the price submitted by the non-local vendor shall be granted with City Commission approval.

5.18 E-Verify Compliance

The contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement

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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 Agreement term.

2. That the Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Contractor further understands and agrees that in the event of such termination, the Contractor shall be liable to the City for any costs incurred by the City as a result of the Contractor's breach

Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

5.19 Guarantees and operating instructions

All work performed by Contractor in completing the Project shall be guaranteed by Contractor against all defects resulting from the use of materials, equipment and workmanship for a period consistent with the Contract term.

All warranties will commence when the owner approves the contract is substantially complete. Within the warranty period, the Contractor is responsible for repairs or changes if required in connection with the guaranteed work, which in the opinion of the Owner is rendered necessary as a result of the use of materials, equipment or workmanship which are defective or inferior or not in accordance with the terms of the Contract. Upon receipt of written notice from the Owner, the Contractor shall promptly proceed to correct all defects of guaranteed work to satisfactory condition in accordance with the Contract without expense to the Owner.

If the Contractor, after receipt of any such written notice, fails within seventy-two (72) hours to commence with performance of the work necessary to remedy all defects in the work described in such notice so as to provide Owner with the Project completed in accordance with all requirements of the Contract Documents, or fails to complete the performance of such remedial work within a reasonable time after commencing same, Owner shall be entitled to have such defective work remedied on the account of Contractor and its Surety, in which event, Contractor and its Surety shall be fully liable for all costs and expenses reasonably incurred by Owner in having such defective work remedied. Contractor shall be responsible for collecting, identifying, indexing, and collating the following materials from the subcontractors, and will deliver four copies of the finished document to the Owner for review.

Complete equipment diagrams, operating instructions, maintenance manuals, parts lists, wiring diagrams, pneumatic and/or electrical control diagrams, test and balance reports, inspection reports, guarantees and warranties addressed to the City for which the construction is being performed, as applicable, for each and every piece of Fixed Equipment furnished under this Contract to be supplied in a ring \ard-cover book, properly indexed for ready reference. Also, specific information regarding manufacturer's name and address, nearest distributor and service representative's name, address, telephone number(s), make and model numbers, operating design and characteristics, etc., will be required. All information submitted shall be updated to reflect existing conditions.

Subsequent to the time of Substantial Completion and receipt of As-Builts, Operations and Maintenance Books but prior to the date of Final Completion, Contractor and/or Subcontractor shall provide a competent and experienced person (or persons) thoroughly familiar with the work for a reasonable period of time to

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instruct City personnel in operation and maintenance of equipment and control systems. This instruction will include normal start-up, run, stop, and emergency operations, location and operation of all controls, alarms and alarm systems, etc. The instruction will include tracing the system in the field and on the diagrams in the instruction booklets so that operating personnel will be thoroughly familiar with both the system and the data supplied.

6.0 INSTRUCTIONS FOR BID

6.1 Compliance with the RFP

Bids must be in strict compliance with this **RFP**. Failure to comply with all provisions of the **RFP** may result in disqualification.

6.2 Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFP**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

6.3 Acknowledgment of Bonding Requirements

☒By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid.

☐Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Holly Hill on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation. The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates

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of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective contractors. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (120) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☐ Performance and Payment Bonds: For projects in excess of $300,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than $500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety. All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

6.4 Delivery of Bids

All bids are to be delivered before **10:00 a.m., local time, on or before March 18, 2025** to:

City of Holly Hill
City Clerk
1065 Ridgewood Ave.
Holly Hill, Florida
32117

The City shall not accept bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition: The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

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Proposers must submit **one (1) hard copy and one (1) electronic copy on a USB flash drive** "Water Treatment Facility Re-Roof"

6.5 Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

1. The City Manager shall approve an Evaluation Committee to review all Proposals submitted in accordance with Statute. At a minimum there will be one non-voting member of the Finance Department as part of the evaluation committee. There shall be a minimum of three voting members of the committee, but always an odd number.

2. Request for Proposals (**RFP**) issued.

3. Subsequent to the closing of Proposals, the Finance Department shall review the Proposals received and verify whether each Proposals appears to be minimally responsive to the requirements of the published **RFP**. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) F.S. and s. 24(a), Art. 1 of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

4. The voting committee members shall review each Proposal individually and score each Proposals based on the evaluation criteria state herein.

5. Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.

6. The voting members of the committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposals to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Finance Department to schedule the top ranked firm(s) for oral presentations/interviews. The City reserves the right to withdraw this **RFP** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Proposals by the City or a submission of a Proposals to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Proposals does not guarantee issuance of any other governmental approvals.

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6.6 Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFP**, Proposer shall immediately notify the Finance Director, noted herein, of such error in writing and request modification or clarification of the document. The Finance Director will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFP** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFP** prior to submitting the Proposals or it shall be waived.

6.7 Proposals, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Proposals in response to this **RFP**, nor for the presentation of its Proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

6.8 Acceptance or Rejection of Proposals

The right is reserved by the City to waive any irregularities in any Proposal, to reject any or all Proposals, to re-solicit for Proposals, if desired, and upon recommendation and justification by the City to accept the Proposals which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Proposal which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Proposals of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

6.9 Requests for Clarification of Proposals

Requests by the Finance Director to a proposer(s) for clarification of Proposal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Proposal.

6.10 Validity of Proposals

No Proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All Proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

6.11 Response Format

The Proposals shall be deemed an offer to provide services to the City. In submitting a Proposal, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is

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awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of Proposals, all Proposals must conform to the guidelines set forth in this **RFP**. Any portions of the Proposals that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the Proposals. However, any Proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the **RFP**. All copies of the Proposals should be bound and tabbed. The utilization of recycled paper for Proposal submission is strongly encouraged.

The items listed below shall be submitted with each Proposals and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Proposals.

Title Page:

Title Page shall show the Request for Qualification's subject, title and Proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the Qualification.

Table of Contents:

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

1) Tab I – Management Summary:

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning qualification. Submission of a signed Proposal is certification that the Proposer will accept any awards made to him as a result of said submission of the terms contained therein.

2) Tab II – Corporate Experience and Capacity:

The Proposal should state the size of the firm, the location of the office from which the work on this engagement is to be performed and the number and nature of the staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

a. A description of the company, including the number of years in business, number of employees, list of equipment owned by the company, and list of vehicles used for transport.

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b. Description of the company as to whether it is a sole proprietorship, partnership, corporation, LLC or Joint- Venture. List all individual owners of ten percent (10 %) or more.

3) Tab III – Customer Listing:

Provide a listing of all previous customers during the past three years for all work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFP.

Information provided for each client shall include the following:

- Client name, address, and current telephone number.
- Description of services provided.
- Time period of the project or contract.
- Client's contact reference name and current telephone number.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your Qualification.

The City reserves the right to contact any and all references to obtain, with limitation, ratings for the following performance indicators includes:

- On a scale of 1-10, with 1 being very dissatisfied and ten exceeding your every expectation, how satisfied were you with the contractor's performance?
- What specifically did you like about their approach?
- What do you believe were shortcomings or that they could have done better?
- Did they meet your schedule requirements?
- How were their communications? Were you always kept in the loop?
- How responsive were they in addressing problems?
- How was the quality/experience/personality of their personnel?
- Would you use this Contractor again?
- Additional comments

4) Tab IV, Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

5) Tab V, Documents

- Professional Certifications/Licenses
- Affiliations and/or memberships

6) Tab VI, Required Form Submittals

Required forms:

- Standard Contract

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- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Contractor
- Acknowledgements
- Compliance with Public Records Law
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9
- Label

7) Tab VII, Price Proposal Form – (The form included in this RFP document must be used)

The proposal should provide the total, all inclusive, maximum fees for this project. The fee should include all direct and indirect costs including out of pocket expenses. If additional work is requested that is outside the Scope of Services of this project, the City of Holly Hill reserves the right to negotiate a fixed fee for such services. Calculation of points for cost will be completed as described in the following EXAMPLE. Lowest Cost Proposed with a weighted multiplier of 85% of an available 100% total value (85-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTALPOINTS ASSIGNED
Company #1	$100,000.00	$100,000.00	100.0%	85	85.0
Company #2	$108,000.00	$100,000.00	92.6%	85	78.7
Company #2	$120,000.00	$100,000.00	83.3%	85	70.8

6.12 Proposal Evaluation Committee and Evaluation Factors

All Proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Proposals received in its evaluation and award process. For evaluation purposes, the term "Responsible" means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

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Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the Proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, proposals and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work. During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

	Maximum Points
Previous commercial experience, including projects for local Cities in Florida on similar projects	**20**
Staff Capacity	**20**
Cost proposal	**55**
Warranties, service level agreements	**5**
Total Points	**100**

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Agent to schedule the top ranked firm(s) for oral presentations/interviews.

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at "no cost" to the City of Holly Hill, these services should be identified and included in the request response.

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), both in individual scoring and in final ranking, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City's option.

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the City limits or principal office closest to City Hall.

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

CONTRACTOR CHECKLIST

I M P O R T A N T: **Please read carefully, sign in the spaces indicated and return with your Qualification.**
Proposer should check off each of the following items as the necessary action is completed:

☐ The standard contract/ agreement has been signed and included.

☐ All applicable forms have been signed and included

☐ All information as requested in the Proposer's Qualification Form is included.

☐ Any addenda have been signed and included.

☐ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood
Ave.
Holly Hill, Florida 32117

☐ The **mailing envelope must be sealed and marked** with Qualification Number "**RFP 25-WA-01",** Proposal Title **"Water Treatment Facility Re-Roof" and Due Date "March 18, 2025 at 10:00 am**".

☐ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

Company	Address
Authorized Signature	City, State, Zip Code
Printed Name & Title	Telephone No.
Email	Fax No.

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

AGREEMENT

Water Treatment Facility Re-Roof
Request for Proposal (RFP) 25-WA-01

THIS AGREEMENT is made and entered into this_____day of ___, 2025, by and between_____, duly authorized to conduct business in the State of Florida and whose address is_____, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #25-WA-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for ninety days (90 days) from the date of the notice to proceed. The contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the roof completion time stipulated above the sum of **$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amount deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:
_____,_____(Name, Title)
_____. (Company)
_____(Address)
_____(City, State, Zip)
_____(Phone)

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

_____

_____

WITNESSES:

_____

_____

CITY OF HOLLY HILL

_____
Joseph Forte, City Manager

Dated: _____

FIRMS
By: _____

_____, _____

Dated:_____

Attachments: A. RFP #25-WA-01
B. Firm Response to RFP

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2025 under Agenda Item No._____.

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

_____ Company	_____ Address
_____ Authorized Signature	_____ City, State, Zip Code
_____ Printed Name & Title	_____ Telephone No.
_____ Email	_____ Fax No.

State of_____)
City of_____)

SUBSCRIBED AND SWORN to before me this____day of_____, 20____, by _____, who is personally known to me to be the _____ for the Firm, OR who produced the following identification:_____.

_____

Notary Public

My Commission Expires: _____

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
		$
		$
		$

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☐ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

$_____Total Fees for work done on all City projects

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

REFERENCES:
Bank(s) Maintaining Account(s): _____

_____

Surety/Underwriter: (if required)_____

_____

Other References: (Use additional sheets if necessary)

_____

_____

TYPE OF FIRM:

☐ Corporation/Years in Business:_____. If firm is a corporation, please list state in which it is incorporated:_____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____ Sole Proprietorship/Years in
☐ Business: _____ Other: Please list: _____ _____
☐

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the proposals of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of proposals without prejudice.

_____ _____
Company Address City, State Zip code Authorized Signature

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFP NO. 25-WA-01 "Water Treatment Facility Re-Roof"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP #25-WA-01.**

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Agreement Form.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this____ day of_____, 20__ in the City of_____, in the State of_____.

_____ _____

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

Company

Address

Authorized Signature

City, State, Zip Code

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	**$** 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood
Ave. Holly Hill,
Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFP** Number and **Water Treatment Facility Re-Roof**

= = = =

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug- free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☐ **Yes**
☐ **No**

Company	Address
Authorized Signature	City, State, Zip Code
Printed Name & Title	Telephone No.
Email	Fax No.

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

He/she is_____of_____, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

Subscribed and sworn to before me this___day of_____, 20___.

_____

_____

Title

My Commission Expires: _____

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

ACKNOWLEDGEMENTS
RFP # 25-WA-01 Water Treatment Facility Re-Roof

To: City of Holly Hill
1065 Ridgewood
Ave Holly Hill, FL
32117

From : Insert Information
"Contractor"

The Contractor agrees to provide the Water Treatment Facility Re-Roof as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the Water Treatment Facility Re-Roof called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed one hundred eighty (180) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Contractor shall guarantee the Water Treatment Facility Re-Roof within ninety (90) calendar days from receipt of Notice to Proceed.

Dated this_____day of_____, _____
(Month) (Year)

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _____ / _____
(Signature) **(Print name)**

Address: _____

_____

_____

Telephone: (___)_____Fax: (_____) _____

Taxpayer Identification Number (TIN): _____

CORPORATION

By: _____/_____
(Signature) **(Print name)**

Address: _____

_____

_____

Telephone: (___)_____Fax: (_____) _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered:

_____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

Corporate Treasurer: _____

(Print Name)

CORPORATE SEAL

Attest By: _____ **Secretary**

Signature:_____**Date:** _____

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or thirty (30) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specific City which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

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

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:
1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Project Number: **RFP 25-WA-01** Date: _____

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____
   Address: _____ Point of Contact: _____
   Phone #: _____ Email address: _____ Service(s) Provided: _____
   _____
   Dates of Service: _____

2. Name of Company: _____
   Address: _____ Point of Contact: _____
   Phone #: _____ Email address: _____ Service(s) Provided: _____
   _____
   Dates of Service: _____

3. Name of Company: _____
   Address: _____ Point of Contact: _____
   Phone #: _____ Email address: _____ Service(s) Provided: _____
   _____
   Dates of Service: _____

4. Name of Company: _____
   Address: _____ Point of Contact: _____
   Phone #: _____ Email address: _____ Service(s) Provided: _____
   _____
   Dates of Service: _____

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by _____ (Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this_____day of_____, 2019.

Personally known_____ _____
(Notary)

OR produced identification_____ Notary Public State of_____

_____ My commission expires:_____
(Type of Identification)

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

VENDOR INFORMATION

Vendor is:
( ) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other_____(Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

_____

Telephone No.:_____Fax No.: _____

Email Address:_____Web Address:_____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: _____

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

Affidavit of E-Verify Requirements Compliance

RFP 25-WA-01 Water Treatment Facility Re-Roof

The Contractor agrees to comply with Section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.095, Florida Statutes.

1. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement 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 subconsultant/subcontractor during the Agreement term.

2. That the Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Contractor further understands and agrees that in the event of such termination, the Contractor shall be liable to the City for any costs incurred by the City as a result of the Contractor's breach

Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

_____ _____

Contractor Name and Address Signature

_____

Name and Title

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

PROPOSAL PRICING FORM
RFP 25-WA-01
Water Treatment Facility Re-Roof

RFP Date: _____

TO: The City of Holly Hill, Florida

FROM: _____

Submitter is solely responsible for developing / determining / verifying for this contract work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all sub-contractor work, all taxes, all insurance, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Fee Proposal.**

Respondent must provide a fee proposal. All entries in the proposal must be made clearly in ink. Prices on the ***Proposal Form*** must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

In accordance with the RFP to provide the completed work for Water Treatment Facility Re-Roof for the City of Holly Hill, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Pricing Form** for the **Water Treatment Facility Re-Roof** as follows:

Total Base Bid: _____

Total Base Bid in Writing:_____

Alt Bid Reinstallation of Lighting Protection System: _____

The City reserves the sole prerogative whether or not to order / contract for any and all work listed in this proposal, and when the work is to be done, all in the best interests of the City. The respondent agrees that this proposal shall be good and may not be withdrawn for a period of 180 days after the opening of proposals.

_____	_____
Authorized Signature	Address
_____	_____
Printed Name & Title	City, State, Zip Code
_____	_____
Company	Telephone No.
_____	_____
Date	Email Address.

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

Cut and use this label for Proposal Package

CITY OF HOLLY HILL
CITY CLERK
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

RFP# 25-WA-01

Water Treatment Facility Re-Roof

OPENING DATE/TIME:
March 18, 2025
by 10:00 a.m.

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

Water Treatment Control Facility – 453 LPGA Boulevard, Holly Hill, Florida 32117

Scope of Work

- Approximately 7,400 ft² roof areas (.4/12 slope top section; 2/12 bottom section)
- Remove existing roof system (roofing/insulation/cover board)
- Remove existing lightning protection system from roof
- Haul off debris and use magnet to remove nails from the yard
- Provide tapered insulation board system that will produce a minimum 1”/12” slope
- Provide a new modified bitumen roof system
- Design appropriate slope to meet existing roof drains and/or scuppers.
- Keep facility dry during total reroofing project
- Replace turbines on roof. Vents to remain
- Modified bitumen roof is to carry a minimum of a twelve (12) year warranty.
- Labor warranty must be one (1) year or greater
- A permit with the City will be required. Contractor must submit permit documents and respond to all requests for additional information, however, the Water Department will pay for the cost of the permit.
- All work to be performed according to applicable Florida Building Code
- Metal Roof Sections will not be replaced at this time
- Alternate: Reinstallation of existing lighting protection system

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

HOLLY HILL
FLORIDA

RFP 25-WA-01
Water Treatment Facility Re-Roof
Addendum #1

1. Question: Hello, My name is Zoey and I am with New Standard Construction. We want to place a bid on this project but the Online quote/Bid button is not working. Can some one assist me on this? Thank you

   Answer: The bid packet needs to be completed and shipped or delivered in person per bid instructions.

2. Question: Is it possible for a General Contractor company to take part in the bidding process by subcontracting a roofing company?

   Answer: Yes, but the roofing company will need to be identified and their prior experience and capacity listed. The roofing company will need to be licensed to work in the State of Florida

3. Question: Regarding the section of the bid reference that requires multiple jobs related to the SOW of the RFP, is it acceptable to include jobs located outside of Florida?

   Answer: You may, but please note that roofing work needs to be done according to Florida Building Code, and the "experience" category of evaluation may be affected.

4. Question: We were in attendance yesterday at the pre-bid and we have only one concern. The screened enclosure over the water basin, sits on top of a low profile continuous concrete curb. We are assuming you intend for us to flash up to and under the aluminum cap flashing. If so, there is not much room, and we need to know exactly how much vertical height is available to accommodate the new tapered insulation and membrane. We were not able to test this location above the adjacent roof deck. The entire perimeter base flashing of screen enclosure must be a waterproof application after the existing roof system is removed and new system installed. Are there any structural or as-built drawings available?

   Answer: An original roof plan from 1969 has been uploaded to Vendor Link. Functional drainage is a requirement of this project, so additional site visits are available to those who need additional information.

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

5. Question: I am inquiring if you could please provide the roofing scope of work for this project? From all the documents I have seen there is no specification on roofing material simply a complete tear off and replacement with a new modified bitumen roof.

   Answer: An APP Modified Bitumen Roof is acceptable

6. Question: What is the scope at the abandoned curbs?

   Answer: Please leave the abandoned curbs in place

7. Question: What minimum thickness or R value is required for the tapered insulation at the drains?

   Answer: Per Florida Building Code requirements

8. Question: The existing roof flashing height at the screened in basin and doors are low at about 4” flashing height. Please advise if contractor should figure going back with same thickness as existing roof to keep existing heights the same?

   Answer: Please see Florida Building Code Section 15.03

9. Question: The existing lightweight is sloped 1/8” per ft. Please confirm 1/8” per ft tapered insulation is acceptable to match existing slope. Note: 1”/12 slope listed on scope of work is incompatible with the flashing heights at the screened area. If the higher slope is required, please advise if the screen wall will be modified by others and provide guidance on flashing details. Tapered iso is also not available in 1”/12 slope.

   Answer: Florida Building Code requires a minimum slope of ¼” per foot.

10. Question: The RFP lists liquidated damages to begin 90 days after notice to proceed. Can this be modified to be 90 days after the permit application is approved since that time period is outside of the contractor’s control?

    Answer: The NTP will be issued only once permit is approved and materials received.

11. Question: The square footage on the scope of work seems high. Can you please confirm the scope only includes the flat roofs outlined below:

Answer: On the tar and gravel areas of the roof are to be replaced as indicated. The metal roofs are to remain at this time.

12. Question: The existing slopes on the scope of work seem inaccurate based on our site visit. Please advise.

    Answer: Slopes listed in scope of work were based on the triangulation of the slope through software and cannot be guaranteed for accuracy.

13. Question: The existing slopes on the scope of work seem inaccurate based on our site visit. Please advise.

    Answer: Slopes listed in scope of work were based on the triangulation of the slope through software and cannot be guaranteed for accuracy.

14. Question: Please confirm the existing lightweight concrete is to be torn off down to the existing concrete deck.

    Answer: Existing lightweight concrete is to be torn off down to the existing concrete deck.

15. Question: Please advise if a specific manufacturer is required or preferred.

    Answer: The City does not have a preference of a specific manufacturer.

16. Question: Please provide basis of design for the modified bitumen roof system. For example, is a 2 ply SBS torch applied system over adhered tapered polyiso and gypsum or asphaltic coverboard in low rise foam acceptable?

    Answer: The example provided is an acceptable methodology.

17. Question: The door threshold is low, should contractor include raising the door threshold and replacing the door with a shorter one?

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

Answer: Needs to meet minimum height requirements for doors.

18. Question: Please confirm scope item referencing replacement of turbines on roof is not applicable to this project since none exist.

    Answer: There are (3) exhausts on the roof that need to be replaced

19. Question: Please advise if only the top edge metal is to be replaced or if the ledge piece is also to be replaced.

    Answer: For the purposes of budding, please include both the top edge metal and ledge piece.

20. Question: Is a temp roof/vapor barrier required?

    Answer: Yes, the interior of the building must be protected at all times.

21. Question: Are there any wage requirements?

    Answer: No, this project is not federally funded and does not require Davis-Bacon prevailing wages.

22. Question: Is any interior protection required? If so, please specify scope and locations.

    Answer: Please see answer to question 20 above.

23. Question: Is any protection required at the screened basin? If so, please specify scope.

    Answer: Yes, a plastic barrier should be affixed to the screen to protect the water.

24. Question: Can you please advise on how any unforeseen mechanical, electrical or plumbing components below the finished roof surface, within the existing deck or below the existing deck are to be handled if it is discovered during the roofing project that they need to be addressed?

    Answer: In the event of unforeseen conditions, the contractor may request a change order. Change orders must be submitted to the City Project Manager and approved prior to the commencement of additional work.

25. Question: How will unforeseen material cost increases be handled?

    Answer: Material costs will be locked in upon mutual approval of proposal

26. Question: In regards to the existing lightning protection system, can you please advise if a UL Letter of Findings is acceptable or is a UL Master Label Certification required after installation?

    Answer: A UL Master Label Certification will be required.

27. Question: What type/finish/thickness of sheet metal is to be used for the gravelstop (i.e. 040 Kynar Aluminum)?

    Answer: According to Florida Building Code

28. Question: Please advise if curb extensions are to be included in the bid for the 3 exhaust fans.

    Answer: No, these are not included in the bid.

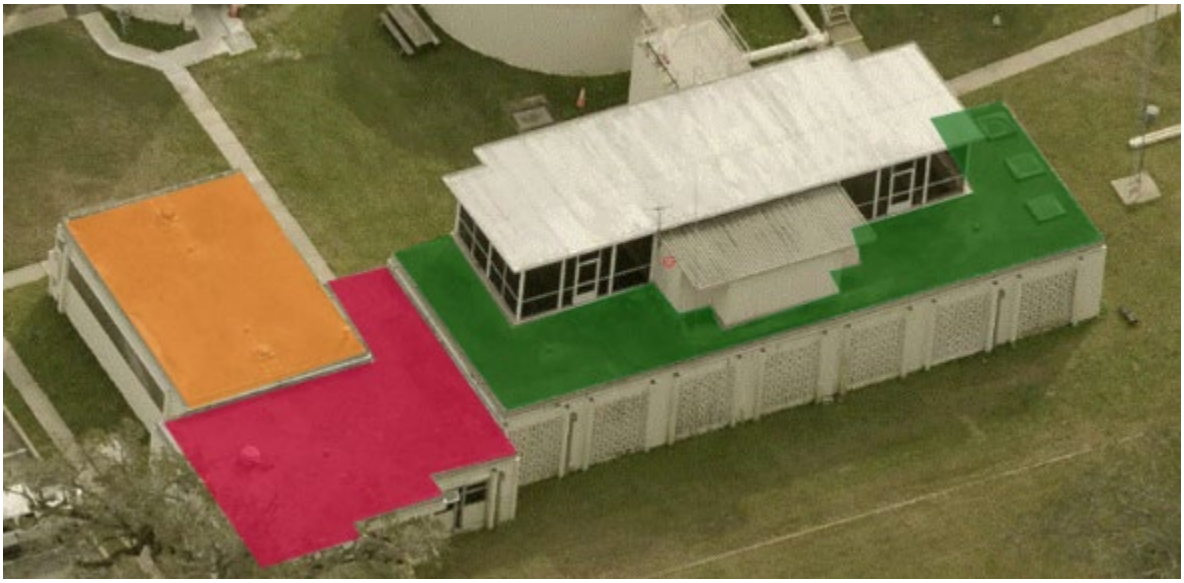
29. Question: Is contractor to include cost to raise/lower roof drains if required to accommodate new insulation thickness

    Answer: Yes

30. Question: The ITB is for the single building that is pictured in exhibit A?

    Answer: Yes

31. Question: Exhibit a scope of work stating 7400 SF of roof area, but only looking for 4000 SF of Mod Bit at this time (Shaded Color Areas)?



Answer: Only the shaded areas are to be re-roofed.

32. Question: 1"/12" Slope - Tapered ISO System to drains requested. The roof_plans_and_details_1 Document only shows the orange and red area of the building. Are there drains and tapered insulation required for the Green Area Roof deck?
Answer: Yes

33. Question: Is a Cover Board required?

Answer: Work must be done in conformance to Florida Building Code.

ACKNOWLEDGEMENT OF ADDENDUM #1

_____
Name of Bidder

_____
Signature of Officer

_____
Title of Officer

Attachment: Exhibit A - RFP 25WA01 Water Treatment Facility Re-Roof (2025-R-29 : Water Treatment Facility Roof)

Request for Proposal

RFP NUMBER
25-WA-01

HOLLY HILL
FLORIDA

Water Treatment Facility Re-Roof

Michele Moore, Finance Director

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

SECTION 00 02 00
INVITATION TO BID
CITY OF HOLLY HILL, FLORIDA
WATER TREATMENT FACILITY RE-ROOF
BID# 25-WA-01

Notice is hereby given that the City of Holly Hill is accepting Sealed Proposals for the Water Treatment Facility Roof Replacements.

25-WA-01
"Water Treatment Facility Re-Roof"

Sealed proposals will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, until **10:00 am, March 18, 2025** at which time and place all proposals received will be publicly opened and read aloud in the City Hall Large Conference Room.

There will be a non-mandatory pre-bid meeting for this project at **10:00 am on February 25, 2025**. The meeting will be held in the City Commission Chamber, located in City Hall, 1065 Ridgewood Avenue, Holly Hill, FL 32117.

Description of work: Services to be provided shall include, but not be limited to, the following:

The City of Holly Hill, Florida, is requesting proposals from experienced contractors to replace the roofs at the Water Treatment Facility. The project purpose if the removal and replacement of an approximately 7,400 square foot modified bitumen roof serving the Water Treatment Facility. A more detailed scope of work can be found in 'Exhibit A' of the bid packet. The proposals are to be in accordance with the terms, conditions and specifications stated herein.

Copies of the bid documents may be obtained electronically from VendorLink at www.myvendorlink.com. Any addenda to these bid documents will be posted on the VendorLink website. It is the contractor's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed **in writing** to the Michele Moore at financedirector@hollyhillfl.org. Questions to be submitted no later than **5:00pm on March 7, 2025.**

Local permits must be pulled for this project, but costs of the permit will be paid by the City of Holly Hill.

All bidders are required to complete and submit the "Public Entity Crime Sworn Statement", Form #PUR 7068, as designated by Florida Statutes, Section 287.133(3)(a), with their bids.

The City of Holly Hill is not responsible for the U.S. mail or private carriers or messengers in regard to mail being delivered by the specified time so that a bid can be considered. No bids received after the time and date specified for the opening will be considered. The City of Holly Hill, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids reviewed, whenever such rejection or waiver is in the best interest of the City.

No bids received after the time and date specified for the opening will be considered. The City of Holly Hill, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids reviewed, whenever such rejection or waiver is in the best interest of the City.

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

One (1) original and one (1) electronic copy on USB flash drive shall be addressed to City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside: WATER TREATMENT FACILITY RE-ROOF

CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
s/ Joseph A. Forte
City Manager

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

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CITY OF HOLLY HILL

WATER TREATMENT FACILITY RE-ROOF

BID NO. 25-WA-01

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Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

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Exhibit A – Water Treatment Facility Re-Roof

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

1.0 INTRODUCTION/ OVERVIEW

1.1 Purpose/Objective

The City of Holly Hill, Florida, "City", has issued this Request for Proposal (hereinafter, "**RFP**") with the sole purpose and intent of obtaining proposals from qualified and licensed firms to provide for the Water Treatment Facility Re-Roof with the specifications stated and/or attached herein/hereto. The firm awarded this contract must meet or exceed all terms, conditions and specifications of the City. The successful proposer(s) will hereinafter be referred to as the "Contractor".

The term of this agreement shall be for ninety days (90) days beginning on the date the notice to proceed is issued. This contract may not be renewed. All prices quoted shall remain firm for the duration of this agreement. Also, the City reserves the right to cancel the agreement and/or contract with thirty (30) days written notice for any reason deemed by the City with no right to appeal.

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of Holly Hill City Commission (herein after, the "Commission"), signed by all required parties and filed with the City Clerk.

The specifications included herein are based on requirements to ensure that the lowest practical cost and highest practical quality are obtained at quality prices using the latest technology. **The City will not honor or consider any price increase, fuel surcharge or add-on cost during the established performance period.**

Termination or cancellation of the contract will not relieve the contractor of any obligations or any deliverables or liabilities entered prior to termination of the contract. The contractor may cancel the resulting contract with a one hundred and twenty (120) days written notice.

The City will notify the contractor in writing of any deficiencies or defaults in the performance of his/her duties under the Contract. The Bidder shall understand that the time limit indicated for completion of this contract and the amount of liquidated damages to be charged against the Contractor shall be declared in default in accordance with the provisions of the specifications as specified on the Agreement Form.

As is more fully explained in Section "6L" of this **RFP**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFP**. The City will not use any other factors or criteria in the evaluation of the bids received.

1.2 Background

The City serves an area of less than 4 square miles with a population of approximately 13.108. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Holly Hill's Annual Comprehensive Financial Report for fiscal year 2022-2023 and in the City's Annual Budget for fiscal year 2024-2025. Copies of these documents may be viewed on www.hollyhillfl.org. The City of Holly Hill is exempt from any and all state, local and federal taxes.

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

1.3 Inquiries

Direct questions related to this **RFP** to Michele Moore, Finance Director, and submit such questions in writing to financedirector@hollyhillfl.org. Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing and posted on VendorLink (www.myvendorlink.com) from financedirector@hollyhillfl.org. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on VendorLink (www.myvendorlink.com).

1.4 Method of Source Selection

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Resolution 2023-R-82 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the proposal is responsive to the **RFP**. Proposals deemed to be non-responsive may be rejected without being evaluated by the Selection Committee appointed by the City Manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Commission who will make the final selection(s). A responsive proposal is one which has been signed and submitted by the specified Proposal deadline, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a Proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this **RFP** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, solicitation requirements.

1.5 Pre-Bid Conference

☐ A pre-bid conference is not applicable for this solicitation.

☒ A pre-bid conference is applicable for this solicitation.

A non-mandatory pre-bid conference will be held on **February 25, 2025 at 10:00 am** in the City Commission Chambers, located at City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

1.6 Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **RFP** process.

Event	Date
Type text here	
Issue **RFP** Notice	February 14, 2025
Non-Mandatory Pre-Bid Meeting	February 25, 2025@ 10:00 am
Last Date for Receipt of Written Questions	March 7, 2025@ 5:00 pm
Addendum Issued (If Applicable)	March 11, 2025@ 5:00 pm
Proposal Opening Date	March 18, 2025@ 10:00 am
Evaluation Committee	March 20, 2025@ 9:00 am
Notice of Recommendation	March 20, 2025
City Commission Hearing Date	April 8, 2025@ 6:00 pm

2.0 GENERAL DESCRIPTION AND SPECIFICATIONS OR SCOPE OF WORK

The City of Holly Hill, Florida, is requesting proposals from experienced contractor(s) to replace the roofs of the Water Treatment Facility located at 453 LPGA Boulevard, Holly Hill, Florida 32117. Specifications are included on 'Exhibit A' of this bid packet.

Any warranties offered for materials and/or labor should be submitted with bid packet for evaluation.

3.0 GENERAL RESPONSIBILITIES

3.1 Contractor's Responsibilities/Requirements

It shall be understood and agreed that a firm submitting a Proposal shall meet the following responsibilities/requirements:

3.2 Drug-Free Workplace

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.

3.3 OSHA Standards

Contractor shall adhere to all applicable OSHA standards while performing work within the City.

3.4 Damage to public and/or private property

Extreme care shall be taken by Contractor to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private

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property shall be the responsibility of the Contractor and shall be repaired and/or replaced by Contractor at no additional cost to the City. The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, the Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at no additional cost to the City.

3.5 Hours of operation

All work under this contract shall be performed between the hours of 7:00 am and 5:00 pm, local time, Monday through Friday.

3.6 City's Responsibilities

City responsibilities include:

- The City will work with the Contractor to develop a schedule and ensure access to all locations assigned under future work orders.
- The City designates the Public Works Administrative Manager as the owner's representative in all matters regarding this solicitation.

3.7 The City's Right to Inspect

The City or its authorized Agent shall have the right to inspect the Contractor's files to determine status of work on this project.

4.0 TERMS AND CONDITIONS OF CONTRACT

The City has developed standard contracts/agreements. The Contractor shall be required to return a signed standard City contract/agreement contained within this **RFP** with your submittal.

A contract/agreement resulting from this **RFP** shall be subject to the terms and conditions set forth in a standard City Contract and any terms and conditions included in this **RFP**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor with their submittal until approved by Commission.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Building and Zoning Department, (386) 248-9442.

5.2 Principals/Collusion

By submission of this Qualification, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

5.3 Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

5.4 Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

5.5 Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

5.6 Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this without cause or for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

5.7 Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

5.8 Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company

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or corporation without prior written consent of the City.

5.9 Lobbying

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Commission approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or her designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

5.10 Single Bid

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **RFP**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **RFP**.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same **RFP** nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

5.11 Protest Procedures

Any appeal or protest to the Request for Proposal shall be governed by the City of Holly Hill's Purchasing Policies and Procedures.

5.12 Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

5.13 Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this **RFP** document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

5.14 Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, **RFP**, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

5.15 Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

5.16 Billing Instructions – Awarded Contractor(s)

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted in to the City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117. Specific format of the invoice shall be worked out between the City and the consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time. Final payment will be made with the completed checklist **(See EXHIBIT D)** is submitted and attached to final invoice.

5.17 Vendor Preference

A local vendor would be interpreted as a bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Holly Hill from which the vendor operates and performs business. A Post Office Box cannot be used to establish physical address. A local vendor preference of no greater than 5% (Not to exceed $5,000) of the price submitted by the non-local vendor shall be granted with City Commission approval.

5.18 E-Verify Compliance

The contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement

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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 Agreement term.

2. That the Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Contractor further understands and agrees that in the event of such termination, the Contractor shall be liable to the City for any costs incurred by the City as a result of the Contractor's breach

Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

5.19 Guarantees and operating instructions

All work performed by Contractor in completing the Project shall be guaranteed by Contractor against all defects resulting from the use of materials, equipment and workmanship for a period consistent with the Contract term.

All warranties will commence when the owner approves the contract is substantially complete. Within the warranty period, the Contractor is responsible for repairs or changes if required in connection with the guaranteed work, which in the opinion of the Owner is rendered necessary as a result of the use of materials, equipment or workmanship which are defective or inferior or not in accordance with the terms of the Contract. Upon receipt of written notice from the Owner, the Contractor shall promptly proceed to correct all defects of guaranteed work to satisfactory condition in accordance with the Contract without expense to the Owner.

If the Contractor, after receipt of any such written notice, fails within seventy-two (72) hours to commence with performance of the work necessary to remedy all defects in the work described in such notice so as to provide Owner with the Project completed in accordance with all requirements of the Contract Documents, or fails to complete the performance of such remedial work within a reasonable time after commencing same, Owner shall be entitled to have such defective work remedied on the account of Contractor and its Surety, in which event, Contractor and its Surety shall be fully liable for all costs and expenses reasonably incurred by Owner in having such defective work remedied. Contractor shall be responsible for collecting, identifying, indexing, and collating the following materials from the subcontractors, and will deliver four copies of the finished document to the Owner for review.

Complete equipment diagrams, operating instructions, maintenance manuals, parts lists, wiring diagrams, pneumatic and/or electrical control diagrams, test and balance reports, inspection reports, guarantees and warranties addressed to the City for which the construction is being performed, as applicable, for each and every piece of Fixed Equipment furnished under this Contract to be supplied in a ring \ard-cover book, properly indexed for ready reference. Also, specific information regarding manufacturer's name and address, nearest distributor and service representative's name, address, telephone number(s), make and model numbers, operating design and characteristics, etc., will be required. All information submitted shall be updated to reflect existing conditions.

Subsequent to the time of Substantial Completion and receipt of As-Builts, Operations and Maintenance Books but prior to the date of Final Completion, Contractor and/or Subcontractor shall provide a competent and experienced person (or persons) thoroughly familiar with the work for a reasonable period of time to

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instruct City personnel in operation and maintenance of equipment and control systems. This instruction will include normal start-up, run, stop, and emergency operations, location and operation of all controls, alarms and alarm systems, etc. The instruction will include tracing the system in the field and on the diagrams in the instruction booklets so that operating personnel will be thoroughly familiar with both the system and the data supplied.

6.0 INSTRUCTIONS FOR BID

6.1 Compliance with the RFP

Bids must be in strict compliance with this **RFP**. Failure to comply with all provisions of the **RFP** may result in disqualification.

6.2 Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFP**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

6.3 Acknowledgment of Bonding Requirements

☒By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid.

☐Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Holly Hill on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation. The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates

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of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective contractors. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (120) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☐ Performance and Payment Bonds: For projects in excess of $300,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than $500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety. All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

6.4 Delivery of Bids

All bids are to be delivered before **10:00 a.m., local time, on or before March 18, 2025** to:

City of Holly Hill
City Clerk
1065 Ridgewood Ave.
Holly Hill, Florida
32117

The City shall not accept bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition: The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

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Proposers must submit **one (1) hard copy and one (1) electronic copy on a USB flash drive** "Water Treatment Facility Re-Roof"

6.5 Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

1. The City Manager shall approve an Evaluation Committee to review all Proposals submitted in accordance with Statute. At a minimum there will be one non-voting member of the Finance Department as part of the evaluation committee. There shall be a minimum of three voting members of the committee, but always an odd number.

2. Request for Proposals (**RFP**) issued.

3. Subsequent to the closing of Proposals, the Finance Department shall review the Proposals received and verify whether each Proposals appears to be minimally responsive to the requirements of the published **RFP**. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) F.S. and s. 24(a), Art. 1 of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

4. The voting committee members shall review each Proposal individually and score each Proposals based on the evaluation criteria state herein.

5. Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.

6. The voting members of the committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposals to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Finance Department to schedule the top ranked firm(s) for oral presentations/interviews. The City reserves the right to withdraw this **RFP** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Proposals by the City or a submission of a Proposals to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Proposals does not guarantee issuance of any other governmental approvals.

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6.6 Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFP**, Proposer shall immediately notify the Finance Director, noted herein, of such error in writing and request modification or clarification of the document. The Finance Director will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFP** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFP** prior to submitting the Proposals or it shall be waived.

6.7 Proposals, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Proposals in response to this **RFP**, nor for the presentation of its Proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

6.8 Acceptance or Rejection of Proposals

The right is reserved by the City to waive any irregularities in any Proposal, to reject any or all Proposals, to re-solicit for Proposals, if desired, and upon recommendation and justification by the City to accept the Proposals which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Proposal which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Proposals of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

6.9 Requests for Clarification of Proposals

Requests by the Finance Director to a proposer(s) for clarification of Proposal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Proposal.

6.10 Validity of Proposals

No Proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All Proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

6.11 Response Format

The Proposals shall be deemed an offer to provide services to the City. In submitting a Proposal, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is

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awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of Proposals, all Proposals must conform to the guidelines set forth in this **RFP**. Any portions of the Proposals that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the Proposals. However, any Proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the **RFP**. All copies of the Proposals should be bound and tabbed. The utilization of recycled paper for Proposal submission is strongly encouraged.

The items listed below shall be submitted with each Proposals and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Proposals.

Title Page:

Title Page shall show the Request for Qualification's subject, title and Proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the Qualification.

Table of Contents:

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

1) Tab I – Management Summary:

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning qualification. Submission of a signed Proposal is certification that the Proposer will accept any awards made to him as a result of said submission of the terms contained therein.

2) Tab II – Corporate Experience and Capacity:

The Proposal should state the size of the firm, the location of the office from which the work on this engagement is to be performed and the number and nature of the staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

a. A description of the company, including the number of years in business, number of employees, list of equipment owned by the company, and list of vehicles used for transport.

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b. Description of the company as to whether it is a sole proprietorship, partnership, corporation, LLC or Joint- Venture. List all individual owners of ten percent (10 %) or more.

3) Tab III – Customer Listing:

Provide a listing of all previous customers during the past three years for all work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFP.

Information provided for each client shall include the following:

- Client name, address, and current telephone number.
- Description of services provided.
- Time period of the project or contract.
- Client's contact reference name and current telephone number.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your Qualification.

The City reserves the right to contact any and all references to obtain, with limitation, ratings for the following performance indicators includes:

- On a scale of 1-10, with 1 being very dissatisfied and ten exceeding your every expectation, how satisfied were you with the contractor's performance?
- What specifically did you like about their approach?
- What do you believe were shortcomings or that they could have done better?
- Did they meet your schedule requirements?
- How were their communications? Were you always kept in the loop?
- How responsive were they in addressing problems?
- How was the quality/experience/personality of their personnel?
- Would you use this Contractor again?
- Additional comments

4) Tab IV, Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

5) Tab V, Documents

- Professional Certifications/Licenses
- Affiliations and/or memberships

6) Tab VI, Required Form Submittals

Required forms:

- Standard Contract

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Contractor
- Acknowledgements
- Compliance with Public Records Law
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9
- Label

7) Tab VII, Price Proposal Form – (The form included in this RFP document must be used)

The proposal should provide the total, all inclusive, maximum fees for this project. The fee should include all direct and indirect costs including out of pocket expenses. If additional work is requested that is outside the Scope of Services of this project, the City of Holly Hill reserves the right to negotiate a fixed fee for such services. Calculation of points for cost will be completed as described in the following EXAMPLE. Lowest Cost Proposed with a weighted multiplier of 85% of an available 100% total value (85-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTALPOINTS ASSIGNED
Company #1	$100,000.00	$100,000.00	100.0%	85	85.0
Company #2	$108,000.00	$100,000.00	92.6%	85	78.7
Company #2	$120,000.00	$100,000.00	83.3%	85	70.8

6.12 Proposal Evaluation Committee and Evaluation Factors

All Proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Proposals received in its evaluation and award process. For evaluation purposes, the term "Responsible" means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the Proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, proposals and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work. During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

	Maximum Points
Previous commercial experience, including projects for local Cities in Florida on similar projects	**20**
Staff Capacity	**20**
Cost proposal	**55**
Warranties, service level agreements	**5**
Total Points	**100**

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Agent to schedule the top ranked firm(s) for oral presentations/interviews.

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at "no cost" to the City of Holly Hill, these services should be identified and included in the request response.

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), both in individual scoring and in final ranking, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City's option.

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the City limits or principal office closest to City Hall.

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

CONTRACTOR CHECKLIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.
Proposer should check off each of the following items as the necessary action is completed:

☐ The standard contract/ agreement has been signed and included.

☐ All applicable forms have been signed and included

☐ All information as requested in the Proposer's Qualification Form is included.

☐ Any addenda have been signed and included.

☐ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood
Ave.
Holly Hill, Florida 32117

☐ The **mailing envelope must be sealed and marked** with Qualification Number **"RFP 25-WA-01"**, Proposal Title **"Water Treatment Facility Re-Roof" and Due Date "March 18, 2025 at 10:00 am"**.

Type text here ☐ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

TC Metal Roofing LLC	1000 Charles St
Company	Address
Timothy Kaltenbach	Longwood FL 32750
Authorized Signature	City, State, Zip Code
Timothy Kaltenbach President	407-878-3125
Printed Name & Title	Telephone No.
tj@tcmetalroofing.com	
Email	Fax No.

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

AGREEMENT

Water Treatment Facility Re-Roof
Request for Proposal (RFP) 25-WA-01

THIS AGREEMENT is made and entered into this_____day of ___, 2025, by and between_____, duly authorized to conduct business in the State of Florida and whose address is_____, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #25-WA-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for ninety days (90 days) from the date of the notice to proceed. The contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the roof completion time stipulated above the sum of **$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amount deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:
Timothy Kaltenbach President (Name, Title)
TC Metal Roofing LLC. (Company)
1000 Charles St (Address)
Longwood FL 32750 (City, State, Zip)
407-878-3125 (Phone)

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

_____

WITNESSES:

Brian Reid

_____

CITY OF HOLLY HILL

_____

Joseph Forte, City Manager

Dated: _____

FIRMS

By: TC Metal Roofing LLC

Timothy Kalthoeck, President

Dated: 3-14-25

Attachments: A. RFP #25-WA-01
B. Firm Response to RFP

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2025 under Agenda Item No._____.

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

TC Metal Roofing LLC Company	1000 Charles St Address
Timothy Kaltenbach Authorized Signature	Longwood FL 32750 City, State, Zip Code
Timothy Kaltenbach President Printed Name & Title	407-878-3125 Telephone No.
tj@tcmetalroofing.com Email	 Fax No.

State of Florida)
City of Seminole)

SUBSCRIBED AND SWORN to before me this 14 day of March, 2025, by Timothy Kaltenbach, who is personally known to me to be the _____ for the Firm, OR who produced the following identification: _____.

Heather Hosack

Notary Public

HEATHER HOSACK
MY COMMISSION # HH 439899
EXPIRES: September 4, 2027

My Commission Expires: 9/4/27

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
25	Oranga County Utilities Pachage A	$ 639,000
75	City of Eustis Utilities Building	$ 65,000.00
100	City Of Oviedo Police Station	$ 186,000.00

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

City Of Neptune Beach 439K Low bidder Under Evalutation

OTHER INFORMATION ABOUT PROJECTS:

Resume Attached

Have you, at any time, failed to complete a project? ☐ Yes ☑ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☑ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

$ 1,500,000.00 **Total Fees for work done on all City projects**

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

REFERENCES:

Bank(s) Maintaining Account(s): Bank of America

Surety/Underwriter: (if required) Florida Surety Bonds

Other References: (Use additional sheets if necessary)

Resume Attached

TYPE OF FIRM:

☐ Corporation/Years in Business:_____. If firm is a corporation, please list state in which it is incorporated:_____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☑ Partnership/Years in Business: 10 LLC ☐ Sole Proprietorship/Years in Business: ☐ Other: Please list: _____ _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the proposals of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of proposals without prejudice.

1000 Charles St Longwood FL 32750 — Company Address City, State Zip code

Timothy Kaltenbach — Authorized Signature

Type text here

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFP NO. 25-WA-01 "Water Treatment Facility Re-Roof"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP #25-WA-01.**

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Agreement Form.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 14 day of March, 2025 in the City of Longwood, in the State of Florida.

TC Metal Roofing LLC

1000 Charles St Longwood FL 32750

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

Company

Timothy Kaltenbach
Authorized Signature

Address

Longwood FL 32750
City, State, Zip Code

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	$ **500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood
Ave. Holly Hill,
Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFP** Number and **Water Treatment Facility Re-Roof**

==========

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

TC Metal Roofing LLC
Company

1000 Charles St
Address

Authorized Signature

Bagwood fl 32750
City, State, Zip Code

Timothy Kilterbeck President
Printed Name & Title

407-878-3125
Telephone No.

TS@tcmetalroofing.com
Email

Fax No.

Zeller
Insurance Agency

CHARLTON HARDISON
Signature of Proposer's Agent

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug- free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☑ Yes
☐ No

TC Metal Roofing LLC	1000 Charles Street
Company	Address
Timothy Kaltenbach	Longwood FL 32750
Authorized Signature	City, State, Zip Code
Timothy Kaltenbach President	407-878-3125
Printed Name & Title	Telephone No.
tj@tcmetalroofing.com	
Email	Fax No.

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of FL

County of Seminole

Timothy Kaltenbach, being first duly sworn, deposes and says that:

He/she is President of TC Metal Roofing LLC, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

TC Metal Roofing LLC	1000 Charles Street
Company	Address
Timothy Kaltenbach	Longwood FL 32750
Authorized Signature Timothy Kaltenbach President	City, State, Zip Code 407-878-3125
Printed Name & Title	Telephone No.
tj@tcmetalroofing.com	
Email	Fax No.

Subscribed and sworn to before me this 14 day of March, 2025

Heather Hosack

Heather Hosack

Title

My Commission Expires: 9/4/27

HEATHER HOSACK
MY COMMISSION # HH 439899
EXPIRES: September 4, 2027

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

ACKNOWLEDGEMENTS
RFP # 25-WA-01 Water Treatment Facility Re-Roof

To: City of Holly Hill
1065 Ridgewood
Ave Holly Hill, FL
32117

From : Insert Information
"Contractor"
TC Metal Roofing LLC

The Contractor agrees to provide the Water Treatment Facility Re-Roof as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the Water Treatment Facility Re-Roof called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed one hundred eighty (180) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Contractor shall guarantee the Water Treatment Facility Re-Roof within ninety (90) calendar days from receipt of Notice to Proceed.

Dated this 14th day of March (Month), 2025 (Year)

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: Timothy Kaltenbach / Timothy Kaltenbach
(Signature) (Print name)

Address: 1000 Charles Street Longwood FL 32750

Telephone: (407-878-3125 Fax: (_____) _____

Taxpayer Identification Number (TIN): 47-5049701

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (_____) _____

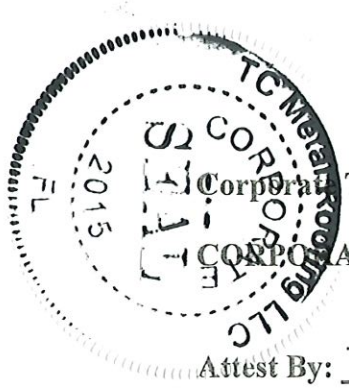
Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered:

Corporate President: Timothy Kaltenbach
(Print Name)

Corporate Secretary: Tiffany Kaltenbach
(Print Name)

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)



Corporate Treasurer: Timothy Kaltenbach
(Print Name)

CORPORATE SEAL

Attest By: Tiffany Kaltenbach Secretary

Signature: T Kaltenbach Date: 3/14/25

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or thirty (30) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specific City which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

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

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:
1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

Company Name: TC Metal Roofing LLC

Authorized representative (printed): Timothy Kaltenbach

Authorized representative (signature): Timothy Kaltenbach

Project Number: RFP 25-WA-01 Date: Type text here

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: GSB Construction Inc
   Address: 3609 Parkway Blvd Leesburg FL 34748 Point of
   Contact: Kaley Holloway
   Phone #: 352-748-1949 Email address: kholloway@gsbconstruction.com Service(s)
   Provided: Subcontractor services for Various roofing projects.

   Dates of Service: Last 3 years

2. Name of Company: Sam Khiyani Longwood Retail Center
   Address: Point of
   Contact: Sam Khiyani
   Phone #: 954-646-1394 Email address: sandlakefl@bellsouth.net Service(s)
   Provided: Mod bit torch with tapered iso and metal reroof.

   Dates of Service: 03/15/2023

3. Name of Company: Prime Contrsuction Group Inc
   Address: 1000 Jetstream Dr. Orlando FL 32824 Point of
   Contact: Wyatt Hazy
   Phone #: 610-880-1738 Email address: whazy@primeconstructiongroup.com Service(s)
   Provided: Subcontractor services for Various roofing projects.

   Dates of Service: Currently on a project Orange County Utilities new water treatment plant.

4. Name of Company: DBK Construction Inc
   Address: 398 S Shell Rd, DeBary, FL 32713 Point of
   Contact: Damon Kruid
   Phone #: 386-216-4744 Email address: Service(s)
   Provided: Subcontractor services for Various roofing projects.

   Dates of Service: 06/2023

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by Timothy Kaltenbach (Print Individual's Name and Title)
for TC Metal Roofing LLC
(Print Name of Entity Submitting Sworn Statement)
whose business is FL Limited Liabilitly Company

and (if applicable) its Federal Employer Identification Number (FEIN) is 47-5049701

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 14 day of March, ~~2019.~~ 2025

Personally known X _____
(Notary)

OR produced identification _____ Notary Public State of Florida

_____ My commission expires: 9/4/27
(Type of Identification)

HEATHER HOSACK
MY COMMISSION # HH 439899
EXPIRES: September 4, 2027

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

VENDOR INFORMATION

Vendor is:
( ) Corporation
( ) Partnership
( ) Sole Proprietorship
(✓) Other LLC (Explain)

Federal Employer Identification Number: 47-5049701

Firm Name: TC Metal Roofing LLC

Mailing Address: 1000 Charles St Longwood FL 32750

Telephone No.: 407-878-3125 Fax No.: _____

Email Address: tj@tcmetalroofing.com Web Address: www.tcmetalroofing.com

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: Timothy Kaltenbach

Name & Title Printed: Timothy Kaltenbach President

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

Affidavit of E-Verify Requirements Compliance

RFP 25-WA-01 Water Treatment Facility Re-Roof

The Contractor agrees to comply with Section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.095, Florida Statutes.

1. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement 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 subconsultant/subcontractor during the Agreement term.

2. That the Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Contractor further understands and agrees that in the event of such termination, the Contractor shall be liable to the City for any costs incurred by the City as a result of the Contractor's breach

Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Timothy Kaltenbach1000 Charles st	Timothy Kaltenbach
Contractor Name and Address	Signature
	Timothy Kaltenbach President
	Name and Title

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

PROPOSAL PRICING FORM
RFP 25-WA-01
Water Treatment Facility Re-Roof

RFP Date: _____

TO: The City of Holly Hill, Florida

FROM: TC Metal Roofing LLC

Submitter is solely responsible for developing / determining / verifying for this contract work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all sub-contractor work, all taxes, all insurance, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Fee Proposal.**

Respondent must provide a fee proposal. All entries in the proposal must be made clearly in ink. Prices on the ***Proposal Form*** must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

In accordance with the RFP to provide the completed work for Water Treatment Facility Re-Roof for the City of Holly Hill, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Pricing Form** for the **Water Treatment Facility Re-Roof** as follows:

Total Base Bid: 69,000

Total Base Bid in Writing: Sixty nine thousand dollars

Alt Bid Reinstallation of Lighting Protection System: None

The City reserves the sole prerogative whether or not to order / contract for any and all work listed in this proposal, and when the work is to be done, all in the best interests of the City. The respondent agrees that this proposal shall be good and may not be withdrawn for a period of 180 days after the opening of proposals.

_____	1000 Charles St
Authorized Signature	Address
Timothy Kaltenbach President	Longwood FL 32750
Printed Name & Title	City, State, Zip Code
TC Metal Roofing LLC	407-878-3125
Company	Telephone No.
3-14-25	tj@tcmetalroofing.com
Date	Email Address.

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above
TC Metal Roofing LLC

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1000 Charles St

Requester's name and address (optional)

City, state, and ZIP code
Longwood FL 32750

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
47-5049701

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Timothy Kaltenbach* Date ▶ 03/14/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

HOLLY HILL
FLORIDA

RFP 25-WA-01
Water Treatment Facility Re-Roof
Addendum #1

1. Question: Hello, My name is Zoey and I am with New Standard Construction. We want to place a bid on this project but the Online quote/Bid button is not working. Can some one assist me on this? Thank you

   Answer: The bid packet needs to be completed and shipped or delivered in person per bid instructions.

2. Question: Is it possible for a General Contractor company to take part in the bidding process by subcontracting a roofing company?

   Answer: Yes, but the roofing company will need to be identified and their prior experience and capacity listed. The roofing company will need to be licensed to work in the State of Florida

3. Question: Regarding the section of the bid reference that requires multiple jobs related to the SOW of the RFP, is it acceptable to include jobs located outside of Florida?

   Answer: You may, but please note that roofing work needs to be done according to Florida Building Code, and the "experience" category of evaluation may be affected.

4. Question: We were in attendance yesterday at the pre-bid and we have only one concern. The screened enclosure over the water basin, sits on top of a low profile continuous concrete curb. We are assuming you intend for us to flash up to and under the aluminum cap flashing. If so, there is not much room, and we need to know exactly how much vertical height is available to accommodate the new tapered insulation and membrane. We were not able to test this location above the adjacent roof deck. The entire perimeter base flashing of screen enclosure must be a waterproof application after the existing roof system is removed and new system installed. Are there any structural or as-built drawings available?

   Answer: An original roof plan from 1969 has been uploaded to Vendor Link. Functional drainage is a requirement of this project, so additional site visits are available to those who need additional information.

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

5. Question: I am inquiring if you could please provide the roofing scope of work for this project? From all the documents I have seen there is no specification on roofing material simply a complete tear off and replacement with a new modified bitumen roof.

   Answer: An APP Modified Bitumen Roof is acceptable

6. Question: What is the scope at the abandoned curbs?

   Answer: Please leave the abandoned curbs in place

7. Question: What minimum thickness or R value is required for the tapered insulation at the drains?

   Answer: Per Florida Building Code requirements

8. Question: The existing roof flashing height at the screened in basin and doors are low at about 4" flashing height. Please advise if contractor should figure going back with same thickness as existing roof to keep existing heights the same?

   Answer: Please see Florida Building Code Section 15.03

9. Question: The existing lightweight is sloped 1/8" per ft. Please confirm 1/8" per ft tapered insulation is acceptable to match existing slope. Note: 1"/12 slope listed on scope of work is incompatible with the flashing heights at the screened area. If the higher slope is required, please advise if the screen wall will be modified by others and provide guidance on flashing details. Tapered iso is also not available in 1"/12 slope.

   Answer: Florida Building Code requires a minimum slope of ¼" per foot.

10. Question: The RFP lists liquidated damages to begin 90 days after notice to proceed. Can this be modified to be 90 days after the permit application is approved since that time period is outside of the contractor's control?

    Answer: The NTP will be issued only once permit is approved and materials received.

11. Question: The square footage on the scope of work seems high. Can you please confirm the scope only includes the flat roofs outlined below:

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

Answer: On the tar and gravel areas of the roof are to be replaced as indicated. The metal roofs are to remain at this time.

12. Question: The existing slopes on the scope of work seem inaccurate based on our site visit. Please advise.

    Answer: Slopes listed in scope of work were based on the triangulation of the slope through software and cannot be guaranteed for accuracy.

13. Question: The existing slopes on the scope of work seem inaccurate based on our site visit. Please advise.

    Answer: Slopes listed in scope of work were based on the triangulation of the slope through software and cannot be guaranteed for accuracy.

14. Question: Please confirm the existing lightweight concrete is to be torn off down to the existing concrete deck.

    Answer: Existing lightweight concrete is to be torn off down to the existing concrete deck.

15. Question: Please advise if a specific manufacturer is required or preferred.

    Answer: The City does not have a preference of a specific manufacturer.

16. Question: Please provide basis of design for the modified bitumen roof system. For example, is a 2 ply SBS torch applied system over adhered tapered polyiso and gypsum or asphaltic coverboard in low rise foam acceptable?

    Answer: The example provided is an acceptable methodology.

17. Question: The door threshold is low, should contractor include raising the door threshold and replacing the door with a shorter one?

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

Answer: Needs to meet minimum height requirements for doors.

18. Question: Please confirm scope item referencing replacement of turbines on roof is not applicable to this project since none exist.

    Answer: There are (3) exhausts on the roof that need to be replaced

19. Question: Please advise if only the top edge metal is to be replaced or if the ledge piece is also to be replaced.

    Answer: For the purposes of budding, please include both the top edge metal and ledge piece.

20. Question: Is a temp roof/vapor barrier required?

    Answer: Yes, the interior of the building must be protected at all times.

21. Question: Are there any wage requirements?

    Answer: No, this project is not federally funded and does not require Davis-Bacon prevailing wages.

22. Question: Is any interior protection required? If so, please specify scope and locations.

    Answer: Please see answer to question 20 above.

23. Question: Is any protection required at the screened basin? If so, please specify scope.

    Answer: Yes, a plastic barrier should be affixed to the screen to protect the water.

24. Question: Can you please advise on how any unforeseen mechanical, electrical or plumbing components below the finished roof surface, within the existing deck or below the existing deck are to be handled if it is discovered during the roofing project that they need to be addressed?

    Answer: In the event of unforeseen conditions, the contractor may request a change order. Change orders must be submitted to the City Project Manager and approved prior to the commencement of additional work.

25. Question: How will unforeseen material cost increases be handled?

    Answer: Material costs will be locked in upon mutual approval of proposal

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

26. Question: In regards to the existing lightning protection system, can you please advise if a UL Letter of Findings is acceptable or is a UL Master Label Certification required after installation?

    Answer: A UL Master Label Certification will be required.

27. Question: What type/finish/thickness of sheet metal is to be used for the gravelstop (i.e. 040 Kynar Aluminum)?

    Answer: According to Florida Building Code

28. Question: Please advise if curb extensions are to be included in the bid for the 3 exhaust fans.

    Answer: No, these are not included in the bid.

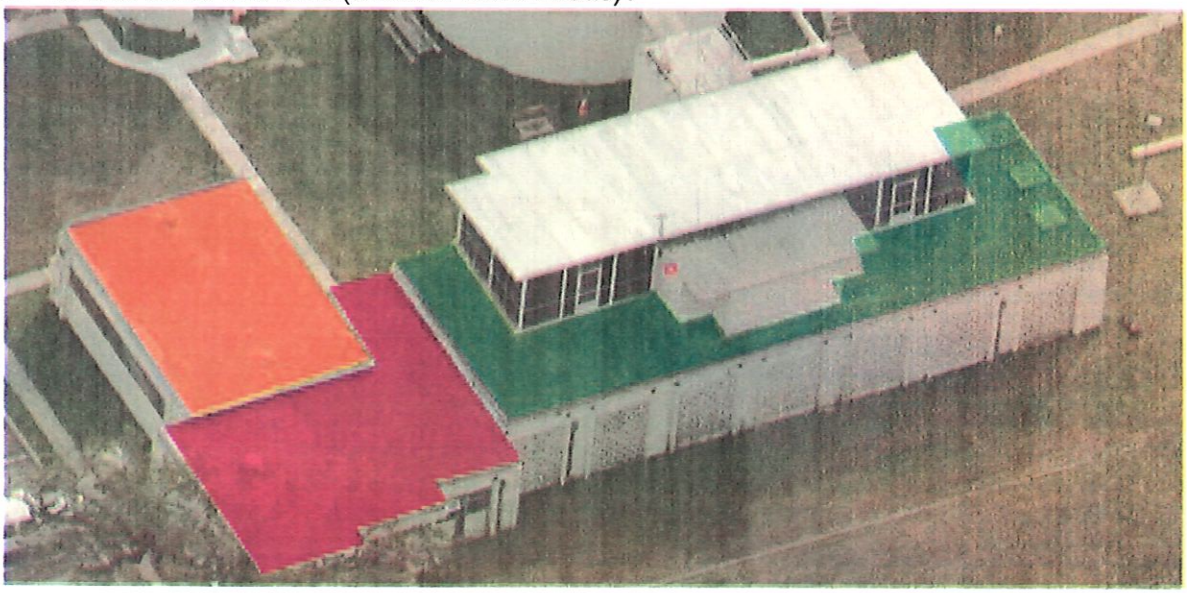
29. Question: Is contractor to include cost to raise/lower roof drains if required to accommodate new insulation thickness

    Answer: Yes

30. Question: The ITB is for the single building that is pictured in exhibit A?

    Answer: Yes

31. Question: Exhibit a scope of work stating 7400 SF of roof area, but only looking for 4000 SF of Mod Bit at this time (Shaded Color Areas)?



Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

Answer: Only the shaded areas are to be re-roofed.

32. Question: 1"/12" Slope - Tapered ISO System to drains requested. The roof_plans_and_details_1 Document only shows the orange and red area of the building. Are there drains and tapered insulation required for the Green Area Roof deck?
Answer: Yes

33. Question: Is a Cover Board required?

Answer: Work must be done in conformance to Florida Building Code.

ACKNOWLEDGEMENT OF ADDENDUM #1

TC Metal Roofing LLC
Name of Bidder

Signature of Officer

President
Title of Officer

Attachment: Exhibit B - TC Metal Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

EXPERIENCE MATTERS.

ADVANCED ROOFING Inc

CC-C024413 ESTABLISHED 1983

CITY OF HOLLY HILL, FLORIDA
WATER TREATMENT FACILITY
RE-ROOF
BID# 25-WA-01

Firm Name: Advanced Roofing, Inc.
Contact Name: Jason Carruth
Address: 200 Northstar Court,
Sanford, FL 32771
Phone Number: 407-322-1555

Date of Qualification: March 18, 2025

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

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Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

EXPERIENCE MATTERS.

ADVANCED ROOFING inc

CC-C024413 ESTABLISHED 1983

Tab I
Management Summary

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

www.advancedroofing.com
Central Florida Office
866 365.6071 TEL 407.322.1555 FAX 407.322.0010
200 Northstar Court | Sanford | Florida 32771

Management Summary

March 18, 2025

City of Holly Hill
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

Re: Bid # 25-WA-01 – Water Treatment Facility Re-roof

To Whom it May Concern,

Advanced Roofing, Inc. is pleased to provide the City of Holly Hill with our qualifications for the Water Treatment Facility Re-roof project. Thank you for the opportunity. Advanced Roofing is the largest re-roofing company in Florida and is continuously rated within the Top 20 roofing contractors in the country. We specialize in re-roofing of occupied buildings. We are approved with all roofing manufacturers to offer their highest warranties, ranging from 20-30 Year No Dollar Limit (N.D.L.) Warranties. We also offer the following services to complement our re-roofs:

- State Licensed A/C Contractor
- State Licensed Lightning Protection Contractor
- State Licensed Solar Power Contractor
- State Licensed General Contractor to handle structural repairs
- We own all our own Cranes, including 2 – 330' GCI Tower Cranes
- Emergency Repair and Preventive Maintenance
- In-house Sheet Metal Fabrication
- In-house Dumpster and Tractor Trailers
- In-house Engineering
- Roof Express Roof Evaluation Software
- Infrared Moisture Surveys
- Bonding Capability up to 150 million

If there is any additional pre-qualification information you require, please let me know and we will fill it out promptly. Advanced Roofing has been in business for 41 years with an impeccable record of keeping our clients dry. Should you have any questions, please feel free to contact me at (407) 509-4190.

Sincerely,

Jason Carruth
Vice President
Advanced Roofing, Inc.
200 Northstar Court
Sanford, FL 32771
407-322-1555
jasonc@advancedroofing.com

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

EXPERIENCE MATTERS.

ADVANCED ROOFING inc

CC-C024413 ESTABLISHED 1983

Tab II
Corporate Experience and Capacity

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

www.advancedroofing.com
Central Florida Office
866 365.6071 TEL 407.322.1555 FAX 407.322.0010
200 Northstar Court | Sanford | Florida 32771

EXPERIENCE MATTERS.

ADVANCED ROOFING inc

CC-C024413 ESTABLISHED 1983

CORPORATE EXPERIENCE and CAPACITY

Advanced Roofing, Inc.'s methodology and approach is unique in its structure because our set up is based on 41 years of real-life experience within the roofing industry.

We have the capacity of tailoring our system to the needs of the project regardless of the size and contract requirements. Pre-job planning, documentation and communication are key to our operations.

In order to execute the project in a timely, cost-effective and quality manner, we invest quality time with our full team of Estimators, Engineers, Project Managers and Construction Team prior to commencement of all our field operations; again regardless of the size of the project. The typical size of our crew is 8-10 men, this can vary as required per project.

Our pre-project planning process is quite extensive. The entire team must understand all phases of the project in order to maintain an efficient line of communication throughout the project. Each member is provided with a project binder with includes the following information:

- Contact Names and Numbers
- Emergency Procedures
- Scope of Work, Project Plans/Specifications
- Material Listing, MSDS Sheets
- Project Schedule
- Permit Information

Our Project Team assembles once a week or as needed to discuss project status and if necessary, effect any changes that may be required to maintain efficiency and schedule. Each member is equipped with Nextel radios and cellular phones with email access to maintain communication at all times.

Training of our field and office personnel is ongoing and is accomplished through on-site hands-on training classes provided by the various manufacturers we are approved by. The field staff and apprentices go through a three year training program

The President and Vice President attended a TQM class developed by the National Roofing Contractors Association through the University of Chicago Business College. Our Executive Management Team meets twice a month with a two hour "huddle" meeting and once a month for an all day executive meeting off site.

Advanced Roofing, Inc. also has a full fleet that consists of dump trucks, cranes, boom trucks, flat beds, kettles, and more. By offering these services in-house, we're able to provide our customers more for their money. And that's one of our professional solutions.

We use various computer based applications for tracking a project form the inception of the project to its completion. We have developed our in-house software "RFP Manager" for tracking

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

all in-coming projects. We also utilize Roof Express, CAD Program, Spitfire Project Management Software, and Solomon Accounting Software.

LICENSES	
Roofing	CCC024413
Solar	CVC56792
General Contractor	CGC1507377
Mechanical – Class A	CAC1818806
Electrical	EC13006050
Professional Engineer (2)	PE36852 / PE85793
NABCEP Certifications (2)	PV-101913-002781 / PVSI-072019-028634 PV-120521-013589

FULL TIME EMPLOYEES	
Executive Level Staff	14
Managers	150
Professionals	16
Sales Workers	45
Administrative	67
Craft Workers	236
Operatives	5
Laborers	199
Total	**732**

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

EXPERIENCE MATTERS.

ADVANCED ROOFING inc

CC-C024413 ESTABLISHED 1983

Tab III
Customer Listing

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

www.advancedroofing.com
Central Florida Office
866 365.6071 TEL 407.322.1555 FAX 407.322.0010
200 Northstar Court | Sanford | Florida 32771

Advanced Roofing, Inc

Confidential Pursuant to Trade Secret Section 812.081

Project	Description	Actual Revenue	Installation Date	Bid Submittal Account	BidSubmittalContact	Bid Submittal Account Street	Bid Submittal City	State	Zip	Bid Contact Email	Phone Number
APOPKA - CITY ANNEX	ReRoof	39410.00	8/31/2021	City of Apopka	Joseph Crisafulli	120 E Main St.	Apopka	FL	32703	JCrisafulli@apopka.net	407-703-1700
APOPKA - CITY GYM/ RECORD STORAGE SHED ROOFS	ReRoof	3500.00		City of Apopka	Alan (AJ) Jewell	120 E Main St.	Apopka	FL	32703	AJewell@Apopka.net	407-703-1700
APOPKA - COMMUNITY CENTER FLAT ROOFS	ReRoof	67500.00	10/27/2023	City of Apopka	Alan (AJ) Jewell	120 E Main St.	Apopka	FL	32703	AJewell@Apopka.net	407-703-1700
AVENTURA - COMMUNITY CENTER	ReRoof	223722.00	1/31/2024	The Garland Company, Inc.	Mark Humbaugh	6300 NW 92nd Ave	Parkland	FL	33067	mhumbaugh@garlandind.com	850-544-7991 (cell)
BOCA RATON - CITY HALL - FLAT ROOFS - RB1	ReRoof	248219.00		The Garland Company, Inc.	Robert Moses	854 NW Spruce Ridge Drive	Stuart	FL	34994	rmoses@garlandind.com	305-807-2140 (cell)
BOCA RATON - COMMUNITY CENTER - FLAT ROOF - RB2	ReRoof	93627.00		The Garland Company, Inc.	Robert Moses	854 NW Spruce Ridge Drive	Stuart	FL	34994	rmoses@garlandind.com	305-807-2140 (cell)
BOCA RATON - COUNTRY CLUB OF BOCA RATON-VARIOUS BLDGS	ReRoof	434645.00	4/15/2022	The Garland Company, Inc.	Robert Moses	854 NW Spruce Ridge Drive	Stuart	FL	34994	rmoses@garlandind.com	305-807-2140 (cell)
BOCA RATON - MIZNER PARK AMPHITHEATER - RB1	ReRoof	433102.00		The Garland Company, Inc.	Robert Moses	854 NW Spruce Ridge Drive	Stuart	FL	34994	rmoses@garlandco.com	305-807-2140 (cell)
BOCA RATON - MUNICIPAL COMPLEX BLDGS A & C-RB1 & BLDG B RESTORATION	ReRoof	252086.00	11/7/2023	The Garland Company, Inc.	Robert Moses	854 NW Spruce Ridge Drive	Stuart	FL	34994	rmoses@garlandind.com	305-807-2140 (cell)
BOCA RATON - WATER TREATMENT PLANT - BLDG 1B	ReRoof	182806.00		The Garland Company, Inc.	Robert Moses	854 NW Spruce Ridge Drive	Stuart	FL	34994	rmoses@garlandind.com	305-807-2140 (cell)
BOCA RATON - WATER TREATMENT PLANT-BLDG 24	ReRoof	199866.00	2/24/2023	The Garland Company, Inc.	Robert Moses	854 NW Spruce Ridge Drive	Stuart	FL	34994	rmoses@garlandind.com	305-807-2140 (cell)
BOYNTON BEACH - UTILITY ADMINISTRATION BLDG-METAL & FLAT ROOF	ReRoof	188582.00	9/17/2021	City of Boynton Beach	Howard Kerr	124 East Woolbright Road	Boynton Beach	FL	33435	kerrh@bbfl.us	561-742-6497
BRADENTON-WATER RECLAMATION FACILITY	ReRoof	79627.00	9/27/2021	City of Bradenton	Donald Brunner	1300 6th Street West	Bradenton	FL	34205	donald.brunner@cityofbradenton.com	(941) 708-6300
BRADENTON-WATER RECLAMATION FACILITY-SECTION 2-ADMIN OFFICE	ReRoof	26728.00	8/20/2021	City of Bradenton	Donald Brunner	1300 6th Street West	Bradenton	FL	34205	donald.brunner@cityofbradenton.com	(941) 708-6300
BROWARD COUNTY - CARVER RANCHES BRANCH LIBRARY	ReRoof	403388.41	9/4/2024	Broward County	Lori Douvris	115 S. Andrews Ave	Fort Lauderdale	FL	33301	ldouvris@broward.org	954-357-8083
BROWARD COUNTY - HOUSING & FINANCE BLDG	ReRoof	220063.00		Broward County	Ralph Stone	201 E 6th St	Fort Lauderdale	FL	33301	RSTONE@broward.org	954-357-4925
BROWARD COUNTY - WATER & WASTEWATER PLANT - THICKNER BLDG	ReRoof	224446.00	4/11/2023	Broward County	Daniel Rozelle	2401 N. Powerline Road	Pompano Beach	FL	33069	drozelle@broward.org	954-831-0943
BROWARD COUNTY-FDOH-HEALTH DEPT/CLINIC BLDG - RB2	ReRoof	1121553.80		Broward County	Lori Douvris	115 S. Andrews Ave	Fort Lauderdale	FL	33301	ldouvris@broward.org	954-357-8083
BROWARD COUNTY-PARKS & RECS DIV ADMIN OFFICE-NORTH BLDG	ReRoof	79750.00	6/25/2021	Broward County	E. Gideon Baig	3600 West Sample Road	Coconut Creek	Florida	33073	ebaig@broward.org	954-357-8162
BROWARD COUNTY-WATER AND WASTEWATER SERVICES COMPLEX-BLDG 2 AND BLDG 3 - RB1	ReRoof	464622.00		Broward County	Javier Sanchez	115 S. Andrews Ave (Rm A550)	Fort Lauderdale	FL	33301	jasanchez@broward.org	954-357-8628
CAPE CORAL - SRO PLANT 1 - METAL ROOF AND CENTER SECTION ONLY	ReRoof	797181.00	1/31/2024	City of Cape Coral	Rigo Chacon	PO Box 150027	Cape Coral	FL	33915	rchacon@capecoral.gov	(239) 574-0477
CHARLOTTE COUNTY - HARBOR EVENT & CONFERENCE CENTER - HALLS A, & B/C - PARTIAL REPLACEMENT	ReRoof	702167.00	5/6/2024	SynergyNDS	Kurt Waterman	1400 Sarno Road	Melbourne	Florida	32935	kwaterman@synergynds.com	321-652-1125
CHARLOTTE COUNTY - PUNTA GORDA MAINTENANCE LIGHTING BUILDING	ReRoof	32216.03	2/2/2022	Charlotte County	Gary Colicchio	18500 Murdock Circle	Port Charlotte	FL	33948		
COCONUT CREEK - COMMUNITY CENTER	ReRoof	334904.00	6/1/2023	City Of Coconut Creek	Lou Italico	4800 West Copans Road	Coconut Creek	FL	33063	litalico@coconutcreek.net	954-973-6780
COCONUT CREEK - WINSTON PARK NATURE CENTER - METAL ROOF	ReRoof	53982.80		City Of Coconut Creek	Ted Risberg III	4800 West Copans Road	Coconut Creek	FL	33063	trisberg@coconutcreek.net	954-956-1453
COLLIER COUNTY- GMD ANNEX AND STAIRS TOWERS	ReRoof	476136.00		Collier County	Mark Baker	3335 Tamiami Trail East	Naples	FL	34112	Mark.Baker@colliercountyfl.gov	239-252-8330
COLLIER COUNTY--CCSO JAIL BLDG J2 CONTRACT#19-7539	ReRoof	719836.00	12/13/2023	Collier County	Timothy Rygiel	3335 Tamiami Trail East	Naples	FL	34112	Timothy.Rygiel@colliercountyfl.gov	239.252.8380
COLLIER COUNTY-NORTHCOUNTY REGIONAL WATER TREATMENT PLANT 2023	ReRoof	1172591.00	9/9/2024	Collier County	Barbara Lance					Barbara.Lance@colliercountyfl.gov	
CORAL SPRINGS - SHERWOOD FOREST - PAVILLIONS 2, 3 AND SHELTER 1	ReRoof	46747.76		City of Coral Springs	Paul Zahn	9500 West Sample Road	Coral Springs	FL	33065	pzahn@coralsprings.gov	954-344-1132
DAVIE - FIRE STATION #65	ReRoof	237040.80		Town of Davie Fire & Rescue	Frank Suriano	6901 Orange Drive	Davie	FL	33314	fsuriano@davie-fl.gov	954-797-1213
DAVIE - FIRE STATION #65 - RB1	ReRoof	237040.00		Town of Davie Fire & Rescue	Frank Suriano	6901 Orange Drive	Davie	FL	33314	fsuriano@davie-fl.gov	954-797-1213
DAYTONA BEACH - FLEET MAINTENANCE BLDG 2 PUBLIC WORKS	ReRoof	133980.00	9/4/2024	City of Daytona Beach	Frank Angelakis	950 Bellevue Avenue	Daytona Beach	FL	32115	AngelakisFrank@CODB.us	(386) 671-8743
DEERFIELD BEACH - AQUATIC CENTER	ReRoof	255781.00	9/27/1951	City of Deerfield Beach	Hamid Nikvan	401 SW 4th Street	Deerfield Beach	FL	33441-4666	hnikvan@deerfield-beach.com	954-480-4368
DEERFIELD BEACH - AQUATIC CENTER-3 BLDGS (TICKET OFFICE, CONCESSION STAND & TRACK PRESS)-RB1	ReRoof	175576.00	9/27/2021	City of Deerfield Beach	Hamid Nikvan	401 SW 4th Street	Deerfield Beach	FL	33441-4666	hnikvan@deerfield-beach.com	954-480-4368
DELTONA EMERGENCY RESPONSE AND RECOVERY SERVICES	Term Contract	1.00		City of Deltona	Kate Duffy	2345 Providence Blvd.	Deltona	FL	32725	kduffyhree@deltonafl.gov	(386) 878-8100
DESOTO BOCC - EMERGENCY OPERATIONS CENTER	ReRoof	82140.00	5/9/2022	The Garland Company, Inc.	Craig O'Hara	8115 Savannah Point Ct	Tampa	FL	33647	cohara@garlandind.com	813-777-1745 cell
DUNEDIN-WATER TREATMENT- ADDITIONAL AREA	ReRoof	90447.00	12/15/2023	SynergyNDS	Nick Harper	1400 Sarno Road	Melbourne	FL	32935	nharper@synergynds.com	321-652-8899
EUSTIS - PUBLIC WORKS DEPARTMENT AND MAINTENANCE BUILDINGS	ReRoof	58010.00	5/20/2021	City of Eustis	Tracy Jeanes	10 N Grove Street, 3rd Floor	Eustis	FL	32726	jeanest@ci.eustis.fl.us	352-483-5475
FLAGLER COUNTY - EMERGENCY OPERATIONS CENTER	ReRoof	859967.18		Flagler County	Aaron Shilliday	1769 E Moody Blvd	Bunnell	FL	32110	ashilliday@flaglercounty.gov	(386) 437-7526
FLAGLER COUNTY - JUSTICE CENTER	ReRoof	421420.00	3/13/2023	Flagler County	Aaron Shilliday	1769 E Moody Blvd	Bunnell	FL	32110	ashilliday@flaglercounty.gov	(386) 437-7526
FORT LAUDERDALE - FIRE STATION 49	ReRoof	167927.00	9/27/2022	The Garland Company, Inc.	Mark Humbaugh	6300 NW 92nd Ave	Parkland	FL	33067	mhumbaugh@garlandind.com	850-544-7991 (cell)
FORT LAUDERDALE - FIVE ASH WTP-VARIOUS BLDGS (12)	ReRoof	821027.12	9/21/2022	City of Fort Lauderdale	Steve Hillberg	100 N Andrews Avenue, Suite 619	Fort Lauderdale	FL	33301	shillberg@fortlauderdale.gov	(954) 828-5677
FORT LAUDERDALE - TRANSPORTATION AND MOBILITY BLDG	ReRoof	150212.00	4/30/2021	City of Fort Lauderdale	Dale Black	290 NE 3rd Ave	Fort Lauderdale	Florida	33301	dblack@fortlauderdale.gov	754-228-7128
FORT LAUDERDALE-POLICE MOUNTED BARN-RB1	ReRoof	116200.00	9/28/2022	The Garland Company, Inc.	Robert Moses	854 NW Spruce Ridge Drive	Stuart	FL	34994	rmoses@garlandind.com	305-807-2140 (cell)
GAINESVILLE - IRONWOOD GOLF COURSE - CLUBHOUSE	ReRoof	83894.40	7/6/2022	City of Gainesville	Kurt Schuman	405 NW 39th Ave.	Gainesville	FL	32609	Schumanka@cityofgainesville.org	352-334-5021
GREATER BOCA RATON BEACH & PARK DISTRICT - SUGAR SAND PARK COMMUNITY CENTER	ReRoof	1639586.00	5/20/2024	Greater Boca Raton Beach	Melissa Dawson	21618 St. Andrews Blvd	Boca Raton	FL	33433	mdawson@mybocaparks.org	561-347-3942
GREENACRES - CITY HALL	ReRoof	106164.00	5/7/2023	The Garland Company, Inc.	Robert Moses	854 NW Spruce Ridge Drive	Stuart	FL	34994	rmoses@garlandind.com	305-807-2140 (cell)
GREENACRES - CITY HALL (BALANCE OF ROOF SECTIONS)	ReRoof	54760.00	3/3/2024	The Garland Company, Inc.	Mark Humbaugh	6300 NW 92nd Ave	Parkland	FL	33067	mhumbaugh@garlandind.com	850-544-7991 (cell)
HILLSBOROUGH COUNTY- COUNTY CENTER-RB1	ReRoof	1284951.36	2/3/2025	Walkley Construction Company	Brendan Sterker	2418 S Dundee St	Tampa	FL	33629	walkleyconstruction@gmail.com	813 879-3007
HILLSBOROUGH COUNTY-COUNTY CENTER-ROOF ANCHOR FLASHINGS	ReRoof	47772.00	8/10/2023	Walkley Construction Company	Brendan Sterker	2418 S Dundee St	Tampa	FL	33629	walkleyconstruction@gmail.com	813 879-3007
HOLLYWOOD - MAINTENANCE BLDG	ReRoof	109260.00		State Contracting & Engineering	Eileen See	5391 N Nob Hill Road	Sunrise	FL	33351	esee@statecontracting.com	954-923-4747 ext 107
HOMESTEAD - 208 N KROME AVE (KROME MARKET PLACE) BLDG	ReRoof	516236.00		City of Homestead	Willie Johnson	100 Civic Court	Homestead	FL	33030	wjohnson@cityofhomestead.com	305-224-4830
HOMESTEAD - WILLIAM F DICKINSON COMMUNITY CENTER	ReRoof	391326.09		City of Homestead	Willie Johnson	100 Civic Court	Homestead	FL	33030	wjohnson@cityofhomestead.com	305-224-4830
JEFFERSON COUNTY JAIL RE-ROOF	ReRoof	79606.00	11/1/2022	Jefferson County	Shannon Metty	445 W Palmer Mill Rd.	Monticello	FL	32344	smetty@jeffersoncountyfl.gov	850-342-0223
KISSIMMEE - CHAMBERS COMMUNITY CENTER	ReRoof	121500.00	7/28/2022	City of Kissimmee	RJ Littlefield	104 N. Alaska Ave	Kissimmee	FL	34741	rlittlefield@kissimmee.org	407-518-2622
LAKELAND - LAKELAND ELECTRIC	ReRoof	494486.00		City of Lakeland	Linda Alspaugh	1140 East Parker St	Lakeland	FL	33801	linda.alspaugh@lakelandgov.net	863-834-8787
LAKELAND HOUSING AUTHORITY - RENAISSANCE AT WASHINGTON RIDGE - EMMA TURNER COMMUNITY CENTER	ReRoof	92758.07		Gordian	Robert Edstrom	30 Patewood Dr Bldg 2 Ste 350	Greenville	SC	29615	r.edstrom@gordian.com	800-874-2291
LAKELAND HOUSING AUTHORITY - RENAISSANCE AT WASHINGTON RIDGE - H BLDG (28 BLDGS), TYPE 1 (5 BLDGS) AND T	ReRoof	1416424.72		Gordian	Robert Edstrom	30 Patewood Dr Bldg 2 Ste 350	Greenville	SC	29615	r.edstrom@gordian.com	800-874-2291
LAKELAND HOUSING AUTHORITY - RENAISSANCE AT WASHINGTON RIDGE - TYPE 1 (1 BLDG), TYPE H (8 BLDGS) AND TYPE	ReRoof	431867.00		Gordian	Robert Edstrom	30 Patewood Dr Bldg 2 Ste 350	Greenville	SC	29615	r.edstrom@gordian.com	800-874-2291
LAKELAND HOUSING AUTHORITY - RENAISSANCE SENIOR APT - ENTRANCE CANOPY	ReRoof	39679.93		Gordian	Robert Edstrom	30 Patewood Dr Bldg 2 Ste 350	Greenville	SC	29615	r.edstrom@gordian.com	800-874-2291
LAKELAND-LINDER INTERNATIONAL AIRPORT	ReRoof	789924.00	10/19/2023	City of Lakeland	Linda Alspaugh	1140 East Parker St	Lakeland	Florida	33801	purch@lakelandgov.net	(863) 834-6777.
LEE COUNTY- ORTIZ JAIL CORE I	ReRoof	2808565.00	6/27/2023	Lee County	David Jones	2115 Second Street, 1st Floor	Fort Myers	FL	33901	DJones2@leegov.com	(239) 533-8864
LEESBURG - METAL ROOF REHAB AND RECOATING	ReRoof	95240.00	8/20/2021	City of Leesburg	Aaliyah Davis	204 N. 5th Street	Leesburg	FL	34748	aaliyah.davis@leesburgflorida.gov	352-728-9880
MANATEE COUNTY- JUVENILE DETENTION FACILITY-PALMETTO- RB1	ReRoof	398793.20	6/10/2024	Manatee County	Jeb Hayter	1112 Manatee Avenue West Ste 803	Bradenton	FL	34205	jeb.hayter@mymanatee.org	
MARCO ISLAND - CITY HALL	ReRoof	165510.00		City of Marco Island	Lazaro Pomier, PhD, PMF	50 Bald Eagle Dr	Marco Island	FL	34145	lpomier@cityofmarcoisland.com	239-276-5789
MARGATE - CRA PLAZA - 1041 N. STATE ROAD 7 BLDG B ONLY - RB2	ReRoof	157924.00	7/20/2023	Margate Community	Jim Nardi	5790 Margate Blvd	Margate	FL	33063	j_nardi@bellsouth.net	954-817-1041

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MARGATE - NORTHWEST FOCAL POINT SR CENTER - UPPER ROOF ONLY	ReRoof	49803.00		The Garland Company, Inc.	Robert Moses	854 NW Spruce Ridge Drive	Stuart	FL	34994	rmoses@garlandind.com	305-807-2140 (cell)
MIAMI BEACH - 1755 MERIDIAN AVE BLDG-RB1	ReRoof	488427.50	3/12/2024	City of Miami Beach	Livia Barcelos	1833 Bay Road, 2nd Floor	Miami Beach	Florida	33139	LIVIABARCELOS@MIAMIBEACHFL.GOV	305-673-7490
MIAMI BEACH PUBLIC WORKS - PUMP STATION 23 ROOF REPLACEMENT	ReRoof	39580.00		City of Miami Beach							
MIAMI DADE COUNTY - STIRRUP FAMILY UNITS - 12 BLDGS	ReRoof	712820.00		Miami-Dade County	Valentina InBloom	701 NW 1st Court, 18th Floor	Miami	FL	33136	valentina.inbloom@miamidade.gov	786-469-4124
MIRAMAR WASTE WATER TREATEMENT PLANT BLDG 2 B AND BLDG 4 I	ReRoof	262875.19		City of Miramar	Marcelin Denis	13900 Pembroke Road	Miramar	FL	33027	mpdenis@miramarfl.gov	954-883-5022
MIRAMAR WASTEWATER TREATMENT PLANT BLDGS 1 6 11 12 13 AND 10	ReRoof	454316.00		Siemens Industry, Inc.	Bryan Reardon	1208 E. Kennedy Blvd, Unit 314	Tampa	FL	33602	bryan.reardon@siemens.com	727-512-2220
OKALOOSA COUNTY - DTS AIRPORT BLOCK 8 HANGAR METAL ROOF COATING	ReRoof	58250.00		Okaloosa County	Jeffrey Hyde	5479A Old Bethel Road	Crestview	FL	32536	purchaseinfo@myokaloosa.com	850-689-5050
ORANGE COUNTY - CENTRAL WAREHOUSE	ReRoof	110175.00	6/9/2021	Orange County Government	Lee Mathews	400 E. South Street, 2nd Floor	Orlando	FL	32801	Lee.Mathews@ocfl.net	407-836-5635
ORANGE COUNTY - CONVENTION CENTER NORTH/SOUTH BUILDING ROOF REPLACEMENT	ReRoof	19659413.00		Orange County Government	Gian Otero	400 E. South Street, 2nd Floor	Orlando	FL	32801	gian.otero@ocfl.net	407-836-5635
ORANGE COUNTY - EAST COMMUNITY CENTER	ReRoof	68250.00	6/9/2021	Orange County Government	Lee Mathews	400 E. South Street, 2nd Floor	Orlando	FL	32801	Lee.Mathews@ocfl.net	407-836-5635
ORANGE COUNTY - EMERGENCY MICHIGAN CAMPUS JUVENILE CENTER Y23-728 RB2	ReRoof	3403372.00		Orange County Government	Corie Cummings	400 E. South Street	Orlando	FL	32801	corie.cummings@ocfl.net	407-836-5680
ORANGE COUNTY - FACILITIES MANAGEMENT DIVISION OFFICE & TRAINING ROOM	ReRoof	118275.00		Orange County Government	John Hovey	400 E. South Street, 2nd Floor	Orlando	FL	32801	John.Hovey@ocfl.net	407-836-5635
ORANGE COUNTY CO OP EXT EDUCATION CENTER MIDDLE LOWER SECTIONS	ReRoof	270823.50		Orange County Government	Anthony King	6590 Amory Ct.	Winter Park	FL	32792	Anthony.king@ocfl.net	407-836-5635
ORANGE COUNTY EAST ORANGE COMPLEX- HEALTH DEPT AND HEADSTART SHINGLE ROOFS ONLY	ReRoof	42700.20	4/11/2022	Orange County Government	Lee Mathews	400 E. South Street, 2nd Floor	Orlando	FL	32801	Lee.Mathews@ocfl.net	407-836-5635
ORANGE PARK - PUBLIC WORKS RB1	ReRoof	175961.14		Gordian	Marcel Moreno	30 Patewood Drive, Suite 350	Greenville	SC	29615	m.moreno@gordian.com	800-874-2091
PARKLAND - CITY HALL	ReRoof	586338.00		The Garland Company, Inc.	Mark Humbaugh	6300 NW 92nd Ave	Parkland	FL	33067	mhumbaugh@garlandind.com	850-544-7991 (cell)
PINELLAS COUNTY - DET - MISDEMEANOR PROBATION	ReRoof	249266.45	5/1/2024	Pinellas County	Andrew Pupke	509 South East Avenue	Clearwater	Florida	33756	apupke@pinellascounty.org	727-464-3237
PINELLAS COUNTY - PALM HARBOR LIBRARY	ReRoof	222691.00	6/23/2023	Pinellas County	Tim Lewallen	509 East Avenue South	Clearwater	FL	33756	tlewallen@pinellas.gov	727-464-4179
PINELLAS COUNTY- 501 1ST AVE-RB1	ReRoof	194287.00	4/23/2024	Pinellas County	Mitchel Gryboski	400 S Ft Harrison Ave	Clearwater	Florida	33756	mgryboski@pinellascounty.org	
PINELLAS COUNTY- STAR CENTER	ReRoof	397487.18	1/3/2022	Pinellas County	Kevin Antkiewicz	30 Patewood Drive, Suite 350	Greenville	SC	29615	K.Antkiewicz@gordian.com	954-829-2893
PINELLAS COUNTY- STAR CENTER- AREA 20 & 39	ReRoof	213900.00	6/10/2022	Pinellas County	Michelle Jurek	3180 Central Ave.	St Petersburg	FL	33712	mjurek@psta.net	727-247-2470
PINELLAS COUNTY-STAR CENTER BLDG 22,23,24	ReRoof	107287.00	6/9/2023	Pinellas County	Brad Grabo	7887 Bryan Dairy Rd, Ste. 120	Largo	Florida	33777	bgrabo@co.pinellas.fl.us	727-453-6539
PINELLAS PUBLIC LIBRARY COOPERATIVE	ReRoof	98080.00	5/26/2022	The Garland Company, Inc.	Craig O'Hara	8115 Savannah Point Ct	Tampa	FL	33647	cohara@garlandind.com	813-777-1745 cell
PUTNAM COUNTY - COUNTY BUILDINGS	ReRoof	163400.00	2/14/2022	Putnam County	Desiree' Akins	2609 Crill Ave, Suite 200	Palatka	FL	32177	Desiree.Akins@putnam-fl.com	386-329-0205
SARASOTA COUNTY-TWIN LAKE PARK BLDG C BID 2209-004	ReRoof	445543.50	11/27/2023	Sarasota County	Emily Wenstad	1660 Ringling Blvd.	Sarasota	FL	34236	ewenstad@scgov.net	941-951-5266
SEMINOLE COUNTY - FIRE & EMS TRAINING CENTER	ReRoof	947211.20		Seminole County	Aaron Redman	1300 E. 2nd Street	Sanford	FL	32771	Aredman@seminolecountyfl.gov	407-665-5525
SEMINOLE COUNTY - JUVENILE JUSTICE CENTER	ReRoof	512806.00		Seminole County	Angela Clark	205 W. County Home Rd.	Sanford	FL	32773		(407) 665-5278
SOUTH MIAMI - COMMUNITY CENTER-COATING	ReRoof	104867.00	5/24/2021	City of South Miami	Aurelio Carmenates	6130 Sunset Drive	South Miami	Florida	33143	ACarmenates@southmiamifl.gov	305-403-2072
ST. CLOUD - CITY HALL RB1	ReRoof	524009.00		City of St. Cloud	Kevin Feibtinger	1300 9th Street	St. Cloud	FL	34769		407-957-7300
ST. CLOUD - CIVIC CENTER BUILDINGS A & B RB1	ReRoof	578220.00		City of St. Cloud	Kevin Feibtinger	1300 9th Street	St. Cloud	FL	34769		407-957-7300
ST. CLOUD - TECO BUILDING	ReRoof	277803.00	11/6/2023	City of St. Cloud	Jim Reus	1300 9th Street	St. Cloud	FL	34769	jreus@stcloud.org	407-957-7300
STUART - PUBLIC WORKS COMPLEX - BIG SHED	ReRoof	126160.00		City of Stuart	Alaina Knofla	121 SW Flagler Avenue	Stuart	FL	34994	aknofla@ci.stuart.fl.us	772-288-5320
SUNRISE - GAS ADMINISTRATION BLDG	ReRoof	300802.00	6/12/2023	City of Sunrise	Mark Pacitti	10770 W. Oakland Park Blvd	Sunrise	FL	33351	MPacitti@sunrisefl.gov	954-746-3295
VERO BEACH - PUBLIC WORKS CPR COATING - L, E, F, C & BREEZEWAYS	ReRoof	69659.00	11/3/2022	The Garland Company, Inc.	Robert Moses	854 NW Spruce Ridge Drive	Stuart	FL	34994	rmoses@garlandind.com	305-807-2140 (cell)
VILLAGES - EL CAMINO/ALHAMBRA PUMP HOUSE RE-ROOF	ReRoof	26873.00	3/10/2022	The Villages	Doyle Graf	1071 Canal Street	The Villages	FL	32162	Doyle.Graf@DistrictGov.org	813-294-7314
VOLUSIA COUNTY - ANIMAL SERVICES ROOF RECOVERY	ReRoof	109000.00	7/22/2024	Volusia County	Kamron Gardner	123 West Indiana Avenue, Room 302	DeLand	FL	32720-4608	KGardner@volusia.org	386-248-1760 Ext. 11271
VOLUSIA COUNTY - DELAND ANNEX	ReRoof	198170.00	4/20/2024	Volusia County	Kamron Gardner	123 West Indiana Avenue, Room 302	DeLand	FL	32720-4608	KGardner@volusia.org	386-248-1760 Ext. 11271
VOLUSIA COUNTY - FIRE STATION 46	ReRoof	45855.00	4/1/2022	Volusia County	Kamron Gardner	123 West Indiana Avenue, Room 302	DeLand	FL	32720-4608	KGardner@volusia.org	386-736-5935
VOLUSIA COUNTY - FLEET MANAGEMENT	ReRoof	297560.00	3/20/2023	Volusia County	Lacey Lassiter	123 West Indiana Avenue, Room 302	DeLand	FL	32720-4608	llassiter@volusia.org	386-736-5935
VOLUSIA COUNTY - HALIFAX HISTORICAL SOCIETY MUSEUM	ReRoof	237225.00	7/3/2024	Volusia County	Jose Alvarez	3811 Tiger Bay Rd.	Daytona Beach	FL	32124	JAlvarez@volusia.org	386-248-1760 Ext. 11739

CONFIDENTIAL

Confidential Pursuant to Trade Secret Section 812.081

EXPERIENCE MATTERS.

ADVANCED ROOFING INC

CC-C024413 ESTABLISHED 1983

Tab IV
Acceptance of Conditions

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

www.advancedroofing.com
Central Florida Office
866 365.6071 TEL 407.322.1555 FAX 407.322.0010
200 Northstar Court | Sanford | Florida 32771

EXPERIENCE MATTERS.

ADVANCED ROOFING inc

CC-C024413 ESTABLISHED 1983

ACCEPTANCE OF CONDITIONS

No exceptions to general terms and conditions of the RFP.

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

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Central Florida Office
866 365.6071 TEL 407.322.1555 FAX 407.322.0010
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EXPERIENCE MATTERS.

ADVANCED ROOFING inc

CC-C024413 ESTABLISHED 1983

Tab V
Documents

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

www.advancedroofing.com
Central Florida Office
866 365.6071 TEL 407.322.1555 FAX 407.322.0010
200 Northstar Court | Sanford | Florida 32771

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KORNAHRENS, ROBERT P

ADVANCED ROOFING INC
1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CCC024413

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/11/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE CLASS A AIR CONDITIONING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KORNAHRENS, THOMAS MICHAEL

ADVANCED ROOFING, INC.
1950 NW 22ND ST
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CAC1818806

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/09/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE SOLAR CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SOCKMAN, CLINTON ALAN

ADVANCED ROOFING INC
1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CVC56792

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/11/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KORNAHRENS, ROBERT P

ADVANCED ROOFING INC
1950 NORTHWEST 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CGC1507377

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/11/2024

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This is your license. It is unlawful for anyone other than the licensee to use this document.

EXPERIENCE MATTERS.

ADVANCED ROOFING inc

CC-C024413 ESTABLISHED 1983

Affiliations and Memberships

- National Roofing Contractors Association – 31 years
- Florida Roofing & Sheet Metal Association – 30 years
- Roofing Contractors Association of South Florida – 20 years

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

www.advancedroofing.com
Central Florida Office
866 365.6071 TEL 407.322.1555 FAX 407.322.0010
200 Northstar Court | Sanford | Florida 32771

EXPERIENCE MATTERS.

ADVANCED ROOFING inc

CC-C024413 ESTABLISHED 1983

Tab VI
Required Form Submittals

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

www.advancedroofing.com
Central Florida Office
866 365.6071 TEL 407.322.1555 FAX 407.322.0010
200 Northstar Court | Sanford | Florida 32771

AGREEMENT

Water Treatment Facility Re-Roof
Request for Proposal (RFP) 25-WA-01

THIS AGREEMENT is made and entered into this_____day of ___, 2025, by and between Advanced Roofing Inc., duly authorized to conduct business in the State of Florida and whose address is 200 Northstar Ct. Sanford, FL 32771, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #25-WA-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for ninety days (90 days) from the date of the notice to proceed. The contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the roof completion time stipulated above the sum of **$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amount deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:
Jason Carruth, Vice President (Name, Title)
Advanced Roofing Inc. (Company)
200 Northstar Ct. (Address)
Sanford, FL 32771 (City, State, Zip)
407-322-1555 (Phone)

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

_____

WITNESSES:

_____

_____

Attachments: A. RFP #25-WA-01
B. Firm Response to RFP

CITY OF HOLLY HILL

_____
Joseph Forte, City Manager

Dated: _____

FIRMS
By: _____
Jason Carruth, VP

Dated: 3/14/2025

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of _____, 2025 under Agenda Item No._____.

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

CONTRACTOR CHECKLIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.
Proposer should check off each of the following items as the necessary action is completed:

☑ The standard contract/ agreement has been signed and included.

☑ All applicable forms have been signed and included

☑ All information as requested in the Proposer's Qualification Form is included.

☑ Any addenda have been signed and included.

☑ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood
Ave.
Holly Hill, Florida 32117

☑ The **mailing envelope must be sealed and marked** with Qualification Number **"RFP 25-WA-01"**, Proposal Title **"Water Treatment Facility Re-Roof" and Due Date "March 18, 2025 at 10:00 am"**.

☑ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

Advanced Roofing Inc.	200 Northstar Ct.
Company	Address
Authorized Signature	Sanford, FL 32771
	City, State, Zip Code
Jason Carruth, Vice President	407-322-1555
Printed Name & Title	Telephone No.
jasonc@advancedroofing.com	407-322-0010
Email	Fax No.

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Advanced Roofing Inc.
Company

Authorized Signature

Jason Carruth, Vice President
Printed Name & Title

jasonc@advancedroofing.com
Email

200 Northstar Ct.
Address

Sanford, FL 32771
City, State, Zip Code

407-322-1555
Telephone No.

407-322-0010
Fax No.

State of Florida)
City of Seminole)

SUBSCRIBED AND SWORN to before me this 14 day of March, 20 25, by Jason Carruth, who is personally known to me to be the Vice President for the Firm, OR who produced the following identification: _____.

Notary Public State of Florida
Katlynn Keilum
My Commission HH 449688
Expires 10/8/2027

Notary Public

My Commission Expires: 10/08/2027

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
50%	Jacksonville Performing Arts Center Re-Roof	$ 6,972,795.00
75%	Orange County Convention Center North/South Roof Replacement	$ 19,659,413.00
80%	Vystar Veterans Memorial Arena Coating	$ 1,183,796.97

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

Volusia County Schools Heritage Middle School Campus Wide Re-Roof

Promenade at Tuskawilla Plaza Re-Roof

OTHER INFORMATION ABOUT PROJECTS:

N/A

Have you, at any time, failed to complete a project? ☐ Yes ☑ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☑ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

See attached.

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

EXPERIENCE MATTERS.

ADVANCED ROOFING inc

Year	Plaintiff	Defendant	Case No.	County	Court	Status	Comments/Project	Outcome	
2017	ADVANCED ROOFING, INC.	FIRST STANDARD ASSURETY, LLLP, KENYON & PARTNERS, INC.	17-CA-001785	Hillsborough	Circuit	Open	Non-payment for work performed	Pending	
2019	Kathleen Phillips, as curator of the estate of Adam Saad	Advanced Roofing, Inc. and Carlos Varas	CACE-19-005054	Broward	Circuit	Closed	Automobile related **(not construction related)**	Confidential Settlement	
2019	ADVANCED ROOFING, INC.	FIDELITY DEPOSIT & DEPOSIT COMPANY OF MARYLAND, et al.	2019-022013-CA-01 (25)	Miami-Dade	Circuit	Closed	Non-payment for work performed	Confidential Settlement	
2019	ADVANCED ROOFING, INC.	SAND DOLLAR I, INC.	CA19-0785 (Div. 55)	St. Johns	Circuit	Closed	Non-payment for work performed	Confidential Settlement	
2019	ADVANCED ROOFING, INC.	VAA ENTERPRISES, LLC	2019 31854 COCI	Volusa	County	Closed	Non-payment for work performed	Confidential Settlement	
2019	Advanced Roofing, Inc.	Lake Point Tower Condominium Inc	CACE-19-007636	Broward	Circuit	Closed	Contract Dispute with Owner	Voluntary Dismissal	
2019	ADVANCED ROOFING, INC.	ARGONAUT INSURANCE CO.	19-CV-61701-RS/AOV	Southern District of Florida	Federal	Closed	Non-payment for work performed	Confidential Settlement	
2019	ADVANCED ROOFING, INC.	VILLAS OF OCEAN DUNES ASSOCTION, INC.	50-2019-CA-014407-XXXX-MB (AO) (MOVED TO PRIVATE ARBITRATION)	Palm Beach	N/A	Closed	Non-payment for work performed	Confidential Settlement	
2020	ADVANCED ROOFING, INC.	Gator Delray, L.C.	CACE-20-002444(09)	Broward	Circuit	Closed	Non-payment for work performed	Confidential Settlement	
2020	ADVANCED ROOFING, INC.	Gator Sheridan, Inc.	COWE-20-003446(83)	Broward	County	Closed	Non-payment for work performed	Confidential Settlement	
2020	Eric Yogel	Advanced Roofing Inc	502020CA001593XXXXMB	Palm Beach	Circuit	Closed	Property damage	Confidential Settlement.	
2020	Ignacio Diaz and Sara Diaz	Olypus Insurance Company and Advanced Roofing, Inc.	2020-003366-CA-01	Miami-Dade	Circuit	Closed	Roof leak	Confidential Settement.	
2020	Hollywood Comica and Collectibles, Inc.	Citrus Park Mall Owner LLC, and Advanced Roofing, Inc. and Ramirez Roofing, Inc.	20-CA-1799 DIV K	Hillsborough	Circuit	Closed	Property damage	Confidential Settlement.	
2020	ADVANCED ROOFING, INC.	Burke Construction, Inc. et al.	2020-006234-CA-01 (32)	Miami-Dade	Circuit	Closed	Non-payment for work performed	Confidential Settlement.	
2020	Carmen Hernandez and Matthew Hernandez	Advanced Roofing, Inc and Darwing Silva	2020-005630-CA-01	Miami-Dade	Circuit	Closed	Automobile related **(not construction related)**	Confidential Settlement.	
2020	Reinaldo Carbonell Delgado	Juan Carlos Navarro and Advanced Roofing Inc.	2020-016780-CA-01	Miami-Dade	Circuit	Closed	Automobile related **(not construction related)**	Confidential Settlement.	
2020	Dave Bell	Kerlot Saintsurin and Advanced Roofing Inc.	50-2020-CA-005847-MB	Palm Beach	Circuit	Closed	Automobile related **(not construction related)**	Confidential Settlement.	
2020	Mauricio Solis	Advanced Roofing Inc.	2020-026387-CA-01	Miami-Dade	Circuit	Closed	Alleged retaliation **(not construction related)**	Confidential Settlement.	
2020	Universal Property Casualty Insurance Company	Advanced Roofing Inc, and Key Islander Condominium Association	2020-027854-SP-05	Miami-Dade	County	Closed	Minor Water Damages	Confidential Settlement.	
2020	Advanced Roofing, Inc.	Travelers Casualty	CACE-20-015449 (14)	Palm Beach	Circuit	Closed	Non-payment for work performed	Confidential Settlement.	
2020	Joshua Robbins	Advanced Roofing, Inc.	CACE-20-014775 (08)	Broward	Circuit	Closed	Employment related **(not construction related)**	Dismissed	
2021	Park Place Condo	Advanced Roofing, Inc.	CACE-21-002028	Broward	Circuit	Closed	Expansion joint leaks and repairs	Confidential Settlement.	
2021	ADVANCED ROOFING, INC.	Advanced Roofing South, LLC	21-CA-000013-P	Monroe	Circuit	Open	Intellectual Property **(not construction related)**	Pending	

Year	Plaintiff	Defendant	Case No.	County	Court	Status	Comments/Project	Outcome	
2021	Everett and Mary Sprigler	Regatta at Vanderbilt Condo; T-Mobile; Betacom; Advanced Roofing, Inc.	11-2019-CA-004703-001	Collier	Circuit	Closed	Condo unit owner leak claim	Confidential Settlement.	
2021	ADVANCED ROOFING, INC.	Concorde Group Holdings, LLC	CACE-21-005191 (12)	Broward	Circuit	Closed	Non-payment for work performed	Confidential Settlement.	
2022	ADVANCED ROOFING, INC.	Federal Insurance Company	2022-007776-CA-01	Miami-Dade	Circuit	Closed	Non-payment for work performed	Voluntary Dismissal	
2022	ADVANCED ROOFING, INC.	Bandes Construction, Inc.	22-003605-CI (13)	Pinellas	Circuit	Open	Non-payment for work performed	Confidential Settlement.	
2022	ADVANCED ROOFING, INC.	Tucker Outdoor Services, Inc.	COWE-22-003403 (82)	Broward	County	Open	Breach of Contract Materials Supplier	Judgment in favor of Advanced Roofing's	
2022	Jasmine Nicole Johnson Noel	Advanced Roofing, Inc.	CACE22012668	Broward	Circuit	Closed	Auto Negligence **(not construction related)**	Confidential Settlement	
2023	RENE OBREGON DIEPPA	Advanced Roofing, Inc.	23-CA-001718 Division I	Hillsborough	Circuit	Closed	Auto Negligence **(not construction related)**	Voluntary Dismissal	
2023	MISLEYDIS MARRERO CARRILLO	Advanced Roofing, Inc.	23-CA-001720 Division J	Hillsborough	Circuit	Closed	Auto Negligence **(not construction related)**	Voluntary Dismissal	
2023	MICHELLE BUITENMAN-ALICEA	Advanced Roofing, Inc.	CACE-23-010851	Broward	Circuit	Open	Slip and Fall **(not construction related)**	Pending	
2023	ADVANCED ROOFING, INC.	Investements SWK, LLC	CACE-23-018201	Broward	Circuit	Stayed	Non-payment for work performed	Pending/Stayed Investments SWK filed Bankrutcy	
2023	Anthony and Barbara Scarpo	Advanced Roofing, Inc., et al.	23-CA-014275	Hillsborough	Circuit	Open	Injunctive Releif **(not constructon related)**	Pending	
2023	TF North Run, LLC	Advanced Roofing, Inc. et. al	23-027927-CA-01	Miami-Dade	Circuit	Open	Contract dispute	Pending	
2023	26Edgewater Condo Assoc., Inc.	Advanced Roofing, Inc., et al.	2023-004612-CA-01	Miami-Dade	Circuit	Open	Defective Construction Claims	Pending	
2023	Guerami	Advanced Roofing, Inc. et. al	23-025797-CA-01	Miami-Dade	Circuit	Open	Condo unit owner leak claim	Penidng	
2023	Aventura Parksquare Residences Condo Assoc.	Advanced Roofing, Inc., et al.	2023--021650-CA-01	Miami-Dade	Circuit	Open	Defective Construction Claims	Pending	
2024	ADVANCED ROOFING, INC.	Harbourage Condominium	CACE-24-001012 (14)	Broward County	Circuit	Closed	Non-payment for work performed	Voluntary Dismissal	
2024	Harbourage Condominium	Advanced Roofing, Inc.	CACE-24-005176 (14)	Broward County	Circuit	Open	Contract dispute	Pending	
2024	ADVANCED ROOFING, INC.	Jack Hudlow and Core Roofing	CACE-24-001249 (13)	Broward County	Circuit	Open	Breach of Non-Solicitation **(not construction related)**	Pending	
2024	ADVANCED ROOFING, INC.	Pure Safety Group, Inc. d/b/a Guardian Fall Protection	16-2024-CA-004284-AXXX-MA	Duval County	Circuit	Open	Negligence (engineering dispute)	Pending	
2024	Universal Property a/s/o Kevin Wall	Advanced Roofing, Inc.	2024-CA-007240-O	Orange County	Circuit	Open	Townhome owner leak claim	Pending	
2024	Victor Ghersi	Advanced Roofing, Inc.	502024CA008321XXXAMB	Palm Beach	Circuit	Open	Condo unit owner leak claim	Pending	
2024	Magdalena Cuprys	Advanced Roofing, Inc.	2024-017186-CA-01	Miami-Dade	Circuit	Open	Slip and Fall **(not construction related)**	Pending	
2024	Steven Balram	Advanced Roofing, Inc., et al.	COCE-24-032593	Broward County	County	Open	Condo unit owner leak claim	Pending	
2024	Lissett and Mohammed Fathi individually and on behalf of their minor children	Advanced Roofing, Inc., et al.	2024-023006-CA-01	Miami-Dade	Cirucuit	Open	Negligence (premisis liability)	Pending	
2024	CDB Consulting Group	Advanced Roofing, Inc., et al.	2024-022493-CA-01	Miami-Dade	Circuit	Open	Condo unit owner leak claim	Pending	
2024	William Dean Church	Advanced Roofing, Inc., et al.	CACE-24-015792	Broward County	Circuit	Open	Condo unit owner leak claim	Pending	
2024	Luis Virgilio Amert	Advanced Roofing, Inc., et al.	2024-CA-007441	Palm Beach	Circuit	Open	Slip and Fall	Pending	

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

$ 0 Total Fees for work done on all City projects

Please see attached reference list of all other City Projects performed by Advanced Roofing Inc.

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

ADVANCED ROOFING, INC
CITY PROJECTS

Topic	Product Offering	RFP Phase	Territory	Actual Revenue
ALTAMONTE SPRINGS FLEET & FACILITY MAITENANCE	ReRoof	Secured	Orlando	178390.00
ALTAMONTE SPRINGS KELLER ROAD OPERATIONS ADMIN BUILDING - RB1	ReRoof	Secured	Orlando	34720.00
ALTAMONTE SPRINGS MECHANICAL MAINTENANCE BUILDING	ReRoof	Secured	Orlando	42000.00
APOPKA - CITY ANNEX	ReRoof	Secured	Orlando	39410.00
APOPKA - CITY GYM/ RECORD STORAGE SHED ROOFS	ReRoof	Secured	Orlando	3500.00
APOPKA - COMMUNITY CENTER FLAT ROOFS	ReRoof	Secured	Orlando	67500.00
BOCA RATON - CITY HALL - FLAT ROOFS - RB1	ReRoof	Secured	Fort Lauderdale	248219.00
BOCA RATON - COMMUNITY CENTER - FLAT ROOF - RB2	ReRoof	Secured	Fort Lauderdale	93627.00
BOCA RATON - COUNTRY CLUB OF BOCA RATON-VARIOUS BLDGS	ReRoof	Secured	Fort Lauderdale	434645.00
BOCA RATON - FIRESTATION #6 - RB2	ReRoof	Secured	Fort Lauderdale	76085.00
BOCA RATON - MIZNER PARK AMPHITHEATER - RB1	ReRoof	Secured	Fort Lauderdale	433102.00
BOCA RATON - MUNICIPAL COMPLEX BLDGS A & C-RB1 & BLDG B RESTORATIO	ReRoof	Secured	Fort Lauderdale	252086.00
BOCA RATON - OCEAN RESCUE-MAIN ROOF ONLY-RB1	ReRoof	Secured	Fort Lauderdale	214869.56
BOCA RATON - OLD TOWN HALL - ADDITION	New Construction	Secured	Fort Lauderdale	31386.00
BOCA RATON - WATER TREATMENT PLANT - BLDG 1B	ReRoof	Secured	Fort Lauderdale	182806.00
BOCA RATON - WATER TREATMENT PLANT-BLDG 24	ReRoof	Secured	Fort Lauderdale	199866.00
BOCA RATON UTILITY SERVICE COMPLEX BUILDING # 17	ReRoof	Secured	Fort Lauderdale	50826.00
BOCA RATON UTILTIY SERVICES	ReRoof	Secured	Fort Lauderdale	134062.00
BOCA RATON WASTE WATER TREATMENT PLANT	ReRoof	Secured	Fort Lauderdale	148324.00
BOCA RATON-OLD TOWN HALL-RB1 (HISTORICAL SOCIETY & MUSEUM)	ReRoof	Secured	Fort Lauderdale	168758.00
BOCA RATON-WATER TREATMENT PLANT (BLDGS. #11 & 47)	ReRoof	Secured	Fort Lauderdale	197628.00
BOYNTON BEACH - AMPHITHEATER	New Construction	Secured	Fort Lauderdale	118145.00
BOYNTON BEACH - PUBLIC WORKS ADMIN WAREHOUSE/SERVICE GARAGE	ReRoof	Secured	Fort Lauderdale	181978.04
BOYNTON BEACH - UTILITY ADMINISTRATION BLDG-METAL & FLAT ROOF	ReRoof	Secured	Fort Lauderdale	188582.00
BOYNTON BEACH COMMUNITY REDEVLOPMENT-WOMENS CLUB	ReRoof	Secured	Fort Lauderdale	310584.00
BRADENTON-WATER RECLAMATION FACILITY	ReRoof	Secured	Tampa	79627.00
BRADENTON-WATER RECLAMATION FACILITY-SECTION 2-ADMIN OFFICE	ReRoof	Secured	Tampa	26728.00
BROOKSVILLE CITY HALL	ReRoof	Secured	Orlando	180000.00
CAPE CORAL - SRO PLANT 1 - METAL ROOF AND CENTER SECTION ONLY	ReRoof	Secured	Tampa	797181.00
CHARLOTTE COUNTY - PUNTA GORDA MAINTENANCE LIGHTING BUILDING	ReRoof	Secured	Tampa	32216.03
COCONUT CREEK - COMMUNITY CENTER	ReRoof	Secured	Fort Lauderdale	334904.00
COCONUT CREEK - FIRE STATION 94	ReRoof	Secured	Fort Lauderdale	89827.60
COCONUT CREEK - RECREATION BLDG	ReRoof	Secured	Fort Lauderdale	364664.99
COCONUT CREEK - WINSTON PARK - RESTROOM BLDG	ReRoof	Secured	Fort Lauderdale	
COCONUT CREEK - WINSTON PARK NATURE CENTER - METAL ROOF	ReRoof	Secured	Fort Lauderdale	53982.80
COCONUT CREEK-GOVENMENT CENTER ROOF REPLACEMENT	ReRoof	Secured	Fort Lauderdale	1983810.75
COOPER CITY - COMMUNITY CENTER	ReRoof	Secured	Fort Lauderdale	46703.00
COOPER CITY - POOL & TENNIS CENTER-REMAINING TILE ROOFS	ReRoof	Secured	Fort Lauderdale	216150.00
COOPER CITY - SPORTS COMPLEX - PAVILION, CONCESSION STAND & IRRIGAT	ReRoof	Secured	Fort Lauderdale	52893.00
CORAL GABLES-CITYWIDE ROOF SERVICES	ReRoof	Secured	Fort Lauderdale	300000.00
CORAL SPRINGS - CITY HALL-DRAIN RESTORATION	ReRoof	Secured	Fort Lauderdale	6474.00
CORAL SPRINGS - SHERWOOD FOREST - PAVILLIONS 2, 3 AND SHELTER 1	ReRoof	Secured	Fort Lauderdale	46747.76
CORAL SPRINGS BUICK/GMC	ReRoof	Secured	Fort Lauderdale	4005.00
DAVIE - FIRE STATION #65	ReRoof	Secured	Fort Lauderdale	237040.80
DAVIE - FIRE STATION #65 - RB1	ReRoof	Secured	Fort Lauderdale	237040.00
DAVIE - GENERATOR BUILDING	ReRoof	Secured	Fort Lauderdale	36825.00

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Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

ADVANCED ROOFING, INC
CITY PROJECTS

DAVIE TERM ROOFING BID	ReRoof	Secured	Fort Lauderdale	5.00
Davie- Waste Water Plant- Old Blower Roof Area	ReRoof	Secured	Fort Lauderdale	63250.00
DAVIE WOLF LAKE PAVILLION	ReRoof	Secured	Fort Lauderdale	35330.00
DAVIE-BERGERON RODEO GROUNDS (CONCESSION ROOF)	ReRoof	Secured	Fort Lauderdale	5980.00
DAVIE-FIRE STATION #68	ReRoof	Secured	Fort Lauderdale	94855.00
DAVIE-SUNNY LAKE-OLD RESIDENCE	ReRoof	Secured	Fort Lauderdale	73290.00
DAVIE-TOWN HALL BLDG A	ReRoof	Secured	Fort Lauderdale	39900.00
DAVIE-TOWN HALL BLDG B & C	ReRoof	Secured	Fort Lauderdale	89600.00
DAVIE-TOWN HALL BUILDING C	ReRoof	Secured	Fort Lauderdale	34000.00
DAVIE-TOWN HALL BUILDINGS A & B	ReRoof	Secured	Fort Lauderdale	39900.00
DAYTONA BEACH - FLEET MAINTENANCE BLDG 2 PUBLIC WORKS	ReRoof	Secured	Orlando	133980.00
DEERFIELD BEACH - AQUATIC CENTER	ReRoof	Secured	Fort Lauderdale	255781.00
DEERFIELD BEACH - AQUATIC CENTER-3 BLDGS (TICKET OFFICE, CONCESSIOI	ReRoof	Secured	Fort Lauderdale	175576.00
DELRAY BEACH-POMPEY PARK COMMUNITY CENTER PARTIAL SECTION - RB2	ReRoof	Secured	Fort Lauderdale	249725.00
DELTONA EMERGENCY RESPONSE AND RECOVERY SERVICES	ReRoof	Secured	Orlando	1.00
DESOTO BOCC - EMERGENCY OPERATIONS CENTER	ReRoof	Secured	Tampa	82140.00
DUNEDIN - WATER TREATMENT	ReRoof	Secured	Tampa	179564.00
DUNEDIN-WATER TREATMENT- ADDITIONAL AREA	ReRoof	Secured	Tampa	90447.00
FORT LAUDERDALE - CARTER PARK GYM	ReRoof	Secured	Fort Lauderdale	40246.00
FORT LAUDERDALE - CEMETERY MAINTENANCE FACILITY	ReRoof	Secured	Fort Lauderdale	19646.00
FORT LAUDERDALE - CITY HALL - RB3	ReRoof	Secured	Fort Lauderdale	379571.00
FORT LAUDERDALE - FIRE STATION 49	ReRoof	Secured	Fort Lauderdale	167927.00
FORT LAUDERDALE - FIVE ASH WTP-VARIOUS BLDGS (12)	ReRoof	Secured	Fort Lauderdale	821027.12
FORT LAUDERDALE - GT LOHMEYER CHORINE BLDG-RB1	ReRoof	Secured	Fort Lauderdale	157529.00
FORT LAUDERDALE - OSSWALD PARK - RECREATION CENTER - RB1	ReRoof	Secured	Fort Lauderdale	97625.00
FORT LAUDERDALE - PARKS AND RECREATION ADMINISTRATION BUILDING - RI	ReRoof	Secured	Fort Lauderdale	28434.00
FORT LAUDERDALE - PUBLIC WORKS ADMINISTRATION BLDG	ReRoof	Secured	Fort Lauderdale	146820.00
FORT LAUDERDALE - SWIMMING HALL OF FAME - BALANCE OF ROOFS	ReRoof	Secured	Fort Lauderdale	104381.00
FORT LAUDERDALE - SWIMMING HALL OF FAME-MAIN ROOF	ReRoof	Secured	Fort Lauderdale	89375.00
FORT LAUDERDALE - TRANSPORTATION AND MOBILITY BLDG	ReRoof	Secured	Fort Lauderdale	150212.00
FORT LAUDERDALE - WAR MEMORIAL AUDITORIUM - RB2	ReRoof	Secured	Fort Lauderdale	396810.00
FORT LAUDERDALE AIRPORT - TERMINAL 4	ReRoof	Secured	Fort Lauderdale	467390.00
FORT LAUDERDALE AIRPORT TERMINAL 4 EASTERN EXPANSION	New Construction	Secured	Fort Lauderdale	1561261.00
FORT LAUDERDALE ESPLANADE GAZEBO RB1	ReRoof	Secured	Fort Lauderdale	60128.00
FORT LAUDERDALE HOLLYWOOD INTERNATIONAL AIRPORT CONTROL TOWER	New Construction	Secured	Fort Lauderdale	178210.00
FORT LAUDERDALE HOLLYWOOD INTERNATIONAL AIRPORT-ARFF WATER INTR	ReRoof	Secured	Fort Lauderdale	82000.00
Fort Lauderdale Low Slope Re-Roofing & Repair Projects	ReRoof	Secured	Fort Lauderdale	2574972.50
Fort Lauderdale- Steep Slope Re-Roofing & Repair Projects	ReRoof	Secured	Fort Lauderdale	2296725.00
FORT LAUDERDALE-101 NORTH ANDREWS	ReRoof	Secured	Fort Lauderdale	163944.00
FORT LAUDERDALE-FLOYD HULL STADIUM - MORTON ACTIVITY CENTER - REP/	ReRoof	Secured	Fort Lauderdale	33047.50
FORT LAUDERDALE-FLOYD HULL STADIUM - MORTON ACTIVITY CENTER - RB1	ReRoof	Secured	Fort Lauderdale	33048.00
FORT LAUDERDALE-GT LOHMEYER REGIONAL WWTP-ADMINISTRATION BLDG	ReRoof	Secured	Fort Lauderdale	0.00
FORT LAUDERDALE-GT LOHMEYER REGIONAL WWTP-ADMINISTRATION BLDG (	ReRoof	Secured	Fort Lauderdale	100146.00
FORT LAUDERDALE-GT LOHMEYER WWTP-DEWATERING BLDG-RB1 & EFFLUEN	ReRoof	Secured	Fort Lauderdale	210230.50
FORT LAUDERDALE-HOLIDAY PARK GYM	ReRoof	Secured	Fort Lauderdale	174132.00
FORT LAUDERDALE-HOLIDAY PARK SOCIAL CENTER-RB1	ReRoof	Secured	Fort Lauderdale	76870.00
FORT LAUDERDALE-POLICE DEPT BLDG	ReRoof	Secured	Fort Lauderdale	360025.00

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

ADVANCED ROOFING, INC
CITY PROJECTS

FORT LAUDERDALE-POLICE MARINE UNIT OFFICE	ReRoof	Secured	Fort Lauderdale	51118.00
FORT LAUDERDALE-POLICE MOUNTED BARN-RB1	ReRoof	Secured	Fort Lauderdale	116200.00
FORT LAUDERDALE-SWIMMING HALL OF FAME-WEST AUDITORIUM- RB1	ReRoof	Secured	Fort Lauderdale	103262.00
FT. LAUDERDALE FIRESTATION # 88-APARATUS ROOF ONLY	ReRoof	Secured	Fort Lauderdale	123956.98
FT. LAUDERDALE-301 BUILDING (2ND FLOOR)	ReRoof	Secured	Fort Lauderdale	131202.76
FT. LAUDERDALE-CARTER PARK GYMNASIUM	ReRoof	Secured	Fort Lauderdale	327874.13
FT. LAUDERDALE-CENTRAL MAINTENANCE SHOPS	ReRoof	Secured	Fort Lauderdale	390169.00
FT. LAUDERDALE-EAST & WEST GENERATOR BUILDINGS	ReRoof	Secured	Fort Lauderdale	95015.00
FT. LAUDERDALE-FIRESTATION #53 / EXECUTIVE AIRPORT	ReRoof	Secured	Fort Lauderdale	49779.00
FT. LAUDERDALE-FLOYD HULL CONCESSION STAND	ReRoof	Secured	Fort Lauderdale	20362.00
FT. LAUDERDALE-G.T. LOHMEYER WWTP (SLUDGE HOLDING TANK)	ReRoof	Secured	Fort Lauderdale	42130.13
FT. LAUDERDALE-INTERNATIONAL SWIMMING HALL OF FAME (DIVE TEAM OFFI	ReRoof	Secured	Fort Lauderdale	53492.00
FT. LAUDERDALE-POLICE STATION	ReRoof	Secured	Fort Lauderdale	330214.01
FT. LAUDERDALE-WAR MEMORIAL (REAR AREA ONLY)	ReRoof	Secured	Fort Lauderdale	86576.46
GAINESVILLE - IRONWOOD GOLF COURSE - CLUBHOUSE	ReRoof	Secured	Orlando	83894.40
GAINESVILLE - T.B. MCPHERSON RECREATION COMPLEX PAVILIONS	ReRoof	Secured	Orlando	17888.00
GAINESVILLE REGIONAL UTILITIES ADMINISTRATION BUILDING PATIO TERRACE	ReRoof	Secured	Orlando	26750.00
GAINESVILLE REGIONAL UTILITIES DEERHAVEN GENERATING STATION	ReRoof	Secured	Orlando	89027.00
GREATER BOCA RATON BEACH & PARK DISTRICT - SUGAR SAND PARK COMMU	ReRoof	Secured	Fort Lauderdale	1639586.00
GREENACRES - CITY HALL	ReRoof	Secured	West Palm Beach	106164.00
GREENACRES - CITY HALL (BALANCE OF ROOF SECTIONS)	ReRoof	Secured	Fort Lauderdale	54760.00
HOLLYWOOD - MAINTENANCE BLDG	ReRoof	Secured	Fort Lauderdale	109260.00
HOMESTEAD - 208 N KROME AVE (KROME MARKET PLACE) BLDG	ReRoof	Secured	Fort Lauderdale	516236.00
HOMESTEAD - WILLIAM F DICKINSON COMMUNITY CENTER	ReRoof	Secured	Fort Lauderdale	391326.09
HOMESTEAD- GORDON W. IVEY POWER PLANT (ROOF REPAIR)	ReRoof	Secured	Fort Lauderdale	86825.00
KISSIMMEE - CHAMBERS COMMUNITY CENTER	ReRoof	Secured	Orlando	121500.00
KISSIMMEE - CITY HALL SECTION 2	ReRoof	Secured	Orlando	
KISSIMMEE CIVIC CENTER EAST LOWER ROOF RE-ROOF	ReRoof	Secured	Orlando	79290.00
KISSIMMEE CIVIC CENTER UPPER ROOF	ReRoof	Secured	Orlando	159500.00
KISSIMMEE FIRE STATION 14 RE-ROOF	ReRoof	Secured	Orlando	86700.00
LAKE WORTH-1000 LAKE AVENUE BLDG	ReRoof	Secured	Fort Lauderdale	221917.00
LAKE WORTH-CITY HALL	ReRoof	Secured	Fort Lauderdale	62849.00
LAKELAND - LAKELAND ELECTRIC	ReRoof	Secured	Tampa	494486.00
LAKELAND HOUSING AUTHORITY - RENAISSANCE AT WASHINGTON RIDGE - EM	ReRoof	Secured	Tampa	92758.07
LAKELAND HOUSING AUTHORITY - RENAISSANCE AT WASHINGTON RIDGE - H I	ReRoof	Secured	Tampa	1416424.72
LAKELAND HOUSING AUTHORITY - RENAISSANCE AT WASHINGTON RIDGE - TY	ReRoof	Secured	Tampa	431867.00
LAKELAND HOUSING AUTHORITY - RENAISSANCE SENIOR APT - ENTRANCE CA	ReRoof	Secured	Tampa	39679.93
LAKELAND-LINDER INTERNATIONAL AIRPORT	ReRoof	Secured	Tampa	789924.00
LAUDERDALE LAKES - REROOF VINCENT TORRES MEMORIAL PROJECT - RB2	ReRoof	Secured	Fort Lauderdale	218500.00
LEESBURG - METAL ROOF REHAB AND RECOATING	ReRoof	Secured	Orlando	95240.00
LIGHTHOUSE POINT CITY HALL COMPLEX RB1	ReRoof	Secured	Fort Lauderdale	250000.00
LIGHTHOUSE POINT-DIXON AHALL & PARKING GARAGE	ReRoof	Secured	Fort Lauderdale	57772.00
MARCO ISLAND - CITY HALL	ReRoof	Secured	Fort Myers	165510.00
MARGATE - CRA PLAZA - 1041 N. STATE ROAD 7 BLDG B ONLY - RB2	ReRoof	Secured	Fort Lauderdale	157924.00
MARGATE - NORTHWEST FOCAL POINT SR CENTER - UPPER ROOF ONLY	ReRoof	Secured	Fort Lauderdale	49803.00
MARGATE-WWTP RE-ROOFING & BUILDING ENVELOPE REPAIRS	ReRoof	Secured	Fort Lauderdale	386115.00
MIAMI BEACH - 1755 MERIDIAN AVE BLDG-RB1	ReRoof	Secured	Fort Lauderdale	488427.50

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Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

ADVANCED ROOFING, INC
CITY PROJECTS

MIAMI BEACH - ANCHOR GARAGE & NORTH SHORE PARK	ReRoof	Secured	Fort Lauderdale	32433.00
MIAMI BEACH - BASS MUSEUM - PARTIAL REPLACEMENT	ReRoof	Secured	Fort Lauderdale	151232.00
MIAMI BEACH - BASS MUSEUM - PHASE II	ReRoof	Secured	Fort Lauderdale	299182.00
MIAMI BEACH - BASS MUSEUM - ROOF 'B' ONLY	ReRoof	Secured	Fort Lauderdale	93282.00
MIAMI BEACH - CORAL APARTMENTS	ReRoof	Secured	Fort Lauderdale	91464.00
MIAMI BEACH - NORTH SHORE YOUTH CENTER	ReRoof	Secured	Fort Lauderdale	354273.37
MIAMI BEACH - POLICE STATION - RB2	ReRoof	Secured	Fort Lauderdale	125846.00
MIAMI BEACH - SCOTT RAKOW YOUTH CENTER	ReRoof	Secured	Fort Lauderdale	345948.54
MIAMI BEACH BOARDWALK PAVILIONS (14 TOTAL) RB1	ReRoof	Secured	Fort Lauderdale	151697.00
MIAMI BEACH PUBLIC WORKS - PUMP STATION 23 ROOF REPLACEMENT	ReRoof	Secured	Miami	39580.00
MIAMI BEACH-GOLF COURSE FLAT ROOFS & BARRELED ROOFS REPAIRS	ReRoof	Secured	Fort Lauderdale	239003.67
MILTON - CLEARWATER - BAYCARE FIELD	ReRoof	Secured	Tampa	14388.09
MILTON - PINEALLAS COUNTY - COURTHOUSE	ReRoof	Secured	Tampa	12237.12
MILTON - PINELLAS COUNTY - STAR CENTER	ReRoof	Secured	Tampa	5489.71
MIRAMAR - TRANSPORTATION HUB	ReRoof	Secured	Fort Lauderdale	35803.00
MIRAMAR WASTE WATER TREATEMENT PLANT BLDG 2 B AND BLDG 4 I	ReRoof	Secured	Fort Lauderdale	262875.19
MIRAMAR WASTEWATER TREATMENT PLANT BLDGS 1 6 11 12 13 AND 10	ReRoof	Secured	Fort Lauderdale	454316.00
OKEECHOBEE JAIL EXPANSION & RENOVATION PHASE 2	New Construction	Secured	Fort Lauderdale	67743.00
OKEECHOBEE JAIL RENOVATIONS - UNIT D CAFETERIA ADDITION	New Construction	Secured	Fort Lauderdale	187960.00
OPA LOCKA-OLD CITY HALL - RB1 - TOWER ROOF ONLY	ReRoof	Secured	Fort Lauderdale	50576.00
ORLANDO - DOVER SHORES COMMUNITY CENTER	ReRoof	Secured	Orlando	
ORLANDO TECH CENTER REROOF PROJECT	ReRoof	Secured	Orlando	305009.00
ORLANDO TECH CENTER ROOF REPLACEMENT	ReRoof	Secured	Orlando	285552.50
PALM BEACH GARDENS-BURNS ROAD COMMUNITY CENTER	ReRoof	Secured	Fort Lauderdale	199504.00
PALM COAST- WTF 1 HIGH SERVICE PUMP BUILDING RB1	ReRoof	Secured	Orlando	80657.00
PARKLAND - CITY HALL	ReRoof	Secured	Fort Lauderdale	586338.00
PINELLAS PUBLIC LIBRARY COOPERATIVE	ReRoof	Secured	Tampa	98080.00
PLANT CITY BRUTON MEMORIAL LIBRARY	ReRoof	Secured	Tampa	114360.00
POMPANO BEACH - AIR PARK CONTROL TOWER	ReRoof	Secured	Fort Lauderdale	41618.00
POMPANO BEACH - PUBLIC SAFETY COMPLEX	ReRoof	Secured	Fort Lauderdale	479463.00
POMPANO BEACH TRI-RAIL STATION - ROOFING & SOLAR	ReRoof	Secured	Fort Lauderdale	1815540.00
SARASOTA COUNTY-TWIN LAKE PARK BLDG C BID 2209-004	ReRoof	Secured	Tampa	445543.50
SOUTH MIAMI - COMMUNITY CENTER-COATING	ReRoof	Secured	Fort Lauderdale	104867.00
ST. CLOUD - CITY HALL RB1	ReRoof	Secured	Orlando	524009.00
ST. CLOUD - CIVIC CENTER BUILDINGS A & B RB1	ReRoof	Secured	Orlando	578220.00
ST. CLOUD - TECO BUILDING	ReRoof	Secured	Orlando	277803.00
STUART - PUBLIC WORKS COMPLEX - BIG SHED	ReRoof	Secured	Fort Lauderdale	126160.00
SUNRISE - CIVIC CENTER	ReRoof	Secured	Fort Lauderdale	222819.00
SUNRISE - GAS ADMINISTRATION BLDG	ReRoof	Secured	Fort Lauderdale	300802.00
SUNRISE - NOB HILL SOCCER CLUB	ReRoof	Secured	Fort Lauderdale	264341.00
SUNRISE - OLD BLOWER BLDG - METAL ROOF - RB1	ReRoof	Secured	Fort Lauderdale	33680.00
SUNRISE - SAWGRASS WWTP - BLDG 14, EAST HSP BLDG & WTR CHEMICAL BLI	ReRoof	Secured	Fort Lauderdale	105269.00
SUNRISE PUBLIC SAFETY COMPLEX	ReRoof	Secured	Fort Lauderdale	48523.00
SUNRISE UTILITIES WATER TREATMENT PLANT-ELECTRICAL BLDG-MOD BIT-RB:	ReRoof	Secured	Fort Lauderdale	92523.00
SUNRISE WATER TREATMENT FACILITY - D-WATERING BLDG	ReRoof	Secured	Fort Lauderdale	31673.00
SUNRISE-UTILITIES ADMINISTRATION BUILDING	ReRoof	Secured	Fort Lauderdale	304322.37
SUNSHINE PLAZA FIRE DAMAGE	ReRoof	Secured	Fort Lauderdale	49825.00

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

ADVANCED ROOFING, INC
CITY PROJECTS

Town of Palm Beach- Town Hall	ReRoof	Secured	Fort Lauderdale	19293.00
Town of Palm Beach-Nursery Maintenance Bldg.	ReRoof	Secured	Fort Lauderdale	10300.00
Town of Palm Beach-South Fire Station	ReRoof	Secured	Fort Lauderdale	7500.00
WEST PALM BEACH - GBT BLDG - WWTP	ReRoof	Secured	Fort Lauderdale	117523.00
WEST PALM BEACH - POLICE DEPT - ROOF AREA R-4 LOBBY/AUDITORIUM - RB1	ReRoof	Secured	Fort Lauderdale	0.00
WEST PALM BEACH - POLICE DEPT & PARKING GARAGE - VARIOUS ROOFS	ReRoof	Secured	Fort Lauderdale	39719.00
WEST PALM BEACH- CL2 BLDG.	ReRoof	Secured	Fort Lauderdale	36446.62
WEST PALM BEACH- CONTROL BLDG HAVERHILL WWTP	ReRoof	Secured	Fort Lauderdale	115110.14
WEST PALM BEACH POLICE DEPARTMENT - PARKING GARAGE STAIRWELL ROO	ReRoof	Secured	Fort Lauderdale	39719.00
WEST PALM BEACH -POWER STATIONS	ReRoof	Secured	Fort Lauderdale	50321.67
WEST PALM BEACH SEPTAGE STATION HAVERHILL WWTP	ReRoof	Secured	Fort Lauderdale	5889.03
WEST PALM BEACH-FIRE RESCUE STATION #5	ReRoof	Secured	Fort Lauderdale	119825.00
WEST PALM BEACH-MAINTENANCE BLDG HAVERHILL WWTP	ReRoof	Secured	Fort Lauderdale	96247.38
WEST PALM BEACH-PLEASANT CITY MULTI-CULTURAL CENTER - RB1	ReRoof	Secured	Fort Lauderdale	46825.00
WEST PALM BEACH-TRAIN STATION	ReRoof	Secured	Fort Lauderdale	410686.00
WEST PARK / PEMBROKE PARK FIRE STATION	New Construction	Secured	Fort Lauderdale	173455.00
WINTER PARK POLICE TRAINING FACILITY	ReRoof	Secured	Orlando	80769.00

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Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

REFERENCES:

Bank(s) Maintaining Account(s): Synovus Bank

Surety/Underwriter: (if required) American Global

Other References: (Use additional sheets if necessary)

See attached.

TYPE OF FIRM:

☑ Corporation/Years in Business: 43. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____ Sole Proprietorship/Years in Business:

☐ _____ Other: Please list: _____ _____

☐

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the proposals of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of proposals without prejudice.

200 Northstar Ct. Sanford, FL 32771

Company Address City, State Zip code

Authorized Signature

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

EXPERIENCE MATTERS.

ADVANCED ROOFING inc

CCC-C024413 ESTABLISHED 1983

BANK/TRADE REFERENCES

1. **Company Name:** Synovus Bank
   Contact Person: Nicolas Rincon
   Phone: (954) 984-3312
   Company Address: 201 E. Las Olas Blvd., Fort Lauderdale, FL 33301

2. **Company Name:** ABC Supply Co., Inc.
   Contact Person: Julie Covington, CFSD
   Phone: (813) 671-6844
   Company Address: 6944 N US Highway 41 Apollo Beach, FL 33572

3. **Company Name:** Gulfeagle Supply
   Contact Person: Chris Southby, CM
   Phone: (813) 636-9040
   Company Address: 501 N. Reo Street, Tampa, FL 33609

4. **Company Name:** RSG/JGA – Beacon Roofing Supply, Inc.
   Contact Person: Phillip Werner, CM
   Phone: (813) 557-6018
   Company Address: P.O. Box 741856, Atlanta, GA 30374

5. **Company Name:** Soprema, Inc.
   Contact Person: Amber Branan, CM Account
   Phone: (330) 334-0066
   Company Address: P.O. Box 75755, Cleveland, OH 44101

6. **Company Name:** Seaman Corporation
   Contact Person: Rachel Ashley, Credit Analyst
   Phone: (800) 927-8578
   Company Address: 1000 Venture Blvd., Wooster, OH 44691

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFP NO. 25-WA-01 "Water Treatment Facility Re-Roof"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP #25-WA-01.**

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Agreement Form.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 14 day of March, 2025 in the City of Sanford, in the State of Florida.

Advanced Roofing Inc. 200 Northstar Ct.

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

Company

Authorized Signature

Address

Sanford, FL 32771

City, State, Zip Code

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage $1,000,000 single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	$ 500,000 Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood
Ave. Holly Hill,
Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFP** Number and **Water Treatment Facility Re-Roof**

==========

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

Advanced Roofing, Inc.
Company

Authorized Signature

Jason Carruth, Vice President
Printed Name & Title

jasonc@advancedroofing.com
Email

Acrisure, LLC
Insurance Agency

Signature of Proposer's Agent

200 Northstar Court
Address

Sanford, FL 32771
City, State, Zip Code

407-322-1555
Telephone No.

407-322-0010
Fax No.

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug- free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☒ **Yes**
☐ **No**

Advanced Roofing Inc.
Company

200 Northstar Ct.
Address

Authorized Signature

City, State, Zip Code
Sanford, FL 32771

Printed Name & Title
Jason Carruth, Vice President

Telephone No.
407-322-1555

Email Jasonc@advancedroofing.com

Fax No. 407-322-0010

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

Corporate Treasurer: Kevin Kornahrens
(Print Name)

CORPORATE SEAL

Attest By: Robert Kornahrens **Secretary**

Signature: _____ **Date:** 3/14/2025

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Seminole

Jason Carruth, being first duly sworn, deposes and says that:

He/she is Vice President of Advanced Roofing Inc., Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Advanced Roofing Inc.	200 Northstar Ct.
Company	Address
	Sanford, FL 32771
Authorized Signature	City, State, Zip Code
Jason Carruth, Vice President	407-322-1555
Printed Name & Title	Telephone No.
jasonc@advancedroofing.com	407-322-0010
Email	Fax No.

Subscribed and sworn to before me this 14 day of March, 2024.

Notary Public State of Florida
Katlynn Kellum
My Commission HH 449688
Expires 10/8/2027

Katlynn Kellum

Title Vice President

My Commission Expires: 10/08/2027

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

ACKNOWLEDGEMENTS

RFP # 25-WA-01 Water Treatment Facility Re-Roof

To: City of Holly Hill
1065 Ridgewood
Ave Holly Hill, FL
32117

From : Insert Information
"Contractor"

The Contractor agrees to provide the Water Treatment Facility Re-Roof as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the Water Treatment Facility Re-Roof called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed one hundred eighty (180) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Contractor shall guarantee the Water Treatment Facility Re-Roof within ninety (90) **calendar days from receipt of Notice to Proceed.**

Dated this 14 **day of** March **(Month)**, 2025 **(Year)**

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _____ / Jason Carruth
(Signature) (Print name)

Address: 200 Northstar Ct. Sanford, FL 32771

Telephone: (407) 322-1555 Fax: (407) 322-0010

Taxpayer Identification Number (TIN): 59-2360591

CORPORATION

By: _____ / Jason Carruth
(Signature) (Print name)

Address: 1950 NW 22nd Street. Ft. Lauderdale, FL 33311

Telephone: (407) 322-1555 Fax: (407) 322-0010

Taxpayer Identification Number (TIN/EIN): 59-2360591

State Under Which Corporation Was Chartered:
Florida

Corporate President: Robert Kornahrens
(Print Name)

Corporate Secretary: Robert Kornahrens
(Print Name)

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or thirty (30) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specific City which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

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

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

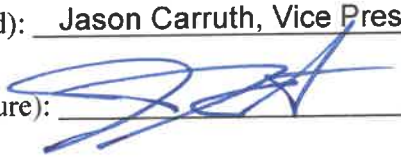
A provision that requires the contractor to comply with public records laws, specifically to:
1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

Company Name: Advanced Roofing Inc.

Authorized representative (printed): Jason Carruth, Vice President

Authorized representative (signature): 

Project Number: RFP 25-WA-01 Date: 3/14/2025

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: Seminole County Fire & EMS Training Center Re-Roof
   Address: 201 Valentine Way. Longwood, FL 32750 Point of
   Contact: Aaron Redman
   Phone #: 407-665-5525 Email address: aredman@seminolecountyfl.gov Service(s)
   Provided: Re-Roof 449sq TPO.

   Dates of Service: 04/2024 - 10/2024

2. Name of Company: Valencia College West Campus Bld 2 Roof Replacement
   Address: 1800 S. Kirkman Rd. Orlando, FL 32811 Point of
   Contact: Cesar Colon
   Phone #: 407-582-1701 Email address: ccolon70@valenciacollege.edu Service(s)
   Provided: Re-Roof 226sq Tremco 3-Ply.

   Dates of Service: 05/2024 - 08/2024

3. Name of Company: St. Johns Town Center Bld L & V Front Lower Roof
   Address: 4663 River City Dr. Jacksonville, FL 32246 Point of
   Contact: Dan Frutiger
   Phone #: 904-998-7507 Email address: dfrutiger@simon.com Service(s)
   Provided: Re-Roof 241sq TPO.

   Dates of Service: 06/2024 - 08/2024

4. Name of Company: Oceanaire Condominium
   Address: 3390 Ocean Shore Blvd. Ormond Beach, FL 32176 Point of
   Contact: Phil Dearth
   Phone #: 386-627-4941 Email address: unclephill@hotmail.com Service(s)
   Provided: Re-Roof 43sq TPO.

   Dates of Service: 02/2024 - 03/2024

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by Jason Carruth, Vice President (Print Individual's Name and Title)

for Advanced Roofing Inc.
(Print Name of Entity Submitting Sworn Statement)

whose business is Roofing

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2360591

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 14 day of March, ~~2019.~~ 2025

Personally known X

OR produced identification _____

_____
(Type of Identification)

_____
(Notary)

Notary Public State of Florida

My commission expires: 10/08/2027

Notary Public State of Florida
Katlynn Kellum
My Commission HH 449688
Expires 10/8/2027

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

VENDOR INFORMATION

Vendor is:
(X) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other_____(Explain)

Federal Employer Identification Number: 59-2360591

Firm Name: Advanced Roofing Inc.

Mailing Address: 200 Northstar Ct. Sanford, FL 32771

Telephone No.: 407-322-1555 Fax No.: 407-322-0010

Email Address: jasonc@advancedroofing.com Web Address: www.advancedroofing.com

If remittance address is different from the mailing address so indicate below.

Firm Name: Advanced Roofing Inc.

Remittance Address: 1950 NW 22nd St. Ft. Lauderdale, FL 33311

Submitted by: Jason Carruth

Name & Title Printed: Jason Carruth, Vice President

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

Affidavit of E-Verify Requirements Compliance

RFP 25-WA-01 Water Treatment Facility Re-Roof

The Contractor agrees to comply with Section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.095, Florida Statutes.

1. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement 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 subconsultant/subcontractor during the Agreement term.

2. That the Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Contractor further understands and agrees that in the event of such termination, the Contractor shall be liable to the City for any costs incurred by the City as a result of the Contractor's breach

Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Advanced Roofing Inc. 200 Northstar Ct. Sanford, FL 32771

Contractor Name and Address

Signature

Jason Carruth, Vice President

Name and Title

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Advanced Roofing Inc

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1950 NW 22 Street

Requester's name and address (optional)

6 City, state, and ZIP code

Fort Lauderdale, FL 33311

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	2	3	6	0	5	9	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Date 1-3-25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

EXPERIENCE MATTERS.

ADVANCED ROOFING inc

CC-C024413 ESTABLISHED 1983

Tab VII
Price Proposal Form

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

www.advancedroofing.com
Central Florida Office
866 365.6071 TEL 407.322.1555 FAX 407.322.0010
200 Northstar Court | Sanford | Florida 32771

PROPOSAL PRICING FORM
RFP 25-WA-01
Water Treatment Facility Re-Roof

RFP Date: 3/18/2025

TO: The City of Holly Hill, Florida

FROM: Advanced Roofing Inc.

Submitter is solely responsible for developing / determining / verifying for this contract work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all sub-contractor work, all taxes, all insurance, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Fee Proposal.**

Respondent must provide a fee proposal. All entries in the proposal must be made clearly in ink. Prices on the ***Proposal Form*** must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

In accordance with the RFP to provide the completed work for Water Treatment Facility Re-Roof for the City of Holly Hill, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Pricing Form** for the **Water Treatment Facility Re-Roof** as follows:

Total Base Bid: $140,680.00

Total Base Bid in Writing: One hundred forty thousand six hundred eighty dollars

Alt Bid Reinstallation of Lighting Protection System: $14,350.00 add to base bid

The City reserves the sole prerogative whether or not to order / contract for any and all work listed in this proposal, and when the work is to be done, all in the best interests of the City. The respondent agrees that this proposal shall be good and may not be withdrawn for a period of 180 days after the opening of proposals.

Authorized Signature

Jason Carruth, Vice President
Printed Name & Title

Advanced Roofing Inc.
Company

3/14/2025
Date

200 Northstar Ct.
Address

Sanford, FL 32771
City, State, Zip Code

407-322-1555
Telephone No.

jasonc@advancedroofing.com
Email Address.

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

EXPERIENCE MATTERS.

ADVANCED ROOFING inc

CC-C024413 ESTABLISHED 1983

March 18, 2025

City of Holly Hill

Re: Holly Hill Water Treatment Facility Roof Replacement

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, materials, tools, equipment and proper insurance with excess liability up to twelve (12) million dollars. Our scope of work includes a Johns Manville modified bitumen roof system, or equal, based on the provided bid documents (Scope, Q&A, RFP, and 1969 roof drawing). Pricing is as follows:

Base Bid: $140,680.00
Alternate #1: $14,350 Add to base Bid

Scope of Work (3 Roof Areas – 3,400 SF total)

1. Vacuum gravel, tearoff and dispose of the existing roofing and lightweight concrete down to the existing structural concrete deck at the flat roof areas.
2. **Roof System proposed:** Adhere (1) bae layer of 1.5" ISO 20 PSI over the entire roof area. Adhere 1/8" per foot tapered insulation with ½" starting thickness at entire roof area with 1/4" per foot tapered crickets 20 PSI as required between drains in low rise foam adhesive. Adhere ½" Duraboard Cover Board over the entire roof area in low rise foam adhesive. Heat weld Johns Manville DynaBase HW base ply and DynaWeld Cap FR Cap Ply, or equal, modified bitumen roof system per bidding documents, manufacturer specifications, local building code and FL2948-R19 Pg. 28 System C-20. Roof system to achieve a minimum continuous R value of R12.7. All detail work including wall flashings, expansion joints, vent pipes and other miscellaneous roof projections to be done in accordance with manufacturer standard details.
3. Remove existing lightning protection on flat roofs and dispose.
4. Furnish and install a base wall flashing where the low roofs meet walls.
5. Shop fabricate and install 040 Prefinished aluminum standard color Surface Mounted Counter Flashing at the base wall flashing, expansion joint, and abandoned curb locations.
6. Shop fabricate and install 040 Prefinished aluminum standard color drip edge at entire perimeter of roofs.
7. Shop fabricate and install 040 Prefinished aluminum standard color ledge metal at entire perimeter of roofs.
8. Flash existing VTRs with lead flashing and extend height with Tubos.
9. Flash existing flue with liquid flashing per manufacturer's details.
10. Furnish and install new curb extensions at 3 low exhaust fans.

Clarifications and Inclusions

1. Proposal includes normal day working hours. Night and after-hours work will include additional charges.
2. Equipment loading for roof work is included in bid.
3. Proposal includes all required material sales tax.
4. Price is contingent upon roof completely ready for install with no hold up from other contractors.
5. Proposal is based upon manufacturer's standard color for kynar finish metals. If premium or metallic colors are desired, additional costs will apply.
6. A fifteen (15) NDL Warranty from Johns Manville (or equal) is included.
7. A two-year (2) contractor's warranty is included in this proposal.
8. Please note that during the roofing project, there may be odors, gasses and/or smoke as a result of the roofing process.
9. Tapered insulation thickness and slope slope must match existing in order to achieve adequate flashing heights which are already low.
10. Standard color granulated cap is included. If bright white is required, additional cost will apply.
11. Base bid does not include new lightning protection (see alternate add).
12. Our site visit showed significantly less square footage than the quantity shown in the bid scope. Our proposal is based on 3,400 SF.

Exclusions

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

1. Any permit fees or engineering as the bid documents indicate the Water department will pay for the cost of the permit.
2. Any prevailing wages, certified payroll or Davis Bacon Determination Wage Rates.
3. Any Textura fees as bidding documents do not indicate that Textura is being utilized.
4. Any mechanical, plumbing, electrical, structural, metal decking or tilt wall panel work.
5. Any rough carpentry work or wood blocking.
6. Any fixed roof access ladders or metal stair work.
7. Proposal does not include any work on the interior side of the building.
8. Any work at metal roofs.
9. Any walkpads.
10. Any removal of abanandoned curbs, deck patching, or curb caps.
11. Any metal gauge thicker than 040. If a thicker gauge is desired or required, additional costs will apply.
12. Any premanufactured metals. All metals will be shop fabricated.
13. Any roofing or roof flashing work not identified on the drawings.
14. Tapered insulation with a slope greater than 1/8" per foot.
15. Any new mechanical equipment or turbines.
16. A 100% Performance & Payment Bond as this project is less than $300,000. One may be provided at an additional 1.5% of the total bid amount.
17. Anything other than what is stated above in the base bid scope of work.
18. Possible minor debris can enter the building from the roofing process. Advanced Roofing recommends the owner relocate inventoried items or protect them utilizing 6 mil polyethylene or equal. Cost for this work is not included in this proposal.
19. Proposal does not include any repair of damage by others.

Staging Plan:

1. Proposal is contingent upon the owner providing sufficient space in the parking spaces to the East of the building, and the grass areas to the North and West for staging of equipment, dumpster and material handling for the duration of the roofing project.

Alternate

1. Install new Lighting protection system to replace the existing. Includes pads as required under attachment clips: **$14,350 Add to base Bid**

Unit Prices

1. Install Walkway Pads per the owner's desired location: $30.00 per LF

Due to long lead time for material deliveries and extreme volatility in material prices, Contractor cannot guarantee the price of materials necessary for the completion of the Work. If, subsequent to the execution of this Agreement, there are any unavoidable casualties, material shortages, manufacturer or supplier mandated upcharges on materials, or any other events beyond Contractor's control that cause an increase in the price of the materials used in the performance of the Work, which include but is not limited to, tar, asphalt, asphalt-related products, steel, metal, plywood, insulation, flashings, membranes, tiles, sealants, or fasteners, the Contract Sum shall be equitably adjusted to account for those unforeseen costs. In an effort to mitigate future price escalations, Contractor shall require, and Owner/Customer agrees to pay, a deposit of twenty-five percent (25%) of the Contract Sum within ten (10) days of execution of this Agreement.

Thank you for the opportunity to bid on this work. Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,
Miranda O'Bryan
Miranda O'Bryan
Roofing Estimator

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Advanced Roofing, Inc.

1950 NW 22nd Street
Fort Lauderdale, FL 33311

SURETY:
(Name, legal status and principal place of business)
Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441-6533

OWNER:
(Name, legal status and address)
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

BOND AMOUNT: Five Percent Of The Total Amount Bid (5%)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:
(Name, location or address, and Project number, if any)
Bid# 25-WA-01, Water Treatment Facility Re-Roof, 453 LPGA Blvd. Holly Hill, FL 32117

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of March 2025

Dawn Emery
(Witness)

Advanced Roofing, Inc
(Contractor as Principal) *(Seal)*

(Title) Jason Carruth, VP

Ursula Jakubiak
(Witness) Ursula Jakubiak

Atlantic Specialty Insurance Company
(Surety) *(Seal)*

Marisol Mojica
(Title) Marisol Mojica, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Andrea E. Gorbert, Andreah Moran, Jaclyn Maffey, Kevin T. Walsh, Jr., Krystal L. Stravato, Marisol Mojica, Mariya Leonidov, Ryan Gray**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 18th day of March, 2025.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

ADVANCED ROOFING, INC.

WATERTIGHT ROOF SYSTEM WARRANTY

ARI JOB NO.:

BUILDING NAME:

BUILDING ADDRESS:

OWNER'S NAME:

OWNERS' ADDRESS:

COMPLETION DATE: RFG SYS: AREA:

INSULATION:

ADVANCED ROOFING, INC., ("**ADVANCED**") warrants to the Owner, that for the period of 2 years ("Warranty Term") commencing on the Completion Date reflected above, and for all covered claims causing leaks due to workmanship deficiencies, ADVANCED will effectuate all repairs necessary to the above referenced Roof System in order to return the Roof System to a watertight condition. The Owner accepts this Watertight Roof System Warranty ("Warranty") in lieu of any and all other warranties from ADVANCED, whether implied, or based on contract or statute, and this Warranty shall supersede and take precedence over any other warranty terms. ADVANCED's total liability under this Warranty shall not exceed the lesser of: (a) the cost to return the Roof System to a watertight condition, or (b) the amount paid by Owner for the installation of the Roof System.

COVERAGE:
During the Warranty Term, ADVANCED will take appropriate action to repair covered warranty claims subject to the limitations and conditions stated herein. The terms of this Warranty extend solely to the Owner, and shall not apply to any unnamed third party beneficiaries. Full payment to ADVANCED of all sums due and owing for the installation of the Roof System and any associated work is an express condition precedent to any obligation of ADVANCED under this Warranty. If the Roof System is covered under a Manufacturer's Warranty/Guarantee, then ADVANCED's liability under this Warranty is secondary to the Manufacturer's liability under its Warranty/Guarantee. This Warranty shall only accrue to and be for the benefit of the original Owner named herein, and is NOT assignable or transferable without prior written approval and inspection by ADVANCED.

OWNER RESPONSIBILITIES:
The Owner shall, at the Owner's expense, initiate an ongoing maintenance program, to include annual inspections of the Roof System and the proper maintenance of pitch pans, roof drains, sealing of sheet metal and other miscellaneous items necessary to maintain the serviceability of the Roof System, and as required by the Manufacturer of the Roof System. The Owner shall also be responsible to inspect and keep all walls, projections, equipment, and fixtures watertight, and not to permit penetrations or other work on the roof, all which could let water into the Roof System if not properly attended to.

IN THE EVENT OF A LEAK:
In the event a leak occurs through the Roof System, the Owner shall notify the corporate office of ADVANCED (listed below) in writing within twenty-four hours. This Warranty shall not cover damage due to delays in reporting leaks to ADVANCED. In response to this notification, ADVANCED will arrange for the inspection of the Roof System and, if the leak(s) are covered by this Warranty, will make the repairs necessary to return the Roof System to a watertight condition; or, if the leak(s) are not covered by this Warranty, will advise the Owner of the type and extent of repairs required to be made at the Owner's expense. The Owner's failure to make the recommended repairs within a reasonable time and in a workmanlike manner will void any further obligation under this Warranty. Owner shall be responsible for payment of a service fee associated with any leak or warranty claim investigated by ADVANCED that is determined not to be associated with the Roof System. Failure to pay the service fee shall void this Warranty. Failure to provide written notice to ADVANCED of a leak in the Roof System within fifteen (15) days of the start of the leak shall void this Warranty.

LIMITATIONS:
THIS WARRANTY IS NOT A MAINTENANCE AGREEMENT OR AN INSURANCE POLICY. This Warranty shall not apply to and expressly excludes damages resulting from (a) natural disasters including, but not limited to: earth movement, lightning, windstorm, hailstorm, hurricanes, tornadoes, high wind and gales, (b) misuse, neglect, abuse, materials supplied or installed by others, exposure to damaging substances such as oil, solvents, etc. or unauthorized alterations of the Roof System or the buildings usage, (c) failure of its substrate or components of the buildings structure not installed by ADVANCED, (d) improper drainage, (e) lack of recommended maintenance, (f) any claim related in any way to damage or injuries from mold, spores, fungus, animal or vegetable intrusion, any organic pathogen or exposure to toxic substances or vapors, (g) damage resulting from water entry from any portion of the building structure not a part of the Roof System , (h) repairs or damages necessary due to deficiencies in the plans or specifications provided to ADVANCED by the Owner or on its behalf or due to the failure of products selected by Owner or someone on its behalf other than ADVANCED to perform as intended, or (i) water entry not related to deficiencies of workmanship of ADVANCED.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ADVANCED DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADVANCED SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE STRUCTURE (UPON WHICH THE ROOF SYSTEM IS AFFIXED) OR ITS CONTENTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE, PERSONAL INJURY OR CLAIMS OF THIRD PARTIES, WHETHER BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS WARRANTY. INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE REMEDIES PROVIDED FOR HEREIN FAIL OF THEIR PURPOSE.

NO ONE IS AUTHORIZED TO CHANGE, ALTER, OR MODIFY THE PROVISIONS OF THIS WARRANTY OTHER THAN A CORPORATE OFFICER OF ADVANCED.

IN WITNESS WHEREOF, ADVANCED has caused this Warranty to be duly executed and issues to cover the Roof System described above.

ADVANCED ROOFING, INC.
1950 NW 22nd St.
Ft. Lauderdale, FL 33311

Robert P. Kornahrens, President

Rev. 1/4/23

SAMPLE

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

Johns Manville

Peak Advantage Guarantee

PEAK ADVANTAGE Johns Manville

Building Owner:
Name - SAMPLE
Address - SAMPLE
City, State Zip - SAMPLE

Building Name:
Name - SAMPLE
Address - SAMPLE
City, State Zip - SAMPLE

Approved Roofing Contractor:
Name - SAMPLE
Address - SAMPLE
City, State Zip - SAMPLE

Guarantee Number: *Sample – not issued*
Expiration Date: *Sample – not issued*
Job Name: *Sample – not issued*

Date of Completion: *Sample – not issued*

Terms & Maximum Monetary Obligation to Maintain a Watertight Roofing System.

Years: XX Year

$ No Dollar Limit

Coverage:
The components of the Roofing System covered by this Guarantee are:
Total Squares: XXX

Sec.	Sqs.	Roof Type	Membrane Spec.	Insulation Type Layer 1	Layer 2	Layer 3	Cover Board
1	XXX						

Accessories:

Type	Product Name	Quantity
Expand-O-Flash (1) Style:		lin. ft.
Expand-O-Flash (2) Style:		lin. ft.
Expand-O-Flash (3) Style:		lin. ft.
Fascia Style:		lin. ft.
Copings Style:		lin. ft.
Drains (1) Style:		ea.
Vents Style:		ea.

These Johns Manville Guaranteed components are referred to above as the "Roofing System" and ALL OTHER NON-JM COMPONENTS OF THE OWNER'S BUILDING ARE EXCLUDED FROM THE TERMS OF THIS GUARANTEE, including any amendments thereto.

Johns Manville* guarantees to the original Building Owner that during the Term commencing with the Date of Completion (as defined above), JM will pay for the materials and labor reasonably required in Johns Manville's sole and absolute discretion to repair the Roofing System to return it to a watertight condition if leaks occur due to: ordinary wear and tear, or deficiencies in any or all of the Johns Manville component materials of the Roofing System, or workmanship deficiencies only to the extent they arise solely out of the application of the Roofing System. Non-leaking blisters are specifically excluded from coverage. Should any investigation or inspection reveal the cause of a reported leak to be outside the scope of coverage under this Guarantee, then all such investigation and inspection costs shall be borne solely by the Building Owner.

All 5 pages must be present for guarantee number XXXXXXXXX to be valid

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

WHAT TO DO IF YOUR ROOF LEAKS
If you should have a roof leak please refer to the Maintenance Program page within this document.

LIMITATIONS AND EXCLUSIONS
This Guarantee is not a maintenance agreement or an insurance policy; therefore, routine inspections and maintenance are the Building Owner's sole responsibility (see Maintenanc Program page of this document). This Guarantee does not obligate JM to repair or replace the Roofing System, or any part of the Roofing System, for leaks or appearance issues resulting, whole or in part, from one or more of the following (a) natural disasters including but not limited to the direct or indirect effect of lightning, flood, hail storm, earthquake, tornados, hurricanes other extraordinary natural occurrences and/or wind speeds in excess of 55 miles per hour; (b) misuse, abuse, neglect or negligence; (c) Failure by the Building Owner to use reasonable ca in maintaining the roofing system, said maintenance which is recommended to include those items listed on the Maintenance Program page of this Guarantee; (d) installation or materi failures other than those involving the component materials expressly defined above as the Roofing System or exposure of the Roofing System components to damaging substances such a oil, fertilizers, or solvents or to damaging conditions such as vermin; (e) any and all (I) changes, alterations, repairs to the Roofing System, including, but not limited to, structures, penetration fixtures or utilities (including vegetative and solar overlays) based upon or through the Roofing System as well as any (II) changes to the Building's usage that are not pre-approved in writing b JM; (f) failure of the Building substrate (mechanical, structural, or otherwise and whether resulting from Building movement, design defects or other causes) or improper drainage; (g) defects or faulty/improper design, specification construction or engineering of the Building or any area over which the Roofing System is installed; (h) defects in or faulty/improper architectura engineering or design flaws of the Roofing System or Building, including, but not limited to, design issues arising out of improper climate or building code compliance; or (i) in instances of recover project, Johns Manville is not responsible for the performance of pre-existing materials that predated the recover. Instead, Johns Manville's sole responsibility in recover systems whe JM materials are adhered to existing materials is limited to the installed recover JM Roofing materials up to the wind speed listed herein. Guarantee coverage is limited to replacing recover J Roofing materials only (and not the pre-existing materials – which is the Owner's responsibility) as required to return the roofing system to a watertight condition due to a claim covered und the terms and conditions herein. Johns Manville is not responsible for leaks, injuries or damages resulting from any water entry from any portion of the Building structure not a part of th Roofing System, including, but not limited to, deterioration of the roofing substrate, walls, mortar joints, HVAC units and all other non-Johns Manville materials and metal component Moreover, the Building Owner is solely and absolutely responsible for any removal and/or replacement of any overburdens, including but not limited to pavers, solar additions, vegetativ assemblies, super-strata or overlays, in any form whatsoever, as reasonably necessary to expose the Roofing System for inspection, repair and/or replacement. Furthermore, the J Guarantee does not cover any leaks, changes in appearance, damage, or loss of performance in the roofing system resulting from the operation, presence or installation/removal of ar overburden. With reasonable advance notice, Building Owner must allow free access to Roofing System for repair and/or inspection during regular business hours. Failure to provide time access may result in Owner being held responsible for reasonable reimbursement of costs associated with delays or damages and may result in the Guarantee being rendered null and void.

This Guarantee becomes effective when (1) it is delivered to Owner; and (2) all bills for installation, materials, and services have been paid in full to the Approved Roofing contractor and to JM Until that time, this Guarantee is not in force, has no effect – and JM is under no obligation whatsoever to perform any services/work.

The Parties agree that any controversy or claims relating to this Guarantee shall be first submitted to mediation under the Construction Industry Arbitration and Mediation Rules of the America Arbitration Association (Regular Track Procedures) or to such other mediation arrangement as the parties mutually agree. No court or other tribunal shall have jurisdiction until the mediation completed. In any action or proceeding brought against the Building Owner to enforce this Guarantee or to collect costs due hereunder, Johns Manville shall be entitled to recover i reasonable costs, expenses and fees (including expert witness' fees) incurred in any such action or proceeding, including, without limitation, attorneys' fees and expenses, and the Buildin Owner shall pay it.

TO THE FULLEST EXTENT PERMITTED BY LAW, JM DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY O FITNESS FOR A PARTICULAR PURPOSE, AND LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY CONTAINED IN THI GUARANTEE.

THE EXCLUSIVE RESPONSIBILITY AND LIABILITY OF JM UNDER THIS GUARANTEE IS TO MAKE REPAIRS NECESSARY TO MAINTAIN THE ROOFING SYSTEM IN A WATERTIGH CONDITION IN ACCORDANCE WITH THE OBLIGATIONS OF JM UNDER THIS GUARANTEE. JM AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INCIDENTAL O CONSEQUENTIAL DAMAGES TO THE BUILDING STRUCTURE (UPON WHICH THE ROOFING SYSTEM IS AFFIXED) OR ITS CONTENTS AND OR OCCUPANTS, LOSS OF TIME O PROFITS OR ANY INCONVENIENCE, INJURY. JM SHALL NOT BE LIABLE FOR ANY CLAIM MADE AGAINST THE BUILDING OWNER BY ANY THIRD PARTY AND THE BUILDIN OWNER SHALL INDEMNIFY AND DEFEND JM AGAINST ANY CLAIM BROUGHT BY ANY THIRD PARTY AGAINST JM RELATING TO OR ARISING OUT OF THE ROOFING SYSTEM O JM'S OBLIGATIONS UNDER THIS GUARANTEE. JM AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH O WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS GUARANTEE. THIS GUARANTEE DOES NO COVER, AND EXPLICITLY EXCLUDES, ANY AND ALL INJURIES, CLAIMS AND/OR DAMAGES RESULTING, IN WHOLE OR IN PART, FROM ANY WATER ENTRY FROM ANY PORTIO OF THE BUILDING STRUCTURE INCLUDING, BUT NOT LIMITED TO, THE ROOFING SYSTEM.

No one is authorized to change, alter, or modify the provision of this Guarantee other than the Regional Service Manager, or authorized delegate. JM's delay or failure in enforcing the term and conditions contained in this Guarantee shall not operate as a waiver of such terms and conditions. This Guarantee is solely for the benefit of the Building Owner identified above an Building Owner's rights hereunder are not assignable. Upon sale or other transfer of the Building, Building Owner may request transfer of this Guarantee to the new owner, and JM may transfe this Guarantee, in its sole and absolute discretion only after receiving satisfactory information and payment of a transfer fee, which must be paid no later than 30 days after the date of Buildin ownership transfer.

In the event JM pays for repairs which are required due to the acts or omissions of others, JM shall be subrogated to all rights of recovery of the Building Owner to the extent of the amount the repairs.

Because JM does not practice Engineering or Architecture, neither the issuance of this Guarantee nor any review of the Building's construction or inspection of roof plans (or the Building's ro deck) by JM representatives shall constitute any warranty by JM of such plans, specifications, and construction or in any way constitute an extension of the terms and conditions of th Guarantee. Any roof inspections are solely for the benefit of JM.

JM does not supervise nor is it responsible for a roofing contractor's work except to the extent stated herein, and roofing contractors are not agents of JM.

*JOHNS MANVILLE ("JM") is a Delaware corporation.

All 5 pages must be present for guarantee number XXXXXXXXX to be valid

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

By: Joseph Smith
Title: President Roofing Systems

SAMPLE

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

Addendum(s)

SAMPLE

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

Maintenance Program

The following Maintenance Program is recommended and should be implemented and followed:

1. Building Owner must notify JM's Owner Services Group (see below) immediately upon discovery of the leak and in no event later than thirty (30) days after initial discovery of the leak, time being of the essence. Failure of the Building Owner to provide timely notice to JM Owner Services of any leak is a material ground for termination of the Guarantee.

2. In response to timely notice, JM will arrange to inspect the Roofing System, and
   (i) If, in JM's opinion, the leak(s) is/are the responsibility of JM under this Guarantee (see Limitations and Exclusions), then JM will take prompt appropriate action to return the Roofing system to a watertight condition, or
   (ii) If, in JM's opinion, the leak(s) is/are not the responsibility of JM under this Guarantee, then JM will advise the Building Owner within a reasonable time of the minimum repairs that JM believes are required to return the Roofing System to a watertight condition. If the Building Owner, at his expense, promptly and timely makes such repairs to the Roofing System (time being of the essence) then this Guarantee will remain in effect for the unexpired portion of its Term. Failure to make any of these repairs in a timely and reasonable fashion will void any further obligation of JM under this Guarantee as to the damaged portion of the Roofing System as well as any other areas of the Roofing System impacted by such failure.

3. In the event an emergency condition exists which requires immediate repair to avoid damage to the Building, its contents or occupants, then Building Owner may make reasonable, essential temporary repairs. JM will reimburse Building Owner for those reasonable repair expenses only to the extent such expenses would have been the responsibility of JM under the Guarantee.

There are a number of items not covered by this Guarantee that are the sole, exclusive responsibility of the Building Owner. In order to ensure that your new roof will continue to perform its function and to continue JM's obligations under the Guarantee, you should examine and maintain these items on a regular basis. All damage or leak investigation findings that are the direct result of non-covered maintenance items are the sole responsibility of the owner.

- Maintain a file for your records on this Roofing System, including, but not limited to, this Guarantee, invoices, and subsequent logs of all inspections performed and repairs that are made to the Roofing System.
- Inspect your Roofing System at least semi-annually. This is best done in the spring, after the Roofing System has been exposed to the harsh winter conditions, and, in the Fall after a long hot summer. It is also a good idea to examine the Roofing System for damage after severe weather conditions such as hailstorms, heavy rains, high winds, etc.
- Since these types of Roofing Systems typically have a low slope, they are easily examined. However, care must be taken to prevent falling and other accidents. JM expressly disclaims and assumes no liability for any inspections performed on the Roofing System.

When checking the Roofing System:

- Remove any debris such as leaves, small branches, dirt, rocks, etc. that have accumulated.
- Clean gutters, down spouts, drains and the surrounding areas. Make certain they allow water to flow off the Roofing System. Positive drainage is essential.
- Examine all metal flashings for rust and damage that may have been caused by wind or traffic on the Roofing System, and make certain they are well attached and sealed. Any damaged materials due to foot traffic or service work, loose clamps at penetrations, or poorly sealed materials at drains or penetrations pockets must be repaired by a JM Approved Roofing Contractor only.
- Examine the areas that abut the Roofing System. Damaged masonry, poorly mounted counter flashing, loose caulking, bad mortar joints, and any loose stone or tile coping can appear to be a membrane leak. Have these items repaired if found to be defective.
- Examine the edges of the Roofing System. Wind damage often occurs in these areas. Materials that have been lifted by the wind need to be corrected by a JM Approved Roofing Contractor.
- Examine any roof top equipment such as air conditioners, evaporative coolers, antennas, etc. Make certain they do not move excessively or cause a roof problem by leaking materials onto the Roofing System.
- Check the building exterior for settlement or movement. Structural movement can cause cracks and other problems which in turn may lead to leaks in your Roofing System.
- Examine protective coatings; any cracked, flaking, or blistered areas must be recoated.

Protecting your investment:

- Avoid unnecessary roof top traffic.
- If you allow equipment servicemen to go onto the Roofing System, advise them to be careful. Dropped tools, heavy equipment, etc. can damage the membrane. It is recommended to keep a log of all such trips to the Roofing System.
- Do not allow service personnel to make penetrations into the Roofing System; these are to be made only by a JM Approved Roofing Contractor.

All the terms and conditions of this Guarantee shall be construed under the internal law of the state of Colorado without regard to its conflicts of law principles. Invalidity or unenforceability of any provisions herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect to the extent the main intent of the document is preserved.

This form is not to be copied or reproduced in any manner. This Guarantee is valid only in the United States of America.

Owner Services Team
(800) 922-5922 Option 1
E-mail: OwnerServices@jm.com
www.jm.com/roofing

All 5 pages must be present for guarantee number XXXXXXXXX to be valid

Attachment: Exhibit C - Advanced Roofing Proposal (2025-R-29 : Water Treatment Facility Roof)

OVERALL
CONTRACTORS GROUP INC.
overallcontractors.com

10524 Moss Park Rd. Ste. 204
PMB #354 Orlando FL 32832
info@overallcontractors.com
Web: www.overallcontractors.com
Tel. (407) 203-5071

March 10th, 2025

City of Holly Hill
Water Treatment Facility Re-Roof.
Bid No. 25-WA-01

Overall Contractors Group Inc.

Opening Date/ Time: March 18, 2025 by 10:00 a.m

INTEGRITY + EXPERIENCE ABOVE ALL

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

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City of Holly Hills, Florida- Water Treatment Facility Re-Roof.

March 10th, 2025

Proposal Number:
RFP # 25-WA-01

Firm's Name:
Overall Contractors Group Inc.

Point of Contact:
Edgar Ramirez
Title: Operations Manager

Address:
10524 Moss Park Rd. Ste 204
PMB #354/ Orlando, FL 32832

Telephone Number:
M: 407-924-8402
O: 407-203-5071

Date of the qualification:
March 18, 2025 at 10:00 AM

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

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March 10th, 2025

City of Holly Hill
Water Treatment Facility Re-Roof.
Bid No. 25-WA-01

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Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

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SBA (8)A, HUBZone and DBE Certified Firm

Overall Contractors Group Inc.
RFP# 25-WA-01

Water Treatment Facility Re-Roof

Management Summary

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

OVERALL
CONTRACTORS GROUP INC.

10524 Moss Park Rd. Ste 204
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Email - info@overallcontractors.com
Web: www.overallcontractors.com
Tel. 407-203-5071 Fax. 787.704.1443
SBA (8)a, HUBZone and DBE Certified Firm

March 3rd, 2025

City of Holly Hills, Florida
Water Treatment Facility Re-Roof.
Bid# 25-WA-01
1065 Ridgewood Avenue,
Holly Hill, Florida 32117.

Att: Michele Moore, Finance Director.
Re: Bid# 25-WA-01

Mr. Michele Moore,

clients' Contractors Group, Inc., is a Small Business 8(a), HUBZone and DBE Certified Contractor and we are pleased to submit our response to the subject solicitation, for Holly Hills, Florida. "Water Treatment Facility Re-Roof".

clients' Contractors Group, Inc., has an extensive history of performing repair renovation projects for many DOD and Government Agencies, including for historic buildings being two of the most recent the US Federal Courthouse, Jose V. Toledo in San Juan, PR, where we performed roofing, electrical and mechanical work and the IITF HQs Building Roof Replacement for the USDA. We have also served Federal Agencies in Florida.

Established in 2007, we have over 17 years of experience, always in compliance with the highest standards in the Industry.

For the State of Florida, we are Contractors Group, Inc., has a fleet of seven vehicles, each equipped with top-of-the-line tools and machinery to ensure high-quality work. Our field personnel is highly skilled and trained to execute their tasks meeting or exceeding our clients' requirements. We also possess the necessary equipment to successfully complete any project.

Overall Contractors Group, Inc., **UEI is: RQBDC1ECFN16** and the **DUNS: 079581974**. Enclosed to this letter is our Capabilities Statement with Core information and also active links to our Federal Past Performance. We serve Federal Agencies, Commercial customers including the pharmaceutical industry, where we also are a resident contractor for one of them.

Your Agency can be assured Overall Contractors will provide a team of skilled and experienced professionals at all levels and you will receive a second to none quality of service.

Sincerely,

Rafael A. Tirado
OVERALL CONTRACTORS GROUP, INC.
Rafael Tirado, President
Overall Contractors Group, Inc. (8a/HZ/DBE)

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

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Tel. 407-203-5071 Fax. 787.704.1443
SBA (8)a, HUBZone and DBE Certified Firm

March 3rd, 2025

City of Holly Hills, Florida
Water Treatment Facility Re-Roof.
Bid# 25-WA-01
1065 Ridgewood Avenue,
Holly Hill, Florida 32117.

Att: Michele Moore, Finance Director.
Re: Bid# 25-WA-01

Mr. Michele Moore,

The authorized point of contact for this project will be: Edgar Ramirez **(Operations Manager),** Ph: 407-924-8402 and email address: E.ramirez@overallcontractors.com

This is the equipment we own for this specific project:

- Roofing Torch
- Gas
- Roofing Shovel
- Wheelbarrow
- Slide Dumpster
- Roof Brush

Sincerely,

Rafael A. Tirado

OVERALL CONTRACTORS GROUP, INC.
Rafael Tirado, President
Overall Contractors Group, Inc. (8a/HUBZone/DBE)

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

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Overall Contractors Group Inc.
RFP# 25-WA-01

Water Treatment Facility Re-Roof

Corporate Experience and Capacity

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

OVERALL
CONTRACTORS GROUP INC.

Capability Statement

www.overallcontractors.co

At **Overall Contractors Group**, we are able to stand behind that commitment because of our use of industry-leading products and our tradition of excellence performance.

We have been in business since 2007 and I'm very proud of the fact that many of our employees have been with us from the start! We rely on the hard work of our own employees for a variety of project services each year such as repairs, installations and maintenance, among others. We believe in providing high-quality products and workmanship within the framework of exceptional service.

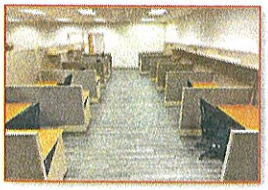
While living our Mission Statement every day, Overall Contractors Group is focused on providing you with a second-to-none experience when you trust us with your project's needs.

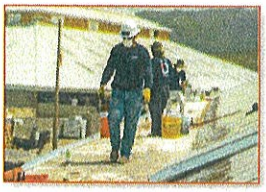
CAGE: 79K02 | **DUNS:** 079581974 | **UEI:** RQBDC1ECFN

Core Competencies

We Specialize In:

- General Construction
- HVAC Services
- Interior Remodeling
- Design & Build
- Electrical Work
- Plumbing Work
- Flooring Contractors
- Roofing Systems
- Single Ply
- Built-Up Roof
- SBS Modified Bitumen
- Slope Roofing
- Tapered Insulation Systems
- Coatings
- Spray Polyurethane Foam
- Structural & Building Maintenance
- Industrial Tank Restorations
- Pipeline Refurbishing
- Anti-Corrosive Treatments
- Commercial & Industrial Painting





Differentiators

- 8(a), HUBZone, DBE, and MBE Certified Contractors
- Members of the National Roofing Contractors Association (NRCA) as well members of ISNetworld and BROWZ international EHS compliance platforms
- Extensive Federal Government contracting history
- We get the job done effectively with superior quality craftsmanship to accomplish our customer's goals with excellence
- We have a full time commitment to safety, and being a member of ISNetworld guarantees that your project is in the right hands not only for the quality of service and products but also for the EHS Standards we maintain
- $10M bonding capacity

Company Snapshot

Gov. Business POC: Carmen Cruz
Mobile: (787) 233-3673 | **Phone:** (787) 703-4900
E-Mail: c.cruz@overallcontractors.com
Address: Tomas de Castro Ward Rd 183 KM 1.8, Caguas, PR 00725
Work Area: Puerto Rico, Florida, and US Virgin Islands
Socio-Economic:

- Minority-Owned Business
- Hispanic-American Owned Business
- Economically Disadvantaged Business
- 8(a) Certified
- HUBZone

Past Performance

General Service Administration (GSA)
Multiple Awards
Job Detail: Hurricane Recovery Structural Repairs
Details on FPDS.gov: View Contracting History

Department of Defense
Multiple Awards
Job Detail: Repair Multiple Roofs at Air Base (+ more)
Details on FPDS.gov: View Contracting History

Department of Agriculture
Multiple Awards
Job Detail: Multiple Roof Repairs
Details on FPDS.gov: View Contracting History

- View All Past Performance on FPDS.gov

Primary NAICS & PSC Codes

238160 - Roofing Contractors
236118 - Residential Remodelers
236220 - Commercial and Institutional Building Construction
238210 - Electrical Contractors and Other Wiring Installation Contractors
238310 - Drywall and Insulation Contractors
238320 - Painting and Wall Covering Contractors
238330 - Flooring Contractors
238350 - Finish Carpentry Contractors
238910 - Site Preparation Contractors
238990 - All Other Specialty Trade Contractors
332312 - Fabricated Structural Metal Manufacturing
541410 - Interior Design Services
561790 - Other Services to Buildings and Dwellings
Z2AA - Repair or Alteration of Office Buildings
Z2EZ - Repair or Alteration of Other Industrial Buildings
Z2JZ - Repair or Alteration of Miscellaneous Buildings

Carmen Cruz
Gov Business POC
Mobile: (787) 233-3673 | Phone: (787) 703-4900
c.cruz@overallcontractors.com
Tomas de Castro Ward Rd 183 KM 1.8, Caguas, PR 00

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

OVERALL
CONTRACTORS GROUP INC

Autos de Overall & fecha de marbetes

Año	Marca	Modelo	Número De Vehículo	VIN	Tablilla	Banco	Compañía	Empleado guiando	Fecha Expiracion Lic.
2023	FORD	TRANSIT CARGO VAN	23	1FTBR1C87PKC12835	56EMFY	FORD CREDIT	LAKELAND	TAMPA	12/31/2026
2023	FORD	TRANSIT CARGO VAN	21	1FTBR1C86PKA01304	23DHSF	FORD CREDIT	LAKELAND	LUIS	12/31/2025
2023	FORD	TRANSIT CARGO VAN	22	1FTBR1C86PKB83845	17EIBS	FORD CREDIT	LAKELAND	JORGE	12/31/2026
2021	RAM	1500		1C6SRFHT9MN607286	QHDB11	AUTO FINANCE	LAKELAND	EDGAR R.	12/31/2026
2024	FORD	F-150	24	1FTEW2KP0RKD55908	RPAZ73	FORD CREDIT	LAKELAND	HAZAN	6/30/2025
2025	FORD	CAMION	25	1FDXE4FN9SDD07197	KV318S	FORD CREDIT	LAKELAND		12/31/2025
2024	FORD	TRANSIT CARGO VAN	26	1FTBR1C89RKB35260	DUG8557	FORD CREDIT	LAKELAND	EDGAR C.	3/23/2025

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Overall Contractors Group Inc.
RFP# 25-WA-01

Water Treatment Facility Re-Roof

Customer Listing

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March 10th, 2025

City of Holly Hill
Water Treatment Facility Re-Roof.
Bid No. 25-WA-01

Customer Listing:

1. **Island Point Condominium (May 2023)**

Address: 470 Sail Lane, Merritt Island, FL 32953

Contact: Cheryl Koser

Phone#: 321-243-7889 / **Email:** Cheriquest@gmail.com

Service Provided: Complete tear off and re-roof .

2. Ocean Palm Villa South (June 2024)

Address: 333 Taylor Ave, Cape Canaveral, FL 32920

Contact: Carol Berg

Phone#: 952-237-9531 / **Email:** N/A

Service Provided: Complete tear off and re-roof .

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Tel. (407) 203-5071

March 10th, 2025

Customer Listing:

3. The Old packing House (April 2024)

Address: 1061 Tildenville School Road, Winter Garden, FL 34787

Contact: Gary Hasson

Phone#: 949-510-2663 / **Email:** N/A

Service Provided: Complete tear off and re-roof .

4. Inter Bio Lab (July 2024)

Address: 2251 Consulate Dr, Orlando FL, 32837

Contact: Lina Viveros

Phone#: 407-648-5010 / **Email:** N/A

Service Provided: Silicone coating system over modified.

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

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Capability Statement

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We have been in business since 2007 and I'm very proud of the fact that many of our employees have been with us from the start! We rely on the hard work of our own employees for a variety of project services each year such as repairs, installations and maintenance, among others. We believe in providing high-quality products and workmanship within the framework of exceptional service.

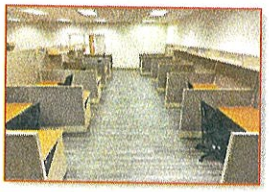
While living our Mission Statement every day, Overall Contractors Group is focused on providing you with a second-to-none experience when you trust us with your project's needs.

CAGE: 79K02 | **DUNS:** 079581974 | **UEI:** RQBDC1ECFN

Core Competencies

We Specialize In:

- General Construction
- HVAC Services
- Interior Remodeling
- Design & Build
- Electrical Work
- Plumbing Work
- Flooring Contractors
- Roofing Systems
- Single Ply
- Built-Up Roof
- SBS Modified Bitumen
- Slope Roofing
- Tapered Insulation Systems
- Coatings
- Spray Polyurethane Foam
- Structural & Building Maintenance
- Industrial Tank Restorations
- Pipeline Refurbishing
- Anti-Corrosive Treatments
- Commercial & Industrial Painting



Company Snapshot

Gov. Business POC: Carmen Cruz
Mobile: (787) 233-3673 | **Phone:** (787) 703-4900
E-Mail: c.cruz@overallcontractors.com
Address: Tomas de Castro Ward Rd 183 KM 1.8, Caguas, PR 00725
Work Area: Puerto Rico, Florida, and US Virgin Islands
Socio-Economic:

- Minority-Owned Business
- Hispanic-American Owned Business
- Economically Disadvantaged Business
- 8(a) Certified
- HUBZone

Past Performance

General Service Administration (GSA)
Multiple Awards
Job Detail: Hurricane Recovery Structural Repairs
Details on FPDS.gov: View Contracting History

Department of Defense
Multiple Awards
Job Detail: Repair Multiple Roofs at Air Base (+ more)
Details on FPDS.gov: View Contracting History

Department of Agriculture
Multiple Awards
Job Detail: Multiple Roof Repairs
Details on FPDS.gov: View Contracting History

- View All Past Performance on FPDS.gov

Differentiators

- 8(a), HUBZone, DBE, and MBE Certified Contractors
- Members of the National Roofing Contractors Association (NRCA) as well members of ISNetworld and BROWZ international EHS compliance platforms
- Extensive Federal Government contracting history
- We get the job done effectively with superior quality craftsmanship to accomplish our customer's goals with excellence
- We have a full time commitment to safety, and being a member of ISNetworld guarantees that your project is in the right hands not only for the quality of service and products but also for the EHS Standards we maintain
- $1.0M bonding capacity

Primary NAICS & PSC Codes

238160 - Roofing Contractors
236118 - Residential Remodelers
236220 - Commercial and Institutional Building Construction
238210 - Electrical Contractors and Other Wiring Installation Contractors
238310 - Drywall and Insulation Contractors
238320 - Painting and Wall Covering Contractors
238330 - Flooring Contractors
238350 - Finish Carpentry Contractors
238910 - Site Preparation Contractors
238990 - All Other Specialty Trade Contractors
332312 - Fabricated Structural Metal Manufacturing
541410 - Interior Design Services
561790 - Other Services to Buildings and Dwellings
Z2AA - Repair or Alteration of Office Buildings
Z2EZ - Repair or Alteration of Other Industrial Buildings
Z2JZ - Repair or Alteration of Miscellaneous Buildings

Carmen Cruz
Gov Business POC
Mobile: (787) 233-3673 | Phone: (787) 703-4900
c.cruz@overallcontractors.com
Tomas de Castro Ward Rd 183 KM 1.8, Caguas, PR 00

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

OVERALL
CONTRACTORS GROUP INC.
overallcontractors.com

10524 Moss Park Rd. Ste. 204
PMB #354 Orlando FL 32832
info@overallcontractors.com
Web: www.overallcontractors.com
Tel. (407) 203-5071
SBA (8)A, HUBZone and DBE Certified Firm

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

Overall Contractors Group Inc.
RFP# 25-WA-01

Water Treatment Facility Re-Roof

Acceptance of Conditions

OVERALL
CONTRACTORS GROUP INC.
overallcontractors.com

10524 Moss Park Rd. Ste. 204
PMB #354 Orlando FL 32832
info@overallcontractors.com
Web: www.overallcontractors.com
Tel. (407) 203-5071

March 10th, 2025

City of Holly Hill
Water Treatment Facility Re-Roof.
Bid No. 25-WA-01

- **All general terms and conditions of the RFP are accepted.**

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

OVERALL
CONTRACTORS GROUP INC.
overallcontractors.com

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SBA (8)A, HUBZone and DBE Certified Firm

Overall Contractors Group Inc.
RFP# 25-WA-01

Water Treatment Facility Re-Roof

Documents

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CASTILLO VILLA, DAYANAY

OVERALL CONTRACTORS GROUP, INC.
10524 MOSS PARK RD STE 204 PMB 354
ORLANDO FL 32832

LICENSE NUMBER: CGC1536520

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/16/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

2024 - 2025

CITY OF ORLANDO
PERMITTING SERVICES

Local Business Tax Receipt

(Formerly known as "Business License" changed per state law HB1269-2006)

NOTICE-THIS TAX RECEIPT ONLY EVIDENCES PAYMENT OF THE LOCAL BUSINESS TAX PURSUANT TO CH.205, FLORIDA STATUTES. IT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY CITY, STATE, OR FEDERAL LAW. CITY PERMITTING MUST BE NOTIFIED OF ANY MATERIAL CHANGE TO THE INFORMATION FOUND HEREIN BELOW. THIS RECEIPT DOES NOT CONSTITUTE AN ENDORSEMENT OR APPROVAL OF THE HOLDER'S SKILL OR COMPETENTCY.

Business Name
OVERALL CONTRACTORS GROUP INC
10524 MOSS PARK RD SUITE 204 PMB 354
ORLANDO, FL 32832

Case Number: BUS-1070933

Issued Date: 12/20/2024

Expiration Date: 09/30/2025

Business Owner
OVERALL CONTRACTORS GROUP INC

Business Location
5575 S SEMORAN BLVD SUITE 5015
ORLANDO, FL

Business type(s):

Description	Year
BUSOFF 9990 BUSINESS OFFICE	2025

CITY OF ORLANDO
PERMITTING SERVICES

Local Business Tax Receipt
City Hall, 400 South Orange Avenue, First Floor
Post Office Box 4990
Orlando, Florida 32802-4990

Phone: 407.246.2204 Fax: 407.246.3420

Email: businesstax@orlando.gov

Prompt Interactive Voice Response System: 407.246.4444
Visit our website: orlando.gov/permits

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

EVERITT, MATTHEW

EGUARD ROOF & SAFETY SYSTEMS LLC
8600 COMMODITY CIR
STE 169
ORLANDO FL 32819-9098

LICENSE NUMBER: CCC1332462

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/31/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

OVERALL
CONTRACTORS GROUP INC.
overallcontractors.com

10524 Moss Park Rd. Ste. 204
PMB #354 Orlando FL 32832
info@overallcontractors.com
Web: www.overallcontractors.com
Tel. (407) 203-5071
SBA (8)A, HUBZone and DBE Certified Firm

Overall Contractors Group Inc.
RFP# 25-WA-01

Water Treatment Facility Re-Roof

Required Form Submittals

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

AGREEMENT

Water Treatment Facility Re-Roof
Request for Proposal (RFP) 25-WA-01

THIS AGREEMENT is made and entered into this 10 day of March, 2025, by and between Overall Contractors Group Inc., duly authorized to conduct business in the State of Florida and whose address is 5575 S Semoran BLVD Suite 5015, Orlando FL, 32832, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #25-WA-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for ninety days (90 days) from the date of the notice to proceed. The contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the roof completion time stipulated above the sum of **$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amount deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:
Edgar Ramirez, Operations Manager (Name, Title)
Overall Contractors Group Inc. (Company)
5575 S Semoran BLVD Suite 5015 (Address)
Orlando, Florida, 32832 (City, State, Zip)
407-924-8402 (Phone)

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

_____

CITY OF HOLLY HILL

_____
Joseph Forte, City Manager

Dated: _____

WITNESSES:

_____

_____

FIRMS
By: Edgar Ramirez

_____, _____

Dated: 3/10/25

Attachments: A. RFP #25-WA-01
B. Firm Response to RFP

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2025 under Agenda Item No._____.

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

CONTRACTOR CHECKLIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.
Proposer should check off each of the following items as the necessary action is completed:

[x] The standard contract/ agreement has been signed and included.

[x] All applicable forms have been signed and included

[x] All information as requested in the Proposer's Qualification Form is included.

[x] Any addenda have been signed and included.

[x] The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood
Ave.
Holly Hill, Florida 32117

[x] The **mailing envelope must be sealed and marked** with Qualification Number **"RFP 25-WA-01", Proposal Title "Water Treatment Facility Re-Roof" and Due Date "March 18, 2025 at 10:00 am".**

[x] The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

Overall Contractors Group Inc.	10524 Moss Park Rd. Ste 204 PMB #354
Company	Address
Authorized Signature	Orlando, Florida, 32832
	City, State, Zip Code
Edgar Ramirez, Operations Manager	407-924-8402
Printed Name & Title	Telephone No.
E.ramirez@overallcontractors.com	N/A
Email	Fax No.

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Overall Contractors Group Inc.
Company

Authorized Signature

Edgar Ramirez, Operations Manager
Printed Name & Title

E.ramirez@overallcontractors.com
Email

5575 S Semoran BLVD Suite 5015
Address

ORLANDO, FL 32832
City, State, Zip Code

407-924-8402
Telephone No.

N/A
Fax No.

State of Florida)
City of Orange)

SUBSCRIBED AND SWORN to before me this 10th day of March, 2025, by Edgar Ramirez, who is personally known to me to be the Operations Manager for the Firm, OR who produced the following identification: FL Drivers License.

Emily S Delvalle

Notary Public

Notary Public State of Florida
Emily S Delvalle
My Commission HH 133116
Expires 05/24/2025

My Commission Expires: 05-24-2025

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
1%	Amgen- Proyecto Civil y Fire Suppresion	$ 275,000.00
90 %	Cond Sky Tower	$ 256,320.00
0%	Thermofisher Scientific	$ 185,000.00

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

FAA San Juan- Interior Remodeling, Fire Suppression.

FAA San Juan- Interior Remodeling and Plumbing.

GSA St Croix - ROOFING TPO, METAL ROOF REPAIRS.

OTHER INFORMATION ABOUT PROJECTS:

FAA Maunabo- Battery Backup System.

Toledo Court House- Roof Repairs and Tile Replacement, Waterproofing.

Aerostar Airports- Demolition and construction of concrete ramp.

Have you, at any time, failed to complete a project? ☐ Yes ☑ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☑ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

REFERENCES:

Bank(s) Maintaining Account(s): Truist Bank

10745 Narcoossee Rd. Orlando, FL 32832/ Ph: 407-541-4352/ Representative: Juan Buxo

Surety/Underwriter: (if required) Nationwide Mutual Insurance Company/ 1100 Locust St, Dept 2006 Des Moines, IA 50391
Sebanda Insurance/ 5414 Stirling Rd. Davie FL 33314

Other References: (Use additional sheets if necessary)
(References Letters Enclosed)

TYPE OF FIRM:

☑ Corporation/Years in Business: 19 Years. If firm is a corporation, please list state in which it is incorporated: Florida & Puerto Rico. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____ _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the proposals of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of proposals without prejudice.

5575 S Semoran BLVD Suite 5015, Orlando FL, 32832

Company Address City, State Zip code

Authorized Signature

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

Sebanda Insurance # 42

03/17/2025

To whom may it Concern

Subject: Reference for OVERALL CONTRACTORS GROUP, INC.

I am writing to enthusiastically recommend OVERALL CONTRACTORS GROUP, INC. to you. As an insurance agency, we have had the pleasure of working with **OVERALL CONTRACTORS GROUP, INC.** for more than 3 years and have consistently been impressed with their responsibility and discipline. **OVERALL CONTRACTORS GROUP, INC.** has always been a valuable client, and we have found them to be a reliable one.

We are confident that OVERALL would be an asset to your organization and would be a strong partner in the business venture. We highly recommend them without reservation.

Please do not hesitate to contact me if you have any further questions.

Sincerely,

Migdiel Garcia

Sebanda Insurance #42

Signed by:
Migdiel Garcia
A84F679DB9F4464...

03/17/2025

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

Antulio Acevedo
PO Box 4060, Road 31 [illegible]
Juncos, PR 00777-4060

04/04/2018

To Whom It May Concern

It is with much enthusiasm that I am writing to recommend the services of "Overall". During the past 11 years I have been contracting "Overall" on numerous different kinds of projects across the site.

Overall offers us high quality services and products for their jobs. I am very satisfied with their work, quality, and commitment shown in each project. Their expertise, passion for customer satisfaction, dedication, and professionalism is the way Overall conduct business. Some of the works executed for my company are in the Cooling Towers, Emergency Generators, Power Transformers, Generator's Mufflers, floors, Pipe Rack, etc.

Their personnel are service oriented, with vast experience in the works they are doing for us, like increase the equipment life cycle, cleaning equipment especially after hurricane Maria. All the jobs done by "Overall" are highly appreciated by my company. Their employees maintain careful attention to details in the works they execute.

I strongly recommend the services of "Overall" and I will continue contracting them for futures works in my company.

We can say that we have always been satisfied with their performance.

Sincerely,

Antulio Acevedo

Senior Engineer at AML

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

To whom it may concern:

We want you to know that we are very pleased with the quality of service Overall Contractors Group, has been providing to us. We sincerely appreciate their responsiveness and the way they conduct business.

Throughout the course of the assigned projects, each team member has been very professional.

We recommend Overall Contractors Group, to others because of our satisfaction with their service.

We'll keep doing business with Overall for years to come.

Regards,

Juan F. Castro Ramirez | Distric Facilities Manager
CBRE | GWS – JCPenney Account
Tampa-Miami-Puerto Rico Distric
C + 787 379 0843
jcastror@jcp.com | www.cbre.com

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

May, 03, 2018

To whom it might concern.

We hereby certify, that we are very pleased with the quality of service Overall Contractors Group, has been providing to Jones Lang Lasalle for Amgen Plant Facilities.

Overall Contractors has been a resident contractor in this Pharmaceutical Industry for more than Six years, always complying with all the standards not only in services, but in Health, Safety and Environmental.

Throughout the course of the assigned projects, each team member has been very professional.

We recommend Overall Contractors Group, to others because of our satisfaction with their service.

We continue looking forward to doing business with Overall for years to come.

Sincerely,

José R Franceschini Mirabal
Sr. Facilities Manager

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

HOLLY HILL
FLORIDA

RFP 25-WA-01
Water Treatment Facility Re-Roof
Addendum #1

1. Question: Hello, My name is Zoey and I am with New Standard Construction. We want to place a bid on this project but the Online quote/Bid button is not working. Can some one assist me on this? Thank you

   Answer: The bid packet needs to be completed and shipped or delivered in person per bid instructions.

2. Question: Is it possible for a General Contractor company to take part in the bidding process by subcontracting a roofing company?

   Answer: Yes, but the roofing company will need to be identified and their prior experience and capacity listed. The roofing company will need to be licensed to work in the State of Florida

3. Question: Regarding the section of the bid reference that requires multiple jobs related to the SOW of the RFP, is it acceptable to include jobs located outside of Florida?

   Answer: You may, but please note that roofing work needs to be done according to Florida Building Code, and the "experience" category of evaluation may be affected.

4. Question: We were in attendance yesterday at the pre-bid and we have only one concern. The screened enclosure over the water basin, sits on top of a low profile continuous concrete curb. We are assuming you intend for us to flash up to and under the aluminum cap flashing. If so, there is not much room, and we need to know exactly how much vertical height is available to accommodate the new tapered insulation and membrane. We were not able to test this location above the adjacent roof deck. The entire perimeter base flashing of screen enclosure must be a waterproof application after the existing roof system is removed and new system installed. Are there any structural or as-built drawings available?

   Answer: An original roof plan from 1969 has been uploaded to Vendor Link. Functional drainage is a requirement of this project, so additional site visits are available to those who need additional information.

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

5. Question: I am inquiring if you could please provide the roofing scope of work for this project? From all the documents I have seen there is no specification on roofing material simply a complete tear off and replacement with a new modified bitumen roof.

   Answer: An APP Modified Bitumen Roof is acceptable

6. Question: What is the scope at the abandoned curbs?

   Answer: Please leave the abandoned curbs in place

7. Question: What minimum thickness or R value is required for the tapered insulation at the drains?

   Answer: Per Florida Building Code requirements

8. Question: The existing roof flashing height at the screened in basin and doors are low at about 4" flashing height. Please advise if contractor should figure going back with same thickness as existing roof to keep existing heights the same?

   Answer: Please see Florida Building Code Section 15.03

9. Question: The existing lightweight is sloped 1/8" per ft. Please confirm 1/8" per ft tapered insulation is acceptable to match existing slope. Note: 1"/12 slope listed on scope of work is incompatible with the flashing heights at the screened area. If the higher slope is required, please advise if the screen wall will be modified by others and provide guidance on flashing details. Tapered iso is also not available in 1"/12 slope.

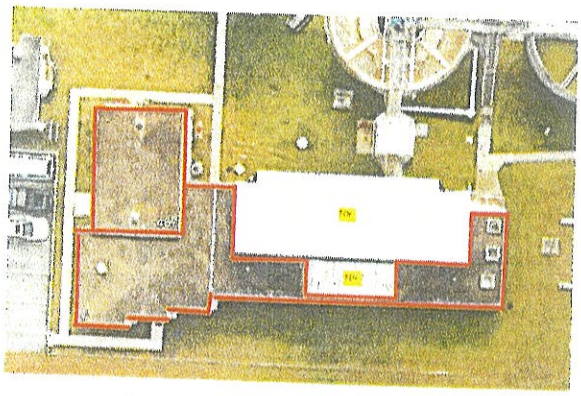
   Answer: Florida Building Code requires a minimum slope of ¼" per foot.

10. Question: The RFP lists liquidated damages to begin 90 days after notice to proceed. Can this be modified to be 90 days after the permit application is approved since that time period is outside of the contractor's control?

    Answer: The NTP will be issued only once permit is approved and materials received.

11. Question: The square footage on the scope of work seems high. Can you please confirm the scope only includes the flat roofs outlined below:

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)



Answer: On the tar and gravel areas of the roof are to be replaced as indicated. The metal roofs are to remain at this time.

12. Question: The existing slopes on the scope of work seem inaccurate based on our site visit. Please advise.

    Answer: Slopes listed in scope of work were based on the triangulation of the slope through software and cannot be guaranteed for accuracy.

13. Question: The existing slopes on the scope of work seem inaccurate based on our site visit. Please advise.

    Answer: Slopes listed in scope of work were based on the triangulation of the slope through software and cannot be guaranteed for accuracy.

14. Question: Please confirm the existing lightweight concrete is to be torn off down to the existing concrete deck.

    Answer: Existing lightweight concrete is to be torn off down to the existing concrete deck.

15. Question: Please advise if a specific manufacturer is required or preferred.

    Answer: The City does not have a preference of a specific manufacturer.

16. Question: Please provide basis of design for the modified bitumen roof system. For example, is a 2 ply SBS torch applied system over adhered tapered polyiso and gypsum or asphaltic coverboard in low rise foam acceptable?

    Answer: The example provided is an acceptable methodology.

17. Question: The door threshold is low, should contractor include raising the door threshold and replacing the door with a shorter one?

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

Answer: Needs to meet minimum height requirements for doors.

18. Question: Please confirm scope item referencing replacement of turbines on roof is not applicable to this project since none exist.

Answer: There are (3) exhausts on the roof that need to be replaced

19. Question: Please advise if only the top edge metal is to be replaced or if the ledge piece is also to be replaced.

Answer: For the purposes of budding, please include both the top edge metal and ledge piece.

20. Question: Is a temp roof/vapor barrier required?

Answer: Yes, the interior of the building must be protected at all times.

21. Question: Are there any wage requirements?

Answer: No, this project is not federally funded and does not require Davis-Bacon prevailing wages.

22. Question: Is any interior protection required? If so, please specify scope and locations.

Answer: Please see answer to question 20 above.

23. Question: Is any protection required at the screened basin? If so, please specify scope.

Answer: Yes, a plastic barrier should be affixed to the screen to protect the water.

24. Question: Can you please advise on how any unforeseen mechanical, electrical or plumbing components below the finished roof surface, within the existing deck or below the existing deck are to be handled if it is discovered during the roofing project that they need to be addressed?

Answer: In the event of unforeseen conditions, the contractor may request a change order. Change orders must be submitted to the City Project Manager and approved prior to the commencement of additional work.

25. Question: How will unforeseen material cost increases be handled?

Answer: Material costs will be locked in upon mutual approval of proposal

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

26. Question: In regards to the existing lightning protection system, can you please advise if a UL Letter of Findings is acceptable or is a UL Master Label Certification required after installation?

    Answer: A UL Master Label Certification will be required.

27. Question: What type/finish/thickness of sheet metal is to be used for the gravelstop (i.e. 040 Kynar Aluminum)?

    Answer: According to Florida Building Code

28. Question: Please advise if curb extensions are to be included in the bid for the 3 exhaust fans.

    Answer: No, these are not included in the bid.

29. Question: Is contractor to include cost to raise/lower roof drains if required to accommodate new insulation thickness

    Answer: Yes

30. Question: The ITB is for the single building that is pictured in exhibit A?

    Answer: Yes

31. Question: Exhibit a scope of work stating 7400 SF of roof area, but only looking for 4000 SF of Mod Bit at this time (Shaded Color Areas)?

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

Answer: Only the shaded areas are to be re-roofed.

32. Question: 1"/12" Slope - Tapered ISO System to drains requested. The roof_plans_and_details_1 Document only shows the orange and red area of the building. Are there drains and tapered insulation required for the Green Area Roof deck?
Answer: Yes

33. Question: Is a Cover Board required?

Answer: Work must be done in conformance to Florida Building Code.

ACKNOWLEDGEMENT OF ADDENDUM #1

Overall Contractors Group Inc.
Name of Bidder

Signature of Officer

Operations Manager
Title of Officer

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

$ 0.00 **Total Fees for work done on all City projects**

Note: We haven't executed projects for the City (State Agency), however we have completed commercial projects and also Federal Agencies Projects in Florida.

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFP NO. 25-WA-01 "Water Treatment Facility Re-Roof"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP #25-WA-01.**

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Agreement Form.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 10 day of March, 2025 in the City of Orlando, in the State of Florida.

Overall Contractors Group Inc.

5575 S Semoran BLVD, Suite 5015

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

Company

Authorized Signature

Address

Orlando, FL, 32832

City, State, Zip Code

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage $1,000,000 single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	$ 500,000 Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood
Ave. Holly Hill,
Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFP** Number and **Water Treatment Facility Re-Roof**

= = = =

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
SEBANDA INSURANCE #42 dba M&O Insurance Agency LLC
5414 Stirling Rd.
Davie FL 33314

CONTACT NAME: Valentina Hormaza Londono
PHONE (A/C, No, Ext): (954) 487-1644 **FAX (A/C, No):** (954) 487-1643
E-MAIL ADDRESS: molns@sebandainsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : EVANSTON INS CO	35378
INSURER B : INFINITY ASSUR INS CO	39497
INSURER C : ACCREDITED SPECIALTY INSURANCE COMPAN	16835
INSURER D : Hiscox Ins Co Inc	10200
INSURER E :	
INSURER F :	

INSURED
Rafael Tirado Santos
10524 Moss Park Rd, Ste 189
Orlando FL 32832

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	x	x	3AA868541	02/28/2025	02/28/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] HIRED AUTOS ONLY [X] PIP 10,000 [X] SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY	X		50006542101	02/28/2025	02/28/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X					EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1AUIFL160150065000	04/21/2024	04/21/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	E&O	X		P104.570.262.1	03/12/2025	03/12/2026	Each Claim Aggregate for all Clair	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2021 RAM 1500 1C6SRFHT9MN607286 AVC
2023 FORD - TRANSIT T-250 1FTBR1C86PKA01304 ACV
2023 FORD - TRANSIT T-250 1FTBR1C86PKB83845 ACV
2023 FORD - TRANSIT T-250 1FTBR1C87PKC12835 ACV
2024 FORD - F-150 1FTEW2KP0RKD55908 ACV
2025 FORD - E450SD 1FDXE4FN9SDD07197 ACV

CERTIFICATE HOLDER
City OF Holly Hill
1065 Ridgewood
Ave Holly Hill
FL

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
SEBANDA INSURANCE #42 dba M&O Insurance Agency LLC	Rafael Tirado Santos
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

2024 FORD - TRANSIT 1FTBR1C89RKB35260 ACV

DRIVERS
RAFAEL TIRADO SANTOS
JORGE TORRES FIGUEROA
LUIS QUEVEDO HIDALGO
JHONNY MONTILLA
EDGAR RAMIREZ QUINONES
HAZAN J RIVERA VAZQUEZ
EDGAR CORTES
REYNALDO CARRERAS
ALBER LENNYN SANCHEZ ARAQUE
DERICK TORRES
CHRISTIAN VELEZ CARBONEL

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

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CERTIFICATE OF LIABILITY INSURANCE

Date: 3/3/2025

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date(MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur ☐ ☐ General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ ☐				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A		**Workers Compensation and Employers' Liability** Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.	WC 71949	01/01/2025	01/01/2026	X WC Statutory Limits ☐ OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000
		Other				**Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**	

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 90-69-877

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Eguard Roof & Safety Systems LLC

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in: FL.
Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com

Project Name:

ISSUE 06-15-23 (BP). REISSUE 03-03-25 (BP)

Begin Date: 6/19/2022

CERTIFICATE HOLDER

OVERALL CONTRACTORS GROUP INC.

10524 MOSS PARK ROAD, SUITE 204, PMB #354
ORLANDO, FL 32832

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Plymouth Insurance Agency
2739 US Hwy 19 North
Holiday, FL 34691

CONTACT NAME: Plymouth Insurance Agency
PHONE (A/C, No, Ext): 727-682-4040 FAX (A/C, No): 877-491-7980
E-MAIL ADDRESS: CERTS@plymouthinsuranceagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HDI Global Specialty SE	16131
INSURER B : Palomar Excess & Surplus Ins.	16754
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Eguard Roof & Safety Systems, LLC
8600 Commodity Circle #169
Orlando, FL 32819

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			CAS001102/2500	1/25/2025	1/25/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ EXCLUDED
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY							$
							COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
B	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			PES-XS-01-4068	1/25/2025	1/25/2026		$
							EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						$
							PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

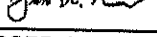
CERTIFICATE HOLDER

Overall Contractors Group Inc.
10524 Moss Park Rd. Ste 204
PMB # 354
Orlando, FL 32832

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2016/03)
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Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Overall Contractors Group Inc.
10524 Moss Park Road, Suite 204
Orlando, FL 32832

SURETY:
(Name, legal status and principal place of business)
Nationwide Mutual Insurance Company
1100 Locust St, Dept 2006
Des Moines, IA 50391

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

BOND AMOUNT: 5% of Total Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Water Treatment Facility Re-Roof
City of Holly Hill, FL

Project Number, if any: 25-WA-01

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of March, 2025

Overall Contractors Group Inc.
(Principal) *(Seal)*

(Witness)

(Title)

Nationwide Mutual Insurance Company
(Surety)

(Witness)

Christopher Kolger, Attorney in Fact

SEAL

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

AARON STEFFEY; CHRISTOPHER KOLGER; JOSEPH J PERSCITY; KENNETH P MOROTTO JR;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FIVE MILLION AND NO/100 DOLLARS ($5,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority: provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 18th day of March, 2025.

Assistant Secretary

BDJ 1(04-24)00

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

Nationwide®
is on your side

SURETY BOND SEAL ADDENDUM

Nationwide Mutual Insurance Company

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Nationwide Mutual Insurance Company has authorized its Attorneys-in-Fact to affix Nationwide Mutual Insurance Company's corporate seal to any bond executed on behalf of Nationwide Mutual Insurance Company by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Nationwide Mutual Insurance Company by its Attorney-in-Fact, Nationwide Mutual Insurance Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 2nd day of April, 2020.

Nationwide Mutual Insurance Company

SEAL
COLUMBUS, OHIO
SURETY USE ONLY

By _____
Antonio C. Albanese, Vice President – Surety
Nationwide Mutual Insurance Company

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug- free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☒ **Yes**
☐ **No**

Overall Contractors Group Inc.
Company

Authorized Signature
Edgar Ramirez, Operations Manager

Printed Name & Title
E.ramirez@overallcontractors.com

Email

5575 S Semoran BLVD, Suite 5015
Address

Orlando, FL 32832
City, State, Zip Code

407-924-8402
Telephone No.

N/A
Fax No.

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Orange

Edgar Ramirez, being first duly sworn, deposes and says that:

He/she is Operations Manager of Overall Contractors Group Inc., Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Overall Contractors Group Inc.
Company

Authorized Signature
Edgar Ramirez, Operations Manager
Printed Name & Title

E.ramirez@overallcontractors.com
Email

5575 S Semoran BLVD, Suite 5015
Address

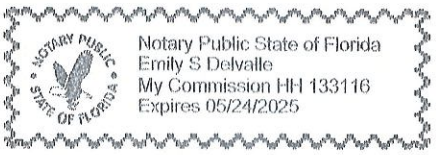
Orlando, FL 32832
City, State, Zip Code

407-924-8402
Telephone No.

N/A
Fax No.

Subscribed and sworn to before me this 10 day of March, 20 25

Public Notary
Emily S Delvalle
Title



My Commission Expires: 05-24-2025

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

Affidavit of E-Verify Requirements Compliance

RFP 25-WA-01 Water Treatment Facility Re-Roof

The Contractor agrees to comply with Section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.095, Florida Statutes.

1. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement 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 subconsultant/subcontractor during the Agreement term.

2. That the Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Contractor further understands and agrees that in the event of such termination, the Contractor shall be liable to the City for any costs incurred by the City as a result of the Contractor's breach

Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Overall Contractors Group Inc.
5575 S Semoran Blvd Suite 5015, Orlando FL 32832

Contractor Name and Address

Signature

Edgar Ramirez, Operations Manager

Name and Title

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

ACKNOWLEDGEMENTS
RFP # 25-WA-01 Water Treatment Facility Re-Roof

To: City of Holly Hill
1065 Ridgewood
Ave Holly Hill, FL
32117

From : Insert Information
"Contractor"

The Contractor agrees to provide the Water Treatment Facility Re-Roof as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the Water Treatment Facility Re-Roof called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed one hundred eighty (180) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Contractor shall guarantee the Water Treatment Facility Re-Roof within ninety (90) calendar days from receipt of Notice to Proceed.

Dated this 10 day of March (Month), 2025 (Year)

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _____ / _____
(Signature) (Print name)

Address: _____

_____

_____

Telephone: (___)_____ Fax: (_____) _____

Taxpayer Identification Number (TIN): _____

CORPORATION

By: _____ / Rafael A. Tirado
(Signature) (Print name)

Address: Urb. Jose Mercado V-11-2. PR 183 KM 1.8
Caguas, Puerto Rico 00725

Telephone: (787) 703-4900 Fax: (_____) N/A

Taxpayer Identification Number (TIN/EIN): 66-0688614

State Under Which Corporation Was Chartered:
Puerto Rico

Corporate President: Rafael A. Tirado
(Print Name)

Corporate Secretary: Daisy L. Vazquez
(Print Name)

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

Corporate Treasurer: Rafael A. Tirado

(Print Name)

CORPORATE SEAL

Attest By: Daisy L. Vazquez Secretary

Signature: _____ Date: 3/10/25

OVERALL CONTRACTORS GROUP
CORPORATE SEAL 2007
COMMONWEALTH OF PUERTO RICO
#168870

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or thirty (30) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specific City which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

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

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:
1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

Company Name: Overall Contractors Group Inc.

Authorized representative (printed): Edgar Ramirez

Authorized representative (signature):

Project Number: RFP 25-WA-01 Date: 3/10/2023

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: Island Point Condominium
   Address: 470 Sail Lane, Merritt Island, FL 32953
   Contact: Cheryl Koser Point of
   Phone #: 321-243-7889 Email address: Cheriquest@gmail.com Service(s)
   Provided: Complete tear off and re-roof

   Dates of Service: May 2023

2. Name of Company: Ocean Palm Villa South
   Address: 333 Taylor Ave, Cape Canaveral, FL 32920
   Contact: Carol Berg Point of
   Phone #: 952-237-9531 Email address: N/A Service(s)
   Provided: Complete tear off and re-roof

   Dates of Service: June 2024

3. Name of Company: The Old packing House
   Address: 1061 Tildenville School Road, Winter Garden, FL 34787
   Contact: Gary Hasson Point of
   Phone #: 949-510-2663 Email address: N/A Service(s)
   Provided: Complete tear off and re-roof

   Dates of Service: April 2024

4. Name of Company: Inter Bio Lab
   Address: 2251 Consulate Dr, Orlando FL, 32837
   Contact: Lina Viveros Point of
   Phone #: 407-648-5010 Email address: N/A Service(s)
   Provided: Silicone coating system over modified

   Dates of Service: July 2024

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill
by Edgar Ramirez, Operations Manager (Print Individual's Name and Title)
for Overall Contractors Group Inc. (Print Name of Entity Submitting Sworn Statement)
whose business is 5575 S Semoran BLVD Suite 5015, Orlando FL, 32832

and (if applicable) its Federal Employer Identification Number (FEIN) is 83-1338528

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

__X__ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 10th day of March, 2019. 2025

Personally known _____

OR produced identification FL Drivers License
(Type of Identification)

_____
(Notary)

Notary Public State of Florida

My commission expires: 05·24·2025

Notary Public State of Florida
Emily S Delvalle
My Commission HH 133116
Expires 05/24/2025

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

VENDOR INFORMATION

Vendor is:
(x) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other _____ (Explain)

Federal Employer Identification Number: 83-1338528

Firm Name: Overall Contractors Group Inc.

Mailing Address: 10524 Moss Park Rd. Ste 204 PMB #354, Orlando FL 32832

Telephone No.: 407-203-5071 Fax No.: N/A

Email Address: Info@overallcontractors.com Web Address: Overallcontractors.com

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
OVERALL CONTRACTORS GROUP FL, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
10524 MOSS PARK RD STE 204 PMB 354

6 City, state, and ZIP code
ORLANDO, FL 32832

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 3 - 1 3 3 8 5 2 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 12/16/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

OVERALL
CONTRACTORS GROUP INC.
overallcontractors.com

10524 Moss Park Rd. Ste. 204
PMB #354 Orlando FL 32832
info@overallcontractors.com
Web: www.overallcontractors.com
Tel. (407) 203-5071
SBA (8)A, HUBZone and DBE Certified Firm

Overall Contractors Group Inc.
RFP# 25-WA-01

Water Treatment Facility Re-Roof

Price Proposal Form

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

PROPOSAL PRICING FORMpe text here
RFP 25-WA-01
Water Treatment Facility Re-Roof

RFP Date: 3/10/2025

TO: The City of Holly Hill, Florida

FROM: Overall Contractors Group Inc.

Submitter is solely responsible for developing / determining / verifying for this contract work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all sub-contractor work, all taxes, all insurance, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Fee Proposal.**

Respondent must provide a fee proposal. All entries in the proposal must be made clearly in ink. Prices on the ***Proposal Form*** must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

In accordance with the RFP to provide the completed work for Water Treatment Facility Re-Roof for the City of Holly Hill, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Pricing Form** for the **Water Treatment Facility Re-Roof** as follows:

Total Base Bid: $82,900.00

Total Base Bid in Writing: Eighty-five thousand nine hundred

Alt Bid Reinstallation of Lighting Protection System: $ 85,900.00

The City reserves the sole prerogative whether or not to order / contract for any and all work listed in this proposal, and when the work is to be done, all in the best interests of the City. The respondent agrees that this proposal shall be good and may not be withdrawn for a period of 180 days after the opening of proposals.

Authorized Signature

Edgar Ramirez, Operations Manager
Printed Name & Title

Overall Contractors Group Inc.
Company

3/10/2023
Date

5575 S Semoran BLVD, Suite 5015
Address

Orlando FL, 32832
City, State, Zip Code

407-924-8402
Telephone No.

E.ramirez@overallcontractors.com
Email Address.

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

OVERALL CONTRACTORS GROUP INC.

Capability Statement

www.overallcontractors.co

At **Overall Contractors Group**, we are able to stand behind that commitment because of our use of industry-leading products and our tradition of excellence performance.

We have been in business since 2007 and I'm very proud of the fact that many of our employees have been with us from the start! We rely on the hard work of our own employees for a variety of project services each year such as repairs, installations and maintenance, among others. We believe in providing high-quality products and workmanship within the framework of exceptional service.

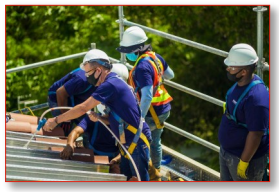
While living our Mission Statement every day, Overall Contractors Group is focused on providing you with a second-to-none experience when you trust us with your project's needs.

CAGE: 79K02 | **DUNS:** 079581974 | **UEI:** RQBDC1ECF

Core Competencies

We Specialize In:

- **General Construction**
- **HVAC Services**
- **Interior Remodeling**
- **Design & Build**
- **Electrical Work**
- **Plumbing Work**
- **Flooring Contractors**
- **Roofing Systems**
- **Single Ply**
- **Built-Up Roof**
- **SBS Modified Bitumen**
- **Slope Roofing**
- **Tapered Insulation Systems**
- **Coatings**
- **Spray Polyurethane Foam**
- **Structural & Building Maintenance**
- **Industrial Tank Restorations**
- **Pipeline Refurbishing**
- **Anti-Corrosive Treatments**
- **Commercial & Industrial Painting**



Differentiators

- 8(a), HUBZone, DBE, and MBE Certified Contractors
- Members of the National Roofing Contractors Association (NRCA) as well members of ISNetworld and BROWZ international EHS compliance platforms
- Extensive Federal Government contracting history
- We get the job done effectively with superior quality craftsmanship to accomplish our customer's goals with excellence
- We have a full time commitment to safety, and being a member of ISNetworld guarantees that your project is in the right hands not only for the quality of service and products but also for the EHS Standards we maintain
- $10M bonding capacity

Company Snapshot

Gov. Business POC: Carmen Cruz
Mobile: (787) 233-3673 | **Phone:** (787) 703-4900
E-Mail: c.cruz@overallcontractors.com
Address: Tomas de Castro Ward Rd 183 KM 1.8, Caguas, PR 00725
Work Area: Puerto Rico, Florida, and US Virgin Islands
Socio-Economic:

- Minority-Owned Business
- Hispanic-American Owned Business
- Economically Disadvantaged Business
- 8(a) Certified
- HUBZone

Past Performance

General Service Administration (GSA)
Multiple Awards
Job Detail: Hurricane Recovery Structural Repairs
Details on FPDS.gov: View Contracting History

Department of Defense
Multiple Awards
Job Detail: Repair Multiple Roofs at Air Base (+ more)
Details on FPDS.gov: View Contracting History

Department of Agriculture
Multiple Awards
Job Detail: Multiple Roof Repairs
Details on FPDS.gov: View Contracting History

- View All Past Performance on FPDS.gov

Primary NAICS & PSC Codes

238160 - Roofing Contractors
236118 - Residential Remodelers
236220 - Commercial and Institutional Building Construction
238210 - Electrical Contractors and Other Wiring Installation Contractors
238310 - Drywall and Insulation Contractors
238320 - Painting and Wall Covering Contractors
238330 - Flooring Contractors
238350 - Finish Carpentry Contractors
238910 - Site Preparation Contractors
238990 - All Other Specialty Trade Contractors
332312 - Fabricated Structural Metal Manufacturing
541410 - Interior Design Services
561790 - Other Services to Buildings and Dwellings
Z2AA - Repair or Alteration of Office Buildings
Z2EZ - Repair or Alteration of Other Industrial Buildings
Z2JZ - Repair or Alteration of Miscellaneous Buildings

Carmen Cruz
Gov Business POC
Mobile: (787) 233-3673 | Phone: (787) 703-4900
c.cruz@overallcontractors.com
Tomas de Castro Ward Rd 183 KM 1.8, Caguas, PR 0

Attachment: Exhibit D - Overall Contractors Group Proposal (2025-R-29 : Water Treatment Facility Roof)

CONTRACTOR CHECKLIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.
Proposer should check off each of the following items as the necessary action is completed:

- [x] The standard contract/ agreement has been signed and included.
- [x] All applicable forms have been signed and included
- [x] All information as requested in the Proposer's Qualification Form is included.
- [x] Any addenda have been signed and included.
- [x] The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood
Ave.
Holly Hill, Florida 32117

- [x] The **mailing envelope must be sealed and marked** with Qualification Number **"RFP 25-WA-01"**, Proposal Title **"Water Treatment Facility Re-Roof"** and Due Date **"March 18, 2025 at 10:00 am"**.
- [x] The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

Next Dimension Construction Inc	13624 S US Hwy 441
Company	Address
Authorized Signature	Summerfield, FL, 34491
	City, State, Zip Code
Blaine Villarreal President	352-857-1469
Printed Name & Title	Telephone No.
Procurement@nextdimensionconstruction.com	N/A
Email	Fax No.

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

AGREEMENT

Water Treatment Facility Re-Roof
Request for Proposal (RFP) 25-WA-01

THIS AGREEMENT is made and entered into this 17 day of March, 2025, by and between Next Dimension Construction Inc, duly authorized to conduct business in the State of Florida and whose address is 13624 S US Hwy 441 Summerfield, FL 34491, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #25-WA-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for ninety days (90 days) from the date of the notice to proceed. The contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the roof completion time stipulated above the sum of **$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amount deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:
Blaine Villarreal, President (Name, Title)
Next Dimension Construction. (Company)
13624 S US Hwy 441 (Address)
Summerfield, FL 34491 (City, State, Zip)
352-851-1469 (Phone)

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

_____

CITY OF HOLLY HILL

_____
Joseph Forte, City Manager

Dated: _____

WITNESSES:

_____

FIRMS
By: _____

_____, _____

_____

Dated: _____

Attachments: A. RFP #25-WA-01
B. Firm Response to RFP

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of _____, 2025 under Agenda Item No._____.

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Next Dimension Construction Inc
Company

13624 S US Hwy 441
Address

Authorized Signature

Summerfield, FL 34491
City, State, Zip Code

Blaine Villarreal President
Printed Name & Title

352-857-1469
Telephone No.

procurement@nextdimensionconstruction.com
Email

N/A
Fax No.

State of Florida)
City of Marion)

SUBSCRIBED AND SWORN to before me this 17 day of March, 2025, by Blaine Villarreal, who is personally known to me to be the President for the Firm, OR who produced the following identification: _____.

Notary Public

NINA GARCIA
Notary Public
State of Florida
Comm# HH503988
Expires 3/13/2028

My Commission Expires: 3/13/2028

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
20%	Ocean Center Re-Roof	$ 487,190.00
10%	lake County Admin Building Reroof	$ 451,200.00
50%	Villages Various roof Replacements	$ 606,371.83

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

DCF Renovate Renaissance homes re-Roof and window replacement ITB 2324

Lake County on Call Services RSQ#25-904F

OTHER INFORMATION ABOUT PROJECTS:

N/A

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

$ 3,142,153.18 **Total Fees for work done on all City projects**

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

REFERENCES:
Bank(s) Maintaining Account(s): Wells Fargo

Surety/Underwriter: (if required) Florida Surety Bonds

Other References: (Use additional sheets if necessary)
ABC Supply 321-230-0004

TYPE OF FIRM:

☒ Corporation/Years in Business: 8. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____ Sole Proprietorship/Years in Business:

☐ _____ Other: Please list: _____ _____

☐

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the proposals of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of proposals without prejudice.

13624 S US Hwy 441 Summerfield FL 34491 _____

Company Address City, State Zip code Authorized Signature

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFP NO. 25-WA-01 "Water Treatment Facility Re-Roof"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP #25-WA-01.**

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Agreement Form.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 17 day of March, 2025 in the City of Marion County, in the State of Florida.

Next Dimension Construction Inc 13624 S US Hwy 441

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

Company

Authorized Signature

Address

Summerfield, FL 34491
City, State, Zip Code

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage $**1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	$ **500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood
Ave. Holly Hill,
Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☐ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFP** Number and Water Treatment Facility Re-Roof

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PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

Next Dimension Construction Inc.
Company

Authorized Signature

Blaine Villarreal President
Printed Name & Title

procurement@nextdimensionconstruction.com
Email

Merrill Insurance Group.
Insurance Agency

Signature of Proposer's Agent

13624 S US Hwy 441
Address

Summerfield, FL 34491
City, State, Zip Code

352-857-1469
Telephone No.

N/A
Fax No.

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

CERTIFICATE OF LIABILITY INSURANCE

Acct#: 3034004

DATE (MM/DD/YYYY): 03/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AON RISK SERVICES SOUTH, INC 3550 LENOX ROAD NORTHEAST, SUITE 1700 ATLANTA, GA 30326	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 844-398-0470 **FAX (A/C, No):** **E-MAIL ADDRESS:** certs@peoplease.com
INSURED **Next Dimension Construction Inc.** **13624 SE Hwy 441 Ste 1 & 2** **Summerfield, FL 34491**	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Indemnity Insurance Company of North America / 43575 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		C72818763	12/31/2024	01/01/2026	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1000000
							E.L. DISEASE - EA EMPLOYEE	$ 1000000
							E.L. DISEASE - POLICY LIMIT	$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All States Except ND OH WA WY
25-WA-01 WATER TREATMENT FACILITY RE-ROOF

CERTIFICATE HOLDER

City of Holly Hill
1065 Ridgewood Ave
Holly Hill FL 32117

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Merrill Insurance Group, Inc. 1520 S Bay Street Eustis FL 32726-5555	**CONTACT NAME:** Commercial Lines Service Department **PHONE (A/C, No, Ext):** 352-589-5200 **FAX (A/C, No):** 352-589-5222 **E-MAIL ADDRESS:** clservice@merrillinsurance.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** Clear Blue Insurance Company — 28860 **INSURER B :** Lloyd's of London — 2987 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED Next Dimension Construction Inc DBA Next Dimension Construction & Roofing 13624 S US Highway 441 Summerfield FL 34491	

COVERAGES **CERTIFICATE NUMBER:** 704338784 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	BGFL0030299901	3/31/2025	3/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			BXFL0030299901	3/31/2025	3/31/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Professional Liability & Pollution Liability	Y	Y	ENP0011458-01	6/11/2024	6/11/2025	Occurrence $1,000,000 Occurrence $1,000,000	Agg. $3,000,000 Agg. $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CCC1331563, EC13013583
State License # CGC 1534617

Certificate holder is recognized as Additional Insured for On-Going and Completed Operations on a Primary Non-Contributory basis with regards to the General Liability when required by written contract, waiver of subrogation applies. Excess Liability policy follows forms.

RE: (25-WA-01 WATER TREATMENT FACILITY RE-ROOF)

CERTIFICATE HOLDER

City of Holly Hill
1065 Ridgewood Ave
Holly Hill FL 32117

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

Florida Farm Bureau® Casualty Insurance Co.
Florida Farm Bureau® General Insurance Co.
P.O. Box 147030
Gainesville, FL 32614-7030

1148241
NEXT DIMENSION CONSTRUCTION
SEE ITEM ONE - NAMED INSURED
12279 SE US HIGHWAY 441
BELLEVIEW FL 34420-7507

ABF1377350

Florida Farm Bureau Casualty Insurance Company
5700 S.W. 34th Street Gainesville, Florida 32608-5300

FARM BUREAU INSURANCE

POLICY DECLARATION
AMENDED

SUPERSEDES ANY PREVIOUS DECLARATION BEARING
THE SAME NUMBER FOR THIS POLICY PERIOD
REASON FOR AMENDMENT: Adding Vehicle

IMPORTANT MESSAGES

THIS IS NOT A BILL. Any premium change for this policy will be reflected on your next billing statement. Please do not disregard your current billing statement.

Your new Auto Identification Cards are on the next page.
Please remove and place in your vehicle(s).
Report claims anytime at www.FloridaFarmBureau.com or call 1-866-275-7322.

SEE BACK FOR UNINSURED MOTORIST COVERAGE OPTIONS.

Policy Number: 1377350 **Policy Type:** BUSINESS AUTO POLICY
Policy Period: From: 02/17/2025 To: 02/17/2026
(12:01 a.m. Standard time)

FORMS AND ENDORSEMENTS:

In Force: FFB CA 00 01 03 06 - BUSINESS AUTO POLICY
In Force: FFB CA 01 28 02 16 - FLORIDA CHANGES
In Force: ILFL 09 01 07 21 - DRIVEDOWN DEDUCTIBLE REWARDS ENDORSEMENT
In Force: IL 00 03 09 08 - CALCULATION OF PREMIUM
In Force: IL 00 21 09 08 - NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
In Force: CA 23 94 03 06 - SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE
In Force: FFB CA 02 67 11 12 - AMENDATORY ENDORSEMENT - CANCELLATION
In Force: CA 05 04 08 18 - FLORIDA PUBLIC OR LIVERY PASSENGER CONVEYANCE, TRANSPORTATION NETWORK AND ON-DEMAND DELIVERY SERVICES EXCLUSION
In Force: FFB CA 99 03 03 06 - AUTO MEDICAL PAYMENTS COVERAGE
In Force: FFB CA 22 10 01 13 - FLORIDA PERSONAL INJURY PROTECTION
In Force: FFB CA 21 72 10 09 - FLORIDA UNINSURED MOTORISTS COVERAGE - NONSTACKED
In Force: CA 99 23 12 93 - RENTAL REIMBURSEMENT COVERAGE

*** continued on next page ***

Named Insured and Mailing Address:

NEXT DIMENSION CONSTRUCTION
SEE ITEM ONE - NAMED INSURED
12279 SE US HIGHWAY 441
BELLEVIEW FL 34420-7507

Agent:
SCOTT J WILLIAMS, INC
Account Number: 09900001169940
Membership Number: 1148241
County: 42-1
Agent Code: 30293

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

NOTICE OF PREMIUM: The Total Policy Premium is: $ $77,154.00

NOTICE OF UNINSURED MOTORISTS COVERAGE OPTIONS:

FLORIDA FARM BUREAU GENERAL INSURANCE COMPANY / FLORIDA FARM BUREAU CASUALTY INSURANCE COMPANY

UNINSURED MOTORIST COVERAGE
PLEASE READ CAREFULLY

REQUIREMENTS:
Florida law requires that automobile liability insurance policies include Uninsured Motorist Coverage at limits equal to the bodily injury liability limits in your policy unless you select a reduced limit or reject Uninsured Motorist Coverage entirely. Florida law also requires that automobile liability insurance polices include Stacked Uninsured Motorist Coverage, unless you select Non-Stacked Uninsured Motorist Coverage. Uninsured Motorist Coverage limits cannot exceed the bodily injury liability limits on your policy.

DEFINITION:
Uninsured Motorist Coverage provides protection for bodily injury or death caused by a motor vehicle owner or operator that is uninsured, subject to the limitations and conditions contained in your policy. For the purposes of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury liability limits are less than your damages.

Non-Stacked Uninsured Motorist Coverage:
You may elect non-stacked Uninsured Motorist Coverage at a reduced premium. Under this type of coverage, if injury occurs in a vehicle owned or leased by you or any family member who resides with you, you will only be entitled to the amount of Uninsured Motorist Coverage purchased for that vehicle. If an injury occurs while occupying someone else's vehicle, or you are struck as a pedestrian, you are entitled to select the highest limit of Uninsured Motorist Coverage available on any one vehicle for which you are a named insured, insured family member, or insured resident of the named insured's household. Your policy will not apply if you select the Uninsured Motorist Coverage available under any other policy issued to you or to any other family member who resides with you.

Stacked Uninsured Motorist Coverage:
If you do not elect to purchase the non-stacked coverage, your policy limit(s) for each motor vehicle described in your policy are added together (stacked) to equal the total amount of Uninsured Motorist Coverage available for all covered injuries. Thus, your policy limits would automatically change during the policy term if you increase or decrease the number of autos covered under your policy.

The law also requires that we notify you at least annually of your available options in regard to Uninsured Motorist Coverage.

YOUR OPTIONS:
After reviewing your renewal policy, you may elect to change your present Uninsured Motorist Coverage option (refer to your renewal policy's declaration for your present option) by notifying us in writing that you:

1. select Uninsured Motorist Coverage with limits equal to your bodily injury liability limits; or
2. select Uninsured Motorist Coverage with limits lower than your bodily injury liability limits; or
3. reject Uninsured Motorist Coverage entirely.

If you have selected either **1.** or **2.** above, you may elect (by notifying us in writing) to purchase non-stacked Uninsured Motorist Coverage at a reduced premium.

If you had previously elected non-stacked Uninsured Motorist Coverage, you have the option (by notifying us in writing) to select stacked Uninsured Motorist Coverage at an additional premium.

Your policy will be renewed with the Uninsured Motorist Coverage shown on your renewal policy's declaration. If you desire to change your present Uninsured Motorist Coverage to one of the other options outlined above, please contact your Farm Bureau Agent. He or she will be glad to assist you in making this change in writing.

IL-UM-02 (02 06)

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

Florida Farm Bureau Casualty Insurance Company

5700 S.W. 34th Street Gainesville, Florida 32608-5300

POLICY DECLARATION

INFORMATIONAL NOTICES (not part of policy):

93-7-4223 (ED. 10-03) - NOTICE OF FLORIDA NO-FAULT (PIP) LAW OPTIONS
93-7-4228 (REV. 07-89) - CANCELLATION OR NON-RENEWAL INFORMATION
93-7-4229 (ED. 01-89) - RISK MANAGEMENT PROGRAM NOTICE
IL-UM-02 (02 06) - NOTICE OF UNINSURED MOTORISTS COVERAGE OPTIONS
93-7-4396 (Rev. 05/02) - A JOINT PRIVACY NOTICE
TOWING AND LABOR COVERAGE INFORMATION
93-7-4414 (01/06) - ADVISORY NOTICE TO POLICYHOLDERS

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

PLEASE NOTE: It is important that you carry insurance identification.
Please cut out the identification cards and place them in your vehicle(s). If additional cards are needed, please contact your Farm Bureau agent.

ID CARDS

FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD
FLORIDA FARM BUREAU INSURANCE COMPANIES

POLICY NUMBER	CO. NUMBER	EFFECTIVE DATE
ABF1377350	09222	02/17/2025

[X] Personal Injury Protection Benefits/ Property Damage Liability
[X] BODILY INJURY LIABILITY

NAMED INSURED
NEXT DIMENSION CONSTRUCTION
SEE ITEM ONE - NAMED INSURED

YEAR, MAKE, VIN
2024 RAM 3C7WRLAL4RG136718

P. I. P. Is Not Available On Motorcycles
NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD
FLORIDA FARM BUREAU INSURANCE COMPANIES

POLICY NUMBER	CO. NUMBER	EFFECTIVE DATE
ABF1377350	09222	02/17/2025

[X] Personal Injury Protection Benefits/ Property Damage Liability
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NAMED INSURED
NEXT DIMENSION CONSTRUCTION
SEE ITEM ONE - NAMED INSURED

YEAR, MAKE, VIN
2022 RAM 3C6LRVDG7NE103431

P. I. P. Is Not Available On Motorcycles
NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD
FLORIDA FARM BUREAU INSURANCE COMPANIES

POLICY NUMBER	CO. NUMBER	EFFECTIVE DATE
ABF1377350	09222	02/17/2025

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[X] BODILY INJURY LIABILITY

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SEE ITEM ONE - NAMED INSURED

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FLORIDA FARM BUREAU INSURANCE COMPANIES

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POLICY NUMBER	CO. NUMBER	EFFECTIVE DATE
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NEXT DIMENSION CONSTRUCTION
SEE ITEM ONE - NAMED INSURED

YEAR, MAKE, VIN
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NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

IN CASE OF AN ACCIDENT:
* Stop at once and investigate.
* If someone is hurt, obtain first aid by calling a doctor or hospital.
* Get names and addresses of all witnesses.
* Do not admit responsibility for accident.
* Give your Name and Address to injured person or police officer.
* Do not sign any statements or reports except official police reports.
* Report claims 24 hours a day, 7 days a week at www.FloridaFarmBureau.com or call 1-866-275 7322
* If you purchased Towing & Labor/Roadside Assist call 1-800-589-7400
* Your agent is: SCOTT J WILLIAMS, INC (352) 694-9800
* County Membership Number: 1148241

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* County Membership Number: 1148241

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

Florida Farm Bureau Casualty Insurance Company
5700 S.W. 34th Street Gainesville, Florida 32608-5300

POLICY DECLARATION
AMENDED
SUPERSEDES ANY PREVIOUS DECLARATION BEARING THE SAME NUMBER FOR THIS POLICY PERIOD
REASON FOR AMENDMENT: Adding Vehicle

Policy Number: 1377350 **Policy Type:** BUSINESS AUTO POLICY
Policy Period: From: 02/17/2025 To: 02/17/2026
(12:01 a.m. Standard time)

ITEM ONE - NAMED INSURED
NEXT DIMENSION CONSTRUCTION INC &/OR BRETT E VILLARREAL &/OR BLAINE M VILLARREAL.

Form of Named Insureds Business - INDIVIDUAL & CORPORATION

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED "AUTOS"

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the covered auto section of the business auto coverage form next to the name of the coverage.

COVERAGES	COVERED "AUTOS"	LIMIT- THE MOST WE WILL PAY FOR ANY ONE "ACCIDENT" OR LOSS	PREMIUM
LIABILITY INS. "Bodily Injury" and "Property Damage"	07	$1,000,000 Each "Accident"	$53,900
PERS. INJURY PROT.	05	No Deductible	$1,471
MEDICAL PAYMENTS	07	$5,000 Per Person	$445
UNINSURED MOTORIST Non-Stacked Cov.	02	$300,000 Each "Accident"	$5,139
PHYSICAL DAMAGE INS.		Actual Cash Value or Cost of Repair Whichever is Less, Minus Deductible Shown	
Comprehensive	07	$1000 Deductible	$6,538
Collision	07	$1000 Deductible	$9,604
		Premium for Endorsements	$57
		Estimated Total Premium	$77,154

* * * As a result of this transaction, your next billing statement will show a $4,555.00 charge. * * *

*** continued on back ***

Refer inquires to:
Agent: SCOTT J WILLIAMS
NE Ocala Office: (352) 694-9800

Change Effective: 02/17/2025
Process Date: 02/27/2025
FFB-DEC-AB (Ed. 08/04)

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

Florida Farm Bureau Casualty Insurance Company
5700 S.W. 34th Street Gainesville, Florida 32608-5300

FARM BUREAU INSURANCE

POLICY DECLARATION

ITEM THREE - SCHEDULE OF COVERED "AUTOS" YOU OWN

Unit(s)	Year	Description	Serial Number	Stated Amount
010	2022	RAM PROMASTER	3C6LRVAG5NE109488	
011	2021	RAM PICKUP	1C6RR6ST7MS563183	
012	2020	CHEV MALIBU	1G1ZD5ST8LF068427	
013	2022	RAM PICKUP	3C6JR6DGXNG429760	
014	2021	MITS OUTLANDER	JA4APUAU3MU002391	
015	2020	KIA FORTE	3KPF24AD2LE236805	
016	2021	RAM PICKUP	1C6RR6ST7MS586205	
017	2021	FORD RANGER	1FTER4EH5MLD12093	
018	2023	RAM PROMASTER	3C6LRVDG4PE509895	
019	2021	RAM PICKUP	1C6RR6ST1MS550283	
020	2023	RAM PROMASTER	3C6LRVDG2PE509894	
021	2022	RAM PICKUP	3C6JR6DG7NG429764	
022	2022	RAM PICKUP	1C6SRFFT8NN466859	
023	2021	FORD RANGER	1FTER1EH0MLD21377	
024	2011	FORD F-550	1FDUF5HT1BEB33170	
025	2022	RAM PICKUP	3C6JR6DG3NG429762	
026	2021	FORD RANGER	1FTER1EH2MLD21378	
027	2021	FORD RANGER	1FTER1EH6MLD15230	
028	2021	RAM PICKUP	1C6RR6ST3MS573614	
029	2022	RAM PICKUP	1C6SRFFT6NN466861	
030	2021	RAM PICKUP	1C6RR6ST6MS550280	
031	2022	RAM PICKUP	3C6UR5HJ5NG424415	
032	2023	RAM PICKUP	3C6UR5CL5PG539821	
033	2023	RAM PICKUP	3C6UR5CLXPG538969	
034	2023	RAM PICKUP	3C6UR5CL1PG539069	
035	1995	TRIPLE CROWN	1YB251865S1B1T457	
036	2023	TRIPLE CROWN	1W9BD1420P1654146	
037	2025	FORD MAVERICK	3FTTW8A38SRA31275	
038	2025	FORD MAVERICK	3FTTW8A34SRA07779	
039	2025	FORD MAVERICK	3FTTW8A31SRA31828	
040	2025	FORD MAVERICK	3FTTW8A38SRA31390	
041	2025	FORD MAVERICK	3FTTW8BA1SRA30790	
042	2025	FORD MAVERICK	3FTTW8A35SRA31007	
043	2025	FORD MAVERICK	3FTTW8A37SRA30795	
044	2025	FORD MAVERICK	3FTTW8BA6SRA30834	
045	2025	FORD MAVERICK	3FTTW8A33SRA06817	
046	2024	RAM PICKUP	3C7WRLAL4RG136718	
047	2022	RAM PROMASTER	3C6LRVDG7NE103431	

Premiums- Unit(s)	Liab	WC PIP	No WC PIP	Med Pay	Unins Mtrst	Comp	Coll	Deductible Comp	Deductible Coll	Total Premium
010	$1540		$39	$12	$140	$183	$239	1000	1000	$2153
011	$1540		$39	$12	$140	$174	$227	1000	1000	$2132
012	$931		$56	$15	$173	$117	$233	1000	1000	$1553*
013	$1540		$39	$12	$140	$183	$239	1000	1000	$2153
014	$931		$56	$15	$173	$149	$333	1000	1000	$1685*
015	$931		$56	$15	$173	$135	$260	1000	1000	$1598*
016	$1540		$39	$12	$140	$174	$227	1000	1000	$2132

*** continued on next page ***

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

Florida Farm Bureau Casualty Insurance Company
5700 S.W. 34th Street Gainesville, Florida 32608-5300

POLICY DECLARATION
AMENDED

SUPERSEDES ANY PREVIOUS DECLARATION BEARING
THE SAME NUMBER FOR THIS POLICY PERIOD
REASON FOR AMENDMENT: Adding Vehicle

Policy Number: 1377350 **Policy Type:** BUSINESS AUTO POLICY
Policy Period: From: 02/17/2025 To: 02/17/2026
(12:01 a.m. Standard time)

Premiums- Unit(s)	Liab	WC PIP	No WC PIP	Med Pay	Unins Mtrst	Comp	Coll	Deductible Comp	Deductible Coll	Total Premium
017	$1540		$39	$12	$140	$159	$186	1000	1000	$2076
018	$1540		$39	$12	$140	$208	$411	1000	1000	$2350
019	$1540		$39	$12	$140	$174	$227	1000	1000	$2132
020	$1540		$39	$12	$140	$208	$411	1000	1000	$2350
021	$1540		$39	$12	$140	$183	$239	1000	1000	$2153
022	$1540		$39	$12	$140	$183	$239	1000	1000	$2153
023	$1540		$39	$12	$140	$159	$186	1000	1000	$2076
024	$1604		$39	$12	$140	$104	$175	1000	1000	$2074
025	$1540		$39	$12	$140	$183	$239	1000	1000	$2153
026	$1540		$39	$12	$140	$159	$186	1000	1000	$2076
027	$1540		$39	$12	$140	$159	$186	1000	1000	$2076
028	$1540		$39	$12	$140	$174	$227	1000	1000	$2132
029	$1540		$39	$12	$140	$183	$239	1000	1000	$2153
030	$1540		$39	$12	$140	$174	$227	1000	1000	$2132
031	$1285		$39	$12	$140	$173	$309	1000	1000	$1958
032	$1540		$39	$12	$140	$192	$277	1000	1000	$2200
033	$1540		$39	$12	$140	$192	$277	1000	1000	$2200
034	$1540		$39	$12	$140	$192	$277	1000	1000	$2200
035	$207		$8	$2		$50	$60	1000	1000	$327
036	$207		$8	$2		$88	$117	1000	1000	$422
037	$1540		$39	$12	$140	$192	$277	1000	1000	$2200
038	$1540		$39	$12	$140	$192	$277	1000	1000	$2200
039	$1540		$39	$12	$140	$192	$277	1000	1000	$2200
040	$1540		$39	$12	$140	$192	$277	1000	1000	$2200
041	$1540		$39	$12	$140	$192	$277	1000	1000	$2200
042	$1540		$39	$12	$140	$192	$277	1000	1000	$2200
043	$1540		$39	$12	$140	$192	$277	1000	1000	$2200
044	$1540		$39	$12	$140	$192	$277	1000	1000	$2200
045	$1540		$39	$12	$140	$192	$277	1000	1000	$2200
046	$1604		$39	$12	$140	$188	$419	1000	1000	$2402
047	$1540		$39	$12	$140	$183	$239	1000	1000	$2153

*** continued on back ***

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

Florida Farm Bureau Casualty Insurance Company
5700 S.W. 34th Street Gainesville, Florida 32608-5300

POLICY DECLARATION

* Total Premium for this unit includes the endorsement premium shown below.

ENDORSEMENTS -

CA 9923 (ED. 12/93) - Rental Reimbursement Coverage

Unit(s)	Limits of Coverage	Premium
012	$30 Per Day, 30 Day Maximum	$19
014	$30 Per Day, 30 Day Maximum	$19
015	$30 Per Day, 30 Day Maximum	$19

Towing and Labor Coverage - $125 per Disablement of a private passenger "auto".
Unit(s)- 012,014,015.

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED "AUTO" COVERAGE AND PREMIUMS
Not Applicable

ITEM FIVE - SCHEDULE FOR EMPLOYERS NON-OWNERSHIP LIABILITY
Not Applicable

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug- free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☒ **Yes**
☐ **No**

Next Dimension Construction Inc Company	13624 S US Hwy 441 Address
BV. Vll Authorized Signature	Summerfield FL 34491 City, State, Zip Code
Blaine Villarreal President Printed Name & Title	352-857-1469 Telephone No.
procurement@nextdimensionconstruction Inc Email	N/A Fax No.

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Marion

Blaine Villarreal, being first duly sworn, deposes and says that:

He/she is President of Next Dimension Construction, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Next Dimension Construction Inc	13624 S US Hwy 441
Company	Address
B. Villarreal	Summerfield, FL 34491
Authorized Signature	City, State, Zip Code
Blaine Villarreal	352-857-1469
Printed Name & Title	Telephone No.
procurement@nextdimensionconstruction.com	N/A
Email	Fax No.

Subscribed and sworn to before me this 17 day of March, 2025.

Nina Garcia

Executive Assistant

Title

NINA GARCIA
Notary Public
State of Florida
Comm# HH503988
Expires 3/13/2028

My Commission Expires: 3/13/2028

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

ACKNOWLEDGEMENTS
RFP # 25-WA-01 Water Treatment Facility Re-Roof

To: City of Holly Hill
1065 Ridgewood
Ave Holly Hill, FL
32117

From : Insert Information
"Contractor"

The Contractor agrees to provide the Water Treatment Facility Re-Roof as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the Water Treatment Facility Re-Roof called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed one hundred eighty (180) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Contractor shall guarantee the Water Treatment Facility Re-Roof within ninety (90) calendar days from receipt of Notice to Proceed.

Dated this 17 day of March (Month), 2025 (Year)

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _____ / _____
(Signature) **(Print name)**

Address: _____

_____

_____

Telephone: (___)_____Fax: (_____) _____

Taxpayer Identification Number (TIN): _____

CORPORATION

By: [signature] / Blaine Villarreal
(Signature) **(Print name)**

Address: 13624 S US Hwy 441
Summerfield Fl. 34491

_____

Telephone: (352) 857-1469 Fax: (N/A) _____

Taxpayer Identification Number (TIN/EIN): 81-4676061

State Under Which Corporation Was Chartered:
Florida

Corporate President: Blaine Villarreal
(Print Name)

Corporate Secretary: Lukas Villarreal
(Print Name)

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

Corporate Treasurer: Brett Villarreal
(Print Name)

CORPORATE SEAL

Attest By: Lukas Villarreal **Secretary**

Signature: Lukas Villarreal **Date:** 3/17/25

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or thirty (30) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specific City which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

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

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:
1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

Company Name: Next Dimension Construction Inc

Authorized representative (printed): Blaine Villarreal

Authorized representative (signature): BV

Project Number: RFP 25-WA-01 Date: 3/17/2025

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: The Villages Center Community Development District
   Address: 984 Old Mill Run, The Villages, FL 32162 Point of
   Contact: David Salela
   Phone #: 352-753-4022 Email address: David.Salela@districtgov.org Service(s)
   Provided: Re-Roofs on several projects.

   Dates of Service: 2024 - 2025

2. Name of Company: Hampton Inn
   Address: 3601 SW 38th Ave Ocala, FL 34474 Point of
   Contact: Kristy Burns
   Phone #: 352-867-0300 Email address: Kristy.Burns@hilton.com Service(s)
   Provided: TPO roof repairs

   Dates of Service: 1/9/25 - 1/22/25

3. Name of Company: City of Bushnell
   Address: 407 N Market St Bushnell, FL 33513 Point of
   Contact: Morgan Wilson
   Phone #: 352-793-2591 Email address: mwilson@cityofbushnell.com Service(s)
   Provided: TPO re-roof on water plant

   Dates of Service: 9/20/24 - 11/8/24

4. Name of Company: City of Gainesville
   Address: 25 SE 2nd Place Gainesville FL 32601 Point of
   Contact: Betsy Waite
   Phone #: 802-282-3490 Email address: waiteed@cityofgainesville.com Service(s)
   Provided: Tile reroof on Hippodrome Theater

   Dates of Service: 8/22/24 - 9/24/24

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by Blaine Villarreal President (Print Individual's Name and Title)

for Next Dimension Construction Inc

(Print Name of Entity Submitting Sworn Statement)

whose business is Construction and roofing services

and (if applicable) its Federal Employer Identification Number (FEIN) is 81-4676061

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 17 day of March, 2025.

Personally known _____

OR produced identification _____

_____
(Type of Identification)

_____
(Notary)

Notary Public State of Florida

My commission expires: 3/13/2028

NINA GARCIA
Notary Public
State of Florida
Comm# HH503988
Expires 3/13/2028

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

VENDOR INFORMATION

Vendor is:
(X) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other_____(Explain)

Federal Employer Identification Number: 81-4676061

Firm Name: Next Dimension Construction Inc

Mailing Address: 13624 S US Hwy 441
Summerfield FL 34491

Telephone No.: 352-857-1461 Fax No.: N/A

Email Address: procurement@nextdimensionconstruction.com Web Address: www.nextdimensionconstruction.com

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: B. Villarreal

Name & Title Printed: Blaine Villarreal President

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

Affidavit of E-Verify Requirements Compliance

RFP 25-WA-01 Water Treatment Facility Re-Roof

The Contractor agrees to comply with Section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.095, Florida Statutes.

1. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement 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 subconsultant/subcontractor during the Agreement term.

2. That the Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Contractor further understands and agrees that in the event of such termination, the Contractor shall be liable to the City for any costs incurred by the City as a result of the Contractor's breach

Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Next Dimension Construction Inc
13624 SUS Hwy 441 Summerfield Fl 34491
Contractor Name and Address

Signature

Blaine Villarreal President
Name and Title

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

PROPOSAL PRICING FORM
RFP 25-WA-01
Water Treatment Facility Re-Roof

RFP Date: 3/18/25

TO: The City of Holly Hill, Florida

FROM: Next Dimension Construction Inc

Submitter is solely responsible for developing / determining / verifying for this contract work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all sub-contractor work, all taxes, all insurance, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Fee Proposal.**

Respondent must provide a fee proposal. All entries in the proposal must be made clearly in ink. Prices on the ***Proposal Form*** must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

In accordance with the RFP to provide the completed work for Water Treatment Facility Re-Roof for the City of Holly Hill, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Pricing Form** for the **Water Treatment Facility Re-Roof** as follows:

Total Base Bid: $103,069.70

Total Base Bid in Writing: One hundred three thousand Sixty-nine dollars and Seventy cents.

Alt Bid Reinstallation of Lighting Protection System: $15,375

The City reserves the sole prerogative whether or not to order / contract for any and all work listed in this proposal, and when the work is to be done, all in the best interests of the City. The respondent agrees that this proposal shall be good and may not be withdrawn for a period of 180 days after the opening of proposals.

Authorized Signature

Blaine Villarreal
President
Printed Name & Title

Next Dimension Construction Inc
Company

3/17/2025
Date

13624 S US Hwy 441
Address

Summerfield FL 34491
City, State, Zip Code

352-857-1469
Telephone No.

procurement@nextdimensionconstruction.com
Email Address.

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Next Dimension Contruction, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

13624 S US Hwy 441

Requester's name and address (optional)

6 City, state, and ZIP code

Summerfield, FL. 34491

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	1	–	4	6	7	6	0	6	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person [signature] Date May 15, 2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

HOLLY HILL
FLORIDA

RFP 25-WA-01
Water Treatment Facility Re-Roof
Addendum #1

1. Question: Hello, My name is Zoey and I am with New Standard Construction. We want to place a bid on this project but the Online quote/Bid button is not working. Can some one assist me on this? Thank you

   Answer: The bid packet needs to be completed and shipped or delivered in person per bid instructions.

2. Question: Is it possible for a General Contractor company to take part in the bidding process by subcontracting a roofing company?

   Answer: Yes, but the roofing company will need to be identified and their prior experience and capacity listed. The roofing company will need to be licensed to work in the State of Florida

3. Question: Regarding the section of the bid reference that requires multiple jobs related to the SOW of the RFP, is it acceptable to include jobs located outside of Florida?

   Answer: You may, but please note that roofing work needs to be done according to Florida Building Code, and the "experience" category of evaluation may be affected.

4. Question: We were in attendance yesterday at the pre-bid and we have only one concern. The screened enclosure over the water basin, sits on top of a low profile continuous concrete curb. We are assuming you intend for us to flash up to and under the aluminum cap flashing. If so, there is not much room, and we need to know exactly how much vertical height is available to accommodate the new tapered insulation and membrane. We were not able to test this location above the adjacent roof deck. The entire perimeter base flashing of screen enclosure must be a waterproof application after the existing roof system is removed and new system installed. Are there any structural or as-built drawings available?

   Answer: An original roof plan from 1969 has been uploaded to Vendor Link. Functional drainage is a requirement of this project, so additional site visits are available to those who need additional information.

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

5. Question: I am inquiring if you could please provide the roofing scope of work for this project? From all the documents I have seen there is no specification on roofing material simply a complete tear off and replacement with a new modified bitumen roof.

   Answer: An APP Modified Bitumen Roof is acceptable

6. Question: What is the scope at the abandoned curbs?

   Answer: Please leave the abandoned curbs in place

7. Question: What minimum thickness or R value is required for the tapered insulation at the drains?

   Answer: Per Florida Building Code requirements

8. Question: The existing roof flashing height at the screened in basin and doors are low at about 4" flashing height. Please advise if contractor should figure going back with same thickness as existing roof to keep existing heights the same?

   Answer: Please see Florida Building Code Section 15.03

9. Question: The existing lightweight is sloped 1/8" per ft. Please confirm 1/8" per ft tapered insulation is acceptable to match existing slope. Note: 1"/12 slope listed on scope of work is incompatible with the flashing heights at the screened area. If the higher slope is required, please advise if the screen wall will be modified by others and provide guidance on flashing details. Tapered iso is also not available in 1"/12 slope.

   Answer: Florida Building Code requires a minimum slope of ¼" per foot.

10. Question: The RFP lists liquidated damages to begin 90 days after notice to proceed. Can this be modified to be 90 days after the permit application is approved since that time period is outside of the contractor's control?

    Answer: The NTP will be issued only once permit is approved and materials received.

11. Question: The square footage on the scope of work seems high. Can you please confirm the scope only includes the flat roofs outlined below:

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

Answer: On the tar and gravel areas of the roof are to be replaced as indicated. The metal roofs are to remain at this time.

12. Question: The existing slopes on the scope of work seem inaccurate based on our site visit. Please advise.

    Answer: Slopes listed in scope of work were based on the triangulation of the slope through software and cannot be guaranteed for accuracy.

13. Question: The existing slopes on the scope of work seem inaccurate based on our site visit. Please advise.

    Answer: Slopes listed in scope of work were based on the triangulation of the slope through software and cannot be guaranteed for accuracy.

14. Question: Please confirm the existing lightweight concrete is to be torn off down to the existing concrete deck.

    Answer: Existing lightweight concrete is to be torn off down to the existing concrete deck.

15. Question: Please advise if a specific manufacturer is required or preferred.

    Answer: The City does not have a preference of a specific manufacturer.

16. Question: Please provide basis of design for the modified bitumen roof system. For example, is a 2 ply SBS torch applied system over adhered tapered polyiso and gypsum or asphaltic coverboard in low rise foam acceptable?

    Answer: The example provided is an acceptable methodology.

17. Question: The door threshold is low, should contractor include raising the door threshold and replacing the door with a shorter one?

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

Answer: Needs to meet minimum height requirements for doors.

18. Question: Please confirm scope item referencing replacement of turbines on roof is not applicable to this project since none exist.

    Answer: There are (3) exhausts on the roof that need to be replaced

19. Question: Please advise if only the top edge metal is to be replaced or if the ledge piece is also to be replaced.

    Answer: For the purposes of budding, please include both the top edge metal and ledge piece.

20. Question: Is a temp roof/vapor barrier required?

    Answer: Yes, the interior of the building must be protected at all times.

21. Question: Are there any wage requirements?

    Answer: No, this project is not federally funded and does not require Davis-Bacon prevailing wages.

22. Question: Is any interior protection required? If so, please specify scope and locations.

    Answer: Please see answer to question 20 above.

23. Question: Is any protection required at the screened basin? If so, please specify scope.

    Answer: Yes, a plastic barrier should be affixed to the screen to protect the water.

24. Question: Can you please advise on how any unforeseen mechanical, electrical or plumbing components below the finished roof surface, within the existing deck or below the existing deck are to be handled if it is discovered during the roofing project that they need to be addressed?

    Answer: In the event of unforeseen conditions, the contractor may request a change order. Change orders must be submitted to the City Project Manager and approved prior to the commencement of additional work.

25. Question: How will unforeseen material cost increases be handled?

    Answer: Material costs will be locked in upon mutual approval of proposal

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

26. Question: In regards to the existing lightning protection system, can you please advise if a UL Letter of Findings is acceptable or is a UL Master Label Certification required after installation?

    Answer: A UL Master Label Certification will be required.

27. Question: What type/finish/thickness of sheet metal is to be used for the gravelstop (i.e. 040 Kynar Aluminum)?

    Answer: According to Florida Building Code

28. Question: Please advise if curb extensions are to be included in the bid for the 3 exhaust fans.

    Answer: No, these are not included in the bid.

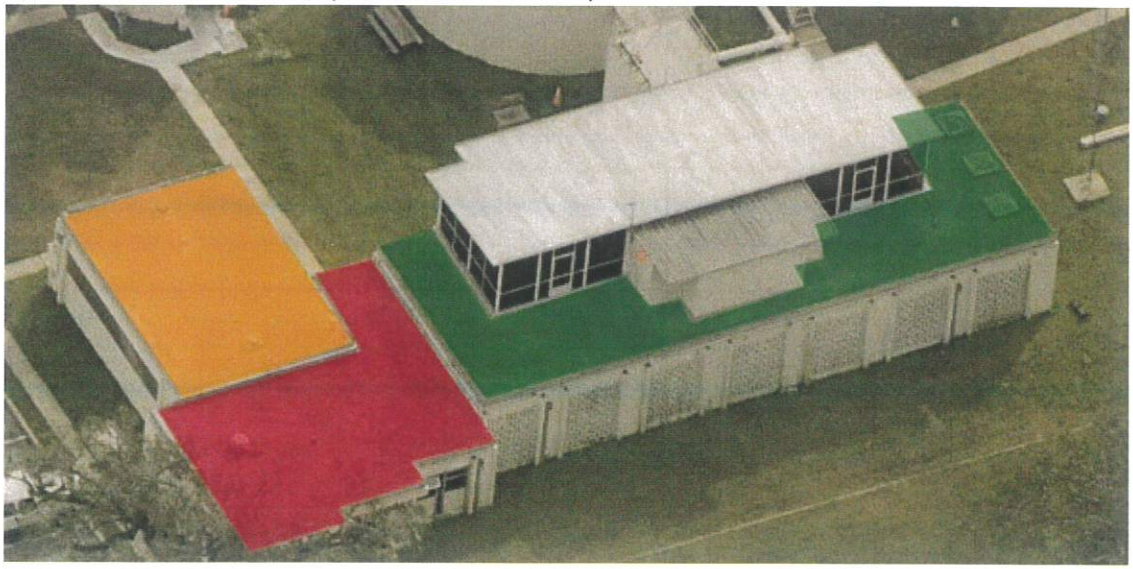
29. Question: Is contractor to include cost to raise/lower roof drains if required to accommodate new insulation thickness

    Answer: Yes

30. Question: The ITB is for the single building that is pictured in exhibit A?

    Answer: Yes

31. Question: Exhibit a scope of work stating 7400 SF of roof area, but only looking for 4000 SF of Mod Bit at this time (Shaded Color Areas)?



Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

Answer: Only the shaded areas are to be re-roofed.

32. Question: 1"/12" Slope - Tapered ISO System to drains requested. The roof_plans_and_details_1 Document only shows the orange and red area of the building. Are there drains and tapered insulation required for the Green Area Roof deck?
Answer: Yes

33. Question: Is a Cover Board required?

Answer: Work must be done in conformance to Florida Building Code.

ACKNOWLEDGEMENT OF ADDENDUM #1

Next Dimension Construction
Name of Bidder

Signature of Officer

President
Title of Officer

Attachment: Exhibit E - Next Dimension Construction Proposal (2025-R-29 : Water Treatment Facility Roof)

RFP #25-WA-01 Water Treatment Facility Re-Roof

Contractors Name	Commercial Experience (20 Points)	Staff Capacity (20 Points)	arranty (5 Points)	Cost	Cost Proposal (55 points)	Point Score	RANKIN G
TC Metal Roofing	18	15	5	$ 69,000.00	55.00	93.0	1
Advanced Roofing	20	20	2	$ 140,680.00	26.98	69.0	4
Overall Contractors Group	15	10	2	$ 82,900.00	45.78	72.8	3
Next Dimension Construction	19	15	5	$ 103,069.70	36.82	75.8	2

Reviewer Manuel Castro

RFP #25-WA-01 Water Treatment Facility Re-Roof

Contractors Name	Commercial Experience (20 Points)	Staff Capacity (20 Points)	Warranty (5 Points)	Cost	Cost Proposal (55 points)	Point Score	RANKING
TC Metal Roofing	16	10	0	$ 69,000.00	55.00	81.0	1
Advanced Roofing	20	20	5	$ 140,680.00	26.98	72.0	2
Overall Contractors Group	14	10	0	$ 82,900.00	45.78	69.8	3
Next Dimension Construction	18	10	0	$ 103,069.70	36.82	64.8	4

Reviewer

RFP #25-WA-01 Water Treatment Facility Re-Roof

Contractors Name	Commercial Experience (20 Points)	Staff Capacity (20 Points)	Warranty (5 Points)	Cost	Cost Proposal (55 points)	Point Score	RANKING
TC Metal Roofing				$ 69,000.00	55.00	55.0	1
Advanced Roofing				$ 140,680.00	26.98	27.0	4
Overall Contractors Group				$ 82,900.00	45.78	45.8	2
Next Dimension Construction				$ 103,069.70	36.82	36.8	3

Reviewer _____

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL
1065 Ridgewood Avenue Holly Hill, Florida 32117
www.hollyhillfl.org

Building, Zoning, Licensing & Inspections
386-248-9442
Fax 386-248-9498

City Clerk
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Fax 386-248-9448

City Manager
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Recreation
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Fax 386-248-9446

Utility Billing
386-248-9432
Fax 386-248-9448

Company Name:	Contact Name:	Title:
DBK Construction	Damon Kruid	CEO
Contact Email/Fax	Date	Referring Company: **TC Metal Roofing, LLC**
damon@godbk.com	March 20, 2025	

Reference Check Form

1. When did TC Metal Roofing provide services and for what type of project

2018- current (year) Multi family and commercial Roofing Projects (project)

2. Did you experience any conflicts with this firm? ☐ Yes ☑ No

3. Did company perform satisfactorily and invoice in a timely manner? ☑ Yes ☐ No

4. Was company easy to contact and communicate with? ☑ Yes ☐ No

5. Were there any change orders requested for the project? ☐ Yes ☑ No

Comments:

6. Would you recommend this company ☑ Yes ☐ No

Additional Comments: Great company to work with as they are transparent and communication was exceptional. Also their knowledge of the product is superior.

Printed Name: Damon Kruid Signature: [signature] Date: 3/20/25

Title: CEO

Please complete and return to Steven Juengst via email: sjuengst@hollyhillfl.org. If you have any questions or comments, please don't hesitate to call @ (386) 248-9418. Thank you in advance for your assistance and time.

Attachment: Exhibit G - References (2025-R-29 : Water Treatment Facility Roof)

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Fax 386-248-9448

Company Name:	Contact Name:	Title:
GSB Construction Inc	Kaley Holloway	Project Assistant
Contact Email/Fax kholloway@gsbconstructioninc.com	Date March 28, 2025	Referring Company: **TC Metal Roofing, LLC**

Reference Check Form

1. When did TC Metal Roofing provide services and for what type of project

2024 (year) Astor Library (project)

2. Did you experience any conflicts with this firm? ☐ Yes ☑ No

3. Did company perform satisfactorily and invoice in a timely manner? ☑ Yes ☐ No

4. Was company easy to contact and communicate with? ☑ Yes ☐ No

5. Were there any change orders requested for the project? ☐ Yes ☑ No

Comments:

6. Would you recommend this company ☑ Yes ☐ No

Additional Comments: This is the most recent project. We have worked with TC Metal Roofing on several projects with no issues. They are very responsive with quality wor

Printed Name: Kaley Holloway Signature: Kaley Holloway Date: 3/28/25

Title: Project Assistant

Please complete and return to Steven Juengst via email: sjuengst@hollyhillfl.org. If you have any questions or comments, please don't hesitate to call @ (386) 248-9418. Thank you in advance for your assistance and time.

Attachment: Exhibit G - References (2025-R-29 : Water Treatment Facility Roof)

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Fax 386-248-9446

Utility Billing
386-248-9432
Fax 386-248-9448

Company Name:	Contact Name:	Title:
Prime Construction Group, Inc	Wyatt Hazy	COO
Contact Email/Fax	Date	Referring Company: **TC Metal Roofing, LLC**
whazy@primeconstructiongroup.com	March 20, 2025	

Reference Check Form

1. When did TC Metal Roofing provide services and for what type of project

CURRENT (year) AVALON RD REPUMP FACILITY (project)

2. Did you experience any conflicts with this firm? ☐ Yes ☑ No

3. Did company perform satisfactorily and invoice in a timely manner? ☑ Yes ☐ No

4. Was company easy to contact and communicate with? ☑ Yes ☐ No

5. Were there any change orders requested for the project? ☑ Yes ☐ No

Comments:

Changes were due to design omissions.

6. Would you recommend this company ☑ Yes ☐ No

Additional Comments: TJ is very responsive and works through issues quickly.

Printed Name: Wyatt Hazy Signature: [signature] Date: 3/25/25

Title: COO

Please complete and return to Steven Juengst via email: sjuengst@hollyhillfl.org. If you have any questions or comments, please don't hesitate to call @ (386) 248-9418. Thank you in advance for your assistance and time.

Attachment: Exhibit G - References (2025-R-29 : Water Treatment Facility Roof)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **April 8, 2025**
FROM: **Joseph Forte**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Approving the Five-Year Renewal Agreement and Engagement Letter for Auditing Services with James Moore & Co., and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2025-R-30**
APPLICANT:
PLANNER:

DISCUSSION:

On June 23, 2020 by resolution 2020-R-28, The City Commission appointed an audit selection review committee pursuant to Florida Statute Section 218.391. The purpose and intent of the audit committee was to be an advisory committee to assist the City Commission in the selection of an auditor to perform the annual financial audit required by Florida Statute Section 218.39.

Pursuant to Resolution 2020-R28 The Audit committee performed their obligations and the city commission selected the audit firm of James Moore and Co.

Incorporated into the Agreement is a renewal option that reads, *"Upon completion of this engagement with the audit for the year ended September 30, 2024 new engagements can be entered into for up to two additional five-year periods, at the option of both parties. Any such engagements will be evidenced by a new engagement letter.*

The city manager and finance director negotiated new fees for the five-year renewal period which will now expire on September 30, 2029. Attached to this agenda item are new engagement letter for the city audit as well as the CRA audit.

FISCAL ANALYSIS:

The Audit is a budgeted item on an annual basis.

Description of Service	2025	2026	2027	2028	2029
City Audit	$54,200	$56,400	$58,700	$61,100	$63,600
Fire Pension	$6,100	$6,400	$6,700	$7,000	$7,300
Police Pension	$6,100	$6,400	$6,700	$7,000	$7,300

GASB 87/96 Assistance	$8,500	$8,900	$9,300	$9,700	$10,100
Total	$74,900	$78,100	$81,400	$84,800	$88,300
Single Audit (per Major Program)	$5,000	$5,200	$5,400	$5,600	$5,800
CRA Audit Fee	$6,500	$6,800	$7,100	$7,400	$7,700

STAFF RECOMMENDATION:

The City of Holly Hill Commission approves the first five-year renewal Agreement and engagement letter from James Moore & Co.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

The City of Holly Hill Commission approves the first five-year renewal Agreement and engagement letter from James Moore & Co.

ATTACHMENTS:

- COHH CRA Audit Eng Ltr. FY25 to FY29(PDF)
- City Audit Eng Ltr. FY25 to FY29 (PDF)

Resolution No. 2025-30

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FIVE-YEAR RENEWAL AGREEMENT AND ENGAGEMENT LETTER FOR AUDITING SERVICES WITH JAMES MOORE & CO., AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FIVE-YEAR RENEWAL AGREEMENT AND ENGAGEMENT LETTER FOR AUDITING SERVICES WITH JAMES MOORE & CO., AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill desires to continue to utilize the auditing services of James Moore & Co.; and

WHEREAS, James Moore & Co., has completed their first five year contractual agreement with the City of Holly Hill and both parties wish to renew the Agreement and engagement letter for the first of two additional five-year periods for the auditing services for the City and the Community redevelopment Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City Commission approves the first of two five-year renewal agreements and engagement letters.

SECTION 2. The City Commission authorizes the City Manager to execute the Agreement.

SECTION 3. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of APRIL, 2025.

JAMESMOORE

March 29, 2025

To the Honorable Mayor and CRA Commissioners,
City of Holly Hill Community Redevelopment Agency:

You have requested that we audit the financial statements of the governmental activities and each major fund of the City of Holly Hill Community Redevelopment Agency (the CRA) as of September 30, 2025, 2026, 2027, 2028, and 2029, and for the years then ended, and the related notes to the financial statements, which collectively comprise the CRA's financial statements. We are pleased to confirm our acceptance and our understanding of this by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), and in accordance with *Government Auditing Standards*, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP) as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) or budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules

Audit of the Financial Statements

We will conduct our audits in accordance with U.S. GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

Attachment: COHH CRA Audit Eng Ltr. FY25 to FY29 (2025-R-30 : Audit Services Agreement Renewal with James Moore & Co.)

As part of an audit in accordance with U.S. GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the CRA's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the CRA's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Reporting

We will issue a written report upon completion of our audit of the CRA's financial statements. Our report will be addressed to the governing body of the CRA. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Attachment: COHH CRA Audit Eng Ltr. FY25 to FY29 (2025-R-30 : Audit Services Agreement Renewal with James Moore & Co.)

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, upon completion of our audit.

Reporting on Key Audit Matters

Management has not requested that we communicate key audit matters in our auditors' report for this fiscal year.

Significant Risks Identified

We have identified the following preliminary significant risks of material misstatement as part of our audit planning, which are being communicated to comply with auditing standards and do not represent any specific finding and/or concerns related to the audit:

- Management override of internal controls
- Improper revenue recognition due to fraud or error
- Improper utilization of restricted revenues, including ineligible expenditures incurred by the CRA

Our final communication of significant risks identified will take place upon completion of our audit.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
4. For taking prompt action when instances of noncompliance are identified;
5. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
6. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
7. To provide us with:
    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements;

Attachment: COHH CRA Audit Eng Ltr. FY25 to FY29 (2025-R-30 : Audit Services Agreement Renewal with James Moore & Co.)

b. Additional information that we may request from management for the purpose of the audit; and
c. Unrestricted access to persons within the CRA and others from whom we determine it necessary to obtain audit evidence.
d. A written acknowledgement of all the documents that the CRA expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report.

8. For including the auditors' report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
9. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
10. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
11. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
12. For informing us of any known or suspected fraud affecting the CRA involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on compliance;
13. For the accuracy and completeness of all information provided;
14. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
15. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, if applicable, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Additional Examination Engagements

You have requested that we examine the CRA's compliance for the fiscal year ended September 30, 2025, 2026, 2027, 2028, and 2029, with the following statutes (collectively, "the Statutes"):

- Sections 163.387(6) and (7), Florida Statutes*, Redevelopment Trust Fund*

We are pleased to confirm our acceptance and our understanding of this direct examination engagement by means of this letter. Our examination will be conducted with the objective of obtaining reasonable assurance by evaluating whether the CRA complied in all material respects with the Statutes and performing other

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procedures to obtain sufficient appropriate evidence to express an opinion in a written practitioner's report that conveys the results of our evaluation.

Practitioner Responsibilities

We will conduct our examination in accordance with the attestation standards established by the AICPA. An examination involves performing procedures to obtain attest evidence about whether the CRA complied with the Statutes, in all material respects. An examination involves performing procedures to obtain evidence about the CRA's compliance with the Statutes. The nature, timing, and extent of procedures selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement of the underlying subject matter, whether due to fraud or error.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. However, we will inform you of any material noncompliance with laws or regulations, uncorrected misstatements, fraud, and when relevant to the underlying subject matter or subject matter information, internal control deficiencies that comes to our attention, unless clearly inconsequential.

Management Responsibilities

Our examination will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For ensuring the CRA complies with the Statutes;
2. For the design, implementation, and maintenance of internal control to prevent, or detect and correct, misstatement of or noncompliance with the Statutes, due to fraud or error;
3. For selecting the criteria for the evaluation of the CRA's compliance with the Statutes;
4. Determining that such criteria are suitable, will be available to the intended users, and are appropriate for the purpose of the engagement; and
5. To provide us with:
    a. Access to all information of which management is aware that is relevant to compliance with the Statutes, such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
    b. Additional information that we may request from management for the purpose of the examination; and
    c. Unrestricted access to persons within the CRA from whom we determine it necessary to obtain attest evidence.

As part of our examination process, we will request from you written confirmation concerning representations made to us in connection with the examination.

Reporting

We will issue a written report upon completion of our examination of the CRA's compliance with the Statutes. Our report will be addressed to the governing body. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Nonattest Services

We will perform the following nonattest services: preparation of financial statements. With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the CRA. However, we will provide advice and recommendations to assist management of the CRA in performing its responsibilities. The CRA's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Michele Moore, Finance Director) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process to monitor the system of internal control.

Our responsibilities and limitations of the engagement are as follows. We will perform the services in accordance with applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm may advise the CRA with regard to different matters, but the CRA must make all decisions with regard to those matters.

Any nonattest services performed by us do not constitute an audit performed in accordance with *Government Auditing Standards.*

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

We do not host, are not the custodian of, and accept no responsibility for your financial and non-financial data. You acknowledge that you have sole responsibility for the storage and preservation of your financial and non-financial data.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors' report to the date the financial statements are issued.

James Halleran is the service leader for the audit services specified in this letter. The service leader's responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the reports.

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Our fees for the audit of the financial statements and related services, including expenses, for each of the fiscal years included in this engagement letter are as follows:

Year Ending September 30,	CRA Audit Fee
2025	$ 6,500
2026	$ 6,800
2027	$ 7,100
2028	$ 7,400
2029	$ 7,700

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness, and accuracy of the CRA's records, and, for example, the number of general ledger adjustments required as a result of our work. We will also need your personnel to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance may result in an increase of our fees.

This engagement may be renewed for additional periods at the option of both parties in conjunction with any renewals options per our primary engagement letter for the audit of the City of Holly Hill, Florida's financial statements. Any renewals will be evidenced by a new engagement letter. All other applicable terms and conditions of our primary engagement letter are hereby incorporated into this engagement. Should any terms conflict, the terms outlined in the primary engagement letter shall prevail.

It is acknowledged by both parties that the audit requirement for the CRA was established by Chapter 2019-163, Laws of Florida, which amended Section 163.387(8), Florida Statutes, to require an audit for all community redevelopment agencies with a total of revenues or expenditures in excess of $100,000. Should this requirement not apply to the CRA in a given year, whether due to the financial activity of the CRA or an additional modification to the applicable statutes, the terms of this engagement letter shall not apply unless agreed upon by both parties.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the CRA's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and

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- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

The audit documentation for this engagement is the property of James Moore & Co., P.L. and constitutes confidential information. However, we may be requested to make certain audit documentation available to a grantor or their designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by laws or regulation, or to peer reviews. If requested, access to such audit documentation will be provided under the supervision of James Moore & Co., P.L. personnel. We will notify you of any such request. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

In the normal course of business, we use the services of third-parties and individual contractors, which are not employees of James Moore & Co., P.L. Those services are performed at various levels and in various aspects our engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement we may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require us to handle confidential information and we expects third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, we require those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Your acceptance of this arrangement acknowledges and accepts our handling of confidential information including access by third-party and individual service providers.

This engagement letter hereby incorporates any overall engagement terms outlined in the primary engagement letter for the CRA audit that have not been addressed herein.

We appreciate the opportunity to be of service to the CRA and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

James Moore & Co., P.L.

JAMES MOORE & CO., P.L.

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RESPONSE:

This letter correctly sets forth the understanding of the City of Holly Hill Community Redevelopment Agency.

By_____

Title_____

Date_____

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Attachment A James Moore and Co., P.L.
Standard Terms and Conditions

The terms and conditions set forth below are incorporated into the engagement letter pursuant to which James Moore & Co., P.L. ("JMCO", the "Firm", us and we) will provide services.

1. **Management's Responsibilities** – Management of Client is responsible for establishing and maintaining an effective internal control system. JMCO services may include advice and recommendations which management may or may not adopt. Client's management shall be fully and solely responsible for applying independent business judgment with respect to the services and work product provided by JMCO, to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in any advice, recommendations, services, reports, or other work product or deliveries to Client. Management is responsible for the safeguarding of assets, the proper recording of transactions in the books of accounts, the substantial accuracy of the financial records, and the full and accurate disclosure of all relevant facts affecting the engagement to JMCO. Client should retain all the documents, canceled checks, and other data that form the basis of income and deductions. If the engagement also includes tax services, these records may be necessary to prove the accuracy and completeness of tax returns to a taxing authority. Client has final responsibility for the tax return(s) and therefore should review the return(s) carefully before signing and filing.

2. **Responsible Person** – Client designates the individual signing the engagement letter ("Representative") as the individual to whom JMCO should look to provide information, communicate, and answer questions. Client understands that JMCO will rely on the Representative designated above and that decisions by the Representative may be beneficial to some and detrimental to others. JMCO is directed to rely on the Representative for all Client decisions including but not limited to tax treatments, allocation of income and expense items, tax elections and accounting treatments. All communication with the Representative is deemed to be communication with Client.

3. **Advice in Writing** – JMCO only provides advice for Client to rely upon in writing. Casual discussions of tax, accounting or other issues and informal communication are not advice upon which Client can rely. Client agrees that the only advice from JMCO upon which Client may rely is written advice received from JMCO on our letterhead or via e-mail individually addressed to Representative or an individual member of the Client (newsletters and the like are not advice upon which Client may rely).

4. **Unencrypted E-Mail Use Authorized for Communication** – In connection with this engagement, JMCO may communicate with Client or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, JMCO cannot guarantee or warrant that e-mails from JMCO will be properly delivered and read only by the addressee. Therefore, JMCO specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted by JMCO in connection with the performance of this engagement. In that regard, Client agrees that JMCO shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information. During the term of this engagement Client may elect by notification in writing to JMCO to suspend or terminate the use of e-mail. Similarly, text messages present special issues for our profession, and we ask that you refrain from engaging with JMCO via text message.

5. **Cooperation** – Client agrees to cooperate with JMCO in the performance of JMCO services for the Client, including providing JMCO with reasonable facilities and timely access to Client's data, information and personnel. Client shall be responsible for the performance of Client's employees and agents and for the accuracy and completeness of all data and information provided to JMCO for purposes of this engagement. In the event that JMCO is unable to obtain required information on a timely basis JMCO may revise its estimate of fees, alter the services required and/or terminate the engagement.

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6. **Payment of Invoices** – JMCO will bill Client for professional services, expenses, and out-of- pocket costs on a monthly basis. Payment is due within 30 days of the date on the billing statement. JMCO reserves the right to suspend work or terminate the engagement in the event that payment is not received within 30 days of the date on the billing statement. JMCO may also suspend work or terminate the engagement if information furnished is not satisfactory for JMCO to perform work on a timely basis. JMCO will notify Client if work is suspended or terminated. If JMCO elects to terminate or suspend the engagement for nonpayment or for any other reason provided for in this letter, the engagement will be deemed to have been completed for purposes of payment due from Client. Upon written notification of termination or suspension, even if JMCO has not released work product, Client will be obligated to compensate JMCO for all time expended and to reimburse JMCO for all out-of-pocket costs through the date of termination or suspension. Suspension of work or termination of services may result in missed deadlines, penalties/interest along with other consequences and Client agrees that suspended work or termination of services shall not entitle Client to recover damages from JMCO. All fees, charges and other amounts payable to JMCO hereunder do not include any sales, use, value added or other applicable taxes, tariffs or duties, payment of which shall be the sole responsibility of Client, excluding any applicable taxes based on JMCO's net income or taxes arising from the employment or independent contractor relationship between JMCO and JMCO's personnel. A late payment charge of 1½% per month will be assessed on any balance that remains unpaid after deduction of current payments, credits, and allowances after 90 days from the date of billing. This is an Annual Percentage Rate of 18%.

7. **Electronic Data Communication** – In the interest of facilitating our services to you, JMCO may send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to Client may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data. In using these data communication and storage methods, JMCO employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require all of our third-party vendors to do the same. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

8. **Confidential & Proprietary Information** – Client and JMCO both acknowledge and agree that all information communicated by one party (the "Disclosing Party") to the other (the "Receiving Party") in connection with this engagement shall be received in confidence, shall be used only for purposes of this engagement, and no such confidential information shall be disclosed by the Receiving Party or its agents or personnel without the prior written consent of the other party. Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, (b) was known to the Receiving Party or had been previously possessed by the Receiving Party without restriction against disclosure at the time of receipt thereof by the Receiving Party, (c) was independently developed by the Receiving Party without violation of this engagement letter or (d) Client and JMCO agree from time to time to disclose. Each party shall be deemed to have met its nondisclosure obligations under this paragraph as long as it exercises the same level of care to protect the other's information, except to the extent that applicable law, regulations or professional standards impose a higher requirement. JMCO may retain, subject to the terms of this Paragraph, one copy of Client's confidential information required for compliance with applicable professional standards or internal policies. If either Client or JMCO receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall (if permitted to do so) provide written notice to the other of such demand in order to permit it to seek a protective order. So long as the notifying party gives notice as provided herein, the notifying party shall be entitled to comply with such demands to the extent permitted by law, subject to any protective order or the like that may have been entered into in the matter. In the event that Client wishes to assert a privilege or Client fails to respond and JMCO asserts the privilege on Client's behalf, Client agrees to pay for all expenses incurred by JMCO in defending the privilege, including, by way of illustration only, JMCO's attorney's fees, court costs, outside adviser's costs, penalties and fines imposed as a result of Client asserting the privilege or Client's direction to JMCO to assert the privilege. JMCO's techniques, judgments, methodology, and practices relating to its engagement practices are agreed by Client and JMCO to constitute proprietary confidential business information in the nature of trade secrets, security measures, systems and procedures which are in the nature of competitive interests which would impair the competitive business of JMCO should the information be released. Notwithstanding the foregoing, the terms of this paragraph shall not apply to contravene any statute or regulation.

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9. **Disclosures** – Certain communications involving advice are privileged and not subject to disclosure. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, Client, Client's employees or Client's agents may be waiving this privilege. To protect this right to privileged communication, please consult with JMCO or an attorney prior to disclosing any information about JMCO advice. Should Client determine that it is appropriate for JMCO to disclose any potentially privileged communication; Client agrees to provide JMCO with written, advance authority to make that disclosure. We will not respond to any request from banks, mortgage brokers or others for verification of any information. We do not communicate with third parties or provide them with copies of your information.

10. **Tax Services** – If the engagement letter specifically includes providing tax services the following provisions apply to the tax services for this engagement:

    a. Tax services do not include verification of the information you submit to us although we may ask that you clarify certain information. Our tax work does not include any procedures designed to detect fraud, theft or illegal acts.
    b. We will prepare the tax returns identified in the scope of the engagement letter solely for filing with the Internal Revenue Service ("IRS"), state, and local tax authorities. Our tax work is not intended to benefit or influence any third party, either to obtain credit or for any other purpose.
    c. Unless otherwise noted, we will perform our services in accordance with the Statement on Standards for Tax Services ("SSTSs") issued by the American Institute of Certified Public Accountants and U.S. Treasury Department Circular 230 ("Circular 230") along with the Internal Revenue Code, accompanying Regulations, Treasury Department pronouncements and applicable state laws, rules and regulations.
    d. We will not hold your property in trust for you, or otherwise accept fiduciary duties in the performance of the engagement.
    e. We will use our professional judgment to resolve questions in your favor where a tax law is unclear, provided that we have a reasonable belief that there is substantial authority for doing so. If there are conflicting interpretations of the law, we will explain the possible positions that may be taken on your return. We will follow the position you request, provided it is consistent with our understanding of the applicable tax code, tax laws, tax regulations, and their interpretations. If the IRS, state or local tax authorities later contest the position you select, additional tax, interest, and penalties may be assessed. We assume no liability, and you hereby release us from any liability, including but not limited to, additional tax, interest, penalties, and related professional fees.
    f. If additional accounting or bookkeeping assistance is required for the purpose of preparing tax returns that work will be an additional fee.
    g. If, during our work, we discover information that affects prior-year tax returns, we will make you aware of the facts. However, we cannot be responsible for identifying all items that may affect prior-year returns. If you become aware of such information during the year, please contact us to discuss the best resolution of the issue. We will be happy to prepare appropriate amended returns as a separate engagement.
    h. This engagement does not include responding to inquiries by any governmental agency or tax authority. If your tax return is selected for examination or audit, you may be requested to produce documents, records, or other evidence to substantiate the items of income and deduction shown on a tax return. If you request our assistance in responding to such an inquiry, and we agree to represent you, we will confirm this engagement in a separate Statement of Work.
    i. As tax return preparers, we are prohibited from signing a tax return unless we have a reasonable belief that there is substantial authority for a tax position taken on the tax return or we have a reasonable basis for the tax return position taken on the return and we disclose this tax position in a separate attachment to the tax return.
    j. The law imposes substantial penalties on taxpayers and tax advisors for failure to disclose listed and other reportable transactions on Form 8886, Reportable Transaction Disclosure Statement. In general, reportable transactions are potentially abusive transactions identified by the IRS that have a primary purpose of tax avoidance, including but not limited to listed transactions, confidential transactions, transactions with contractual protection, loss transactions, and transactions of interest. Furthermore, the law imposes substantial penalties on taxpayers and tax advisors for failure to disclose tax shelters on Form 8271, Investor Reporting of a Tax Shelter Registration Number. You agree to advise us of any tax shelters and/or reportable transactions identified in tax reference materials. Unless a reportable transaction is more likely than not to be sustained on its merits, IRC §6662A, Imposition of Accuracy-Related Penalty on Understatements with Respect to Reportable Transactions, requires us to disclose the reportable transaction in a separate attachment to the tax return. Similarly, unless a tax shelter is more likely than not to be sustained on its merits, IRC §6662(d)(2)(C)(ii), Imposition of Accuracy-Related Penalty on Underpayments, requires us to disclose tax shelters in a separate attachment to the tax return. If you do not consent to a required disclosure, we reserve the right to withdraw from the engagement, and you agree to compensate us for our services to the date of withdrawal.

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k. For series 1040 tax returns, we will not disclose your confidential tax information to another tax return preparer other than required by law or regulation without your consent. For tax returns other than the 1040 series, you authorize us to disclose your current year tax return information to our affiliates located outside the United States for the purposes of assisting us in preparation of your current year tax return. You acknowledge that by signing this engagement letter you consent that your current year non-1040 series tax return information will be disclosed to tax return preparers abroad when those affiliates are engaged to assist in preparation of your tax return.

l. You will provide us financial information and supporting data necessary to prepare your tax returns. You must provide us accurate and complete information. Income, gains and losses from all sources, including those outside the U.S., is required. You agree and accept the burden that the consequences of inadequate documentation may include disallowance of tax benefits.

m. You are responsible for ensuring that personal expenses, if any, are segregated from business expenses and that expenses such as meals, travel, vehicle use, gifts, and related expenses are supported by documentation and records required by the IRS and other tax authorities. In preparing your returns, we rely on your representations that we have been informed of all bartering transactions and that you understand and have complied with the documentation requirements for your expenses and deductions. At your written request, we are available to provide you with written answers to your questions on the types of supporting records required.

n. On June 21, 2018, the U.S. Supreme Court reversed the long-standing physical presence nexus standard in South Dakota v. Wayfair, Inc. et. al. This decision significantly changed the landscape of sales and use tax compliance, especially for online sellers. If you wish to understand the impact of the decision on your business, please so advise and we will confirm this in a separate Statement of Work.

o. You are responsible for determining your tax filing obligations with any state or local tax authorities, including, but not limited to, income, franchise, sales, use, property or unclaimed property taxes. You agree that we have no responsibility to research these obligations or to inform you of them. Therefore, we will only prepare the tax returns for the entities and tax agencies listed in the engagement letter, unless you notify us in writing of any changes. Please contact us if you require assistance in determining your state and local tax filing obligations.

p. You are responsible for informing us of all foreign transactions, assets owned directly or indirectly, including but not limited to, financial accounts with foreign institutions, other foreign non-account investments, and ownership of any foreign entities, regardless of amount. If upon review of the information you have provided to us, including information that comes to our attention, we believe that you may have additional filing obligations, we will notify you. Failure to timely file the required forms may result in substantial civil and/or criminal penalties. You agree to provide us with complete and accurate information regarding any foreign investments in which you have a direct or indirect interest, or over which you have signature authority, during the tax years to which this engagement applies. The foreign reporting requirements are very complex. If you have any questions regarding the application of the reporting requirements for your foreign interests or activities, please ask us and we will respond in writing. Only advice that is in writing may be relied upon. We assume no liability for penalties associated with the failure to file or untimely filing of any of these forms.

q. You are responsible for complying with the tax filing requirements of any other country. You acknowledge and agree that we have no responsibility to raise these issues with you.

r. You are responsible for advising us of any changes in ownership so we can properly reflect those on the tax returns.

s. The IRS permits you to authorize us to discuss, on a limited basis, aspects of your return for one year after the return's due date. Your consent to such a discussion is evidenced by checking a box on the return. Unless you tell us otherwise, we will check that box authorizing the IRS to discuss your return with us.

t. By executing this engagement letter, you consent to JMCO using your tax return information to send to you, by any medium: firm newsletters, surveys, press releases, information concerning firm seminars and nontax-related services, and any other communication sent to some or all of the firm's clients. This consent shall be valid for five years. The disclosure will include name, address and tax return form type and you acknowledge, by signing this engagement letter, that you have the right to consent to a disclosure of less information, but have decided, without coercion, that you consent to the disclosure of name, address and tax return form type. This consent is not conditioned on our providing services to you.

u. It may become necessary to apply for an extension of the filing deadline if there are unresolved issues or delays in processing, or if we do not receive all the necessary information from you on a timely basis. Applying for an extension of time to file may extend the time available for a government agency to undertake an audit of your return or may extend the statute of limitations to file a legal action. All taxes owed are due by the original filing due date. Additionally, extensions may affect your liability for penalties and interest or compliance with governmental or other deadlines.

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v. Federal, state and local taxing authorities impose various penalties and interest charges for non-compliance with tax laws and regulations, including failure to file or late filing of returns and underpayment of taxes. You, as the taxpayer, remain responsible for the payment of all taxes, penalties and interest charges imposed by tax authorities.

w. You authorize that any and all information furnished to us for or in connection with the preparation of tax returns other than 1040 series returns under this engagement letter may, for a period of up to three years from the date of this engagement letter, be disclosed to our designated third-party services, located outside the United States, engaged directly or indirectly in providing tax planning or preparation of tax returns. If you wish to request a limited disclosure of tax return information, you must inform us.

x. There are specific tax implications of investing in digital assets (e.g., virtual currencies such as Bitcoin, non-fungible tokens, virtual real estate and similar assets). The IRS and some other jurisdictions consider these to be property for tax purposes. As such, any transactions in, or transactions that use, digital assets are subject to the same general tax principles that apply to other property transactions.

y. If you transacted in digital assets during the tax year, you may have tax consequences and/or additional reporting obligations associated with such transactions. You agree to provide us with complete and accurate information regarding any transactions in, or transactions that have used, digital assets during the applicable tax year. If you have any questions regarding your digital assets and/or transactions, please ask us, and we will respond in writing.

z. Centralized Partnership Audit Regime Under the Bipartisan Budget Act of 2015(BBA) - You are encouraged to seek the advice of your attorney for matters related to the BBA. The regime of partnership (and entities that file 1065 series returns) audits was substantially changed in 2018 as part of the BBA. Form 1065 partnership pass-thru entity filers are generally audited and assessed at the entity level under the BBA. Some partnership filing entities are eligible to opt out of the BBA while other entities may elect to opt in. Each year a partnership must consider (if it is eligible) whether to opt in or out of the BBA. Your attorney can help with this election. If this engagement is for a pass-thru entity subject to these audit rules, our engagement does not include advising on whether to opt in or opt out of the BBA. If you choose to opt in to the BBA and will so elect on your tax filing, we will require additional information to complete the return. If you choose to opt in, the entity will need to designate an individual (and it may also designate an entity) to serve as partnership representative and provide the address and telephone number of that individual so designated.

11. **Force Majeure** – Neither Client nor JMCO shall be liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, epidemic, strike or labor dispute, war or other violence, or any law, order or requirement of any government agency or authority.

12. **Indemnification** – Client, its officers and directors hereby agrees to indemnify; agrees to pay for the defense (with counsel of JMCO's choosing) of JMCO, (including JMCO's principals, employees and authorized agents) and agrees to hold JMCO harmless from any and all suits, claims, actions, proceedings, liabilities, judgments, losses and costs whatsoever (including but not limited to attorneys' fees and litigation costs) arising in connection with any services performed or products provided by JMCO pursuant to, or under the cover of this engagement letter (Indemnity) as described in this paragraph. This Indemnity relates only to circumstances (1) in which there is a knowing misrepresentation by Client and/or its management relating to this engagement (2) arising out of or relating to claims by Client's employees or former employees/contractors for our critiques of employee performance (3) third party use of JMCO work product and (4) posting or dissemination of partial and/or inaccurate copies of our reports and/or workproduct.as described in 24 below. The foregoing indemnity is intended to apply to the extent not contrary to applicable law and/or regulations governing the provision of professional services. This provision shall survive the termination of this engagement for a period of five years. **Notwithstanding the foregoing, the provisions of this paragraph shall not apply to Client when JMCO provides attest services to a Securities Exchange Commission Registrant Public Entity, Employee Benefit Plan, Bank, Credit Union or any other entity for which the terms of this paragraph shall be prohibited by law or regulation.**

Attachment: COHH CRA Audit Eng Ltr. FY25 to FY29 (2025-R-30 : Audit Services Agreement Renewal with James Moore & Co.)

13. **Errors, Fraud, Theft, Embezzlement, Illegal Acts** – Unless our engagement letter specifically obligates JMCO to search for fraud, theft, embezzlement and/or illegal acts, JMCO services cannot be relied upon to disclose errors, fraud, theft, embezzlement or other illegal acts that may exist, nor will we be responsible for the impact on our services of incomplete, missing, or withheld information, or mistaken or fraudulent data provided from any source or sources. However, we will inform you of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. Client is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing JMCO about all known or suspected fraud affecting Client involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial information. Client responsibilities include informing JMCO of Client knowledge of any allegations of fraud or suspected fraud affecting Client received in communications from employees, former employees, regulators, or others. In addition, Client is responsible for identifying and ensuring that the Client complies with applicable laws and regulations.

14. **Document Retention and Ownership** – The parties agree that JMCO will endeavor to retain documents and records in accordance with the Firm's Record Retention and Destruction Policy. Client agrees that after the specified period of retention expires (typically seven (7) years), documents and records may not be available. However, the related engagement records will not be destroyed regardless of the retention period, if JMCO has knowledge of potential or pending legal action and/or investigation by a regulatory agency, and it has been determined by the Firm that the records in question are relevant to said legal action and/or investigation. If it is determined that the records in question are relevant to the legal action and/or investigation, the Firm will impose a litigation hold on the records thereby suspending the scheduled destruction of the records. As potential or pending legal action or an investigation may not be public knowledge, we request that you inform us of any such legal action or investigation in a timely manner. Likewise, we request that you inform us when all legal action or investigation has been concluded so that the Firm can release the litigation hold and the records related to our engagement can be destroyed in accordance with our Record Retention and Destruction Policy. JMCO does not retain original client records or documents. Records prepared by us specifically for you as part of this engagement (for example, financial statements and other financial reports, tax returns, general ledgers, depreciation schedules, etc.) and other supporting records prepared by JMCO (for example, adjusting entries and related support, data combining schedules, calculations supporting amounts in tax returns and financial statements, letters, memos and electronic mail, etc.) will remain part of the engagement records. When any records are returned or provided to you, it is your responsibility to retain and protect them for possible future use, including potential examination by any government or regulatory agencies. JMCO owns and retains the rights to JMCO's internal working papers; any information created by JMCO is not the property of Client. In the event that documents are requested by the Representative or any other individual considered by law or regulation to be our client we will furnish the documents readily available in the Client file in a .pdf format (which shall not include any obligation on JMCO's part to undertake a search of JMCO's electronic document and email files) to the requesting party. The privacy policy of JMCO is available on our website at JMCO.com/privacy-policy/

15. **Hosting of Client Data** – JMCO does not Host, is not the custodian of, and accepts no responsibility for Client financial and non-financial data. Client acknowledges that it has sole responsibility for the storage and preservation of its financial and non-financial data.

16. **Brokerage Information** – From time-to-time Client may arrange and/or provide information to JMCO that includes investment holdings, transactions, arbitrage positions and investment strategies in addition to other asset holdings. JMCO utilizes information provided for purposes of financial statements and tax filings. JMCO does not provide investment analysis, strategies and/or risk analysis of investment portfolios. A JMCO affiliate, James Moore Wealth Management, LLC, a registered investment advisor, does provide investment advice under the terms of separate engagement understandings. Clients desiring services from James Moore Wealth Management, LLC should establish a separate understanding for those services. JMCO does not share information with James Moore Wealth Management, LLC, absent a specific written understanding with Client. Client agrees that this engagement does not include evaluation of investments, transaction and strategies.

17. **Professional Standards** – JMCO will perform this engagement in accordance with the professional standards applicable to the engagement including those standards promulgated by the American Institute of Certified Public Accountants. In the event that issues arise that present a conflict of interest and/or a potential for breach of professional standards it may become necessary to terminate or suspend services of this engagement. We will notify you if this issue arises.

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18. **Use of Third-Party Providers** – In the normal course of business, JMCO uses the services of third-parties and individual contractors, which are not employees of JMCO. Some third-party providers are located inside, and some are outside the United States. You may notify us that you do not wish to have your work done by third-party providers, which may delay the completion of services and increase the price for services to amounts in excess of initial estimates. Those third-party services are performed at various levels and in various aspects of JMCO's engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement JMCO may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require JMCO to handle confidential information and JMCO expects third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, JMCO requires those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Client acceptance of this arrangement acknowledges and accepts our handling of confidential Client information including access by third-party and individual service providers.

19. **Information Shared with Professional Service Affiliates** – JMCO's professional service affiliates include James Moore Advisory, LLC which offers professional services including Human Resources, Technology and Data Analytics. From time-to-time JMCO shares information about entity (not individuals) clients such as name, address, email address, industry identifiers, enterprise size, contacts and phone number information with our professional service affiliates in connection with outreach programs to inform of services available through JMCO and its affiliates. No other information is shared with our affiliates unless you engage an affiliate to provide services at which time information necessary to provide services is shared between JMCO and its professional service affiliates. By signing the engagement letter, you expressly consent to the sharing of general information with JMCO's professional service affiliates about JMCO entity clients. If you do not agree to the sharing of information with our professional service affiliates, inform us and we will not share identified information.

20. **Limitation of Liability and Actions** – Neither party may assert against the other party any claim in connection with this engagement unless the asserting party has given the other party written notice of the claim within one (1) year after the asserting party first knew or should have known of the facts giving rise to such claim. Notwithstanding anything to the contrary, JMCO's maximum aggregate liability in this engagement (regardless of the nature of the any claim asserted, including contract, statute, any form of negligence, tort, strict liability or otherwise and whether asserted by Client, JMCO or others) shall be limited to twice the sum of the fees paid to JMCO during the term of this annual engagement. In no event shall JMCO be liable for consequential, incidental, special or punitive loss, damage or expense (including, without limitation, lost profits, opportunity costs, etc.) even if JMCO had been advised of their possible existence. This provision shall survive the termination of this engagement letter. **Notwithstanding the foregoing, the provisions of this paragraph shall not apply to Client when JMCO provides attest services to a Securities Exchange Commission Registrant Public Entity, Employee Benefit Plan, Bank, Credit Union or any other entity for which the terms of this paragraph shall be prohibited by law or regulation.**

21. **Mediation** – Prior to resorting to arbitration or litigation that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement the parties agree to attempt resolution of any dispute in mediation administered by and conducted under the rules of the American Arbitration Association (AAA) in mediation session(s) in Alachua County, Florida. Unless the parties agree in writing to the contrary, the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. The results of any such mediation shall be binding only upon agreement of each party to be bound. Each party may disclose any facts to the other party or to the mediator that it in good faith considers reasonably necessary to resolve the dispute. However, all such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in any subsequent proceeding against the disclosing party. Except as agreed to in writing by both parties, the mediator shall keep confidential all information disclosed during mediation. The mediator shall not act as a witness for either party in any subsequent proceeding between the parties. The costs of any mediation proceeding shall be shared equally by the participating parties. If, for any reason, the matter is not resolved within ninety days after the first request for mediation, then mediation shall not be required under the terms of this engagement letter.

22. **Binding Arbitration** – All disputes not resolved by mediation (as described above) arising out of and/or related to the services and/or relationship with JMCO and Client will be resolved through binding arbitration. **The parties agree that they are irrevocably voluntarily waiving the right to a trial by jury by entering into this voluntary binding arbitration agreement.** The arbitration proceeding shall take place in Alachua County, Florida. The arbitration shall be governed by the provisions of the laws of Florida (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the substantive law of Florida shall be applied without reference to conflicts of law rules. In any arbitration instituted hereunder, the proceedings shall proceed in accordance with the then current Arbitration Rules for

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Professional Accounting and Related Disputes or, if none, then the Commercial Rules of the American Arbitration Association (AAA), except that discovery shall be limited to identification of witnesses, exchange of expert reports, deposition of experts only, exchange of documents in the Client file and interrogatories and shall not include any exchange of e-mail or any requirement to produce or search for e-mail. Any Dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitration Panel (as defined below). For amounts in dispute less than One Million Dollars, the arbitration shall be conducted before a single arbitrator appointed as a neutral by the AAA. The single arbitrator shall be both a licensed attorney and a licensed certified public accountant at the time of appointment as the arbitrator. If the amount in dispute is One Million Dollars or more, the arbitration shall be conducted before a panel of three persons, all panel members must be members of the AAA's panel of neutrals with one arbitrator selected by each party (party selection shall be completed within twenty days of receipt of the panel nominees from the AAA or, failing party selection the panel members shall be appointed by the AAA), and the third member of the panel will be selected by the AAA will be licensed as a certified public accountant at the time of appointment to the panel (the "Arbitration Panel"). The party-selected arbitrators shall be treated as neutrals. The Arbitration Panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a state or federal court. The parties also waive the right to punitive damages and the arbitrators shall have no authority to award such damages or any other damages that are not strictly compensatory in nature. In rendering their award, the Arbitration Panel shall issue a reasoned award. The Arbitration Panel is directed to award attorneys' fees and costs along with the costs of the arbitration proceeding to the prevailing party as determined by the Arbitration Panel. The confidentiality provisions applicable to mediation shall also apply to arbitration. The award issued by the Arbitration Panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. In no event shall a demand for arbitration be made after the date on which the initiation of the legal or equitable proceeding on the same dispute would be barred by the applicable statute of limitations or statute of repose or this engagement letter. For the purposes of applying the statute of limitations or repose or this engagement letter, receipt of a written demand for arbitration by the AAA shall be deemed the initiation of the legal or equitable proceeding based on such dispute. **In agreeing to arbitration, we both acknowledge that each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.**

23. **Employees** – Both Client and JMCO agree that they will not employ any employee of the other within one year of the employee's last day of employment with the other, unless mutually agreed upon in writing. Employment of a former employee within one year of the employee leaving the other party may cause significant economic losses and/or breach of professional standards for JMCO and potential economic loss and/or potential conflicts of interest for Client. If this provision is breached, the hiring party will pay 3 months' salary of the employee to the non-hiring party.

24. **Posting and Distribution of Information** – Except when dissemination is required by a public records law, JMCO's permission is required prior to distribution or posting of JMCO work product. If Client plans to distribute or post online any of JMCO's work product, a copy of the document, reproduction master or proof will be submitted to JMCO not less than seven days prior to distribution or posting to provide JMCO sufficient time for our reading and approval prior to distribution or posting. If, in our professional judgment, the circumstances require, we may withhold our written consent. Client agrees that prior to posting an electronic copy of any of JMCO's work product, including but not limited to financial statements and our report(s) thereon, that Client will ensure that there are no differences in content between the electronic version posted and the original signed version provided to management by JMCO.

25. **Independent Contractor –** Client and JMCO are both independent contractors and neither Client nor JMCO are, or shall be considered to be, an agent, distributor or representative of the other. Neither Client nor JMCO shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf, or in the name of, the other.

26. **Assignment** – Neither party may assign any of its rights or obligations under the terms of this engagement without the prior written consent to the other.

27. **Additional Work** – From time-to-time Client may request that JMCO undertake to complete additional work. In the event that such work is undertaken without a separate written engagement understanding then the terms of this engagement letter including these Standard Terms and Conditions shall govern the additional work.

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28. **Notice/Waiver** – The parties agree that notice is effective between the parties is made through any of the following: E-mail acknowledged as received by the party to which it was addressed, Certified Mail to the most recent address of the parties, hand delivery of written document via courier. No waiver of any provision of these Standard Terms and Conditions and the engagement letter will constitute a waiver of any prior, concurrent or subsequent failure of either party to comply with the provision hereof and no waiver will be effective unless made in writing.

29. **Withdrawal** – JMCO may elect to suspend or terminate services rendered under the terms of the engagement for any reason or no reason at all. Client may elect to terminate services rendered under the terms of the engagement for any reason or no reason at all.

30. **Corporate Transparency Act/Beneficial Ownership Reporting** – Beginning January 1, 2024, some entities are required to make filings disclosing beneficial ownership interests. These filings are frequently due within thirty days of some transactions. Violations of these reporting obligations are subject to serious punishment. Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. You agree that we shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at https://www.fincen.gov/boi. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

31. **Entire Understanding** – This engagement letter constitutes the entire understanding between the parties regarding the JMCO services and supersedes all prior understandings relating to JMCO services. No amendment, modification, waiver or discharge of the terms of this engagement letter shall be valid unless in writing and signed by authorized representatives of both parties. This understanding has been entered into solely between Client and JMCO, and no third-party beneficiaries are created hereby. In the event any provision(s) of the terms of this document shall be invalidated or otherwise deemed unenforceable, such finding shall not cause the remainder of this document to become unenforceable. The proper venue for all actions involving the relationship between JMCO and Client are the tribunals of principal jurisdiction in Alachua County, Florida. This document may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this document must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties and all other persons or entities required by law. An electronically transmitted signature or acknowledgment will be deemed an acceptable original for purposes of binding the party providing such electronic signature.

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WARREN, STONE & ASSOCIATES, LLC
CERTIFIED PUBLIC ACCOUNTANTS AND BUSINESS ADVISORS

Report on the Firm's System of Quality Control

April 23, 2024

To the Members of
James Moore & Co., P.L.
and the Peer Review Committee of the Florida Institute of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. (the firm) in effect for the year ended October 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans.
As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. in effect for the year ended October 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. James Moore & Co., P.L. has received a peer review rating of *pass*.

Warren, Stone & Associates, LLC

Warren, Stone & Associates, LLC

PO BOX 660008 | ATLANTA, GEORGIA 30366 | (P) 404-816-1436 | (F) 404-816-2136 | WWW.WARRENSTONECPA.COM
MEMBERS OF THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS AND THE GEORGIA SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

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JAMESMOORE

March 29, 2025

To the Honorable Mayor and City Commissioners,
City of Holly Hill, Florida:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Holly Hill, Florida (the City) as of September 30, 2025, 2026, 2027, 2028, and 2029, and for the years then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In addition, if applicable, we will audit the City's compliance over major federal award programs and major state projects for the years ended September 30, 2025, 2026, 2027, 2028, and 2029. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the City's major federal award programs and major state projects.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), and in accordance with *Government Auditing Standards*, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the City complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards* , if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) or budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI.

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The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary comparison schedules
3. FRS, Police Officers', and Firefighters' related pension schedules
4. Other Post Employment Benefit (OPEB) related schedules

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with GAAS. We intend to provide an opinion on whether the following supplementary information is presented fairly in all material respects in relation to the basic financial statements as a whole:

1. Schedule of expenditures of federal awards and state financial assistance, when required.
2. Combining and individual fund statements and schedules

Also, the document we submit to you will include the following other additional information which will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. Introductory Section
2. Statistical Section

Data Collection Form

If applicable, prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility, if the Data Collection Form is applicable. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form, if applicable, is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

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Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America (if applicable); the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards* (Uniform Guidance) (if applicable); Section 215.97, Florida Statutes, *Florida Single Audit Act* (if applicable), and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General (if applicable). As part of an audit of financial statements in accordance with GAAS, and in accordance with *Government Auditing Standards*, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature

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of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General upon completion of our audit.

Significant Risks Identified

We have identified the following preliminary significant risks of material misstatement as part of our audit planning, which are being communicated to comply with auditing standards and do not represent any specific finding and/or concerns related to the audit:

- Management override of internal controls
- Improper revenue recognition due to fraud or error
- Improper utilization of restricted revenues
- Estimates related to pension and OPEB liabilities

Our final communication of significant risks identified will take place upon completion of our audit.

Audit(s) of Major Program and/or Major Project Compliance

If applicable, our audit of the City's major federal award program(s) and/or state project(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance; and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General; and will include tests of accounting records, a determination of major programs and/or projects in accordance with the Uniform Guidance, Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, and other procedures we consider necessary to enable us to express such an opinion on major federal award program and/or major state project compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as

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fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the federal programs as a whole.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major state projects, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the state projects as a whole.

Our procedures will consist of tests of transactions and other applicable procedures described in the State of Florida State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Organization's major state projects, and performing such other procedures as we consider necessary in the circumstances. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major state projects in our report on compliance issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

Also, as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with

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compliance requirements applicable to each major state project. our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

As part of a compliance audit in accordance with GAAS, and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs and/or major state projects, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and state financial assistance expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards and/or state financial assistance (including notes and noncash assistance received) in accordance with the Uniform Guidance (if applicable) and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requirements (if applicable);
6. For the design, implementation, and maintenance of internal control over federal awards, state financial assistance, and compliance;
7. For establishing and maintaining effective internal control over federal awards and state financial assistance that provides reasonable assurance that the City is managing federal awards and state projects in compliance with federal and state statutes, regulations, and the terms and conditions of the federal awards and state financial assistance;
8. For identifying and ensuring that the City complies with federal laws and state statutes, regulations, and the terms and conditions of federal award programs and state financial assistance projects and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and state financial assistance projects;
9. For disclosing accurately, currently, and completely the financial results of each federal award and major state project in accordance with the requirements of the award;

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10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including the disclosures, and relevant to federal award programs and state financial assistance projects, such as records, documentation, and other matters;
    b. Additional information that we may request from management for the purpose of the audit;
    c. Unrestricted access to persons within the City and others from whom we determine it necessary to obtain audit evidence.
    d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
    e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the City involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter; and
24. For identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants.
25. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of fieldwork.

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With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Additional Examination Engagements

You have requested that we examine the City's compliance for the fiscal year ended September 30, 2025, 2026, 2027, 2028, and 2029, with the following statutes (collectively, "the Statutes"):

- Section 218.415, Florida Statutes, *Local Government Investment Policies*

We are pleased to confirm our acceptance and our understanding of this direct examination engagement by means of this letter. Our examination will be conducted with the objective of obtaining reasonable assurance by evaluating whether the City complied in all material respects with the Statutes and performing other procedures to obtain sufficient appropriate evidence to express an opinion in a written practitioner's report that conveys the results of our evaluation.

Practitioner Responsibilities

We will conduct our examination in accordance with the attestation standards established by the AICPA. An examination involves performing procedures to obtain attest evidence about whether the City complied with the Statutes, in all material respects. An examination involves performing procedures to obtain evidence about the City's compliance with the Statutes. The nature, timing, and extent of procedures selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement of the underlying subject matter, whether due to fraud or error.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. However, we will inform you of any material noncompliance with laws or regulations, uncorrected misstatements, fraud, and when relevant to the underlying subject matter or subject matter information, internal control deficiencies that comes to our attention, unless clearly inconsequential.

Management Responsibilities

Our examination will be conducted on the basis that *management and, when appropriate, those charged with governance*, acknowledge and understand that they have responsibility:

1. For ensuring the City complies with the Statutes;

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2. For the design, implementation, and maintenance of internal control to prevent, or detect and correct, misstatement of or noncompliance with the Statutes, due to fraud or error;
3. For selecting the criteria for the evaluation of the City's compliance with the Statutes;
4. Determining that such criteria are suitable, will be available to the intended users, and are appropriate for the purpose of the engagement; and
5. To provide us with:
    a. Access to all information of which *management* is aware that is relevant to compliance with the Statutes, such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
    b. Additional information that we may request from *management* for the purpose of the examination; and
    c. Unrestricted access to persons within the City from whom we determine it necessary to obtain attest evidence.

As part of our examination process, we will request from you written confirmation concerning representations made to us in connection with the examination.

Reporting

We will issue a written report upon completion of our examination of the City's compliance with the Statutes. Our report will be addressed to the governing body. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Nonattest Services

We will perform the following nonattest services: assistance with the preparation of the financial statements and related note disclosures, schedule of expenditures of federal awards and state financial assistance, data collection form, and ongoing implementation of GASB 87/96 (*Leases/SBITAs*). With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities. The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Michael Moore, Finance Director) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, establishing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the engagement are as follows. We will perform the services in accordance with applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm may advise the City with regard to different matters, but the City must make all decisions with regard to those matters.

Any nonattest services performed by us do not constitute an audit performed in accordance with *Government Auditing Standards.*

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Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

We do not host, are not the custodian of, and accept no responsibility for your financial and non-financial data. You acknowledge that you have sole responsibility for the storage and preservation of your financial and non-financial data.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors' report to the date the financial statements are issued.

James Halleran is the service leader for the audit services specified in this letter. The service leader's responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the reports.

Our fees for the audit of the financial statements and related services, including expenses, for each of the fiscal years included in this engagement are as follows:

Description of Service	2025	2026	2027	2028	2029
City Audit	$ 54,200	$ 56,400	$ 58,700	$ 61,100	$ 63,600
Fire Pension	6,100	6,400	6,700	7,000	7,300
Police Pension	6,100	6,400	6,700	7,000	7,300
GASB 87/96 Assistance	8,500	8,900	9,300	9,700	10,100
Total	$ 74,900	$ 78,100	$ 81,400	$ 84,800	$ 88,300
Single Audit (per Major Program)	$ 5,000	$ 5,200	$ 5,400	$ 5,600	$ 5,800

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness, and accuracy of the City's records, and, for example, the number of general ledger adjustments required as a result of our work. We will also need your personnel to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance may result in an increase of our fees.

We will not increase the fee over the agreed amount as long as the scope of the audit is consistent with the scope outlined in the Request for Proposal (RFP). The City is not completely in control of the scope of work for future years. Significant required changes may be mandated by federal, state, other regulatory agencies or accounting and auditing standards boards or by significant staff changes within the City. For these reasons, if the scope of the audit changes significantly from the scope outlined in the RFP, we would present for approval, prior to commencing work, why an adjustment in fee is warranted.

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This engagement may be terminated by either party for noncompliance with the terms as noted in this engagement letter. The parties will provide 60 days' notice of their intention to terminate the engagement. Upon completion of this engagement with the audit for the year ended September 30, 2029, new engagements can be entered into for up to one additional five-year period, at the option of both parties. Any such engagement will be evidenced by a new engagement letter.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

The audit documentation for this engagement is the property of James Moore & Co., P.L. and constitutes confidential information. However, we may be requested to make certain audit documentation available to a grantor or their designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by laws or regulation, or to peer reviews. If requested, access to such audit documentation will be provided under the supervision of James Moore & Co., P.L. personnel. We will notify you of any such request. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

In the normal course of business, we use the services of third parties and individual contractors, which are not employees of James Moore & Co., P.L. Those services are performed at various levels and in various aspects our engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement we may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require us to handle confidential information and we expect third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, we require those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Your acceptance of this arrangement acknowledges and accepts our handling of confidential information including access by third-party and individual service providers.

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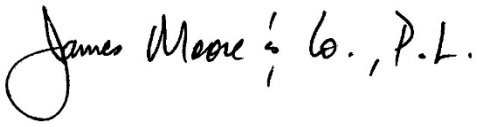
This engagement letter includes the attached James Moore & Co., P.L. Standard Terms and Conditions as Attachment A which is incorporated and made a part of this engagement letter by reference.

We appreciate the opportunity to be of service to the City of Holly Hill, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



JAMES MOORE & CO., P.L.

RESPONSE:

This letter correctly sets forth the understanding of the City of Holly Hill, Florida.

By_____

Title_____

Date_____

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Attachment A James Moore and Co., P.L.
Standard Terms and Conditions

The terms and conditions set forth below are incorporated into the engagement letter pursuant to which James Moore & Co., P.L. ("JMCO", the "Firm", us and we) will provide services.

1. **Management's Responsibilities** – Management of Client is responsible for establishing and maintaining an effective internal control system. JMCO services may include advice and recommendations which management may or may not adopt. Client's management shall be fully and solely responsible for applying independent business judgment with respect to the services and work product provided by JMCO, to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in any advice, recommendations, services, reports, or other work product or deliveries to Client. Management is responsible for the safeguarding of assets, the proper recording of transactions in the books of accounts, the substantial accuracy of the financial records, and the full and accurate disclosure of all relevant facts affecting the engagement to JMCO. Client should retain all the documents, canceled checks, and other data that form the basis of income and deductions. If the engagement also includes tax services, these records may be necessary to prove the accuracy and completeness of tax returns to a taxing authority. Client has final responsibility for the tax return(s) and therefore should review the return(s) carefully before signing and filing.

2. **Responsible Person** – Client designates the individual signing the engagement letter ("Representative") as the individual to whom JMCO should look to provide information, communicate, and answer questions. Client understands that JMCO will rely on the Representative designated above and that decisions by the Representative may be beneficial to some and detrimental to others. JMCO is directed to rely on the Representative for all Client decisions including but not limited to tax treatments, allocation of income and expense items, tax elections and accounting treatments. All communication with the Representative is deemed to be communication with Client.

3. **Advice in Writing** – JMCO only provides advice for Client to rely upon in writing. Casual discussions of tax, accounting or other issues and informal communication are not advice upon which Client can rely. Client agrees that the only advice from JMCO upon which Client may rely is written advice received from JMCO on our letterhead or via e-mail individually addressed to Representative or an individual member of the Client (newsletters and the like are not advice upon which Client may rely).

4. **Unencrypted E-Mail Use Authorized for Communication** – In connection with this engagement, JMCO may communicate with Client or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, JMCO cannot guarantee or warrant that e-mails from JMCO will be properly delivered and read only by the addressee. Therefore, JMCO specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted by JMCO in connection with the performance of this engagement. In that regard, Client agrees that JMCO shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information. During the term of this engagement Client may elect by notification in writing to JMCO to suspend or terminate the use of e-mail. Similarly, text messages present special issues for our profession, and we ask that you refrain from engaging with JMCO via text message.

5. **Cooperation** – Client agrees to cooperate with JMCO in the performance of JMCO services for the Client, including providing JMCO with reasonable facilities and timely access to Client's data, information and personnel. Client shall be responsible for the performance of Client's employees and agents and for the accuracy and completeness of all data and information provided to JMCO for purposes of this engagement. In the event that JMCO is unable to obtain required information on a timely basis JMCO may revise its estimate of fees, alter the services required and/or terminate the engagement.

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6. **Payment of Invoices** – JMCO will bill Client for professional services, expenses, and out-of- pocket costs on a monthly basis. Payment is due within 30 days of the date on the billing statement. JMCO reserves the right to suspend work or terminate the engagement in the event that payment is not received within 30 days of the date on the billing statement. JMCO may also suspend work or terminate the engagement if information furnished is not satisfactory for JMCO to perform work on a timely basis. JMCO will notify Client if work is suspended or terminated. If JMCO elects to terminate or suspend the engagement for nonpayment or for any other reason provided for in this letter, the engagement will be deemed to have been completed for purposes of payment due from Client. Upon written notification of termination or suspension, even if JMCO has not released work product, Client will be obligated to compensate JMCO for all time expended and to reimburse JMCO for all out-of-pocket costs through the date of termination or suspension. Suspension of work or termination of services may result in missed deadlines, penalties/interest along with other consequences and Client agrees that suspended work or termination of services shall not entitle Client to recover damages from JMCO. All fees, charges and other amounts payable to JMCO hereunder do not include any sales, use, value added or other applicable taxes, tariffs or duties, payment of which shall be the sole responsibility of Client, excluding any applicable taxes based on JMCO's net income or taxes arising from the employment or independent contractor relationship between JMCO and JMCO's personnel. A late payment charge of 1½% per month will be assessed on any balance that remains unpaid after deduction of current payments, credits, and allowances after 90 days from the date of billing. This is an Annual Percentage Rate of 18%.

7. **Electronic Data Communication** – In the interest of facilitating our services to you, JMCO may send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to Client may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data. In using these data communication and storage methods, JMCO employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require all of our third-party vendors to do the same. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

8. **Confidential & Proprietary Information** – Client and JMCO both acknowledge and agree that all information communicated by one party (the "Disclosing Party") to the other (the "Receiving Party") in connection with this engagement shall be received in confidence, shall be used only for purposes of this engagement, and no such confidential information shall be disclosed by the Receiving Party or its agents or personnel without the prior written consent of the other party. Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, (b) was known to the Receiving Party or had been previously possessed by the Receiving Party without restriction against disclosure at the time of receipt thereof by the Receiving Party, (c) was independently developed by the Receiving Party without violation of this engagement letter or (d) Client and JMCO agree from time to time to disclose. Each party shall be deemed to have met its nondisclosure obligations under this paragraph as long as it exercises the same level of care to protect the other's information, except to the extent that applicable law, regulations or professional standards impose a higher requirement. JMCO may retain, subject to the terms of this Paragraph, one copy of Client's confidential information required for compliance with applicable professional standards or internal policies. If either Client or JMCO receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall (if permitted to do so) provide written notice to the other of such demand in order to permit it to seek a protective order. So long as the notifying party gives notice as provided herein, the notifying party shall be entitled to comply with such demands to the extent permitted by law, subject to any protective order or the like that may have been entered into in the matter. In the event that Client wishes to assert a privilege or Client fails to respond and JMCO asserts the privilege on Client's behalf, Client agrees to pay for all expenses incurred by JMCO in defending the privilege, including, by way of illustration only, JMCO's attorney's fees, court costs, outside adviser's costs, penalties and fines imposed as a result of Client asserting the privilege or Client's direction to JMCO to assert the privilege. JMCO's techniques, judgments, methodology, and practices relating to its engagement practices are agreed by Client and JMCO to constitute proprietary confidential business information in the nature of trade secrets, security measures, systems and procedures which are in the nature of competitive interests which would impair the competitive business of JMCO should the information be released. Notwithstanding the foregoing, the terms of this paragraph shall not apply to contravene any statute or regulation.

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9. **Disclosures** – Certain communications involving advice are privileged and not subject to disclosure. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, Client, Client's employees or Client's agents may be waiving this privilege. To protect this right to privileged communication, please consult with JMCO or an attorney prior to disclosing any information about JMCO advice. Should Client determine that it is appropriate for JMCO to disclose any potentially privileged communication; Client agrees to provide JMCO with written, advance authority to make that disclosure. We will not respond to any request from banks, mortgage brokers or others for verification of any information. We do not communicate with third parties or provide them with copies of your information.

10. **Tax Services** – If the engagement letter specifically includes providing tax services the following provisions apply to the tax services for this engagement:

    a. Tax services do not include verification of the information you submit to us although we may ask that you clarify certain information. Our tax work does not include any procedures designed to detect fraud, theft or illegal acts.
    b. We will prepare the tax returns identified in the scope of the engagement letter solely for filing with the Internal Revenue Service ("IRS"), state, and local tax authorities. Our tax work is not intended to benefit or influence any third party, either to obtain credit or for any other purpose.
    c. Unless otherwise noted, we will perform our services in accordance with the Statement on Standards for Tax Services ("SSTSs") issued by the American Institute of Certified Public Accountants and U.S. Treasury Department Circular 230 ("Circular 230") along with the Internal Revenue Code, accompanying Regulations, Treasury Department pronouncements and applicable state laws, rules and regulations.
    d. We will not hold your property in trust for you, or otherwise accept fiduciary duties in the performance of the engagement.
    e. We will use our professional judgment to resolve questions in your favor where a tax law is unclear, provided that we have a reasonable belief that there is substantial authority for doing so. If there are conflicting interpretations of the law, we will explain the possible positions that may be taken on your return. We will follow the position you request, provided it is consistent with our understanding of the applicable tax code, tax laws, tax regulations, and their interpretations. If the IRS, state or local tax authorities later contest the position you select, additional tax, interest, and penalties may be assessed. We assume no liability, and you hereby release us from any liability, including but not limited to, additional tax, interest, penalties, and related professional fees.
    f. If additional accounting or bookkeeping assistance is required for the purpose of preparing tax returns that work will be an additional fee.
    g. If, during our work, we discover information that affects prior-year tax returns, we will make you aware of the facts. However, we cannot be responsible for identifying all items that may affect prior-year returns. If you become aware of such information during the year, please contact us to discuss the best resolution of the issue. We will be happy to prepare appropriate amended returns as a separate engagement.
    h. This engagement does not include responding to inquiries by any governmental agency or tax authority. If your tax return is selected for examination or audit, you may be requested to produce documents, records, or other evidence to substantiate the items of income and deduction shown on a tax return. If you request our assistance in responding to such an inquiry, and we agree to represent you, we will confirm this engagement in a separate Statement of Work.
    i. As tax return preparers, we are prohibited from signing a tax return unless we have a reasonable belief that there is substantial authority for a tax position taken on the tax return or we have a reasonable basis for the tax return position taken on the return and we disclose this tax position in a separate attachment to the tax return.
    j. The law imposes substantial penalties on taxpayers and tax advisors for failure to disclose listed and other reportable transactions on Form 8886, Reportable Transaction Disclosure Statement. In general, reportable transactions are potentially abusive transactions identified by the IRS that have a primary purpose of tax avoidance, including but not limited to listed transactions, confidential transactions, transactions with contractual protection, loss transactions, and transactions of interest. Furthermore, the law imposes substantial penalties on taxpayers and tax advisors for failure to disclose tax shelters on Form 8271, Investor Reporting of a Tax Shelter Registration Number. You agree to advise us of any tax shelters and/or reportable transactions identified in tax reference materials. Unless a reportable transaction is more likely than not to be sustained on its merits, IRC §6662A, Imposition of Accuracy-Related Penalty on Understatements with Respect to Reportable Transactions, requires us to disclose the reportable transaction in a separate attachment to the tax return. Similarly, unless a tax shelter is more likely than not to be sustained on its merits, IRC §6662(d)(2)(C)(ii), Imposition of Accuracy-Related Penalty on Underpayments, requires us to disclose tax shelters in a separate attachment to the tax return. If you do not consent to a required disclosure, we reserve the right to withdraw from the engagement, and you agree to compensate us for our services to the date of withdrawal.

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k. For series 1040 tax returns, we will not disclose your confidential tax information to another tax return preparer other than required by law or regulation without your consent. For tax returns other than the 1040 series, you authorize us to disclose your current year tax return information to our affiliates located outside the United States for the purposes of assisting us in preparation of your current year tax return. You acknowledge that by signing this engagement letter you consent that your current year non-1040 series tax return information will be disclosed to tax return preparers abroad when those affiliates are engaged to assist in preparation of your tax return.

l. You will provide us financial information and supporting data necessary to prepare your tax returns. You must provide us accurate and complete information. Income, gains and losses from all sources, including those outside the U.S., is required. You agree and accept the burden that the consequences of inadequate documentation may include disallowance of tax benefits.

m. You are responsible for ensuring that personal expenses, if any, are segregated from business expenses and that expenses such as meals, travel, vehicle use, gifts, and related expenses are supported by documentation and records required by the IRS and other tax authorities. In preparing your returns, we rely on your representations that we have been informed of all bartering transactions and that you understand and have complied with the documentation requirements for your expenses and deductions. At your written request, we are available to provide you with written answers to your questions on the types of supporting records required.

n. On June 21, 2018, the U.S. Supreme Court reversed the long-standing physical presence nexus standard in South Dakota v. Wayfair, Inc. et. al. This decision significantly changed the landscape of sales and use tax compliance, especially for online sellers. If you wish to understand the impact of the decision on your business, please so advise and we will confirm this in a separate Statement of Work.

o. You are responsible for determining your tax filing obligations with any state or local tax authorities, including, but not limited to, income, franchise, sales, use, property or unclaimed property taxes. You agree that we have no responsibility to research these obligations or to inform you of them. Therefore, we will only prepare the tax returns for the entities and tax agencies listed in the engagement letter, unless you notify us in writing of any changes. Please contact us if you require assistance in determining your state and local tax filing obligations.

p. You are responsible for informing us of all foreign transactions, assets owned directly or indirectly, including but not limited to, financial accounts with foreign institutions, other foreign non-account investments, and ownership of any foreign entities, regardless of amount. If upon review of the information you have provided to us, including information that comes to our attention, we believe that you may have additional filing obligations, we will notify you. Failure to timely file the required forms may result in substantial civil and/or criminal penalties. You agree to provide us with complete and accurate information regarding any foreign investments in which you have a direct or indirect interest, or over which you have signature authority, during the tax years to which this engagement applies. The foreign reporting requirements are very complex. If you have any questions regarding the application of the reporting requirements for your foreign interests or activities, please ask us and we will respond in writing. Only advice that is in writing may be relied upon. We assume no liability for penalties associated with the failure to file or untimely filing of any of these forms.

q. You are responsible for complying with the tax filing requirements of any other country. You acknowledge and agree that we have no responsibility to raise these issues with you.

r. You are responsible for advising us of any changes in ownership so we can properly reflect those on the tax returns.

s. The IRS permits you to authorize us to discuss, on a limited basis, aspects of your return for one year after the return's due date. Your consent to such a discussion is evidenced by checking a box on the return. Unless you tell us otherwise, we will check that box authorizing the IRS to discuss your return with us.

t. By executing this engagement letter, you consent to JMCO using your tax return information to send to you, by any medium: firm newsletters, surveys, press releases, information concerning firm seminars and nontax-related services, and any other communication sent to some or all of the firm's clients. This consent shall be valid for five years. The disclosure will include name, address and tax return form type and you acknowledge, by signing this engagement letter, that you have the right to consent to a disclosure of less information, but have decided, without coercion, that you consent to the disclosure of name, address and tax return form type. This consent is not conditioned on our providing services to you.

u. It may become necessary to apply for an extension of the filing deadline if there are unresolved issues or delays in processing, or if we do not receive all the necessary information from you on a timely basis. Applying for an extension of time to file may extend the time available for a government agency to undertake an audit of your return or may extend the statute of limitations to file a legal action. All taxes owed are due by the original filing due date. Additionally, extensions may affect your liability for penalties and interest or compliance with governmental or other deadlines.

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v. Federal, state and local taxing authorities impose various penalties and interest charges for non-compliance with tax laws and regulations, including failure to file or late filing of returns and underpayment of taxes. You, as the taxpayer, remain responsible for the payment of all taxes, penalties and interest charges imposed by tax authorities.

w. You authorize that any and all information furnished to us for or in connection with the preparation of tax returns other than 1040 series returns under this engagement letter may, for a period of up to three years from the date of this engagement letter, be disclosed to our designated third-party services, located outside the United States, engaged directly or indirectly in providing tax planning or preparation of tax returns. If you wish to request a limited disclosure of tax return information, you must inform us.

x. There are specific tax implications of investing in digital assets (e.g., virtual currencies such as Bitcoin, non-fungible tokens, virtual real estate and similar assets). The IRS and some other jurisdictions consider these to be property for tax purposes. As such, any transactions in, or transactions that use, digital assets are subject to the same general tax principles that apply to other property transactions.

y. If you transacted in digital assets during the tax year, you may have tax consequences and/or additional reporting obligations associated with such transactions. You agree to provide us with complete and accurate information regarding any transactions in, or transactions that have used, digital assets during the applicable tax year. If you have any questions regarding your digital assets and/or transactions, please ask us, and we will respond in writing.

z. Centralized Partnership Audit Regime Under the Bipartisan Budget Act of 2015(BBA) - You are encouraged to seek the advice of your attorney for matters related to the BBA. The regime of partnership (and entities that file 1065 series returns) audits was substantially changed in 2018 as part of the BBA. Form 1065 partnership pass-thru entity filers are generally audited and assessed at the entity level under the BBA. Some partnership filing entities are eligible to opt out of the BBA while other entities may elect to opt in. Each year a partnership must consider (if it is eligible) whether to opt in or out of the BBA. Your attorney can help with this election. If this engagement is for a pass-thru entity subject to these audit rules, our engagement does not include advising on whether to opt in or opt out of the BBA. If you choose to opt in to the BBA and will so elect on your tax filing, we will require additional information to complete the return. If you choose to opt in, the entity will need to designate an individual (and it may also designate an entity) to serve as partnership representative and provide the address and telephone number of that individual so designated.

11. **Force Majeure** – Neither Client nor JMCO shall be liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, epidemic, strike or labor dispute, war or other violence, or any law, order or requirement of any government agency or authority.

12. **Indemnification** – Client, its officers and directors hereby agrees to indemnify; agrees to pay for the defense (with counsel of JMCO's choosing) of JMCO, (including JMCO's principals, employees and authorized agents) and agrees to hold JMCO harmless from any and all suits, claims, actions, proceedings, liabilities, judgments, losses and costs whatsoever (including but not limited to attorneys' fees and litigation costs) arising in connection with any services performed or products provided by JMCO pursuant to, or under the cover of this engagement letter (Indemnity) as described in this paragraph. This Indemnity relates only to circumstances (1) in which there is a knowing misrepresentation by Client and/or its management relating to this engagement (2) arising out of or relating to claims by Client's employees or former employees/contractors for our critiques of employee performance (3) third party use of JMCO work product and (4) posting or dissemination of partial and/or inaccurate copies of our reports and/or workproduct.as described in 24 below. The foregoing indemnity is intended to apply to the extent not contrary to applicable law and/or regulations governing the provision of professional services. This provision shall survive the termination of this engagement for a period of five years. **Notwithstanding the foregoing, the provisions of this paragraph shall not apply to Client when JMCO provides attest services to a Securities Exchange Commission Registrant Public Entity, Employee Benefit Plan, Bank, Credit Union or any other entity for which the terms of this paragraph shall be prohibited by law or regulation.**

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13. **Errors, Fraud, Theft, Embezzlement, Illegal Acts** – Unless our engagement letter specifically obligates JMCO to search for fraud, theft, embezzlement and/or illegal acts, JMCO services cannot be relied upon to disclose errors, fraud, theft, embezzlement or other illegal acts that may exist, nor will we be responsible for the impact on our services of incomplete, missing, or withheld information, or mistaken or fraudulent data provided from any source or sources. However, we will inform you of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. Client is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing JMCO about all known or suspected fraud affecting Client involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial information. Client responsibilities include informing JMCO of Client knowledge of any allegations of fraud or suspected fraud affecting Client received in communications from employees, former employees, regulators, or others. In addition, Client is responsible for identifying and ensuring that the Client complies with applicable laws and regulations.

14. **Document Retention and Ownership** – The parties agree that JMCO will endeavor to retain documents and records in accordance with the Firm's Record Retention and Destruction Policy. Client agrees that after the specified period of retention expires (typically seven (7) years), documents and records may not be available. However, the related engagement records will not be destroyed regardless of the retention period, if JMCO has knowledge of potential or pending legal action and/or investigation by a regulatory agency, and it has been determined by the Firm that the records in question are relevant to said legal action and/or investigation. If it is determined that the records in question are relevant to the legal action and/or investigation, the Firm will impose a litigation hold on the records thereby suspending the scheduled destruction of the records. As potential or pending legal action or an investigation may not be public knowledge, we request that you inform us of any such legal action or investigation in a timely manner. Likewise, we request that you inform us when all legal action or investigation has been concluded so that the Firm can release the litigation hold and the records related to our engagement can be destroyed in accordance with our Record Retention and Destruction Policy. JMCO does not retain original client records or documents. Records prepared by us specifically for you as part of this engagement (for example, financial statements and other financial reports, tax returns, general ledgers, depreciation schedules, etc.) and other supporting records prepared by JMCO (for example, adjusting entries and related support, data combining schedules, calculations supporting amounts in tax returns and financial statements, letters, memos and electronic mail, etc.) will remain part of the engagement records. When any records are returned or provided to you, it is your responsibility to retain and protect them for possible future use, including potential examination by any government or regulatory agencies. JMCO owns and retains the rights to JMCO's internal working papers; any information created by JMCO is not the property of Client. In the event that documents are requested by the Representative or any other individual considered by law or regulation to be our client we will furnish the documents readily available in the Client file in a .pdf format (which shall not include any obligation on JMCO's part to undertake a search of JMCO's electronic document and email files) to the requesting party. The privacy policy of JMCO is available on our website at JMCO.com/privacy-policy/

15. **Hosting of Client Data** – JMCO does not Host, is not the custodian of, and accepts no responsibility for Client financial and non-financial data. Client acknowledges that it has sole responsibility for the storage and preservation of its financial and non-financial data.

16. **Brokerage Information** – From time-to-time Client may arrange and/or provide information to JMCO that includes investment holdings, transactions, arbitrage positions and investment strategies in addition to other asset holdings. JMCO utilizes information provided for purposes of financial statements and tax filings. JMCO does not provide investment analysis, strategies and/or risk analysis of investment portfolios. A JMCO affiliate, James Moore Wealth Management, LLC, a registered investment advisor, does provide investment advice under the terms of separate engagement understandings. Clients desiring services from James Moore Wealth Management, LLC should establish a separate understanding for those services. JMCO does not share information with James Moore Wealth Management, LLC, absent a specific written understanding with Client. Client agrees that this engagement does not include evaluation of investments, transaction and strategies.

17. **Professional Standards** – JMCO will perform this engagement in accordance with the professional standards applicable to the engagement including those standards promulgated by the American Institute of Certified Public Accountants. In the event that issues arise that present a conflict of interest and/or a potential for breach of professional standards it may become necessary to terminate or suspend services of this engagement. We will notify you if this issue arises.

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18. **Use of Third-Party Providers** – In the normal course of business, JMCO uses the services of third-parties and individual contractors, which are not employees of JMCO. Some third-party providers are located inside, and some are outside the United States. You may notify us that you do not wish to have your work done by third-party providers, which may delay the completion of services and increase the price for services to amounts in excess of initial estimates. Those third-party services are performed at various levels and in various aspects of JMCO's engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement JMCO may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require JMCO to handle confidential information and JMCO expects third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, JMCO requires those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Client acceptance of this arrangement acknowledges and accepts our handling of confidential Client information including access by third-party and individual service providers.

19. **Information Shared with Professional Service Affiliates** – JMCO's professional service affiliates include James Moore Advisory, LLC which offers professional services including Human Resources, Technology and Data Analytics. From time-to-time JMCO shares information about entity (not individuals) clients such as name, address, email address, industry identifiers, enterprise size, contacts and phone number information with our professional service affiliates in connection with outreach programs to inform of services available through JMCO and its affiliates. No other information is shared with our affiliates unless you engage an affiliate to provide services at which time information necessary to provide services is shared between JMCO and its professional service affiliates. By signing the engagement letter, you expressly consent to the sharing of general information with JMCO's professional service affiliates about JMCO entity clients. If you do not agree to the sharing of information with our professional service affiliates, inform us and we will not share identified information.

20. **Limitation of Liability and Actions** – Neither party may assert against the other party any claim in connection with this engagement unless the asserting party has given the other party written notice of the claim within one (1) year after the asserting party first knew or should have known of the facts giving rise to such claim. Notwithstanding anything to the contrary, JMCO's maximum aggregate liability in this engagement (regardless of the nature of the any claim asserted, including contract, statute, any form of negligence, tort, strict liability or otherwise and whether asserted by Client, JMCO or others) shall be limited to twice the sum of the fees paid to JMCO during the term of this annual engagement. In no event shall JMCO be liable for consequential, incidental, special or punitive loss, damage or expense (including, without limitation, lost profits, opportunity costs, etc.) even if JMCO had been advised of their possible existence. This provision shall survive the termination of this engagement letter. **Notwithstanding the foregoing, the provisions of this paragraph shall not apply to Client when JMCO provides attest services to a Securities Exchange Commission Registrant Public Entity, Employee Benefit Plan, Bank, Credit Union or any other entity for which the terms of this paragraph shall be prohibited by law or regulation.**

21. **Mediation** – Prior to resorting to arbitration or litigation that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement the parties agree to attempt resolution of any dispute in mediation administered by and conducted under the rules of the American Arbitration Association (AAA) in mediation session(s) in Alachua County, Florida. Unless the parties agree in writing to the contrary, the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. The results of any such mediation shall be binding only upon agreement of each party to be bound. Each party may disclose any facts to the other party or to the mediator that it in good faith considers reasonably necessary to resolve the dispute. However, all such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in any subsequent proceeding against the disclosing party. Except as agreed to in writing by both parties, the mediator shall keep confidential all information disclosed during mediation. The mediator shall not act as a witness for either party in any subsequent proceeding between the parties. The costs of any mediation proceeding shall be shared equally by the participating parties. If, for any reason, the matter is not resolved within ninety days after the first request for mediation, then mediation shall not be required under the terms of this engagement letter.

22. **Binding Arbitration** – All disputes not resolved by mediation (as described above) arising out of and/or related to the services and/or relationship with JMCO and Client will be resolved through binding arbitration. **The parties agree that they are irrevocably voluntarily waiving the right to a trial by jury by entering into this voluntary binding arbitration agreement.** The arbitration proceeding shall take place in Alachua County, Florida. The arbitration shall be governed by the provisions of the laws of Florida (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the substantive law of Florida shall be applied without reference to conflicts of law rules. In any arbitration instituted hereunder, the proceedings shall proceed in accordance with the then current Arbitration Rules for

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Professional Accounting and Related Disputes or, if none, then the Commercial Rules of the American Arbitration Association (AAA), except that discovery shall be limited to identification of witnesses, exchange of expert reports, deposition of experts only, exchange of documents in the Client file and interrogatories and shall not include any exchange of e-mail or any requirement to produce or search for e-mail. Any Dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitration Panel (as defined below). For amounts in dispute less than One Million Dollars, the arbitration shall be conducted before a single arbitrator appointed as a neutral by the AAA. The single arbitrator shall be both a licensed attorney and a licensed certified public accountant at the time of appointment as the arbitrator. If the amount in dispute is One Million Dollars or more, the arbitration shall be conducted before a panel of three persons, all panel members must be members of the AAA's panel of neutrals with one arbitrator selected by each party (party selection shall be completed within twenty days of receipt of the panel nominees from the AAA or, failing party selection the panel members shall be appointed by the AAA), and the third member of the panel will be selected by the AAA will be licensed as a certified public accountant at the time of appointment to the panel (the "Arbitration Panel"). The party-selected arbitrators shall be treated as neutrals. The Arbitration Panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a state or federal court. The parties also waive the right to punitive damages and the arbitrators shall have no authority to award such damages or any other damages that are not strictly compensatory in nature. In rendering their award, the Arbitration Panel shall issue a reasoned award. The Arbitration Panel is directed to award attorneys' fees and costs along with the costs of the arbitration proceeding to the prevailing party as determined by the Arbitration Panel. The confidentiality provisions applicable to mediation shall also apply to arbitration. The award issued by the Arbitration Panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. In no event shall a demand for arbitration be made after the date on which the initiation of the legal or equitable proceeding on the same dispute would be barred by the applicable statute of limitations or statute of repose or this engagement letter. For the purposes of applying the statute of limitations or repose or this engagement letter, receipt of a written demand for arbitration by the AAA shall be deemed the initiation of the legal or equitable proceeding based on such dispute. **In agreeing to arbitration, we both acknowledge that each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.**

23. **Employees** – Both Client and JMCO agree that they will not employ any employee of the other within one year of the employee's last day of employment with the other, unless mutually agreed upon in writing. Employment of a former employee within one year of the employee leaving the other party may cause significant economic losses and/or breach of professional standards for JMCO and potential economic loss and/or potential conflicts of interest for Client. If this provision is breached, the hiring party will pay 3 months' salary of the employee to the non-hiring party.

24. **Posting and Distribution of Information** – Except when dissemination is required by a public records law, JMCO's permission is required prior to distribution or posting of JMCO work product. If Client plans to distribute or post online any of JMCO's work product, a copy of the document, reproduction master or proof will be submitted to JMCO not less than seven days prior to distribution or posting to provide JMCO sufficient time for our reading and approval prior to distribution or posting. If, in our professional judgment, the circumstances require, we may withhold our written consent. Client agrees that prior to posting an electronic copy of any of JMCO's work product, including but not limited to financial statements and our report(s) thereon, that Client will ensure that there are no differences in content between the electronic version posted and the original signed version provided to management by JMCO.

25. **Independent Contractor –** Client and JMCO are both independent contractors and neither Client nor JMCO are, or shall be considered to be, an agent, distributor or representative of the other. Neither Client nor JMCO shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf, or in the name of, the other.

26. **Assignment** – Neither party may assign any of its rights or obligations under the terms of this engagement without the prior written consent to the other.

27. **Additional Work** – From time-to-time Client may request that JMCO undertake to complete additional work. In the event that such work is undertaken without a separate written engagement understanding then the terms of this engagement letter including these Standard Terms and Conditions shall govern the additional work.

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28. **Notice/Waiver** – The parties agree that notice is effective between the parties is made through any of the following: E-mail acknowledged as received by the party to which it was addressed, Certified Mail to the most recent address of the parties, hand delivery of written document via courier. No waiver of any provision of these Standard Terms and Conditions and the engagement letter will constitute a waiver of any prior, concurrent or subsequent failure of either party to comply with the provision hereof and no waiver will be effective unless made in writing.

29. **Withdrawal** – JMCO may elect to suspend or terminate services rendered under the terms of the engagement for any reason or no reason at all. Client may elect to terminate services rendered under the terms of the engagement for any reason or no reason at all.

30. **Corporate Transparency Act/Beneficial Ownership Reporting** – Beginning January 1, 2024, some entities are required to make filings disclosing beneficial ownership interests. These filings are frequently due within thirty days of some transactions. Violations of these reporting obligations are subject to serious punishment. Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. You agree that we shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at https://www.fincen.gov/boi. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

31. **Entire Understanding** – This engagement letter constitutes the entire understanding between the parties regarding the JMCO services and supersedes all prior understandings relating to JMCO services. No amendment, modification, waiver or discharge of the terms of this engagement letter shall be valid unless in writing and signed by authorized representatives of both parties. This understanding has been entered into solely between Client and JMCO, and no third-party beneficiaries are created hereby. In the event any provision(s) of the terms of this document shall be invalidated or otherwise deemed unenforceable, such finding shall not cause the remainder of this document to become unenforceable. The proper venue for all actions involving the relationship between JMCO and Client are the tribunals of principal jurisdiction in Alachua County, Florida. This document may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this document must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties and all other persons or entities required by law. An electronically transmitted signature or acknowledgment will be deemed an acceptable original for purposes of binding the party providing such electronic signature.

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WARREN, STONE & ASSOCIATES, LLC
CERTIFIED PUBLIC ACCOUNTANTS AND BUSINESS ADVISORS

Report on the Firm's System of Quality Control

April 23, 2024

To the Members of
James Moore & Co., P.L.
and the Peer Review Committee of the Florida Institute of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. (the firm) in effect for the year ended October 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans.
As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. in effect for the year ended October 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. James Moore & Co., P.L. has received a peer review rating of *pass*.

Warren, Stone & Associates, LLC

Warren, Stone & Associates, LLC

PO BOX 660008 | ATLANTA, GEORGIA 30366 | (P) 404-816-1436 | (F) 404-816-2136 | WWW.WARRENSTONECPA.COM
MEMBERS OF THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS AND THE GEORGIA SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

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HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **April 8, 2025**
FROM: **Michele Moore**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of a Advance Water Meter Infrastructure (AMI)System from Badger Meter, Inc., Using the City of Pinellas Park's RFP #24.001; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2025-R-31**
APPLICANT:
PLANNER:

DISCUSSION:

During the Fiscal Year 2015 the City upgraded the City's software and hardware support services for meter reading to Badger Meter, Inc. At that time the City had five gateways spread throughout the City to perform meter reads which worked in conjunction with the software and billing system. Since that time however, due to lightening, gateways had to be replaced six times. Replacing gateways costs approximately $7,000 each. Currently four of the five gateways are not in operation. Without the gateways to perform meter reads the Water Utilities staff must perform manual reads. The process utilizes a Trimble which is 2014 technology and very timely for staff. In addition, the residents lose the ability to access their water usage using the Eye on Water system, a system the City has long been promoting.

In 2019 the decision was made to replace all damaged endpoints with cellular models moving forward. The cellular models do not rely on the gateways and therefore are not susceptible to lightning strikes or the increasing obsolete technology of the Trimble. The City has transitioned 1,317 endpoints to cellular to date. Cellular service increases read time, is not susceptible to the outside elements that the towers are, and the maintenance is not the responsibility of the City. Staff is requesting that the remaining 4,669 endpoints be replaced to cellular as proposed from Badger Meter in a turnkey cellular AMI changeout project piggyback of Pinnelas Park. The purchase of the cellular meter retrofits is in the FY24/25 budget for $975,000 for the equipment, GL account 407-8110-580-6300, project 25WA05. The remaining cost for partial labor installation of $119,431.24 will require a budget amendment which is attached as attachment A. Total cost of the project is $1,094,431.24 for badger meter product, project management and bonding, and meter installation.

This Resolution authorizes the City Manager to enter into a piggyback agreement for the conversion of all of the City’s remaining SE Fixed Network endpoints to Badger ORION

Cellular endpoints with installation by Pedal Valve, installation partner of Badger Meter, under the City of Pinellas Park's RFP #24.001 and approves the budget amendment from carry forward in the amount of $119,431.24 for completion of the project.

Current City of Holly Hill Purchasing Policies and Procedures:

Policy 2.39 Other Government Entities Contracts States:

"the city may use (piggy-back) any other Government entity's open contracts that have been competitively bid and awarded to the low responsive, responsible bidder meeting specifications, in accordance with City Purchasing, Regulations".

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

The City of Holly Hill has determined that in this circumstance, piggybacking a contract entered into by Pinellas Park is the most economically advantageous way for the City to procure this equipment, installation, and services.

FISCAL ANALYSIS:

This recommend solution not only gains critical new technology but also saves the City in manpower that is being diverted from other important tasks to perform manual reads. In addition, there are savings from likely future purchases of gateways damaged or experiences of equipment failures. The one-time costs for this project are $1,094,431.24 with recurring annual Orion Cellular Lte Service Unit fees of $48,870.24 year one ($0.68 per unit), $50,379.47 year two ($0.701 per unit), and $51,960.56 year three ($0.723 per unit). Currently the City pays $0.90 per unit. With this piggyback agreement the City will not pay the current rate for ten years.

STAFF RECOMMENDATION:

That the City Commission approve the Resolution as submitted by staff.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

APPROVE THE PIGGYBACK CONTRACT FOR THE PURCHASE OF AN ADVANCE WATER METER INFRASTRUCTURE (AMI) SYSTEM USING THE CITY OF PINELLAS PARK'S CONTRACT AWARDED UNDER RFP# 24.001; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE PURCHASES.

ATTACHMENTS:

- Badger Meter COHH Proposal (PDF)
- Pinellas Park RFP and Badger Agreement (PDF)
- Piggyback contract Pinellas Park Badger Meter Inc AMI (DOCX)
- Attachment A - BAR Badger AMI System (PDF)
- Badger ORION Cellular Water Endpoints Warranty (PDF)

Resolution No. 2025-31

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF A ADVANCE WATER METER INFRASTRUCTURE (AMI)SYSTEM FROM BADGER METER, INC., USING THE CITY OF PINELLAS PARK'S RFP #24.001; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF AN ADVANCE WATER METER INFRASTRUCTURE (AMI) SYSTEM USING THE CITY OF PINELLAS PARK'S CONTRACT AWARDED UNDER RFP# 24.001; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill desires to purchase an Advance Water Meter Infrastructure (AMI) system from Badger Meter, Inc., under the City of Pinellas Park's software services agreement awarded under RFP #24.001; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

WHEREAS, the City Commission of the City now desires to (I) authorize and approve the form of the contract by the City of Pinellas Park's water metering system agreement and any other documents awarded under RFP #24.001; and

WHEREAS, the City has determined that in this circumstance, piggybacking onto an agreement entered into by the City of Pinellas Park, is the most economically advantageous way to procure these goods and services; and

WHEREAS, the City has performed all acts, conditions, and things relating to the

acquisition of the water metering system as are required by the Constitution and Laws of the State of Florida, and the Charter and Code of Ordinances of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to Article VIII, Section 2, of the Constitution of the State of Florida and Chapter 166, Florida Statutes, (collectively, the "Act")., as well as the City Charter and Code of Ordinances.

SECTION 2. DEFINITIONS. As used herein:

(a). "City" means the City of Holly Hill, Florida.

(b). "City Manager" means the City Manager of the City or designee.

(c). "Clerk" means the Clerk of the City or designee.

(d). "Finance Director" means the Finance Director of the City.

(e). "Mayor" means the Mayor of the City or in the Mayor's absence or unavailability the Vice-Mayor.

(f). "City Attorney" means the City Attorney of the City or designee.

SECTION 3. FINDINGS AND AWARDS.

(a). The findings and declarations of the City contained in the above WHEREAS clauses are hereby incorporated as a part of this Resolution.

(b). It is in the best interest of City and its inhabitants to contract with Badger Meter, Inc. to purchase AMI.

(c). It is hereby ascertained, determined and declared that in light of prevailing and anticipated market conditions, it is in the best interests of the City to enter into a contact Badger Meter, Inc. to purchase AMI.

SECTION 4. Authorization of Contract. The forms of the scope of services and contract documents attached hereto, Exhibit B, or as may be required to be modified are hereby approved. The City Manager is hereby authorized to execute said agreement for Advanced Water Metering (AMI) system purchase, in substantially the forms attached hereto. The total one time costs shall be $1,094,431.24 with the year one cellular service annual fees of $48,870.24. All further costs are contingent upon future budget appropriations.

SECTION 5. Additional Authorizations Concerning the Scope of services and Contract. The City Manager, or designee(s), are hereby charged with the responsibility for implementing the agreement for purchase of AMI system.

SECTION 6. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision

in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 7. CONFLICTS. All resolutions of the City or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of APRIL , 2025.

Badger Meter

City of Holly Hill, FL

Badger Meter
4545 Brown Deer Road
Milwaukee, Wisconsin 53223

Mark Wright
Sales Manager

414-371-6540
mwright@badgermeter.com

Attachment: Badger Meter COHH Proposal (2025-R-31 : Approve Piggyback of Pinellas Park's Contract for Advanced Water Meter Infrastructure

Badger Meter

4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 53117

RE: Request for Project Information

Dear City of Holly Hill:

Accompanying this letter is the proposal from Badger Meter, Inc. (“Badger Meter”) for the City of Holly Hill’s (the “City”) turnkey cellular AMI changeout project of approximately 5,000 services. The proposal is a “Piggyback” based on the City of Pinellas Park’s AMI contract with Badger Meter. The Pinellas Park contract was awarded to Badger Meter after the publicly bid AMI RFP in 2024. The turnkey solution proposed by Badger Meter, in collaboration with our installation partner Pedal Valves, Inc. (“PVI”), will fully convert all of the City’s remaining SE Fixed Network endpoints to Badger ORION® Cellular endpoints. There are approximately nine hundred services that the City has already converted to the ORION Cellular protocol. Converting all of the City’s services to cellular from fixed network will eliminate the need to use the City’s remaining Gateways for meter reading.

We take great pride in our top-tier team, streamlined operations, and innovative products, which have consistently enabled us to fulfill the full commitment to cellular conversion. By choosing Badger Meter, Holly Hill can be confident in receiving a comprehensive smart water solution that caters to the entire water ecosystem, while ensuring an extraordinary customer experience. Together, we can redefine the standards of partnership and shape the future of water management.

Badger Meter is a market leader in water meter technology with 1209+ years of experience designing, manufacturing, and supplying water meters; this includes over 35 million water meters nationwide. Our primary focus is optimizing water distribution operations within the water utility industry and has been a leading AMR/AMI provider since 1986. We have successfully deployed millions of our flagship ORION® endpoints for thousands of utilities since its introduction to the market. Despite decades of experience as an AMR/AMI provider, Badger Meter continues to innovate and evolve our technology, including being one of the first providers of NaaS (Network as a Service) in the water utility industry. This steady development and evolution are a testament to our constant focus on technological advancement. With over a century in the metering business, and decades of experience providing best-in-class AMR/AMI hardware and software solutions, the City can rest assured Badger Meter is a reputable company renowned for providing the products our customers can trust.

Badger Meter is equipped with the right components and personnel to tailor your AMI system to reach your goals. In fact, our cloud-based Software as a Service ("SaaS") - BEACON®, will provide the City with an unprecedented view of the network using the 15-minute interval data provided by our ORION Cellular Network as a Service ("NaaS"). Our ORION NaaS is a simple client-side infrastructure-free, condensed solution with architecture that eliminates network risk when compared to fixed network AMI solutions which require additional communication equipment. Our ORION Cellular NaaS solution's direct communication from the endpoint to the cellular carrier eliminates the tampering, security concerns and

Attachment: Badger Meter COHH Proposal (2025-R-31 : Approve Piggyback of Pinellas Park's Contract for Advanced Water Meter Infrastructure

reliability risks that come with fixed network equipment. Once the data is communicated over the cellular network, it is then presented in BEACON. The analytics in BEACON will give the City the ability to diagnose field issues from the office, without the burden of purchasing, installing, or maintaining fixed network infrastructure for the 20-year system lifecycle.

The City will receive superior hardware and a network and software solution featuring:

- **Available and Expanding Network**: Our ORION Cellular NaaS solution is a cellular endpoint-based solution that provides the City a direct communication link between each customers' meter and existing cellular networks already deployed and ready to accept data within the City's service territory. In addition, with the City's growth, the network will automatically expand in both data volume capabilities and coverage area.

- **Future-Proof**: Our hardware, network, and software are designed to handle more data and more data transmissions than traditional fixed-based networks. The network scales with the City's growth and allows also for the implementation and integration of additional Badger Meter solutions including pressure management, non- revenue water and water quality. ORION Cellular endpoints are engineered to be configurable and upgradable over the air for efficient system updates/upgrades without ever having to visit the field.

- **Secure Two-Way Transmissions**: Designed to facilitate two-way transmissions, our ORION Cellular NaaS solution uses a private Multi-Protocol Label Switching (MPLS)-based Virtual Private Network (VPN) to secure your data from the public internet.

- **Best-in-Class Reliability**: Our ORION Cellular NaaS solution is designed with robustness, redundancy, and resiliency provisions to deliver valuable data to the City without significant interruption or downtime. Released in 2017, the ORION Cellular endpoints operate on the LTE-M network, a Low Power Wide Area Network (LPWAN) and specifically developed for Machine to Machine (M2M) communications.

- **Intuitive, Innovative, Secure Software**: BEACON SaaS is cloud-based and powered by the ORION Cellular NaaS solution. BEACON is provided as a managed SaaS offering, built to minimize the deployment and software maintenance costs to the City. Also included in the solution is our consumer portal, EyeOnWater®, which provides near real-time data to engage users, assist with conservation, and provide high usage and potential leak awareness.

- **Diverse and Growing Portfolio of Solutions**: Badger Meter is committed to providing forward-thinking technologies that offer water utilities comprehensive solutions for their water distribution and sewer systems. Our growing and versatile smart water solutions enable utilities to manage the complete water lifecycle. We continue to add capabilities to the portfolio including high-frequency pressure monitoring and acoustic leak detection, real-time water quality monitoring through optical and electrochemical sensing, remote telemetry hardware, and software/analytics capabilities.

There are a multitude of efficiencies Badger Meter customers gain through the implementation of a cellular AMI system including but not limited to accurate, analytical, and actionable data. Badger Meter uses a four-pillar approach: **Intelligent Measurement**; **Reliable Communication**; **Integrated Data**; and **Actionable Analytics**. The data provided by the solution transforms the way a utility operates. Badger Meter will help the City tell a complete story with your unique data, which will enable the City to view the

water system holistically, empowering precise and informed decisions surrounding asset management as well as customer service opportunities.

In addition to the above features of Badger Meter's AMI solution, we also have a dedicated team of seasoned professionals with decades of project management experience to help to streamline the implementation process. The Turnkey Operations ("TK-Ops") team at Badger Meter, through collaboration with our clients, has successfully completed 50+ turnkey AMR/AMI systems, on time and within budget. The implementation process is continually updated using lessons learned from the full range of our deployments.

Our installation partner, PVI, will further enhance our project execution capabilities. PVI brings more than 31 years of experience with municipal water systems to this turnkey project. Their team of experts each possess an average of 20 years of experience in the water meter installation industry. Leveraging the cutting-edge National Installation Management System (NIMS), PVI will expertly manage every aspect of the installation process. The partnership between Badger Meter and PVI will enhance our ability to deliver projects within the prescribed timelines while maintaining exceptional quality and service standards. When the City is deciding on an installation team, know that PVI is both a leader and an innovator in the industry with over 160 successful deployments.

Badger Meter provides complete water management solutions and exclusively manufactures all our products. Our portfolio includes a wide range of capabilities to advance the City on its technology journey by adopting cutting edge solutions across all practice areas. With products supporting the entire water lifecycle, Badger Meter is here to aid Holly Hill in fulfilling its vision of planning for progress from now into 2050, "ensuring that water and sewer facilities are sufficient to meet the level of service for existing and future development."

In the event you have any questions regarding this correspondence, our Proposals department can be reached by email at proposals@badgermeter.com or by telephone at 800-876-3837. Additionally, you may contact your Sales Manager, Mark Wright, by email at mwright@badgermeter.com or by telephone at 414-371-6540. We look forward to assisting the City with its objectives to convert existing water meters and meter reading systems to a state-of-the-art solution that leverages smart devices to improve the City's water operations.

Utilities continue to choose Badger Meter smart water solutions due to our commitment to excellence and our ability to deliver proven solutions that meet their current and evolving requirements. We look forward to assisting the City with converting its existing water meters and meter reading systems to a state-of-the-art infrastructure-free solution that leverage cell towers and smart devices to improve the City’s water operations. Thank you for considering Badger Meter.

Sincerely,

BADGER METER, INC.

Kenneth Bockhorst
Chairman, President and Chief Executive Officer

GENERAL DISCLOSURES

CONFIDENTIALITY STATEMENT

The information contained herein is to be considered confidential and proprietary to the extent allowable by law. © 2025 Badger Meter, Inc. All rights reserved.

DISCLOSURES

For this response, please note payment terms are net 30 days. Prices quoted in this bid, if awarded to Badger Meter, will remain firm for one year, through February 28, 2026, if acceptance is made within 60 days.

If applicable, sales tax and freight will be calculated based on rates and tax status in effect at the time of invoicing. Badger Meter reserves the right to adjust pricing during the term to account for changes in law or other geoeconomic influences that are not enacted at the time of bid including, but not limited to, tariffs, duties, and taxes.

Due to continuous improvements and redesign of our products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products, provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

We provide certification files to help you manage your meter and endpoint inventory along with the corresponding meter accuracy data. The standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis.

Attachment: Badger Meter COHH Proposal (2025-R-31 : Approve Piggyback of Pinellas Park's Contract for Advanced Water Meter Infrastructure

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PRICING

Attachment: Badger Meter COHH Proposal (2025-R-31 : Approve Piggyback of Pinellas Park's Contract for Advanced Water Meter Infrastructure

Holly Hill, FL

Badger Meter

BlueEdge™ by Badger Meter

Pricing Summary		
Badger Meter Product	$	793,730.00
Integration & Training	*Not included in summary, see alternates*	
Service Units		
BEACON Service Units	*See last page of pricing for 20 year forecast*	
Installation & Services		
Project Management & Bonding	$	128,882.04
Meter Installation Labor	$	171,819.20
3rd Party Product & Labor	$	-
Other Labor	$	-
TOTAL	**$**	**1,094,431.24**

Alternates and Optional Items / Services	*Not included in summary, see alternates*

Notes and Disclosures

Total Ongoing O&M costs (Service Units) will be determined by the number of installed endpoints at the time of billing. Monthly Service Unit Fee includes the following: ORION® Network as a Service, BEACON® Software as a Service, BEACON® Utility Software, EyeOnWater® Consumer Portal, EyeOnWater® Smartphone App, 24/7 Technical Support, Local Field Support and Cellular Communication.

Badger Meter reserves the right to increase Service Unit pricing 3% annually to begin in year 2. Rounded up to three decimal places.

Total quantity of service units are based off the total amount in the City's portfolio, not the amount quoted.

Attachment: Badger Meter COHH Proposal (2025-R-31 : Approve Piggyback of Pinellas Park's Contract for Advanced Water Meter Infrastructure

Holly Hill, FL

Badger Meter Products

Part Number	Description	Quantity	Unit Price	Ext Price	Comments
100-6192	HR-E High Resolution Encoder, 8 Dial, Gallons, Twist Tight, 5'	4,669	$ 60.00	$ 280,140.00	
103-6671	ORION Cellular Endpoint	4,669	$ 110.00	$ 513,590.00	
Badger Meter Product Subtotal				**$ 793,730.00**	

Installation and Services

Badger Meter Turnkey Services					
	Description	Quantity	Unit Price	Ext Price	Comments
	Mobilization / Demobilization	1	$ 42,222.22	$ 42,222.22	
	Warehousing	1	$ -	$ -	Warehousing provided by the city of Holly Hill
	Pedal Valve Project Management Fee	2	$ 22,500.00	$ 45,000.00	Quantity per month, estimated duration two months
	NIMS Standup and Integration	1	$ 17,850.00	$ 17,850.00	
	Badger Meter Project Management Services & Fees	2	$ 11,904.91	$ 23,809.82	Quantity per month, estimated duration two months
Badger Meter Turnkey Services Subtotal				$ 128,882.04	
Installation Labor, Products - Full Deployment					
Size	Description	Quantity	Unit Price	Ext Price	Comments
5/8"	Retrofit meter with encoder/endpoint	4,669	$ 36.80	$ 171,819.20	Meter installation and data capture pursuant to section 4.2 of SOW.
Installation Labor, Products - Full Deployment Subtotal				$ 171,819.20	

Badger Meter COHH Proposal (2025-R-31 : Approve Piggyback of Pinellas Park's Contract for Advanced Water Meter Infrastructure

Holly Hill, FL

Alternates and Optional Items

Alternate Badger Meter Products

Part Number	Description	Quantity	Unit Price	Ext Price	Comments
68891-001	IR Communication Device	1	$150.00	$ 150.00	

Alternate Third Party Products (Boxes & Lids)

Part Number	Description	Quantity	Unit Price	Ext Price	Comments
	11x32 Tier 15 Replacement Lid	1	$ 63.27	$ 63.27	
	11x32 HDPE Meter Box	1	$ 88.50	$ 88.50	
	11x18 Tier 15 Replacement Lid	1	$ 49.44	$ 49.44	
	11x18 HDPE Meter Box	1	$ 59.47	$ 59.47	
	14x20 Tier 15 Replacement Lid	1	$ 66.67	$ 66.67	
	14x20 Light Duty Meter Box	1	$ 37.24	$ 37.24	
	17x30 Tier 15 Replacement Lid	1	$ 125.43	$ 125.43	
	17x30 HDPE Meter Box	1	$ 102.42	$ 102.42	
	11x18 Reclaimed Water Logo Replacement Lid	1	$ 49.68	$ 49.68	
	Vault Retrofit	1	$ 100.30	$ 100.30	

Installation Alternates

	Description	Quantity	Unit Price	Ext Price	Comments
	Communication: Mailers	1	$ 3.38	$ 3.38	
	Communication: Door Hangers	1	$ 2.25	$ 2.25	
	Sub-meter GPS Survey	1	$ 13.50	$ 13.50	Consumer grade GPS accuracy is included with installation for no additional charge. This line item is the additional cost to capture higher accuracy GPS coordinates if so desired.
	Replace Meter Pit Lid	1	$ 11.50	$ 11.50	
	Replace Meter Box (up to 17"x30")	1	$ 63.25	$ 63.25	
	Concrete Work	1	$ 230.00	$ 230.00	Subject to Assumptions
	Install Buddy Box for Vault Set	1	$ 63.25	$ 63.25	
	Install AMI-Friendly Vault Kit	1	$ 207.00	$ 207.00	

ter COHH Proposal (2025-R-31 : Approve Piggyback of Pinellas Park's Contract for Advanced Water Meter Infrastructure

Alternates and Optional Items

	Line Testing with Meter Install, <2"	1	$ 16.88	$ 16.88	Scratch/Magnet
	Line Testing independent of Meter Install, <2"	1	$ 33.75	$ 33.75	Scratch/Magnet
	New meter with endpoint, 5/8"-1"	1	$ 67.85	$ 67.85	
	New meter with endpoint, 1.5-2"	1	$ 276.00	$ 276.00	
	New meter with endpoint, 3"	1	$ 828.00	$ 828.00	
	New meter with endpoint, 4"	1	$1,035.00	$ 1,035.00	
	New meter with endpoint, 6"	1	$1,236.25	$ 1,236.25	
	New meter with endpoint, 8"	1	$1,646.80	$ 1,646.80	
	Hourly Rate	1	$ 106.88	$ 106.88	Refer to SOW; Any instance utilizing hourly rate will be charged a minimum of 1 hr

Optional Integreation or Training

Part Number	Description	Quantity	Unit Price	Ext Price	Comments
69328-202	On-Site Training, first day	2	$3,000.00	$ 6,000.00	
69328-912	On-Site Training, consecutive day	1	$3,000.00	$ 3,000.00	
BEACON-001	BEACON Activation	1	$0.00	$ -	
BEACON-ENGAGEMENT	BEACON Engagement Fee	1	$38,000.00	$ 38,000.00	
66220-201	Std Billing Integration	1	$20,000.00	$ 20,000.00	

Optional Bonding

	Description	Quantity	Unit Price	Ext Price	Comments
	Badger Meter Bonding	1	$8,029.00	$ 8,029.00	
	Pedal Valve Bonding	1	$7,045.50	$ 7,045.50	

ter COHH Proposal (2025-R-31 : Approve Piggyback of Pinellas Park's Contract for Advanced Water Meter Infrastructure

Holly Hill, FL

BEACON Service Units

Part Number	Description	Quantity	Unit Price	Ext Price	Comments	Contract Year
68886-104	ORION Cellular Endpoint	71,868	$ 0.680	$ 48,870.24		1
68886-104	ORION Cellular Endpoint	71,868	$ 0.701	$ 50,379.47		2
68886-104	ORION Cellular Endpoint	71,868	$ 0.723	$ 51,960.56		3
68886-104	ORION Cellular Endpoint	71,868	$ 0.745	$ 53,541.66		4
68886-104	ORION Cellular Endpoint	71,868	$ 0.768	$ 55,194.62		5
68886-104	ORION Cellular Endpoint	71,868	$ 0.792	$ 56,919.46		6
68886-104	ORION Cellular Endpoint	71,868	$ 0.816	$ 58,644.29		7
68886-104	ORION Cellular Endpoint	71,868	$ 0.841	$ 60,440.99		8
68886-104	ORION Cellular Endpoint	71,868	$ 0.867	$ 62,309.56		9
68886-104	ORION Cellular Endpoint	71,868	$ 0.894	$ 64,249.99		10
68886-104	ORION Cellular Endpoint	71,868	$ 0.921	$ 66,190.43		11
68886-104	ORION Cellular Endpoint	71,868	$ 0.949	$ 68,202.73		12
68886-104	ORION Cellular Endpoint	71,868	$ 0.978	$ 70,286.90		13
68886-104	ORION Cellular Endpoint	71,868	$ 1.008	$ 72,442.94		14
68886-104	ORION Cellular Endpoint	71,868	$ 1.039	$ 74,670.85		15
68886-104	ORION Cellular Endpoint	71,868	$ 1.071	$ 76,970.63		16
68886-104	ORION Cellular Endpoint	71,868	$ 1.104	$ 79,342.27		17
68886-104	ORION Cellular Endpoint	71,868	$ 1.138	$ 81,785.78		18
68886-104	ORION Cellular Endpoint	71,868	$ 1.173	$ 84,301.16		19
68886-104	ORION Cellular Endpoint	71,868	$ 1.209	$ 86,888.41		20
Badger Meter Service Units Subtotal				**$ 1,323,592.96**		

TURNKEY PROJECT APPROACH AND PROPOSED STATEMENT OF WORK

Attachment: Badger Meter COHH Proposal (2025-R-31 : Approve Piggyback of Pinellas Park's Contract for Advanced Water Meter Infrastructure

Turnkey Project Approach and Proposed Statement of Work
City of Holly Hill, FL

Prepared By: Badger Meter, Inc – Turnkey Operations (TK-Ops)

Badger Meter

Prepared: Friday, March 14, 2025

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Document Revision Log

Revision	Summary	Revision By	Date
1.0	Original Document Creation	J. Morrison	03.10.2025

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1 Introduction

1.1 Document Introduction

This document is a preliminary project plan which constitutes the Statement of Work (SOW) that will be undertaken by Badger Meter's Turnkey Operations (TK-Ops) team to deliver the services and deliverables relating to the City of Holly Hill (the "City")'s request to receive services similar to those being provided to the City of Pinellas Park, Florida by Badger Meter.

This document will discuss the project process that Badger Meter proposes, requirements that may exist, project assumptions, processes and procedures, preliminary timelines, and other pertinent information to demonstrate the approach to be undertaken and Badger Meter's understanding of the project.

1.2 Document Definitions

In addition to the definitions listed below, any terms defined throughout this document shall have the meaning as defined therein.

Term	Definition
AMI	Advanced Metering Infrastructure – the system to be deployed as part of the project to collect, communicate, and analyze the data from water meters and other devices under the umbrella of the system
Billing Vendor/CIS System	The provider of customer information (CIS) and billing software used by the City
Business Day	City of Holly Hill working days, Monday to Friday, excluding Federal or City holidays.
Calendar Day	One day (24 hours) as measured from one midnight to the next midnight on a given date.
Cycle	A geographic grouping of routes within the City's service territory. One cycle comprises multiple routes
Definition of Time	For all milestone and schedule time scales, calendar days will be used to facilitate use across project scheduling software. For all expectations of communication or responsiveness, business days are used.
IP	Installation Partner – a subcontractor retained by Badger Meter to perform installation work relating to the project. Badger Meter thoroughly vets its installation partners in order to provide the highest possible degree of service to utility customers.

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MMCO	Mass Meter Change Out – a file generated by the installation partner's WOMS (work order management system – see below) to update the City's operational and billing software with new meter information. Typically, although not exclusively, transmitted as a flat file or .csv.
NTP	Notice To Proceed – a formal document that forms one of the contract milestones and directs Badger Meter to begin performing work.
PVI	Pedal Valves, Inc – the installation partner selected by Badger Meter for this project.
RFP	Request for Proposals – used herein as shorthand for the elements released by the City to request these proposals for services.
Route	A group of accounts in close proximity to one another within a cycle. Generally, these routes are created to support meter reading operations. Installations on the project will typically proceed route-by-route for coordination and sequencing purposes.
RTU	Return To Utility – a reporting status that indicates an installation has been removed from the project scope of Badger Meter and its IP. RTU status can be triggered by (but is not limited to) the following: customer refusal, expiration of the UIR designation period, diversion/tamper identified, etc. No further work will be attempted by Badger Meter or its IP on an account that has been set to RTU and will be removed from the project scope.
SOW	Statement of Work – the work to be performed by Badger Meter and/or its partners as specified in this document.
UIR	Utility Intervention Required – a reporting status that indicates action from the utility and/or homeowner is required to remove obstructions and/or resolve issues to permit the successful installation of a new meter. Accounts designated this status by Badger Meter will remain as a UIR for ten (10) business days, at which point this account will automatically be designated an RTU.
WOMS	Work Order Management System – the software platform used by the installation partner to plan and manage the work on the project. the City will have access to the WOMS and will be able to view completion progress as well as installation information for accounts (including photos).

1.3 Turnkey Project Background

Badger Meter has a history of successful project delivery for utilities that encompasses both advanced meter reading ("AMR") and AMI projects. This history dates back to the initial emergence of these technologies, as Badger Meter has been an industry leader in the

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development and deployment of both AMR and AMI. To date, Badger Meter has delivered turnkey deployments to utility customers that range in size from only a few hundred services to over 400,000. A point of pride in this history is that Badger Meter has delivered all its turnkey deployments within the contracted time and budget, and not once has invoked Force Majeure.

To maintain this history of project success and deliver this proposed project, Badger Meter uses a customer-focused project management methodology that draws on principles in the Project Management Institute standard for Project Management[1]. Due to the nature of AMI deployments, no one single management framework is used. Instead, Badger Meter's TK-Ops has developed a bespoke project approach that incorporates traditional (or waterfall) project management, agile, lean, and iterative project management to ensure a successful deployment for its customers.

This project forms but one part of Badger Meter's ongoing relationship with the City. Historical results have shown that utilities who engage in long-term strategic partnerships beyond a single project effort are better able to realize success from their AMI/AMR project due to the heightened level of understanding between the utility and its solution supplier.

As a result of these methods and practices, Badger Meter has helped utilities worldwide realize lasting and transformative benefits through AMI projects.

1.4 Introduction to Products and Projects

Badger Meter will deploy its BEACON® Software as a Service (SaaS) with ORION® Cellular endpoints in an implementation that will cover approximately 5,000 services across the City's service territory. Based on Badger Meter's experience managing deployments of comparable size, and in compliance with the City's expectations as previously enumerated to Badger Meter, a project duration of approximately 2 months (60 calendar days[2]) is estimated. This timeline includes an allotment of time for pre-construction planning and integration to be performed. Section 3.0 details this proposed project timeline in greater detail.

Badger Meter will supply the following equipment in support of the project. This list does not comprise an exhaustive list of all equipment that may be supplied as part of Badger Meter's solution, but rather provides an overview of the scope of the proposal. For detailed specifications on these products refer to the included Badger Meter product documentation.

[1] Standard ANSI/PMI 99-001-2021

[2] For purposes of estimation, 30-day months are used. Actual duration may vary based on timing of notice to proceed.

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Table 1: High-Level Overview of Badger Meter Products

Product	Approximate Total
HR-E Register for M25 Meter	5,000
ORION Cellular C Endpoint	5,000

Badger Meter has chosen, via a rigorous evaluation process, to partner with PVI.

Badger Meter acknowledges the City's stated preference to reuse existing meter pit boxes and lids by drilling the lid whenever possible. This will be the principal plan of action for this project. Alternate pricing has been provided for common types of lids and boxes that may be encountered. If so directed, Badger Meter will procure on the City's behalf meter boxes and lids suitable for the project requirements. For more details on this process, consult Section 6.1 of this SOW.

By electing to use of the BEACON cellular solution, the City will realize time and cost savings over both the installation and life of the system as compared to a conventional fixed-network deployment, since no additional infrastructure (i.e. data collectors or gateways) need be installed or maintained over time. It is the experience of Badger Meter that one of the largest impediments to AMI project schedules can be the permitting process for installation of collectors/gateways on suitable vertical assets within the service territory. The BEACON cellular solution eliminates this schedule risk. Given that the City of Holly Hill is already deployed on BEACON and installing ORION cellular products in its territory, minimal up-front integration work is required to deliver this solution.

1.5 Project Objectives

Badger Meter and its IP are committed to helping the City realize its stated goal to improve AMI system performance through a rapid deployment of ORION Cellular Endpoints. Some specific sub-goals in support of this objective are defined herein:

Table 2: Strategic Project Objectives Supporting Key Project Objectives

Badger Meter Strategic Project Objective
1. Timely installations
2. Timely communication
3. Support of Billing Integration

Each of these strategic objectives is detailed in the subsequent list.

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Timeliness of Installations

- The tentative schedule presented in this statement of work accounts for eight (8) weeks of deployment, of which 5-6 weeks will be the installation period from receiving a Notice to Proceed. Realization of this schedule will depend on the City's active participation in certain elements of the project as defined subsequently in this document.
- Final completion date(s) for all phases of the project will be commensurate with activity start date, which shall be defined by the date that a NTP is received and acknowledged by Badger Meter.

Timely Communication

- As prescribed in Section 5 of this SOW, a centralized digital project library shall be maintained. This can be maintained by the City if the utility wishes, or it can be maintained by Badger Meter and its IP. The project library shall allow for pull communication between the project parties and shall host project documentation and records.
- Refer to Section 1.6.1 for the mutual expectation of communication timeliness.

Billing Integration

- No additional billing integration is anticipated given the City's current-state deployment of BEACON integrated with Tyler Munis. However, as per Section 7 of this document, if the City is contemplating changes to this arrangement, a half-hour (30 minute) discovery call is included in the scope of this project.

1.6 Project Assumptions

Based on the information presented to Badger Meter, the following logical assumptions are made about project conditions and constraints that may occur. These assumptions are the foundation of both this SOW and any pricing provided by Badger Meter. Any subsequent changes to or failures of these assumptions may cause required alterations to either or both the project schedule and milestones under Section 3.0 or the pricing provided for the project[3].

1.6.1 General Project Assumptions

1. All resources assigned to the project by Badger Meter, IP, and the City will be suitably skilled and trained to perform the task(s) assigned to them within the expected timeframe. The expectation is that the City's technical and business staff are familiar with their present operations as they relate to the project's components.
2. The overall project management responsibility for the project, specifically coordination of service, deployment of product and integration rests with Badger Meter TK-Ops. The lead project manager assigned to this project will be determined based on staff availability on contract execution. Project managers and/or construction managers from IP will report

[3] Changes to pricing and/or schedule will be administered per the change management plan in Section 8

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through the lead project manager. The lead project manager will be supported in their management of the project by the project teams as detailed in Section 2 of this SOW.

3. The Badger Meter team will conduct the majority of their project work off-site. However, specific project activities (including but not limited to, the project kickoff event, training, and closeout event) will be performed in person. Additionally, the Badger Meter lead project manager shall visit the project site in person approximately quarterly unless otherwise agreed or warranted. During both the IDA and the full deployment phase of the project, full-time staff from IP will be on-site to manage the installation process.
4. Badger Meter has identified its project support team and intended subcontractors. At this time, Badger Meter does not anticipate additional third-party contractors will be required to successfully deliver Badger Meter's scope of work on this project. However, should such entities become necessary due to a change in scope or project conditions that would warrant it, Badger Meter will have the responsibility for the engagement and deliverables of such an entity.
5. Pricing for additional testing of new or removed meters is not included. Badger Meter provides certified test result files for all meters that it manufactures at the time of shipment. Should the City desire such additional testing, pricing for testing can be provided upon request.
6. Subject to scheduling constraints, all project-related meetings are expected to have representatives from the Badger Meter project team, the City, and any consultant(s) (if applicable).
7. As collaboration and effective communication is a key element of any successful project, the parties mutually agree that they will use good faith efforts to provide approvals and/or responses on key project artifacts that require them within five (5) business days. If a response within that time frame is not possible, the responding party shall provide a reasonable alternative timeline in which to provide a response. Such artifacts may include requests for information (RFI), change orders, pay requests, etc. On rare occasions due to other time constraints, a more urgent approval timeline may be necessary and will be clearly marked as such on the request. In such circumstances, the shorter duration shall take precedence unless the responding party indicates that a response in such a time frame is not possible. In that instance, the responding party shall provide a response within five (5) business days.

1.6.2 Assumed Project Conditions

1. The quantities and sizes of meters upon which this SOW is based are acknowledged as the best available estimate. Should the quantities encountered in the field differ, the unit prices for additional products shall remain as presented in the contractual schedule of values ("SOV"), subject to escalation as prescribed in the response to the RFP and/or pricing assumptions in the pricing pages submitted for the RFP (as applicable).
2. It is assumed that the City both maintains and will provide to Badger Meter the complete and accurate 911-registered address information for metered accounts. It is further assumed that this data will be provided at one time, prior to mobilization.

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3. It is assumed that the route-read sequence and schedule, as well as blackout periods required for accounts will be provided prior to the installation schedule being finalized.
4. It is assumed that the City will make available to PVI a staging and warehousing space. Such a space will include secure parking for vehicles, office space for field managers, and a forklift for unloading deliveries. Given the compressed timeline of this project, such a space is required to be available at the time of contract execution.

1.6.3 Installation Assumptions

1. The pricing for installation services that has been provided assumes that all meters that are to be exchanged are 'like-for-like', with the same lay length and size, and without major plumbing or excavation work necessary to accomplish the change. Should such work be required, the procedure for its approval shall be as described in Section 6.5.11 of this SOW.
2. The base scope of this project is for the installation of new endpoints only. However, pricing has been provided to exchange meters in the event that a nonfunctioning meter is encountered. In an exchange scenario, the work will be approved subject to 6.5.11.
3. Badger Meter will thoroughly examine the existing meter conditions prior to commencing installation work. Per the procedures set forth in Section 6, work will not proceed in situations where it is reasonable to believe that performing such work will lead to further damage to plumbing or infrastructure and the account will be designated UIR. Any damage caused by Badger Meter or PVI while performing installations will be repaired by Badger Meter if the damage is directly the result of negligence. Damage resulting from latently defective infrastructure may be repaired at the provided hourly rate for plumbing repairs, if mutually agreed upon.
    - Badger Meter recommends that the City either include in this contract or allocate an allowance elsewhere for plumbing components and labor to assist in managing these repairs.
4. It is assumed that lids will be reused-in-place whenever possible. The City permits Badger Meter and PVI to perform alterations (e.g. drilling, shaving, etc.) of lids to accommodate the installation of an endpoint and top nut in situations that may require it.
    - If Badger Meter determines that a box or lid is damaged such as to prevent the lid from being reused or replaced, the account will be designated UIR for the City to replace the box or lid or direct Badger Meter to replace at the provided unit price.
        - If Badger Meter is directed to replace a box, the City permits Badger Meter and PVI to modify the box to accommodate the installation, if needed.
5. The installation of any meter in an OSHA-defined confined space will require additional safety resources, billed at the provided hourly rate.
6. All meters in the project scope are assumed to be in a City right-of-way or in a location to which the City is able to assist Badger Meter in obtaining access. As such, any landscaping impediments not placed by the City are assumed to be legal to remove/remediate without the need for extensive replacement.
    - To the extent commercially viable, Badger Meter and PVI will restore landscaping to its original appearance by replacing removed sod and dirt only.

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However, pricing is not included to procure or lay new sod or otherwise replant removed landscaping.

- Any account where impeding landscaping originates from or encroaches onto private property will be designated as RTU. The extent of landscaping work performed on private property will be strictly limited to the removal and replacement of sod/earth in the normal course of meter replacement.
- For any account impeded by concrete, an area not to exceed 3' x 3' will be cut out for access to the meter box and repoured level to the existing surface. This limited concrete replacement work includes the use of sack concrete which shall be mixed onsite. Decorative, patterned, or other specialty concrete elements are not included.

7. The pricing for installation services assumes a logical sequence of routes and/or cycles is continuously available for work, and that work can be performed in a logical, efficient, and sequenced manner (exclusive of scheduled appointments, revisits, and completing utility-assisted accounts) as prescribed in Section 6. If for any reason beyond the control of Badger Meter, installations are not able to be performed in such a fashion, all work that is impacted and performed 'out of sequence' may be billed at the hourly time and materials rate provided until work can recommence in a logical and sequenced manner.

    - The proposal as furnished is based on a five (5) day work week, with daily operations conducted from 8:00 AM to 5:00 PM local time, unless otherwise agreed ("Business Hours"). However, it is assumed that in the event of lost workdays (e.g., due to weather delays), or to accommodate customer appointment requests, Saturday and/or evening work may be performed to accommodate.
    - Other than the City's and Federal holidays and/or weather delays, it is assumed that work will continue in a seamless fashion from initial mobilization. If work is substantially interrupted due to circumstances beyond the control of Badger Meter, a demobilization/remobilization fee may be assessed.

8. Installation services to be rendered will be managed and controlled via Trackpoint-NIMS ("NIMS"), which provides handheld device functionality, GPS coordinate collection, photograph capture capabilities, data management, and work order reporting.

    - Sub-Meter GPS coordinates are included in Badger Meter's proposal, but will be captured by a separate team due to the specialty equipment required. As such, these coordinates may not be collected contemporaneously with installation.
    - While the phrase sub-meter GPS is used, and reasonable commercial efforts will be made to collect at this accuracy, some accounts may still collect at +/- 1 meter. This is due to the impact that atmospheric conditions, multipath, and satellite geometry can have on GPS coordinate capture.
    - NIMS will also capture information on pipe type investigation if opted, including photos of the scratch and/or magnet test.

- Pipe type investigation shall be limited only to the portion of the pipe readily accessible within the meter pit. No excavation or potholing beyond the meter pit will be performed. As such, Badger Meter cannot guarantee that there are no changes to pipe type between the point of investigation and the end of the line.
- Pipe type investigation will be performed at the time of meter exchange. If the investigation is directed to be performed at another time, a different unit rate will apply.
- Scratch and/or magnet testing will be conducted in accordance with AWWA procedures for same.

9. Removed meters, endpoints and other items that may be agreed upon (the "Removed Materials") will remain the property of the City. PVI will quarantine the Removed Materials within the project storage area for a period not to exceed thirty (30) calendar days. If the City requires storage of the Removed Materials for longer durations, Badger Meter may request the City, at its sole cost, to move the Removed Materials to a separate area within fourteen (14) calendar days if the storage of such Removed Materials in the project storage area begins to impede on PVI's normal operations.
10. In accordance with the installation practices set forth in Section 6 of this SOW, PVI will make good-faith efforts to locate an external spigot/hose bib/faucet to flush air and sediment from the water line after a meter exchange. If such an exterior tap is not available to the installer, or if the account's water is to be left off, Badger Meter and PVI are freed from any liability for damage caused to resident appliances/fittings caused by sediment that cannot be flushed from the line.
11. Based on information released by the City to-date, it is assumed that the majority of installations will be performed on residential streets. Traffic cones will be deployed to the front and rear of a vehicle that is parked on the residential street during the installation. All installation vehicles will follow parking regulations and posted signs. In the event that an account is identified in the preinstallation survey as requiring additional traffic control procedures, these plans will be mutually developed at the time of identification.

1.6.4 Customer Contact and Utility Assistance Assumptions

1. It is assumed that customer contact information will be provided no later than thirty (30) days prior to the earliest date a customer would need to be notified.
    - One pre-installation mailer will be sent per account, approximately one (1) week prior to that account being dispatched.
    - For commercial accounts, the preinstallation mailer will include instructions to contact PVI to schedule an appointment.
    - A post-installation door hanger will be left after a completed installation with common questions and a follow-up number for issues.
2. PVI will operate a dedicated contact phone number during the project for the City's customers. Customer calls to this number will be fielded by a PVI employee local to the project, with 24-hour availability. Calls or messages to this number will be acknowledged

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within thirty (30) minutes. A physical response, when warranted, will be provided within a further thirty (30) minutes (net one hour) during Business Hours and a further one (1) hour outside of Business Hours (net 90 minutes).

3. It is assumed that less than one (1) percent of residential (<2") meters are either 'hard to access' or would otherwise require an appointment. Hard to access meters could include, for example, meters locked behind gates, indoor-set meters, or meters obstructed by vehicles whose owners are seasonal residents and not available to provide access.
    - It is assumed that the City will provide keys or access assistance to locked gates where possible.
4. The UIR process exists to identify and remediate accounts where conditions prevent an installation being completed. Accounts that cannot be installed by PVI will be designated accordingly and the City will be notified of the designation. Examples of situations that may cause a UIR designation include: the customer contact plan has been completed but no appointment can be confirmed, a customer refusal of installation, damaged plumbing where PVI determines a meter exchange would risk additional damage, a hazardous condition, or other factors as further described in Section 6 of this SOW.
    - The City will address and assist with any account designated as UIR within ten (10) business days of the request.
    - Accounts which are not addressed within this time frame, or accounts where it is not possible to resolve the UIR situation within an appropriate amount of time will be designated as RTU by Badger Meter and are removed from the project scope.
    - Pricing allows for up to five percent (5%) of the total accounts to be designated as RTU at no additional cost. For accounts designated as RTU in excess of 5%, the applicable unit installation rate will be charged, less a fifteen percent (15%) discount, to cover the labor costs of the attempts made.
5. Pricing includes revisits to accounts post-installation acceptance of up to one percent (1%) to troubleshoot non-responsive meters and modules. Any revisits to accepted accounts in excess of 1% that are, upon review, found to not be a defective installation will be billed at the provided hourly rate.

1.6.5 Project Integration Assumptions

1. Given that the City is already utilizing BEACON, no additional integration is in scope for this project. Refer to Section 7 of this SOW.

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2 Project Resources & Stakeholders

Badger Meter proposes the following project team to support the AMI deployment for the City. Biographical information for key personnel may be found in Section 2.4 and resumes for all personnel are appended in our Resume section of the response.

2.1 Badger Meter

Table 3: Badger Meter Proposed Project Team

Contact	Title	Department
Colin Middaugh	Director, Sales – East	Sales
Brad Lowe	Manager - Utility Solutions	Sales
Sean Conlon	Technical Sales Manager – East	Sales
Mark Wright	Sales Manager - East	Sales
Patrick Williamson, PMP	Sr. Solution Architect	Sales
	Account Manager	Sales
Jessica O'Malley	Director, Turnkey Operations	TK-Ops
Jack Morrison, PMP	Manager, Preconstruction & Interation	TK-Ops
Rod Krings	Manager, Operations & Deployment	TK-Ops
TBD[4]	Lead Project Manager	TK-Ops
Joe Lucia	Manager, Field Sales Support	FSSS
Bradley Pace	Field Sales Support Specialist	FSSS
Rachel Meyer	Contract Manager	Proposals
Matthew Schuette	Manager, Technical Support	Technical Support

2.1.1 Apportionment of Badger Meter Team Responsibilities

The project team from Badger Meter will be cross-functional in nature, supporting the City's project as a unit as follows:

Project Sponsors include the Sr. Director, Utility Sales, the Regional Sales Manager, the Sales Manager, and the Director of Turnkey Operations. They are accountable for the overall success of the project and the overall experience of the City.

The **Utility Solutions Team** includes the Sr. Manager of Utility Solutions, the Sales Manager, the Solution Architect, and the Account Manager. Generally, this team will assist the City in their

[4] Project Manager will be assigned at time of contract execution based on available staffing resources.

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specification and selection of elements of the AMI solution and will ensure that the solution as deployed meets or exceeds the customer's expectations.

The Turnkey Operations (**TK-Ops)** team includes the TK-Ops manager, the lead project manager, and the associate project manager. The lead project manager will be the City's *primary point of contact* during the project and will interface with other elements of the Badger Meter team. The lead project manager is responsible for managing the delivery of this SOW. The TK-Ops manager will support the lead project manager, assist in resolving issues that may arise, coordinate interdepartmental responses, and ensure best-in-class customer support. The associate project manager is responsible for assisting the lead project manager with project administration, including for example monthly invoicing and schedule updates.

The **Field Services Sales Support (FSSS)** team consists of the Field Sales Support Specialist, Supervisor, and Manager, and works closely with the TK-Ops team to deliver the project goals and ensure a smooth operational transition for the City to AMI by conducting training sessions and facilitating technical discussion.

The **Software Integration** team consists of the BEACON Interface Analyst, the Strategic Software Manager, the Solution Architect, and the Badger Meter lead project manager. These individuals will work with the City and the Billing Vendor, to define and deploy BEACON software billing integrations as prescribed in Section 7.

The **Contract Management** team consists of the contract manager, the TK-Ops manager, the lead project manager, the account manager, and the sales manager. Their role is to ensure that the deliverables of this SOW and the objectives of the project are met, and that any changes to the contract that may be required are administered expediently and accurately.

The **Material Coordination** team consists of the Sr. Manager of Customer Care, the lead project manager, and the account manager. These individuals ensure that all products furnished by Badger Meter are available, ordered, and invoiced in an appropriate window of timeliness.

2.2 Installation Partner

Badger Meter's best practice for delivering turnkey projects includes a partnership with an experienced installation partner who will be the responsible entity for certain elements of the project. The installation partner selected for this project is PVI, as defined previously.

PVI will employ appropriate full-time onsite project staff to support their installation crews and execute the daily logistical management of the project installation and inventory, as well as to supervise and coordinate the meter installation technicians. However, there is more to an AMI deployment than the actual installation. As part of their services to the City, the installation partner will capture accurate project change-out data through their WOMS, NIMS. To provide continuity of data and simplicity of access to the City, all installation data, including work order status, route saturation, installation photographs, work schedules, and last read before change-

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out will be available to the City via this platform. Additionally, PVI will perform installation data quality control as specified in Section 4.2 of this document to ensure that only high-quality data is passed to the City. Most importantly, PVI will perform their tasks on this project without interfering with the City's ability to conduct meter reading and billing operations during the project period.

2.2.1 Installation Partner Project Teams

Table 4: Installation Partner Proposed Project Teams

Contact	Title	Department	Partner
Robby Gilbert	Vice President	Executive	PVI
Andrew Suffrin	Director, Sales	Sales	PVI
Jason Wilkie	VP – Operations & Safety Manager	Construction	PVI
Chad Nuccio	Construction Manager	Construction	PVI
Donnie Matthews	IT and Quality Manager	Quality	PVI

2.3 Proposed Team Organization Chart

As is evident from the organization chart below, the City will be well supported by Badger Meter and its IP. Badger Meter's Project Manager will coordinate directly with the City's project manager and will supervise the project's operations through the safety manager, installation manager, and quality manager. Badger Meter's Contract Manager, Integration Lead, Lead Trainer, and Solution Architect will report through the lead project manager. Additionally, and characteristic of Badger Meter's approach to this project as a partnership, the extended Badger Meter sales team will continue to liaise with and support the City's executive leadership to ensure the solution delivered by the Project Team is exceeding the City's expectations.

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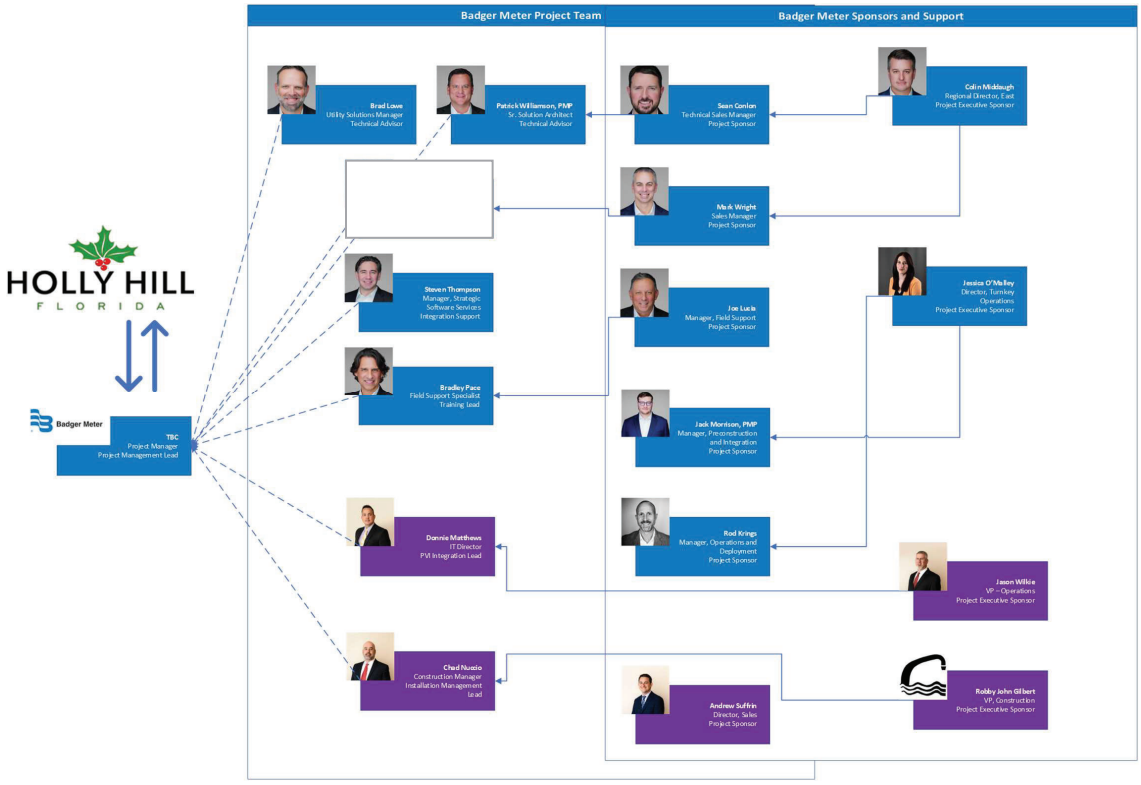

Figure 1: Proposed Team Organizational Chart

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2.4 Key Team Members

INTENTIONALLY OMITTED.

2.5 Communications Partner

INTENTIONALLY OMITTED.

2.6 Stakeholder Change Management

Over the course of the project, there may occur a circumstance where a stakeholder will depart the project, or where a new stakeholder will join the project mid-stream. This is not unexpected of projects with this number of stakeholders. However, a change in the stakeholders of a project can cause disruption, so a plan to manage the change and to effectively on- and off-board stakeholders is necessary.

What follows in this section is the proposed stakeholder change management plan, which generally takes the form shown in Figure 2.

Figure 2: Stakeholder Change Management Process

2.6.1 Identify Changing Stakeholder Responsibility

There are two principal types of stakeholder change: temporary (such as a vacation or other leave of absence from the project) and permanent. In either case, the project team will review the changing stakeholder's open project action items in the project Risk, Action, Issues, and Decisions (RAID)[1] log and ensure all are reassigned and accounted for.

While a one-for-one exchange of stakeholders may be preferred, it may not always be possible, and the responsibilities of the changing stakeholder may need to be distributed to several individuals. The purpose of the RAID review is to ensure all those assuming new responsibilities are aware of and accountable for their tasks.

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2.6.2 Onboard New Stakeholder(s)

In some cases, a new stakeholder may come to the project having not previously been a part of the project team. In this scenario, it is both practical and necessary to hold a stakeholder transition session. This can take the form of an item on a larger meeting agenda, a dedicated meeting, or an asynchronous document exchange (though asynchronous onboarding is the least preferred). Upon identification of a new stakeholder, the project team, facilitated by the Badger Meter lead project manager, will hold a transition session to bring the new stakeholder up to speed on project developments and milestones both upcoming and previously achieved.

2.6.3 Monitor New Stakeholder Engagement

The new stakeholder will be monitored by the project team to ensure that they are able to engage with and successfully deliver their portion(s) of the project. If issues are identified, they will be resolved through additional stakeholder management.

[4] Refer to Section 5.3 of this SOW for additional information about the project RAID log and its role in the project approach.

2.7 Project Communication Plan

The project the City proposes to undertake is of key importance and high visibility. Accordingly, there is a need to define the project communication plan to support the project over its lifecycle. This plan is detailed in the table below.

Table 5: Proposed Project Communication Plan

Communication	Audience	Purpose	Timing	Method
Initiation Meeting	All primary stakeholders, project executives	Gather information for project plan	Before project start date	Meeting(s)
Kickoff Event	All stakeholders	Communicate project plans and stakeholder responsibilities	At beginning of project	On-Site
Project Management Meeting	Project Managers, identified stakeholders	Review project progress, tasks, and action items	Biweekly	Meeting
Project Team Meeting	Core Project Team	Provide update on project team efforts, issues, and make necessary decisions	Biweekly[5]	Meeting

[5] The structure of the Project Management meeting and the Project Team Meeting is that they alternate weekly.

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Executive Report-Out	Project Executives and Sponsors	Provide high-level project updates and communicate progress to leaders	Monthly/Quarterly	Meeting
Closeout Meeting	Project team, identified stakeholders, executives, sponsors	Review accomplishments and lessons learned, formally close project	At end of project	On-Site
Installation Summary	Project Team	Update completed accounts, RTU accounts, and detail any additional work performed	Weekly	Report
Schedule Updates	Project Team	Update progress against plan, report milestones	As needed or requested	Report
Live Installation Data	Relevant Stakeholders	Detail which accounts have been worked in a given day	Available via WOMS web portal	Report
BEACON Status Reporting	Relevant Stakeholders	Detail communication and read performance of BEACON system	Available via the BEACON platform	Report

Beyond the planned communication laid out in the preceding table, Badger Meter's lead project manager shall provide the City with other periodic additional reporting as requested by the City. The precise content, audience, format, and frequency of said additional reporting shall be agreed at the time of request.

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3 Proposed Project Timeline & Milestones

3.1 Project Schedule

Based upon the scope of work laid out in the RFP event, Badger Meter and its IP are confident that this project can be completed within the 2-month (60 calendar days) duration alluded to previously. In order to achieve this timeline, the support and sponsorship of the City will be needed.

To that end, Badger Meter and its IP have prepared a preliminary project schedule and milestone list, as enumerated subsequently in this Section. These are based on the project team's understanding of the work to be completed, forecast resource and material availability, and projected installation rates. However, the project schedule is and will remain a living document. It will be reviewed by the Badger Meter project manager with the City's project manager at intervals suitable to the project's phase and progress and updated regularly. Please see the below Figure 3 for a depiction of the proposed project schedule.

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Task Name	Duration	Start Date	End Date	Predecesso...
City of Holly Hill AMI Deployment	60d	05/01/25	07/23/25	
Phase I: Preconstruction	4d	05/01/25	05/06/25	
Award and Execute Contract (assumed date)	1d	05/01/25	05/01/25	
Notice To Proceed #1	1d	05/02/25	05/02/25	3
Holly Hill Makes Warehouse Space Available	1d	05/02/25	05/02/25	3
Kickoff Event	2d	05/05/25	05/06/25	4
Place Materials On Order	1d	05/05/25	05/05/25	4
Phase II: Installation	43d	05/09/25	07/08/25	
Receive Project Materials (Initial Shipment)	1d	05/20/25	05/20/25	7FS +10d
Deployment Planning	2d	05/09/25	05/12/25	6FS +2d
Installations	35d	05/21/25	07/08/25	9
Phase IV: Project Completion and Closeout	11d	07/09/25	07/23/25	
Substantial Completion Achieved	1d	07/09/25	07/09/25	11
Installation Punch-List and RTU Cleanup	5d	07/10/25	07/16/25	13
System Validation and Final Acceptance	5d	07/17/25	07/23/25	14
Projected Completion Date	0	07/23/25	07/23/25	15

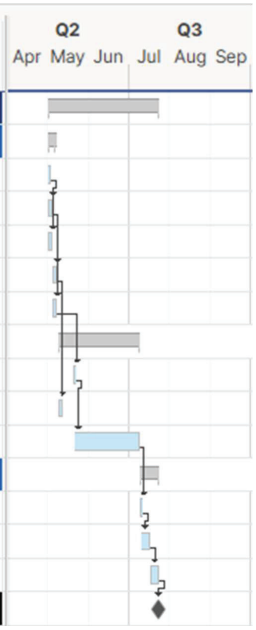

Figure 3: Preliminary Project Schedule

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3.2 Project Milestones

Within the Proposed Project Schedule presented in Section 3.1 are the following key milestones listed below. The list presented here is neither exhaustive nor final but serves to highlight the milestones that Badger Meter and its IP have identified based on experience as key in the progress of the schedule. Specific timing thereof will be agreed in the non- schedule refinement process post-award. Some of these milestones are tied to specific billing for services per the schedule of values bid by Badger Meter and are marked accordingly.

Table 6: Proposed Project Milestones

Milestone	Type	Summary	Related Billing
Kickoff Event	Meeting	Review scope and schedule with key stakeholders, develop relationships and assess workflows.	Bonding, first month of project management, any mobilization fees, etc.
NTP1	Milestone	Formal notice to proceed with project work issued by the City.	
MMCO Design	Workshop	PVI and Badger Meter-facilitated workshop with the City to review interface between WOMS MMCO data and the City applicable Systems (which may include GIS, MDM, etc.). This session is not intended to review billing integration.	
Deployment Planning	Workshop	Badger Meter and PVI facilitated workshop to review schedule, tools and procedures, QA/QC processes, installer training and identification processes, and outreach support during deployment	
Substantial Completion	Milestone	Given by the substantial completion of the full deployment activity and relevant testing	
Project Completion	Milestone	Realized upon completion of the project with system sign-off by the City	

3.3 Schedule Review and Update Plan

As noted in Section 3.1, the project schedule will be a living document. It will live in the project's document repository[6] and form a key project artifact as the project progresses. At a minimum, the schedule will be reviewed every thirty (30) calendar days or upon a milestone being reached (whichever is more regular) by project management personnel from Badger Meter, IP and the

[6] Refer to Section 5 for proposed project document control plan.

City. Should more frequent review and/or updating be required based on project conditions or by request of the City, this will be accommodated as is possible.

As a result of each schedule update session, the Badger Meter lead project manager will ensure the necessary amendments to the schedule are made and published to the project document repository.

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4 Project Quality Control Plan

4.1 Badger Meter Product and Processes

Badger Meter prides itself on delivering the highest possible degree of project quality. For Badger Meter, quality begins in the factory where the meters and endpoints will be manufactured. These facilities are all International Standards Organization (ISO) certified to ISO 9001 standards. Each meter manufactured by Badger Meter is tested before shipment for accuracy, and these test results will be provided upon shipment to the City via a meter certification file.

To ensure that installation conditions of the product(s) to be deployed are within expected tolerances and that the product(s) can perform to their standards, training will be offered to installers as part of the Project. Refer to Section 9 for a detailed training plan.

4.2 Installation Data

PVI will be responsible for the proactive management of all project installation data via an electronic management system with automated error-checking. The installation partner is also responsible for the prevention, identification and/or remediation of any data errors that do occur. As such, there will be a quarantine period for installation data to permit QC work to be performed before said data is passed via the MMCO process to the City's systems. The installation data reported for this project will include (but is not limited to):

1. Serial Number of removed meter (in replacement scenario) or verification of existing serial number (in a retrofit situation).
2. Serial numbers for new meter and/or endpoint.
3. GPS coordinates of installation location[7].
4. Account information (the City's account number, address, account name, etc).
5. Time of installation.
6. Final read of old meter (including image).
7. Any installation notes.
8. If skipped or returned to utility, documentation of reason for incomplete installation.

If any of this data is corrupt, incomplete, or inaccurate, it will be identified by PVI in their QC process and will be corrected before the data is accepted and the installation can be approved.

4.3 Installation Work

The priority of the IP and Badger Meter in the execution of all project installations is a minimal disruption to the customers of the City. To achieve this goal and deliver quality installations, the following steps will be taken.

1. All Badger Meter products will be installed according to their respective installation manual, which will be provided to the installers.

[7] GPS capture included in this scope of work is sub-meter in accuracy.

2. All meter installation crews will be trained on the products to be installed prior to installation commencing.
3. New installers will have their work 100% physically audited for the first three (3) days after their training is complete. All installers will have a percentage of their work physically audited during the project (typically one to five percent)
4. 100% of installations will be audited via review of the photographs taken during installation.
5. Customers to receive an installation will be notified per the customer communication plan laid out in Section 6.
6. The installers will reasonably restore the customer's property to its original appearance after work is complete and will document the restoration with before and after photos.
7. Installation contractors will verify communication between an installed endpoint and the BEACON system during their quality control checks, and endpoints that fail to communicate will be remediated as part of the standard QC procedure.
    i) The City BEACON administrator will grant access to Badger Meter installation and quality control personnel to BEACON during the deployment period to facilitate this quality check.

4.3.1 Customer Complaint and Support Procedure

During the course of the project, PVI will make available a dedicated phone number, which will be included on customer notification and communication materials. This service is not intended to, nor will it, supplant any existing customer service infrastructure the City may have in place. This phone number will be available 24 hours per day. Response times to customer issues will be completed pursuant to Assumption 2 in Section 1.6.4. Customer issues will be classified into two principal categories.

- High Urgency (e.g. No Water). The expectation for a high-urgency issue is that an on-site response will be provided within one hour during business hours and as soon as possible in off hours.
- Low Urgency (e.g. issues with landscape restoration). Low urgency issues will be resolved on the next installation day.

If a customer is not satisfied with the service provided by an installer or the resolution of an identified issue, the following escalation path is proposed:

- PVI On-Site Superintendent
- PVI Construction/Project Manager
- Badger Meter Project Manager
- Badger Meter TK-Ops Manager
- Badger Meter Project Sponsors

A log of all customer complaints and their resolutions will be kept by PVI and made available to the City.

4.4 Professional Services

Similarly, the professional services (e.g. project management, training, software integration, etc.) proposed by Badger Meter to support the City's project will be of the highest quality. Badger

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Meter will supply suitably trained and qualified staff for the project. However, if the City is unsatisfied with the services rendered, the following escalation path is proposed to facilitate a resolution.

- Badger Meter Project Manager
- Badger Meter TK-Ops Manager
- Badger Meter Functional/Area Manager
- Badger Meter Project Sponsors

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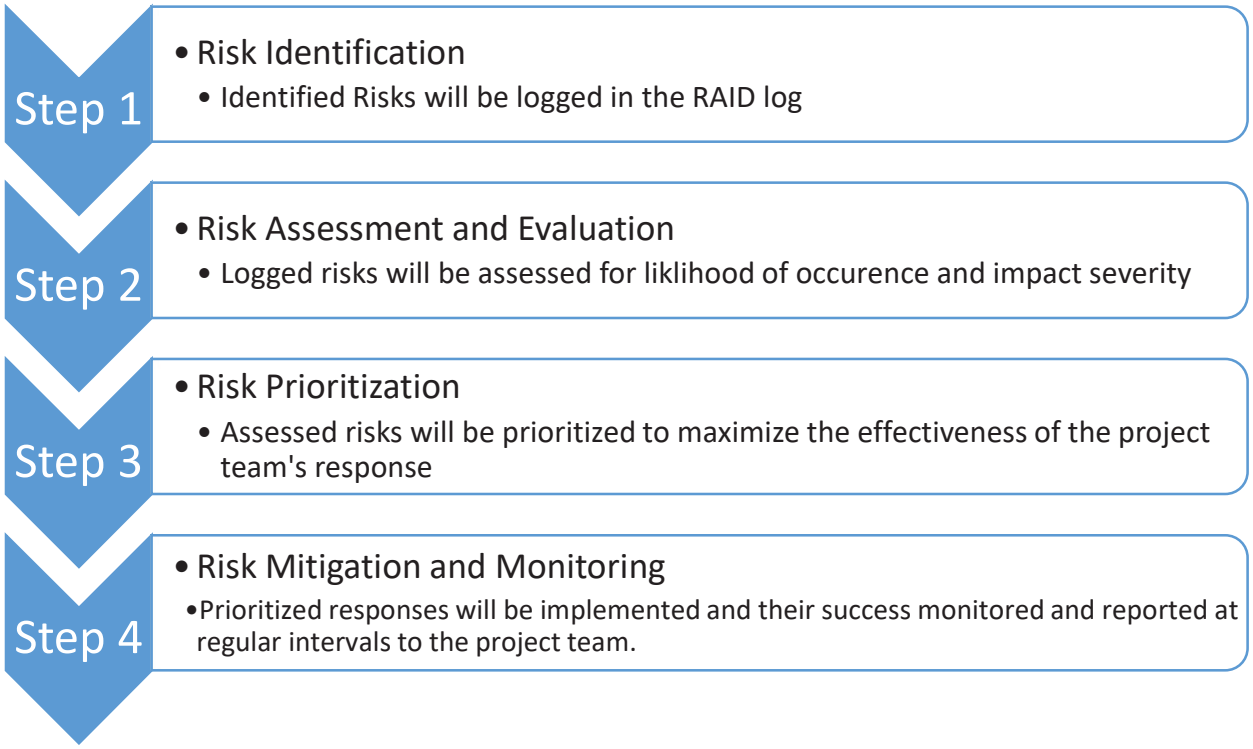
5 Risk Management Plan

All projects are subject to some risk. These risks are events or conditions whose occurrence has the potential to impact a project (that impact could be positive or negative). Risk management is the process by which these risks are identified, logged, assessed, and responded to. The risk management plan that Badger Meter's lead project manager will follow on this project is presented in the figure below, and generally takes the format outlined in the following subsections.

Figure 4: Proposed Risk Management Plan



5.1 Risk Identification

All project team members are empowered to identify potential risks and are in fact encouraged to air concerns about potential risks as early as possible to allow maximum runway for mitigation. Once a potential risk is identified, it will be evaluated by the project team and any other appropriate stakeholders to determine if it is indeed a risk. The evaluation will consider environmental factors, organizational factors and culture, and the project plan. The risk's impact on deliverables, assumptions, constraints, cost, time, resources, and other factors will be considered.

Identified risks will be housed in the project RAID log[8], which will in turn be housed in the project information repository. The RAID log will be reviewed at regular intervals to monitor the progress of risks and/or risk mitigation efforts.

Some risks to a project are inherently impossible to predict with accuracy. These risks may include acts of God, war or conflict, natural disaster, acts of terrorism, third-party criminal acts, riot or civil disturbance, labor disruptions, healthcare emergency; operation or change of statutes, laws, rules, regulations, codes, or rulings of court or governmental agency, or other such causes that are beyond the control of Badger Meter. Neither Badger Meter nor its partners shall be responsible for default in the performance of their obligations under this contract that are caused by these risks herein enumerated.

5.2 Risk Analysis and Prioritization

All risks that are identified will be analyzed based on likelihood of occurrence and significance of impact. Those risks which are the highest on the likelihood/impact scale will be addressed first, while less likely and/or less impactful risks will be prioritized accordingly.

5.3 Project RAID Log

The RAID (Risk, Actions, Issues, and Decisions) log is an essential project management artifact. It will be housed in the project document repository and, like the project schedule, will be a living document that is reviewed and updated consistently. The level of detail for the RAID log will be agreed to by the project parties during its initial implementation.

The general scope of the RAID log in the context of risk management is to identify and centralize the following information:

- Identified Risks
- Triggers of said risks
- Probability of risk occurrence
- Impact of a risk upon occurrence
- Prioritization of risks
- Mitigation strategies
- Owner/Responsible party

If a risk that was identified in the risk log does occur, it is transferred to the issue log with an accountable party and monitored as an issue to be resolved through the project's execution.

The RAID log will be reviewed at regular intervals to ensure that its information is current and applicable. A final review will be conducted at project close to both document lessons learned

[8] See Section 5.3

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(for risks that occurred or were successfully prevented from occurring) and to accurately transfer outstanding issues and risks to the operations team.

5.4 Project Document Control

Given the importance of this project to the City, a logical and functional document control plan will be in place. In the experience of Badger Meter, it is most beneficial when the project document repository is owned by the utility. Microsoft SharePoint, Dropbox, or any other widely used cloud storage platform have been adopted with success in AMI deployments. Badger Meter will maintain and administer the project library during project execution and will coordinate the turnover of that data at project closeout.

The precise document control plan will be agreed to during pre-construction. Some key elements of this plan may include:

1. Document-level revision and versioning logs to indicate the time of update, updating party, and notes on content changes.
2. Defining a list of document templates and making them available on the project library to increase cohesiveness of project documentation.
3. Defining and enforcing naming conventions for documents.
4. Defining and enforcing user roles on document storage sites to restrict editing permissions to only those who need them.
5. Use of a system that is backed up regularly to prevent document data loss.
6. Preferring static document sharing (such as via SharePoint shareable links) to emailing documents.

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6 Project Deployment Plan

6.1 Ordering of Equipment and Materials

Badger Meter will be primarily responsible for monitoring lead times and the ordering strategy for certain materials for the Project, in conjunction with the City project manager(s). These materials include: (i) retrofit registers, (ii) endpoints, (iii) any other equipment the City elects to be included in the scope from the list of alternatives, and (iv) certain other ancillary equipment that may be needed as agreed to in writing between Badger Meter and the City (the "Materials"). After the project schedule is agreed to, Badger Meter and its IP will analyze projected installation rates to determine quantities of Materials that will be needed for the project and the material ordering plan. Sufficient materials will be ordered to facilitate the agreed installation rates. As a best practice, the parties will attempt to maintain sufficient inventory on hand based on actual production rates. The parties will agree to the specific threshold during preconstruction planning – generally, Badger Meter sees at least thirty (30) calendar days as a threshold for appropriateness. Based on the projected timeline of installations, the project deployment will be conducted in approximately 5-6 weeks, equating to an anticipated installation average of 1,000 per week. Badger Meter will consult the City and the City shall have approval over the ordering plan before orders are placed. The material ordering plan will be subject to price escalations in line with the escalation laid out in Badger Meter's response to the proposal.

Monthly, or at an alternate frequency mutually agreed upon, the plan shall be reviewed by the City's project manager(s) and Badger Meter to ensure that it remains on schedule and adequate for project needs.

6.2 Inventory Management Plan

Badger Meter shall invoice for product upon shipment, whereupon the title for said product will be passed to the City. Product will be received and stored at the project warehouse facility, operated by PVI at the site made available by the City, subject to Assumption 4 in Section 1.6.2 previously. Badger Meter will direct PVI to implement an inventory management plan that aligns with best practices, which may include:

1. Operate a warehouse of suitable size to house the project's inventory needs, and with appropriate security features to ensure inventory control.
2. Receive, count, and quarantine deliveries of Badger Meter product as necessary.
3. Record serial numbers of received inventory into the WOMS upon delivery to permit the City to access inventory records via the digital WOMS platform.
4. Verify the count and condition of deliveries against the packing slip/bill of lading and promptly report variance or damage to Badger Meter for remediation.
5. Utilize barcode scanning to prevent data entry errors in serial numbers.
6. Issue stock of product daily to field installation technicians (logging product out) in a "first-in, first-out" fashion.
7. Reconcile inventory returned to the warehouse nightly against installation records to ensure no inventory is lost in the field.

8. Perform a weekly physical count and reconciliation of warehouse stock against receiving records and installation records.
9. Maintain inventory of removed meters and materials from installations in a secure and quarantined location for return pursuant to an agreed schedule with the City. All Removed Materials will remain property of the City.
    i) The City may designate an alternate area for storage of the Removed Materials.

6.3 Pre-installation Service Area Survey

INTENTIONALLY OMITTED.

6.4 Initial Deployment Area (IDA)

INTENTIONALLY OMITTED.

6.5 Full Deployment

The procedures herein will detail the expected approach for the meter and endpoint installations necessary to complete the project. Deployment planning workshops during the pre-construction phase will allow the City to review and become familiar with these procedures and provide an opportunity to make reasonable alterations thereto to best suit the needs of the project.

The number of crews deployed for installation will be reported by Badger Meter and its IP to the City as part of the planning process and will be monitored on an ongoing basis to ensure appropriate staffing levels are maintained throughout the project.

6.5.1 Outdoor-Set Meter Installation (Alternate)

For meters less than or equal to 2” in size, outdoor set meter installations will follow the following procedure.

1. All Badger Meter products will be installed in accordance with the appropriate installation manual.
2. For any meter exchange where water service to a resident may be interrupted, the installation crew will knock on the resident’s door prior to beginning work to provide them notice that their water service may be interrupted for a brief period.
    i) Should the resident be actively using water (e.g. running the dishwasher or washing machine), the installers shall set a time to return to that resident and complete the installation in a manner that minimizes impact to the resident.
    ii) If the resident does not answer the door, the installer shall approach the meter pit and examine the register to determine if it shows consumption.
    iii) If consumption is found, the resident is assumed to be using water or have an active upstream leak. A door hanger will be left that an attempt was made but the installation could not be completed, and the installers will make another attempt at a later date.
    iv) If no consumption is found, then the installer will proceed.

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v) If the meter pit is inaccessible (e.g. in a scenario where a vehicle is parked over the pit), a door hanger will be left indicating the attempt was made and the installer will come back at another time.

3. The installer will examine the meter pit to determine if installation can be completed.
4. Survey data gathered in the pre-installation survey will help minimize RTU accounts during full deployment but cannot eliminate it entirely.
5. If the meter box is damaged, work will not proceed and the account will be designated as UIR. The City will be notified of the damage and provided photos documenting the situation.
    i) The City may, at its option, direct Badger Meter to replace the box for the price proposed on Line 83 of the SOV, or opt to replace the box itself.
6. If the meter pit was identified as flooded or covered by dirt, such obstacles will be removed during installation.
7. If the meter setting and surrounding plumbing/valves is visibly defective or damaged such that there is reasonable confidence that damage will be exacerbated by an installation, work will not proceed. Photos will be taken to document the condition, and the account will be designated UIR.
8. If there are plumbing irregularities (e.g. meter installed backwards, disconnected, by-passed, etc.), work will not proceed, and the account will be designated UIR.
9. In such cases where deliberate tamper or intentional theft of service is identified, pictures will be taken and the account will be designated RTU.
10. The installer will locate a shut-off valve (curb stop) to temporarily turn off service for the installation. If no curb-stop can be located, work will not proceed. If the curb-stop is nonfunctional or broken, work will not proceed and the account will be designated UIR.
    i) If the installer finds that an account is in an off state at the curb stop upon arrival, work will proceed. The account will be left in the same state it was found (i.e., water will be left off if it was found off). This may preclude a line from being flushed.
11. The installer will perform scratch or magnet testing of the service lines within the meter pit and log the results in NIMS.
12. The existing meter will be removed and replaced with a new meter. Consumable items, such as washers, gaskets, nuts and bolts, are included in the meter exchange pricing. Additional plumbing components will be priced and included as needed.
    i) Any ancillary parts furnished to complete an installation are subject to approval by the City. Post-award, specifications for same will be provided.
13. The new endpoint will be connected to the meter and mounted per the procedure for endpoint installation laid out in Section 6.5.2.
14. Photographs will be taken during this process, which will include:

- Preinstall condition.
- Post-install condition.
- Old meter reading.
- Preinstall valve position.
- Post-install valve position.
- Flow direction indicator (arrow) on new meter.

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- Barcode labels (for serial number capture).
- Restoration of area to original state.

15. The installer will restore water service (if service was on upon arrival) by opening the curb-stop. Upon restoration of service, the installer will attempt to flush the service line using an external hose bib or spigot to remove air and incidental debris.
    i) If no such device exists, the installer will knock on the door and ask the resident to open the bathtub tap to flush the line.
    ii) If the resident is not home, the line will not be flushed, and water will be left off. A note will be made on the door hanger indicating that water is off with instructions to call the installation partner for restoration of service upon the resident's return.
16. A door hanger will be left notifying the resident that the exchange has been completed. The door hanger will have contact information should the customer have questions or concerns about their installation.

6.5.2 Outdoor-Set Endpoint Installation Procedure

All Badger Meter products will be installed in accordance with Badger Meter's installation manuals. These manuals will be provided to all installers prior to commencing installation work in addition to any installation training that is to be provided. For endpoint installation, best practices include the following:

1. Work orders for endpoint installation will be dispatched via NIMS to ensure the work is performed at the correct account and to facilitate tracking of installation records.
2. Endpoints will be mounted through a composite, RF-friendly pit lid (in outdoor applications). This may necessitate a lid change-out in some scenarios.
    i) The endpoint will be mounted using Badger Meter's top cap and lock nut to ensure a secure fit.
    ii) Where possible, holes will be drilled in existing lids to permit the endpoint to be installed.
3. In outdoor applications without a pit lid (generally for larger meters), the endpoint shall be installed using a mounting bracket.
4. Endpoints should be installed away from large metal objects to maximize radio-frequency (RF) signal propagation. In vault applications, a non-metal vault lid kit may be installed through a hole drilled by the installation partner, or a 'buddy box' may be used.
5. Endpoints will be activated using the ORION Activation Tool to verify their function and communication with the network.
6. Endpoint serial numbers will be recorded electronically into the WOMS.
7. After installation, the endpoint will be monitored to confirm communication to BEACON.

6.5.3 Retrofit Installation Procedure

In a scenario where a register is to be retrofitted onto an existing meter to permit its communication with the AMI system without a full meter exchange being performed, the same provisions from Section 6.5.2 apply to the endpoint installation. Additionally, the following steps will be taken as part of a retrofit.

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1. All Badger Meter products will be installed in accordance with their installation manual(s).
2. Work orders for retrofits will be dispatched via an electronic WOMS to ensure work is performed at the correct location and to facilitate tracking of installation records.
3. Upon arrival, installation crews will validate that the serial number and address of the meter in place match the expected meter serial number and address on the work order.
    i) Serial number data will be gathered as part of the pre-installation survey (refer to 6.3)
    ii) If the meter on location differs from the specification expected and the provided retrofit encoder is incompatible with it, the account will be designed UIR.
4. The following digital photographs will be taken as part of the retrofit:

    - Old meter in place
    - Surrounding area of original meter
    - Old register reading.
    - Old register serial number.
    - New register installed.
    - New register serial number.
    - New register start read.
    - New endpoint serial number.
    - Photo post-installation indicating site restoration to original state.

5. The existing register will be removed and the new register will be installed.
6. The installer will perform scratch and/or magnet testing of the service lines accessible within the meter pit and log results in NIMS.
7. The new register will be connected to the endpoint.
8. The endpoint will be activated using the ORION activation tool

6.5.4 Large Meter (>2") Installation Procedure (Alternate)

Generally, large meters are associated with commercial accounts that have water usage needs that differ from residential accounts. As such, all large meters will be contacted directly by the installer to schedule an appointment for the meter exchange to prevent water-service interruption from disrupting commercial operations. At times, this may necessitate after-hours or weekend work, which will be provided at no additional cost for these appointments. Larger meters that have bypass functionality set up such that they can be exchanged without interrupting service may not have the same appointment requirements. The large meter installation procedure is as follows:

1. All Badger Meter products will be installed in compliance with the relevant installation manual(s).
2. Given that all commercial customers will be scheduled, the installer will reach out to the identified point of contact for the account to confirm that the scheduled change-out appointment is still suitable via the call center and/or in person visits as applicable.
3. Upon arrival, the installers will inspect the pipe condition of the installation and determine if installation can proceed.

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- If the meter setting and surrounding plumbing/valves is visibly defective or damaged such that there is reasonable confidence that damage will be exacerbated by an installation, work will not proceed. Photos will be taken to document the condition, and the account will be designated UIR.

4. If a by-pass is present, it will be utilized to permit water service to continue for the customer during the exchange.

    - If no by-pass is present, water service will be shut off using the appropriate valve. If the valve is damaged to the point where water cannot safely be shut off without damaging the valve, piping, or meter, work will not proceed and the account will be designated UIR.

5. The meter will be exchanged. Ancillary items such as bolts and gaskets will be exchanged for new material. If additional material (i.e. ground clamps, support brackets, or large valves) are required for the successful completion of an exchange, the City may provide and install these materials, or the procedure in Section 6.5.11 will be followed to agree a price for them.
6. The endpoint will be installed per the endpoint installation procedure specified in Section 6.5.2
7. Photographs will be taken during this process, which will include:

    - Preinstall condition.
    - Post-install condition.
    - Old meter reading
    - Preinstall valve position.
    - Post-install valve position.
    - Flow direction indicator (arrow) on new meter.
    - Barcode labels (for serial number capture).
    - Restoration of area to original state.

8. The installer will coordinate flushing the line with the point of contact on the account.

6.5.5 Vault-Set Meter Installation (Alternate)

It is assumed that only large (3” and larger) meters will be in vaults. Work in vaults that are not classified as an OSHA-defined confined space is included in the proposal and will follow the procedure in 6.5.4. Any defined, permit-required confined space will be evaluated on a case-by-case basis and will be priced in accordance with Section 6.5.11.

6.5.6 Installation Data Collection

The installer will use NIMS both to dispatch and manage work orders and to record the data. Each procedure laid out in the preceding sections details the specific photographs which will be captured for readings and serial numbers of both new and old meters and endpoints. Additional data collected will include:

1. Material number of the City for installed materials (if provided/required)
2. Installation notes
3. GPS coordinates
4. Installation time
5. Pipe type information
6. Any reason that an account was returned to the utility or otherwise not completed.

All installation data collected will be subject to the quality control plan detailed previously in Section 4 of this document. Installation data that passes quality control will be reported in a file format compatible with automatic ingestion for the City billing software at a frequency agreed by the project parties.

Installation data will be compiled and sent as a backup copy to the City upon project completion and will be retained by the installer for an agreed period for additional redundancy.

6.5.7 Installer Identification and Qualification

All installation technicians shall be suitably skilled and experienced with AMI deployments to support the project. A roster of installers shall be maintained by Badger Meter and PVI which shall include:

1. Name.
2. Copies of photo identification.
3. Copies of relevant background check information[9].
4. Vehicle information (Make/Model/Plate).
5. Other information required by the City.

Installers will wear a branded, standardized uniform making it easy to identify the installers as part of the project. At the request of the City, badge hangers or other identification of the installers as authorized contractors can be included.

The opportunity for the City to review and recommend changes to dress codes, badging, vehicle tags, and other installer identification prior to deployment will be available.

6.5.8 Route/Cycle Release Procedure

To meet the schedule expectations of the project, the procedure to release routes for production needs to be agreed to and upheld. It is a requirement that multiple routes be worked simultaneously (at minimum, two (2) routes) so that the installation teams may operate efficiently. To support this objective, the following steps will be taken.

1. The first routes for work shall be released a minimum of thirty (30) calendar days prior to work commencing. Subsequent route releases should be scheduled and planned in advance

[9] Background check information will detail what was checked and cleared, not the full details of the background check for privacy.

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such that they can be immediately or near-immediately available upon the substantial completion of a preceding route.
2. Installation progress and percentage complete within a route shall be available via the WOMS portal for the City and all project parties to monitor.
3. When a cycle or route reaches 85% completion, a summary of the open work on that cycle or route will be presented at the next team meeting. Accounts designated UIR will be reviewed and a plan for their remediation agreed, otherwise they will be removed from scope.
4. Once the open accounts are reviewed, the estimated date of substantial completion for the route/cycle will be identified based on installation rates and project conditions.
5. This procedure will be evaluated regularly and may be modified by the project team to better suit project conditions if necessary.

6.5.9 Customer Notification Procedure

INTENTIONALLY OMITTED. Alternate pricing was provided for the printing and delivery of notification materials by Badger Meter, but unless agreed in writing it is assumed that any required notification will be administered by the City.

6.5.10 Conditional Acceptance

To facilitate timely invoicing and payment of installation work on the project, the procedure below for conditional acceptance of installations will be followed. Conditional acceptance is solely an administrative and procedural step to permit the flow of invoicing processes to proceed. It does not relieve Badger Meter or its IP from their responsibility to correct deficiencies if they are identified within the warranty period of that installation.

Installation labor will only be invoiced to the City for completed installations that have been inspected and accepted. If, however, after a period of five (5) business days from the completion of an installation and the transmission of the installation data to the City to inspect and/or test installations, no results are communicated to Badger Meter due to delay in performing the testing by parties other than Badger Meter and its IP, the account(s) in question will be deemed ‘conditionally accepted’ and submitted for payment pursuant to the process laid out in Section 10 of this SOW.

6.5.11 Additional Work

Installations of new meters and endpoints in support of the project are assumed to be like-for-like and are thus assumed not to require substantial ancillary work. However, situations may arise where such work is necessary, for example, upon inspection of a meter, either during the pre-installation survey or while performing installation work (e.g., the curb stop is broken). Prior to any such work being performed, the following procedure will be followed.

1. The technician will photograph the conditions that require the corrective work and transmit them via the foreman/supervisor for the installers to the Badger Meter project management team.

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2. The Badger Meter lead project manager will review the additional items included in the contract and determine if a price for the work has previously been agreed.

If a price has been agreed, the Badger Meter lead project manager will solicit approval in writing from the City project manager to execute the work at the approved price.
If no price has been agreed, the Badger Meter lead project manager will prepare an estimate for the work and submit it to the City project manager for review and approval pursuant to the change management process laid out in Section 8 of this SOW.

3. The project manager for the City will review the documentation and approve or reject the additional work. In situations where the work is approved, it will be performed and submitted for payment when the relevant installation labor is approved. In situations where it is rejected, the account will be designated as UIR or RTU as appropriate for the City to correct or self-perform the additional work.

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7 Project Software Deployment and Integration

The base bid for this project includes no additional software deployment by Badger Meter, as it is understood and assumed that the City's current BEACON deployment is functionally integrated with their billing system to a satisfactory degree. However, if during the course of deployment additional functionality becomes desired, one (1) 30-minute discovery call with Badger Meter's software services team is included in scope. The purpose of this call is to understand and scope out the requested changes in order to develop an accurate statement of work for them. Once that statement of work is developed and approved, changes may be implemented.

7.1 BEACON and EyeOnWater Customer Portal

The BEACON software platform, as a native part of its functionality, provides our customer engagement portal, EyeOnWater. This portal includes online access via a web portal as well as a smartphone application for both iOS and Android that provides usage information to the water utility customer. Given that EyeOnWater is a native element of the BEACON platform, no additional integration is required to deploy it.

7.2 Facilitated Interfaces

7.2.1 Mass-Meter Change Out (MMCO) File

The MMCO file is a file that is generated by the installation partner that is provided to the City and its billing vendor, Tyler Munis, in a format agreed upon in the relevant workshop (refer to the milestone chart in Section 3.2). It is imperative for successful system integration that the data passed in this file is accurate both at the time of transmission (the responsibility for which rests with the installation partner subject to the QC plan in Section 4 of this SOW), and at the time of ingestion (the responsibility for which rests with Tyler Munis). The Badger Meter interface team and project management team will facilitate the interface workshop to develop the MMCO file and provide guidance where necessary, but the ultimate responsibility for completing this interface rests with PVI, Tyler Munis, and the City.

7.2.1.1 MMCO Assumptions and Services Not Included

- Badger Meter is only responsible for assistance in scheduling the interface workshop and for providing guidance to the parties related to the MMCO file. The ultimate responsibility for completing this interface rests with the IP, the Billing Vendor, and the City.
- Badger Meter will not be creating the file and will not be responsible for ensuring correct formatting for ingestion by the Billing Vendor.

7.2.2 Standard Billing Integration

INTENTIONALLY OMITTED.

7.3 Interface Testing

INTENTIONALLY OMITTED.

7.4 Integration Assumptions and Out-of-Scope Services for Billing Integration

- It is assumed that no additional integration is to be performed as part of this deployment.
- If there is a change in the customer system(s) and a request fails or the dataset needs to be updated, a new scope of work may be required.
- Support for functionality troubleshooting of non-BEACON systems is not provided by the BEACON helpdesk.

7.5 BEACON UAT Environment

- INTENTIONALLY OMITTED.

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8 Change Management Plan

Change is somewhat of an inevitability on projects of the size and duration of AMI deployments. Changes in scope require careful management to avoid disrupting the project. Should a situation arise that begets a change on the project, the following change management procedure will be followed.

8.1 Change Management Team

If a change is identified, it will be reviewed by the following personnel: the TK-Ops Manager, the lead project manager, the account manager, the sales manager, the contract manager, and relevant installation partner and the City's personnel. These individuals will follow a change management workflow as follows:

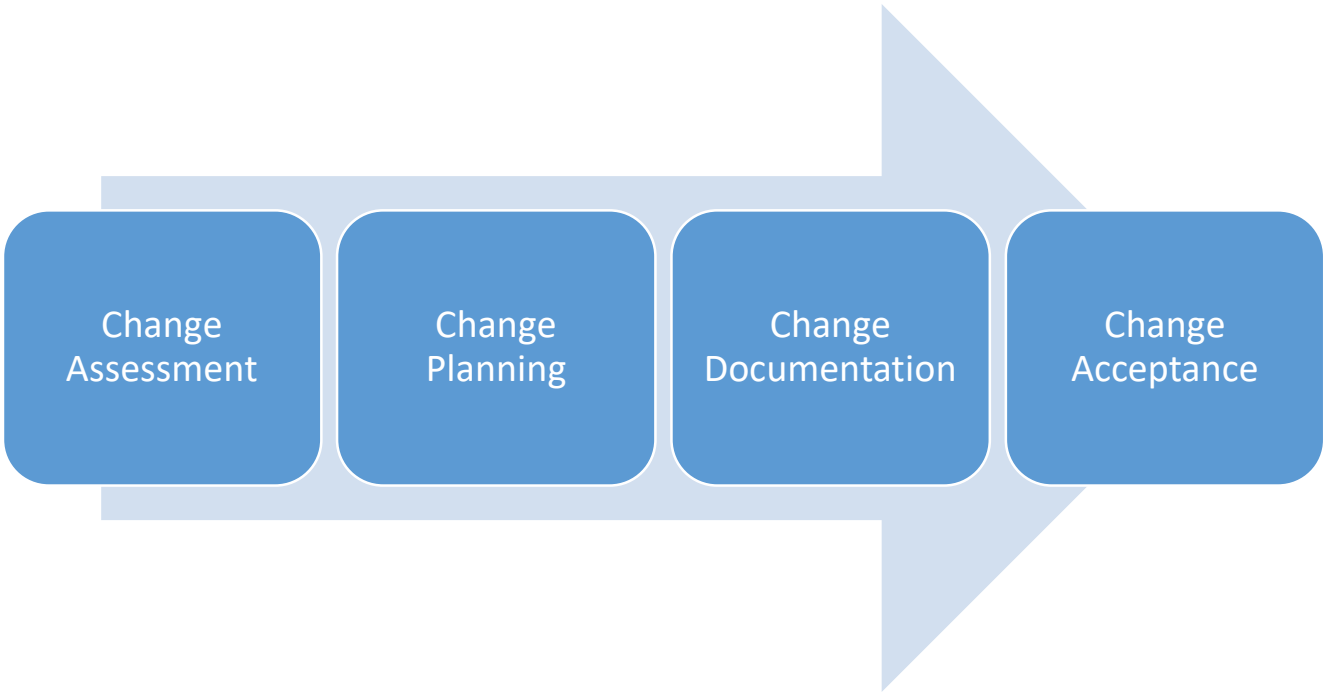

Figure 5: Change Management Plan

- The change will be assessed to determine its impact in terms of cost, schedule, and risk. If the change is within the capacity of the project to absorb, either due to available contingency funds, low to no cost impact, or other project-specific factors, and if the change management team agrees to do so, the change will be absorbed and documented in the project RAID log as a decision.
- If the change cannot be absorbed, a change order will be prepared. A change memo will be prepared first that characterizes cost and time impact for review. If the solution is acceptable, the memo will form an exhibit to the formal change order. This preliminary review helps clearly document and manage the change process.

- If a proposed change memo is not acceptable in terms of its impact, the change management team will return to the assessment phase and attempt to arrive at alternate solutions that can be planned, documented, and accepted.
- If the change memo is acceptable, the change will be documented by means of a change order signed by the appropriate parties.
- Part of the documentation process will include an assessment of other project artifacts (such as the installation schedule and/or project ordering plan) that may be impacted and the assignment of responsible parties to update them.

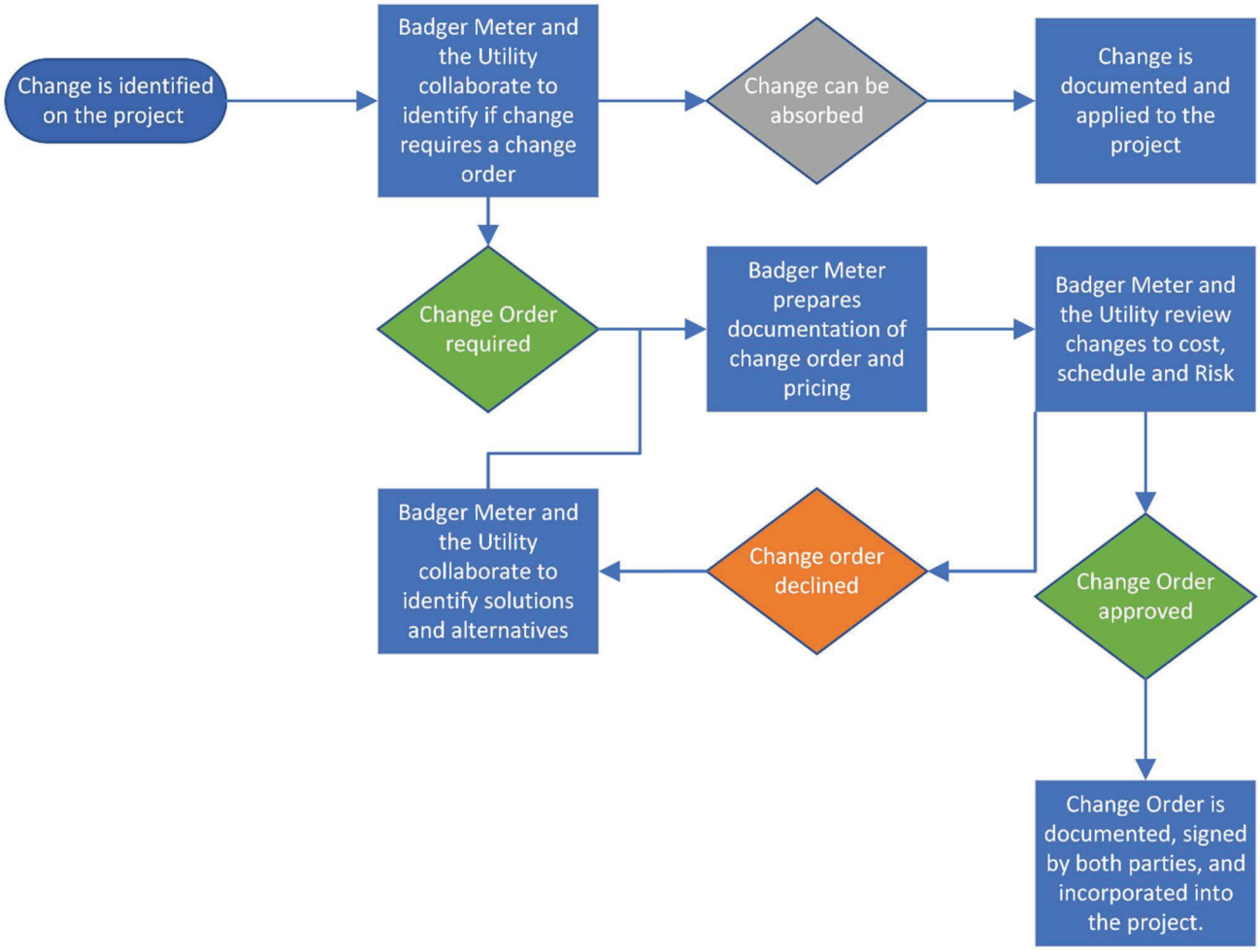

Figure 6:: Change Management Workflow Diagram

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9 Project Training Plan

Training on the BEACON system has been quoted as an alternate to this proposal. The following enumerates some training sessions that may be offered under that alternate if mutually agreed in writing.

Badger Meter's approach to training is one that is highly tailored to the specific needs of its individual utility customers. To that end, the methodology for training is best understood as "demonstrate, perform, and practice." Trainees can expect to have the first part of a given training session to consist of demonstrations, lectures, and walkthroughs of the product or solution being taught. The second portion of a given session will consist of more hands-on work with the product or solution to better impart the lesson(s) to be learned.

From experience, Badger Meter has found that structuring training around the message of 'a day in the life' is the most effective way to impart the information on trainees. To facilitate this, Badger Meter will engage functional managers of the City's relevant departments to be trained in planning workshops prior to the curriculum for that training session being finalized. In this way, the users being trained are readily able to relate the training to their day-to-day job duties and will typically demonstrate higher retention.

While Badger Meter does not provide training sessions as prerecorded videos (given the preference for highly tailored, 1-of-1 trainings), Badger Meter has no objection to the City recording the training sessions delivered as part of this project for future in-house training sessions.

9.1 General Training Notes

- All training will be conducted on the City's BEACON portfolio and with the City's hardware.
- Training can be conducted in person or via videoconference. Some training (for example, installation training) is best delivered in person, while software-focused training can be more effective over videoconference to allow trainees to participate on their own copy of the software.
- Training sessions can, at the City's discretion, include verbal or written tests to assess the success of the training at imparting knowledge to the trainees. The exact content of these tests will be created by Badger Meter and approved by the City.
    - the City and Badger Meter will determine the course of action if a trainee fails the test.
- Class sizes for training are generally capped at 25-30 attendees to ensure personal attention from the instructor and to permit all attendees the opportunity to ask and have questions answered.
- Training documentation, where applicable, will be provided by Badger Meter. All product literature, manuals, and installation documentation are available online at either www.badgermeter.com for product, or www.beaconama.net for the BEACON software platform.
- Training for this project is proposed in the following general phases.

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Table 7: Proposed Training Types and Timings

Training Name	Training Type	General Timing in Project
Installation and Product SME Training	Train-the-Trainer	In preparation for IDA
BEACON SME Training	Train-the-Trainer	In preparation for IDA
BEACON Technical Staff Training	Technical Training	After IDA is complete
BEACON Billing Training	Technical Training	Prior to first billing cycle using AMI system
BEACON Operations Training (Incl. EyeOnWater)	Technical Training	After ~30% of installations are complete or prior to EyeOnWater roll-out, whichever is earlier
BEACON Operational Transition Preparedness	Review and Assignment of Handoff Readiness	After ~75% of installations are complete, or prior to the commencement of project closeout activities, whichever is earlier.
Refresher Training	Technical Training	As needed within project duration

9.2 Installation and Product SME Training

This session's target audience is leaders from meter installation and field operations personnel from the City who will be responsible for AMI meter installations and maintenance in support of the system's operations. This training is broken into three parts, each of which has a proposed agenda as follows. As previously mentioned, these agendas are illustrative of general concepts and elements. The City will have final approval of training agendas and materials prior to course administration.

9.2.1 Installation and Product SME Training: Part 1 - Meter School

Introduction to Meter School:

1. Overview of BEACON solution for utilities
   - A high-level overview of BEACON and the entire solution being deployed.
2. Endpoint Installation and Activation – Best Practices and Demonstration
   - Demonstration of process to connect, mount, and activate an endpoint.
3. Understanding Meter Application Criteria and Key Terms
   - Review of general meter application and sizing theory.
   - Review of key terminology in use to ensure understanding.
4. Small Meter Technology Options

- Discussion of the various small meters (<2”) that form the solution and their technologies and differences.

5. Small Meter Breakdown and Reassembly Demo
   - Live breakdown and reassembly of a small meter to demonstrate its construction and components.
6. Understanding Ultrasonic Metering Technology
   - Review of ultrasonic metering technology and its application in the solution.
7. Understanding Fire Service Metering Technology
   - Review of how fire service metering can be incorporated into the system.

The approximate duration of this session is four (4) hours but will vary depending on the exact agenda determined by Badger Meter and the City.

9.2.2 Installation and Product SME Training: Part 2 – BEACON Introduction for Operations

Introduction to BEACON for Operations:

1. Overview of ORION Cellular Technology
   - General explanation and demonstration of how endpoints function and interact with the BEACON platform.
2. BEACON Roles
3. The At-A-Glance Page
   - Modules
   - Configuration
4. The Assets Page
   - Review of the various statuses endpoints can have in BEACON, their meaning, and how they move between them.
   - Demonstration of how to track assets as they are added to the system.
5. The Monitor Page
   - Usage and Consumption Graphs
   - Overlays for Temperature and Precipitation data
   - Alarms
   - Account Lookup
   - Favorites and Tags
   - Exporting Data

The approximate duration of this session is three (3) hours, but will vary depending on the exact agenda determined by Badger Meter and the City.

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9.2.3 Installation and Product SME Training: Part 3 – Practical Installation (Optional)

Practical Installations

1. Classroom installation practice
   - Demonstrate correct technique and have trainees practice working with the tools and products.
2. In-Field installation practice
   - At appropriate locations, apply installation best practices and install meters/endpoints in the ground.

Depending on the number of installations to be performed as part of this training, the duration can vary significantly. A more refined plan for this session will be presented after it is workshopped with the City.

9.3 BEACON Technical Staff Training

This session builds upon the concepts in Section 9.2. With the SME trained on the system, they will help lead this session with the Badger Meter trainers. This will also help the SME become more confident in their knowledge and become more effective trainers for the City going forward. The target audience of this session is IT personnel, technical problem solvers, and other similar individuals who are expected to have a high level of command of the BEACON software.

9.3.1 Sample Agenda

The BEACON Technical Staff Training includes:

1. Introduction to BEACON Software
2. Steps of a Billing Cycle in BEACON
   i) Data import
   ii) Data export
3. The At-A-Glance Page
   i) Modules and their features
   ii) User-level personalization
4. Users and Roles
   i) Administrators
   ii) Permissions
   iii) Assigning roles
   iv) Creating new users
5. The Monitor Page
   i) Usage and Consumption Graphs
   ii) Overlays for Temperature and Precipitation data
   iii) Alarms
   iv) Account Lookup
   v) Favorites and Tags
   vi) Exporting Data

6. The Assets Page
    i) Endpoint status
    ii) Utility Settings
    iii) Asset Lookup
7. EyeOnWater Overview
8. BEACON Integrations on this project
9. Open discussion with BEACON staff on technical questions.

This training will require a high degree of care in curating the agenda to ensure that the technical staff derive value from the session. The estimated duration of this training is four (4) hours but could vary depending not only on the agreed agenda but also on the number of questions asked.

9.4 BEACON Billing Training

This session is a focused training session on the role of BEACON within the billing cycle. By necessity, it cannot be conducted until after billing integration is complete. It should, however, be conducted prior to the first billing cycle with BEACON. The audience here is intended to be billing clerks or other office personnel who will be interfacing with the system in a billing capacity. Customer service representatives may also find value in this session.

9.4.1 Sample Agenda

The BEACON Billing Training includes:

1. Introduction to BEACON Software
2. The At-A-Glance Page
    i) Modules and their features
    ii) How to personalize by user
3. Users and Roles
    i) Staff
    ii) Customers
        (1) EyeOnWater Users
4. The Monitor Page
    i) Usage and Consumption Graphs
    ii) Overlays for Temperature and Precipitation data
    iii) Alarms
    iv) Account Lookup
    v) Favorites and Tags
    vi) Exporting Data
5. The Assets Page
    i) Endpoint status
    ii) Utility Settings
    iii) Asset Lookup
6. Walk through of a billing cycle.
    i) Data flow from billing to BEACON and back

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The total duration of this session is typically between two (2) and three (3) hours, depending on the agreed agenda.

9.5 BEACON Operations Training

This session covers nearly the same agenda as the session characterized in Section 9.3, but its target audience is the day-to-day operators of the system in customer service and billing. SMEs that were created in the earlier training will again participate and help lead the course to instill in the other trainees that they are a resource to whom questions can be brought. This training will focus more on the 'day in the life' model prescribed earlier and will prepare staff to work with the system.

9.5.1 Sample Agenda

The BEACON Operations Training includes:

1. Introduction to BEACON Software
2. Steps of a Billing Cycle in BEACON
    i) Data import
    ii) Data export
3. The At-A-Glance Page
    i) Modules and their features
4. Users and Roles
    i) Staff
    ii) Customers
    iii) EyeOnWater Users
    iv) Creating a new user
5. The Monitor Page
    i) Usage and Consumption Graphs
    ii) Overlays for Temperature and Precipitation data
    iii) Alarms
    iv) Account Lookup
    v) Favorites and Tags
    vi) Filters
    vii) Exporting Data
6. The Assets Page
    i) Endpoint status
    ii) Utility Settings
    iii) Asset Lookup
7. EyeOnWater Overview

The total duration of this session is typically between three (3) and four (4) hours, depending on the agreed agenda.

9.6 BEACON Operational Transition Preparedness

The purpose of this session differs from the previous sessions in that it is less of a structured training and more of a working session and evaluation of the City's understanding and usage of the BEACON platform. Specific topics on the agenda for this session will include:

1. Review of Badger Meter Technical Support Procedures and Processes
2. Review of the RMA (Return Material Authorization) Process
3. Review of Portfolio Management Best Practices
4. Controlling Provisioned/Pre-Provisioned Endpoints
5. General BEACON operations and maintenance best practices.

9.7 Refresher Training

Within the project term, should the City decide that additional training would be beneficial, it can be arranged. The form, content, and timing of said refresher training will be agreed to at the time it is requested. Refresher training will be billable at the agreed training rate in the contract unless otherwise agreed.

Attachment: Badger Meter COHH Proposal (2025-R-31 : Approve Piggyback of Pinellas Park's Contract for Advanced Water Meter Infrastructure

Attachment: Badger Meter COHH Proposal (2025-R-31 : Approve Piggyback of Pinellas Park's Contract for Advanced Water Meter Infrastructure

10 Project Invoicing Procedure

The project shall be invoiced as laid out in this Section.

10.1 Project Invoicing

All Materials supplied as part of the project will be invoiced upon shipment from Badger Meter, and at that time, ownership of the products shall pass to the City. This includes meter pit lids and/or boxes (if applicable), as well as plumbing components supplied. PVI will hold and maintain such Materials in their respective warehouse in accordance with Section 6 prior to their installation.

10.2 Service Invoicing

Installation labor will be invoiced upon acceptance subject to the procedures in Section 6 of this SOW. Additional work approved via the procedure in Section 6.5.11 will similarly be invoiced upon acceptance.

Non-installation services (such as project management fees and/or software integration costs that may be included) will be invoiced upon agreed milestones. Such milestones will be agreed during pre-construction and documented within a billing milestone schedule.

10.3 Invoice/Pay Request Procedure

Monthly, a pay request detailing the installation services accepted and other non-installation services performed in accordance with the agreed upon milestones will be prepared by the Badger Meter project manager and submitted to the City. Supporting documentation will be furnished by Badger Meter alongside the pay request. the City will have five (5) business days to review the pay request and provide acceptance of the pay request to the Badger Meter project manager in writing. Upon receipt of that approval, the Badger Meter lead project manager shall have an invoice automatically generated and submitted to the City.

10.4 Conditional Approval of Pay Request

If no objection is provided by the City to the Badger Meter lead project manager within five (5) business days of the submission of the pay request from the Badger Meter lead project manager to the City, the pay request will be deemed conditionally accepted by the City and an invoice will be generated and submitted. Like the installation conditional acceptance procedure laid out in Section 6, this does not alleviate Badger Meter's obligation to provide accurate invoicing but allows for administrative processes to proceed in a timely fashion.

If a conditionally accepted pay request and subsequent invoice is found to be inaccurate, it will be edited, re-issued, or otherwise updated as necessary by Badger Meter upon such notification from the City with any incorrect payments remitted by the City to Badger Meter to be credited towards future invoices.

11 Project Acceptance and Closeout Plan

11.1 Project Closeout Plan

Once the scope of installations reaches 85% complete, preparation for the project closeout and turnover meeting will begin. Steps included in this plan will include:

- Agreement on a target completion percentage and date.
  - The target completion percentage will factor in any accounts designated as RTU or otherwise removed from scope.
- The deliverables specified in this SOW and any other deliverables identified and agreed to by the project parties will be evaluated for completeness.
- Acceptance of all installed accounts will be confirmed by the City.
- Review any open UIR accounts and arrange for remediation.
- Review any pending action items assigned and determine their completion timeline.
- Review financial performance against budget and discuss any discrepancies, including any unpaid invoices.
- All installation data, including photos, will be turned over to the City.

11.2 Closeout Meeting

Once the project installations and items identified in Section 11.1 are complete, the closeout meeting will be held. This will consist of input and discussion from project parties to identify and document lessons learned, present project performance and/or KPI, and review highlights of the project. The agenda of the closeout meeting prepared by Badger Meter will be informed by the planning performed in Section 11.1, but will generally include the following items:

- Review of project scope and milestones
- Review of budget and schedule performance
- Review of other project metrics
- Review of UIR/RTU list
- Review of action items
- Turnover of project documentation
- Turnover of installation data
- Plan for notification of final acceptance by the City

11.3 Project Acceptance Criteria

Sample project acceptance criteria may include:

1. Verification that all uninstalled inventory housed in the IP warehouse is turned over to the City.
2. Confirmation of all removed items that were to remain the property of the City have been satisfactorily returned to the City.
3. Confirmation that all installation and project data has been passed from the document control system to the City’s operational systems.

Attachment: Badger Meter COHH Proposal (2025-R-31 : Approve Piggyback of Pinellas Park's Contract for Advanced Water Meter Infrastructure

4. Other criteria as mutually agreed.

11.4 Project Inventory Reconciliation

Throughout the project, Badger Meter will, in its capacity as project installation and quality manager, audit the warehouses operated by PVI to ensure that the inventory management plan laid out in Section 6.2 is being observed. During preparation for the closeout, Badger Meter will perform a final audit of the warehouses and ensure that any inventory not to be installed is correctly transferred back to the City. Serial number-level verification will be performed for serialized products.

11.5 Project Closeout Notification

Once the criteria in Section 11.3 are satisfied, and any other criteria agreed by Badger Meter and the City are similarly satisfied, the Badger Meter lead project manager will request a formal notice of project completion from the City's project manager. Upon receipt of such notice, the Project will be complete.

Attachment: Badger Meter COHH Proposal (2025-R-31 : Approve Piggyback of Pinellas Park's Contract for Advanced Water Meter Infrastructure

Attachment: Badger Meter COHH Proposal (2025-R-31 : Approve Piggyback of Pinellas Park's Contract for Advanced Water Meter Infrastructure

SMART WATER IS *BADGER METER*

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www.badgermeter.com

The Americas | Badger Meter | 4545 West Brown Deer Rd | PO Box 245036 | Milwaukee, WI 53224-9536 | 800-876-3837 | 414-355-0400
México | Badger Meter de las Americas, S.A. de C.V. | Pedro Luis Ogazón N°32 | Esq. Angelina N°24 | Colonia Guadalupe Inn | CP 01050 | México, DF | México | +52-55-5662-0882
Europe, Eastern Europe Branch Office (for Poland, Latvia, Lithuania, Estonia, Ukraine, Belarus) | Badger Meter Europe | ul. Korfantego 6 | 44-193 Knurów | Poland | +48-32-236-8787
Europe, Middle East and Africa | Badger Meter Europa GmbH | Nurtinger Str 76 | 72639 Neuffen | Germany | +49-7025-9208-0
Europe, Middle East Branch Office | Badger Meter Europe | PO Box 341442 | Dubai Silicon Oasis, Head Quarter Building, Wing C, Office #C209 | Dubai / UAE | +971-4-371 2503
Slovakia | Badger Meter Slovakia s.r.o. | Racianska 109/B | 831 02 Bratislava, Slovakia | +421-2-44 63 83 01
Asia Pacific | Badger Meter | 80 Marine Parade Rd | 19-07 Parkway Parade | Singapore 449269 | +65-63464836
Switzerland | Badger Meter Swiss AG | Mittelholzerstrasse 8 | 3006 Bern | Switzerland | +41-31-932 01 11

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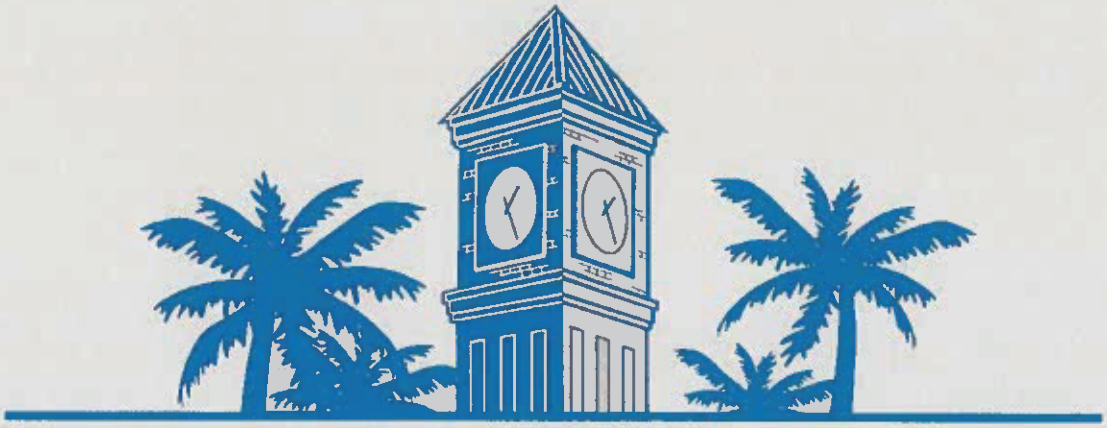
Switzerland | Badger Meter Swiss AG | Mittelholzerstrasse 8 | 3006 Bern | Switzerland | +41-31-932 01 11

CITY OF



PINELLAS PARK

• SIMPLY CENTERED •

Request For Proposal 24.001
Advanced Water Meter Infrastructure (AMI) System

Badger Meter, Inc.
4545 West Brown Deer Road
Milwaukee, WI 53223
800.876.3837

Public Works Utilities

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's Contract for Advanced Water Meter

CITY HALL - P.O.Box 1100
PINELLAS PARK, FL 33780-1100

Please Respond To:

James W. Denhardt
City Attorney
Law Offices of James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

September 16, 2024

Mr. Doug Sexton
Purchasing Coordinator
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: **City Document #24-211**
RFP 24.001 Advanced Water Meter Infrastructure (AMI) System

Dear Mr. Sexton:

We have received and reviewed the above-referenced Agreement, and would approve of the same as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

cc: Bart Diebold, City Manager
Jennifer Carfagno, City Clerk
Dan Hubbard, Asst. City Manager
Kelly Schrader, Finance Administrator
Rosanna Hany, Purchasing Director
Ryan Mendrala, Project Manager

JWD/dh
24-211 20240916 RFP 24.001 AMI System.wpd

PINELLAS PARK
CITY HALL - P.O.Box 1100
PINELLAS PARK, FL 33780-1100

Please Respond To:

James W. Denhardt
City Attorney
Law Offices of James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

November 4, 2024

Mr. Doug Sexton
Purchasing Coordinator
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #24-262 (Additional Comments)
AMI Water Meter Contract – Changes from Badger Meter, Inc.

Dear Mr. Sexton:

We have received and reviewed the response from Badger Meter to our earlier comments forwarded to you on October 14, 2024. We have again reviewed the previous comments as well as Badger's suggested changes. We find all of Badger's suggested modifications to our suggestions to be legally appropriate. Their suggested changes constitute more "management decisions" rather than "legal decisions." Assuming management is willing to go along with the terms they have proposed (i.e., liquidated damages of $500 per day vs. $1,000 per day), then from a legal standpoint, we find the proposed changes to be correct, and would otherwise approve of the changes in the Agreement as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

cc: Bart Diebold, City Manager
Jennifer Carfagno, City Clerk
Dan Hubbard, Asst. City Manager
Kelly Schrader, Finance Administrator
Rosanna Hany, Purchasing Director
Ryan Mendrala, Project Manager

JWD/dh
24-262 20241014 LDS AMI Badger Changes wpd

CITY HALL - P.O.Box 1100
PINELLAS PARK, FL 33780-1100

Please Respond To:

James W. Denhardt
City Attorney
Law Offices of James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

October 14, 2024

Mr. Doug Sexton
Purchasing Coordinator
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #24-262
AMI Water Meter Contract – Changes from Badger Meter, Inc.

Dear Mr. Sexton:

Our office has received and reviewed the above-referenced Contract with the proposed changes from Badger Meter, Inc. Badger's proposed changes often reference the Statement of Work as "Attachment A," but such Attachment is not included in the proposed Contract. This Attachment will need to be included.

Additionally, we would recommend that the "Liquidated Damages" paragraph on page 51 of the Contract as well as the "Final Inspection" paragraph on page 58 remain in the Contract.

Pursuant to Badger's request for the "Suspension of Work" paragraph on page 64, the following language may be added:

> If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, or the Contractor fails to comply with work schedules, the Designee may, by written notice to the Contractor, allow the Contractor thirty (30) days from the date of the notice to cure the cause for such notice. If the cause is not

> cured within thirty (30) days, the Designee may order the Contractor to stop all work or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. No extension of Contract time will be allowed for this suspension.

We would also request that the language on page 67 of the Contract in the paragraph titled "WARRANTY AND GUARANTEE PROVISIONS" remain in tact so as to maintain consistency with page 9 of the RFP, which states in part:

> If, within the guarantee period, any defect or signs of deterioration are noted, which, in the opinion of the City, are due to faulty . . . materials, upon notification, the successful contractor, at their expense, shall repair or adjust the equipment or parts to correct the condition, or they shall replace the part or entire unit to the complete satisfaction of the buyer.

Finally, we are agreeable to a Statement of Values being added to the Contract and referenced on page 74, Article II, of the Contract, so long as such Statement is consistent with the one provided in Badger's Proposal and the Statement is referenced in addition to the other "Contract Documents" noted in that paragraph.

Subject to the foregoing comments and changes, our office would approve of the proposed Contract as to form and correctness.

Very truly yours,

for James W. Denhardt
City Attorney

cc: Bart Diebold, City Manager
Jennifer Carfagno, City Clerk
Dan Hubbard, Asst. City Manager
Kelly Schrader, Finance Administrator
Rosanna Hany, Purchasing Director
Ryan Mendrala, Project Manager

JWD/pl
24-262 20241014 LDS AMI Badger Changes wpd

ACTION: (Approve - Deny) Authorization to purchase under Sourcewell Contract number 2025 091521-NAF & 032824-NAF six (6) new 2025 Chevy Tahoe 2WD 9C1 Police for the Police Department from Alan Jay, South Sebring, FL., at a cost of $468,696.00 to be charged to the appropriate account.

Department: Public Works

Reference Material: Quote 59057-1

C11 **AUTHORIZATION TO PURCHASE UNDER SOURCEWELL CONTRACT NUMBER 2025 091521-NAF & 032824-NAF ONE (1) NEW 2025 CHEVY BLAZER FWD LT**

NOTE: This 2025 Chevy Blazer FWD LT is a replacement for asset number 16680. The cost for this vehicle is $42,832.00 to be charged to account number 501212-566109.

ACTION: (Approve - Deny) Authorization to purchase under Sourcewell Contract number 2025 091521-NAF & 032824-NAF a new 2025 Chevy Blazer FWD LT for the Police Department from Alan Jay, South Sebring, FL., at a cost of $42,832.00 to be charged to the appropriate account.

Department: Public Works

Reference Material: Quote 52972-3

C12 **AUTHORIZATION TO PURCHASE UNDER SOURCEWELL CONTRACT NUMBER 113021-ID-236 ONE (1) PIERCE AERIAL, HD LADDER 107' SINGLE AXLE**

NOTE: This Pierce Aerial, HD Ladder 107' Single Axle is a replacement for asset number 15840. The total cost for this equipment is $1,799,999.56 and will be charged to account number 501221-566109 under the 2024-2025 budget, page 304.

ACTION: (Approve - Deny) Authorization to purchase under Sourcewell Contract number 113021-ID-236 one (1) Pierce Aerial, HD Ladder 107' Single Axle for the Fire Department from TEN-8 Fire & Safety, LLC. (2904 59th Ave. Drive East, Bradenton, FL.,34203) at a cost of $1,799,999.56, to be charged to the appropriate account.

Department: Public Works

Reference Material: Proposal, Pinellas Park Aerial Job_43286, PPFR, Nov 12,2024

C13 **AUTHORIZATION TO AWARD RFP 24/001 FOR ADVANCED WATER METER INFRASTRUCTURE (AMI) SYSTEM - Badger Meter, Inc.**

NOTE: Request for proposals were legally advertised and six (6) proposals were received with Badger Meter, Inc. (4545 West Brown Deer Road, Milwaukee, WI 53223) being the highest scored respondent. The total contract amount is $9,279,657.59 with $5,000,000.00 being the budgeted

amount of the FY 24/25 Account No. 301381-562538 24381/535.

ACTION: (Approve - Deny) Authorization to award RFP 24/001 for Advanced Water Meter Infrastructure (AMI) System to Badger Meter, Inc. of Milwaukee, WI to be charged to the appropriate budget account.

Department: Public Works

Reference Material: RFP 24001 AMI Meters backup

C14 **AUTHORIZATION FOR EMERGENCY PURCHASE AND DISASTER DEBRIS DISPOSAL SERVICES - Waste Management, Inc. of Florida**

NOTE: The City is in need of a final disposal location for debris generated by Hurricane Helene and Hurricane Milton. Disaster debris disposal services will be provided by Waste Management, Inc. of Florida (11051 43rd Street North, Clearwater, FL 33762-4919). The cost of disposal is $66.00 per ton of debris for both vegetative and construction/demolition debris. The estimated cost is $500,000.00 charged to PO 20250050, account 001293-533109.

ACTION: (Approve - Deny) Authorization for the emergency purchase of disaster debris disposal services to Waste Management, Inc. of Florida in the amount estimated to be $500,000.00 to be charged to the appropriate account.

Department: Public Works

Reference Material: Emergency Declaration - Hurricane Milton Debris disposal

C15 **RECEIPT OF RESIGNATION FROM BOARD OF ADJUSTMENT - John Spagnola**

NOTE: John Spagnola submitted his resignation from the Board of Adjustment (BOA) with an effective date of November 19, 2024. Mr. Spagnola was originally appointed to BOA on September 26, 2024. His term was to expire on November 30, 2026.

ACTION: (Accept - Deny) With regret, the resignation of John Spagnola from the Board of Adjustment.

Department: Community Development

Reference Material: Spagnola Resignation

C16 **RECEIPT OF RESIGNATION FROM THE POLICE OFFICERS' PENSION BOARD OF TRUSTEES- Anthony Russo**

NOTE: Anthony Russo submitted his resignation from the Police Officers' Pension Board of Trustees effective October 30, 2024. He served on the Board for 12 years; he was originally appointed to the

Badger Meter

4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414 355 0400 | 800-876-3837
www.badgermeter.com

CERTIFICATION

OF SIGNATURE AUTHORITY

I certify as follows:

By Board Resolution adopted by the Board of Directors of Badger Meter, Inc. and in full force and effect as of this date:

The following *elected executive officers* are, among other things, hereby authorized to execute, amend, and cancel bids and contracts for the sale of products, distributor and representative agreements, bid bonds, surety bonds, contracts, leases and certain other legally binding documents in the ordinary course of business, in the name of Badger Meter, Inc.

Kenneth C. Bockhorst	Chairman, President and Chief Executive Officer
Robert A. Wrocklage	Senior Vice President – CFO
Kimberly K. Stoll	Vice President – Sales & Marketing
Matthew L. Stuyvenberg	Vice President – SaaS, Global Commercial & International Utility
William R. A. Bergum	Vice President – General Counsel & Secretary
Daniel R. Weltzien	Vice President - Controller

Pursuant to the Power granted by the Board of Directors, the following *elected non-executive officers* are hereby authorized to execute, amend, and cancel bids, bid-related contracts and documents, requests for proposals and quotes, and all other bid-related documentation in the name of Badger Meter, Inc.

Wayne Dennis	Assistant Secretary	Senior Director - International Sales & Marketing
Charla D. Dury	Assistant Secretary	Proposal Lead – Bids and Contract Administration
Nicholas J. Gemmell	Assistant Secretary	Director - Senior Legal Counsel
Matthew B. Gieseke	Assistant Secretary	Proposal Lead – Bids and Contract Administration
Shauna A. Griffin	Assistant Secretary	Sr. Director – Utility Sales
David A. Miller	Assistant Secretary	Director – Legal Counsel
Rachel J. Meyer	Assistant Secretary	Proposals Manager – Bids and Contract Administration
Jessica A. O'Malley	Assistant Secretary	Director – Turnkey Operations
Kavin Tedamrongwanish	Assistant Secretary	Director – Legal Counsel
Monique D. White	Assistant Secretary	Proposal Lead – Bids and Contract Administration

BY:

William R. A. Bergum

October 24, 2024
Date

William R. A. Bergum,
Vice President - General Counsel & Secretary
Badger Meter, Inc.

DIVISION OF CORPORATIONS

Detail by Entity Name

Foreign Profit Corporation
BADGER METER, INC.

Filing Information

Document Number	841521
FEI/EIN Number	39-0143280
Date Filed	09/28/1978
State	WI
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	12/03/2018
Event Effective Date	12/31/2018

Principal Address

4545 W. BROWN DEER RD.
MILWAUKEE, WI 53223

Mailing Address

4545 W. BROWN DEER RD.
MILWAUKEE, WI 53223

Changed: 01/07/2019

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 12/27/2007

Address Changed: 12/27/2007

Officer/Director Detail

Name & Address

Title VP, Secretary, General Counsel

BERGUM, WILLIAM ROBERT AXEL
N63 W29924 Woodfield Ct
Hartland, WI 53029

Title VP

Begale, Fred Joseph
3656 North Hickory Ln
Oconomowoc, WI 53066

Title VP

Stoll, Kimberly Kvistad
W294 N6012 River Grove Ln
Hartland, WI 53029

Title Director

TELLOCK, GLEN E.
4545 W. BROWN DEER RD.
MILWAUKEE, WI 53223

Title Director

STERN, JAMES F.
4545 W. BROWN DEER RD.
MILWAUKEE, WI 53223

Title CEO, President, Director

Bockhorst, Kenneth Charles
923 East Kilbourn Avenue
Unit 701
MILWAUKEE, WI 53202

Title CFO, SVP

Wrocklage, Robert Alan
19915 West Pheasant Run Drive
New Berlin, WI 53146

Title Treasurer, VP

Bauer, Karen M.
150 Bunker Hill Drive
Brookfield, WI 53005

Title Director

Myers, Tessa
4545 W. BROWN DEER RD.
MILWAUKEE, WI 53223

Title VP

Weltzien, Daniel R.
4545 W. BROWN DEER RD.
MILWAUKEE, WI 53223

Title Director

McGill, James W.
4545 W. BROWN DEER RD.
MILWAUKEE, WI 53223

Title VP

Hopkins, Sheryl
4545 W. BROWN DEER RD.
MILWAUKEE, WI 53223

Title Director

Adams, Todd A.
4545 W. BROWN DEER RD.
MILWAUKEE, WI 53223

Title VP

Parisen, Williams James
4545 W. BROWN DEER RD.
MILWAUKEE, WI 53223

Title Director

Brooks, Henry F.
4545 W. BROWN DEER RD.
MILWAUKEE, WI 53223

Annual Reports

Report Year	Filed Date
2022	04/24/2022
2023	04/01/2023
2024	03/15/2024

Document Images

03/15/2024 -- ANNUAL REPORT	View image in PDF format
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01/07/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format

DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION REGISTRATION

Entity Information

BADGER METER INC • Active Registration

Unique Entity ID
WZCBUQDPMWR3

CAGE/NCAGE
05105

Expiration Date
Jan 7, 2025

Physical Address
4545, West Brown Deer Road
Milwaukee, Wisconsin
53223-2479, United States

Mailing Address
P O Box 245036
Milwaukee, Wisconsin
53224-9536, United States

Purpose of Registration
All Awards

Version

Current Record

E-Verify

Company ID Number: 142953

may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer	
Badger Meter, Inc.	
Name (Please Type or Print)	Title
Donna R Koepke	
Signature	Date
Electronically Signed	08/07/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
USCIS Verification Division	
Signature	Date
Electronically Signed	08/07/2008

E-Verify

Company ID Number: 142953

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Badger Meter, Inc
Company Facility Address	4545 W. Brown Deer Road Milwaukee, WI 53223
Company Alternate Address	P. O. Box 245036 Milwaukee, WI 53224-9536
County or Parish	MILWAUKEE
Employer Identification Number	390143280
North American Industry Classification Systems Code	332
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	5

CITY OF
PINELLAS PARK
• SIMPLY CENTERED •

NOTICE
REQUEST FOR PROPOSAL 24.001
ADVANCED WATER METER INFRASTRUCTURE (AMI) SYSTEM

Notice is hereby given that the City of Pinellas Park is soliciting proposals for a complete, fixed-based, potable and reclaimed water advanced meter infrastructure (AMI) system, including software, hardware, support, and ongoing information technology maintenance. The proposer should have verifiable experience in cost analysis, planning, implementation, and public interaction.

This project has a budget of **$15,000,000.00** and is partially funded by the American Rescue Plan Act (ARPA). Any party receiving federal funding must be registered on the System for Award Management (SAM or SAM.gov) and not debarred with no exemptions. All funds for this project must be encumbered before the end of 2024 and installation must be complete before 2026.

Upon award of the contract, and before final acceptance, a proof-of-concept demonstration and a preinstallation survey, including a cost analysis, are mandatory to evidence system functionality and to evaluate the existing meters and boxes.

The City reserves the right to negotiate the contract for best and final pricing based on the preinstallation survey results. Best and final pricing shall be presented in a format that clearly indicates a quantity schedule supported by the preinstallation survey.

All proposers must submit one **(1)** unbound, single-sided original containing the Technical Proposal and Pricing Proposal, with a maximum of 80 pages, along with seven **(7)** bound copies, and one **(1)** electronic copy with a maximum of 20MB. Covers, table of contents, divider tabs, and required documents are not considered in the page limit, provided no additional information is included on those pages. The financial statement is also excluded in the limited response and should be in a separate, labeled, and sealed envelope.

Sealed proposals shall be delivered to the City of Pinellas Park Purchasing Division at 8000 60th Street North, Pinellas Park, FL 33781 no later than until **10:00 A.M. EST on Wednesday, 17 April 2024**. The City of Pinellas Park assumes no responsibility for the timely delivery of proposals, any proposal received after the specified time and date will not be considered, unsealed bids will not be accepted.

Communication between a proposer and the City shall be communicated through the City of Pinellas Park Purchasing Division at *Purchasing@Pinellas-Park.com*. Proposers to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a proposal.

Please address all questions regarding this project to *Purchasing@Pinellas-Park.com* no later than **10:00 A.M. EST on Wednesday, 10 April 2024.**

A voluntary pre-proposal conference is scheduled to occur at **2:00 P.M. EST on Wednesday, 27 March 2024** at the Public Works Operation Center located at 6250 82nd Avenue North, Pinellas Park, FL 33781 or attend virtually via Google Meet.

Google Meet joining info:

Video call link: https://meet.google.com/mdp-uwrd-hyj

Or dial: (US) +1 470-285-0369 PIN: 545 951 860#

More phone numbers: https://tel.meet/mdp-uwrd-hyj?pin=3384724290770

Background

The City of Pinellas Park is located within Pinellas County, Florida. Currently, Pinellas Park has over 53,000 residents and has approximately 21,500 potable and reclaimed water meters. Pinellas Park has a mixture of both residential, commercial and industrial customers located within City limits. The City currently utilizes Tyler Munis for utility management, billing, and customer relationship management.

Scope of Work

The City of Pinellas Park is seeking proposals regarding a "turn key" potable and reclaimed water meter reading system and management to install a complete fixed-based, advanced meter infrastructure (AMI) system complete with associated software, hardware, support, and continuing I/T maintenance and support. The proposer should have broad experience in citizen involvement, planning, cost analysis, and implementation. A proof-of-concept period shall also be required proving the system functionality on a smaller scale prior to final acceptance. Once the City has awarded the RFP contract to a proposer, the City will then have the right to further negotiate the contract for the best and final pricing based on the results of a preinstallation survey performed or managed by the selected provider. Best and final pricing should be provided in a format clearly showing a schedule of quantities as supported by the preinstallation survey.

The City expects continued growth and should the need for more meters arise, the pricing shall remain firm for a period of (5) years. Annual pricing adjustments thereafter for meters, maintenance, and I/T support may be adjusted to correlate to the annual CPI (Tampa Bay Region) with a maximum of a (3) three percent increase.

The system must have the capability to improve meter reading efficiency, increase meter reader safety, and provide data that facilitates resolution of customer bill complaints, water conservation initiatives, and distribution system management efforts. The proposer shall describe in detail, the upgrade requirements needed to incorporate the proposed network including, but not limited to, radio frequency (RF) technology, cellular, wide area network (WAN), or other network options possessing the same characteristics. Additionally, the system should be capable of receiving meter readings while utilizing a mobile reading unit (collectively "AMR" or "mobile") or otherwise offer a means of reading while the meter itself safely stores reads, should the primary mean of collection goes down.

Financial Considerations

This project will be, in part, funded through the American Rescue Plan Act (ARPA). The proposers shall have the responsibility to ensure that, should the proposal be awarded, they meet all ARPA guidelines including but not limited to planning, implementation material and staffing needed for installation, project milestones/deadlines and any other regulatory concerns that are outlined in the Federal Register / vol. 87, No. 18 / Rules and Regulations.

AMI Functionality and Specifications

In the response to this City's RFP, the proposer shall clearly describe their system and/or product's performance and speak to their AMI functionality including (but is not limited to) the following features:

- The AMI proposer shall clearly outline in detail the installation, support and maintenance requirements necessary for their system to function.
- The system selected must have a twenty (20) year operational life span.
- The availability of accurate interval readings from the meters, is of utmost importance. Over the twenty (20) year life of the system, infrastructure outages may occur. The contractor shall provide details on how the proposed system uploads the missing interval read data from the period of the outage to avoid data gaps.

- The AMI network shall provide (but is not limited to) alarm notifications of failure to read, failure to transmit, low battery, "cut wire," as well as a priority alarm notification for broken pipes, potential leaks and/or reverse flow events with user configurable email or text messages for notification to specific City utility personnel.
- The AMI network will be capable of providing all necessary data to the City's I/T system (MUNIS).
- The system, as designed, shall provide for a meter read over a three (3) day window for at least 98.5% of all meters in the service area and at least 95% of all meters will successfully report all reading and interval data in the last twenty-four (24) hours.
- Primary data collection units (receivers, collectors, endpoints etc.) shall have on-board battery backup in the event of a power interruption and shall be capable of retaining at least 30 days of reading intervals from all meters in their coverage area. Meters should have a back method of reading both AMR and manual should the network go down.
- The meter endpoint and its connections shall be water submersible, capable of operating in 100% condensing humidity. Provide details on rated submersion depth and duration.
- The endpoint must transmit the meter reading, unique endpoint ID number, and meter location for diagnostic purposes.
- Endpoint must have a battery alarm that indicates the battery is nearing the end of its life.
- Endpoint connection to the meter shall have an inline connector capable of quick connect and disconnect and be suitable to operate in submersible conditions.
- A software application shall be included with the proposal that will meet the requirements as specified in this RFP. A special focus should be given to the applications ability to be integrated with other future software applications.
- Should a "NaaS" be proposed, the service shall include all costs related to design and build, network hardware, and ongoing maintenance and upgrades of the AMI network for a minimum of 10 years. Details of this will be outlined in a separate service level agreement provided by the proposer and approved by the City.
- Should a "SaaS" be proposed, the proposer shall include all costs and hardware related to operating and maintaining of the software required to ensure the intended functionality of the service for a minimum of 10 years. Details of this will be outlined in a separate service level agreement provided by the proposer.

Network Infrastructure Considerations

To alleviate the burden of network management and free utility personnel to focus on core utility needs, this City is considering outsourcing the AMI network infrastructure including all costs associated with hardware, design, and ongoing maintenance. The City will hear proposals from all AMI providers no matter network type, so long as it meets the requirements as outlined in this RFP.

- The City requires the contractor provide all required infrastructure, service, maintenance and support for their AMI solutions. If network towers are required, all appropriate engineering requirements must be met and each installation shall require all proper permitting.
- If a provider responds with a proposal that is networked via RF frequency transmission, an official RF Propagation Study from a licensed RF engineering firm that displays exact location and height of all data collection equipment and related coverage patterns will be required. The Propagation Study shall demonstrate 100% coverage of the City's reading platform. This is to include residential, commercial, industrial and institutional. The RF Propagation Study must identify all required collection infrastructure required for system operation.

- The contractor shall provide and install any additional data collection equipment (receivers, collectors) required after endpoint deployment to achieve the coverage depicted in the RF Propagation Study, at their own cost.
- All network systems shall be designed to cover the entire City's meter reading platform.
- All network systems must have diagnostic capabilities to monitor the AMI network.
- All network collection hardware shall have an on-board battery backup in the event of a power outage.
- If City-owned towers or structures are planned to be utilized, the following requirements must be met:
    - Permits required.
    - Antenna height shall not be greater than 100 ft.
    - Any antenna on the tower and hardware installed in the City of Pinellas Park must meet all national, state and local codes along with FAA, engineering specifications and standards among other federal regulations.

Network-As-A-Service (NaaS) and Software-As-A-Service (SaaS)

The City of Pinellas Park is looking to deploy an AMI network solution as efficiently and cost effectively as possible. To avoid obsolescence and to allow for future technologies to be implemented, the network infrastructure should utilize a configurable format that is capable of being updated and/or reconfigured remotely. The host software must also be formatted for future upgrade integrations and updates with current and future technologies owned by the proposer and the City.

Should the City should consider outsourcing the AMI network infrastructure maintenance, the proposer shall draft a Service Level Agreement and detail their proposed responsibilities for providing, installing and maintaining the system, which includes software, hardware, and Network-as-a-Service ("NaaS") AMI infrastructure for the expected life of the AMI project.

The City may also consider a vendor provided Software-as-a-Service ("SaaS") that is responsible for ownership of the software and all associated hardware to operate the software. In this scenario, the City shall only be responsible for the computers or laptops needed to access the applications via a web browser. The proposer shall draft a Service Level Agreement and detail their proposed responsibilities for providing, installing and maintaining the system hardware and software. The City would maintain ownership of all data received by the AMI system/network or the AMI network and would be provided online access to all data during an active subscription. In the event the subscription terminates, the vendor will provide the data to the City in an agreed upon media format.

Proposers will provide all monthly or annual fees into a service agreement no less than 10 years in length. This minimum 10-year agreement will begin after the final acceptance of the AMI system by the City of Pinellas Park. This minimum 10-year agreement will allow for an adjustment of prices after the initial 5 years based on current market CPI (Tampa Bay Region) not to exceed 3% annually. Any remaining fees shall be documented in a fee payment schedule and shall be included with this response.

System Head-End Control and Data Management Capabilities

- Ability to notify City staff of alert conditions through email, SMS or automated call, based on the City's preferences.
- The City shall have the ability to export data to 3rd party software applications CMEP, XML, direct database interface or similar. The system contractor shall place no restrictions on exporting data to 3rd party software applications.

- The head end control computer must provide data security of SOC2 compliance standards or greater.
- System diagnostic software shall include a mapping interface to graphically report endpoint and collection system equipment location and performance and pending meter issues (low battery, etc.).
- The system diagnostic software shall be capable of displaying and generating reports, tables and text files of configurable data in compliance with this RFP (including but not limited to):
    - Endpoint installation date
    - Endpoint transmission history and transmission success rate
    - Alarm conditions and alarm history.
- Import / Export capabilities shall be able to smoothly integrate with the City's I/T system.
- The AMI software shall have the ability to search for (including but not limited to) records, alarm conditions, resident accounts and consumption.

Software Application Overview (Consumer Engagement Portal)

The services provided through an AMI meter system are best appreciated at the consumer level; therefore, the proposer shall provide a pre-integrated Consumer Engagement Portal with common and shared access to the vendors singular data architecture that provides City customers with web-based viewing. The utility application must provide all the controls needed in the network for the essential functions of the metering data output received from the communication with field collection devices. The application must present this data within an intuitive user interface that is easy to interpret and understand. Portal shall also make clearly visible a help site and phone number feature with contractor's customer service staff. The application shall be secured and only permit viewable data pertaining to the individual consumer login with the exception of an administrator account which shall have full access to features available within the application for use of the City.

Portal should include, but may not be limited to, the following:

- Display of daily, monthly and yearly views of the consumers water consumption data, monthly comparison and financial views, in graphical, table and exportable views.
- Display and notification of alarm conditions in a customizable communication preference based on customer preferences (application notification, text/SMS, email, or automated call).
- Ability for the consumer to set and modify password access and contact information.
- Ability for the City to configure and add to the main tiles of the home page based on common requests of the utility.
- Ability for the City to communicate AMI data interruptions to City customers through their data feed to decrease the number of customer calls.

The application must be designed in such a way as to be updated along with future platforms and/or technologies. The systems shall be highly secure to protect the customers and the City of Pinellas Park. The data needs to be encrypted in transit and rest. The company should be able to produce documentation of being SOC 2 compliant or greater. It must integrate seamlessly with other third-party applications the utility utilizes such as Tyler Munis/billing software applications and work order management systems. The application must be able to integrate to other I/T systems in the event of a change.

Project Execution and Installation Requirements

Project execution and installation requirements shall conform to the proposed project schedule provided in response to this RFP. All meter equipment including fastener/connections, main cases, measuring chambers, strainers and registers furnished under this specification shall conform and meet the requirements as set forth in the latest version of the AWWA 700-15 as well as the specifications as outlined in the "**General Meter and Encoder Specifications**" section listed below. Meter shall produce accurate water flow data and information at normal flow limits and at minimum flow rates in compliance with AWWA C700-15. The contractor will be required to notify the City, on the date of a meter placement, of any preexisting leaking or deteriorated back flow prevention assemblies and/or all piping, valves, and fittings, identified by the contractor during the meter replacement.

- Proposers are allowed to use subcontractors in their proposals; however, the proposer (prime proposer) shall be fully responsible to the City of Pinellas Park for the acts and omissions of all subcontractors and of persons indirectly employed by them. All subcontractors must comply with the terms and conditions of this RFP and be approved by the City before any work may commence.
- Should the proposer or their subcontractors not meet the terms and conditions of this RFP, the City of Pinellas Park reserves the right to terminate the contract and pursue negotiations with the next highest ranked respondent.
- The proposer shall provide a detailed plan of execution of a proof-of-concept, meeting the requirements that is outlined in this RFP.
- All meters and related attributes must be onboarded into the City's GIS and Tyler/Munis systems in such a way so as not interrupt service or reading cycles. The proposer shall provide means and methods on how they will meet the meter data onboarding requirements.
- Installation of meters, testing and activation of AMI system shall be coordinated in such a way as to not interrupt meter reading and billing cycles.
- All meters shall present readings in measuring units of gallons.
- For the purposes of ensuring the installer has all material, tools, personnel and qualifications to complete the AMI system installation in its entirety, it will be the responsibility of the installer to provide a preinstallation survey prior to the system installation roll out. This preinstallation survey will evaluate what the existing brands of meters and boxes are present and will be executed in such a way that all pertinent data will be collected for the needs of the installer.
- The City retains ownership of the old meters that will be removed. All old meters shall be accounted for and return to the City on a regular basis.
- The installer shall be required to install the new water and reclaimed water meters, corresponding endpoints, meter boxes and lids as needed; however, every effort shall be made to retrofit existing boxes and lids.
- The successful proposer shall be responsible for the installation, activation and electronic meter data transfer to the billing software (Tyler/Munis), for all the meters associated with the scope of this project including the retrofitting of the 6,313 AMR meters currently installed within the City, if possible.
- The successful contractor shall demonstrate operational functionality of their AMI system by performing a proof-of-concept, as outlined in this RFP, of their proposed AMI solution.

- A digital photograph of the location before and after installation, meter reading before and after installation, old and new meter serial number, and a Date/Time Stamp for each photo will be required for each meter installed. GPS captured coordinates for each meter shall also be required.
- The installers shall have a minimum of 10 years of experience this field and must be able to provide proof of at least 3 separate AMI projects installed of similar size, scope and scale.
- The installers shall make every effort to retrofit existing meter boxes and lids (potable and reclaimed), only installing new boxes should it be absolutely necessary for the meter to operate as intended.
- The installers are required to provide an up-to-date description of its employee's organizational structure with crew leaders, foreman, supervisors and managers, with current contact information for each.
- The proposer and their contractors shall provide their own internal quality assurance and quality control inspector(s) and maintain regular communication/coordination with City inspectors. For purposes of tracking progress, any information (paper or digital) pertaining to the project installation shall be made available to the City of Pinellas Park upon request.
- The City can inspect any installation for compliance with contract requirements. Any installations that do not meet installation requirements will be corrected by the contractor at their expense.
- Weekly progress meetings shall be held on a mutually agreed upon date with at least one representative from each organization being present.
- Having minimal impact on our residents is of utmost concern; therefore, any damages to water service lines, meter couplings, meter valves, service fittings, irrigation lines, other underground utilities, sprinkler heads, meter boxes or lids during excavation or installation shall be immediately repaired.
- Damaged water and reclaimed lines shall be tested prior to restoration of services.
- Restoration work shall begin after meter installation is completed and verified service functionality. Restoration activities include, but are not limited to, any backfill, landscaping, concrete, asphalt, bricks or pavers for driveway, or other items encountered. All existing landscaping shall be replaced in kind or a City approved variety.
- Restoration work shall follow a schedule/timeline presented by the contractor and must be approved by the City of Pinellas Park. Every effort must be made to ensure all restoration activity is completed for all the installs before the end of each week. Utility services (water reclaimed, etc.) shall be restored immediately.
- Failure to repair damages, test new installs for leaks and restore residents and businesses property in a timely fashion (as reasonably determined, situationally by the City) will result in termination of contract in which the City of Pinellas Park.
- For the purposes of possible repairs being required on the private side of the property line due to complications with a meter install, the installers shall be certified Florida licensed plumbers and certified Florida General Contractors.
- The installers will be responsible for compliance with all local, state and federal laws, regulations provisions and requirements in the execution of all aspects of the project.

- The installers are responsible for all Maintenance of Traffic as required to perform the work. At a minimum, Maintenance of Traffic shall be in accordance with the most recent FDOT Standard Specifications for Road and Bridge Construction.
- The installers shall be required to provide resident notification of at least one week notice by means of door hangers. Condominiums and medical facilities have stringent criteria for providing advanced notice and the contractor shall adhere to those requirements, providing extra notice as dictated. Adjustments in installation times may be required to limit business interruption, the contractor shall adjust their work schedule to accommodate these situations as needed, including the possibility of night or weekend scheduling.
- Door knockers shall clearly indicate the installers business name and date of install for that resident while also advertising AMI system benefits and providing instructions for the customer to sign up for the user portal.
- The installers shall have uniforms that clearly identify who they are. Their uniform and vehicle identification shall match that of the information indicated on the door hangers of which the residents were given.

The contractor must provide a contact and respond on a 24-hour-per-day basis as callers from the City or from the customer associated with that installation, experience problems associated with installation. Contractor must respond within thirty (30) minutes of receiving the call and arrive at customers premises ready to correct and problems within thirty (30) minutes. Should the contractor receive a call or complaint from a customer or the City regarding installation, the contractor shall immediately log the call, include the caller's name, address, phone number, account number if available, date and time of call, nature of the problem and the action taken. All calls reporting complaints shall be updated within a minimum of 24 hours indicating if the complaints have been resolved or not. All copies of the call logs shall be forwarded to the City by a mutually agreed upon means every day.

All equipment, accessories and component parts shall be guaranteed by the contractor to be free of defects in workmanship and design and to operate as specified and intended. For any equipment not covered by the network as a service and software as a service and their associated service level agreements, a minimum of a two (2) year warranty will be provided to the City, from the formal time of acceptance, to cover any damage caused by installation of system equipment.

If, within the guarantee period, any defect or signs of deterioration are noted, which, in the opinion of the City, are due to faulty design and installation, workmanship, or materials, upon notification, the successful contractor, at their expense, shall repair or adjust the equipment or parts to correct the condition, or they shall replace the part or entire unit to the complete satisfaction of the buyer. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City as least detrimental to the operation of the business. Contractor must be capable of processing warranty claims.

General Meter and Encoder Specifications

Meters used for measuring the consumption of water can be either nutating disc or oscillating piston type. Nutations or oscillation cannot exceed those listed in AWWA Standard C700-15 and NSF-61. Meters sized 5/8" x ¾" and 1" furnished under these specifications shall be bolted bottom entry, split case design. Meters sized 1-1/2" and 2" furnished under this specification may be top bolted entry split case design. Register box screws, locking pins, main case top, adjustment vanes, and inlet and outlet coupling nuts, if provided, shall be equipped with tamper-resistant features. If drilled for seal wires, seal wire holes shall not be less than 3/32" in diameter.

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The Main Case of all 5/8" x ¾" meters shall be manufactured from copper allow containing not less than 75% copper. Cast iron main cases are not acceptable. For 5/8"x ¾" and 1" meters only, the bottom plate shall be plastic. If plastic materials are used in the manufacture of bottom plates and/or register lids, only virgin or first-generation-grade rigid engineering plastic materials compounded with ultraviolet stabilizers shall be used. Engineered plastic bottom plates and/or register lids shall have sufficient dimensional stability to retain operating clearances at working temperatures up 105 degrees Fahrenheit and shall not permanently warp or deform when exposed to temperatures up to 150 degrees Fahrenheit for one hour. The design of plastic bottom plates and/or register lids shall meet the fatigue limits and burst pressure requirements of AWWA 700-15. All 1-1/2" and 2" meter main cases shall be manufactured from copper alloy containing not less than 75% copper. Plastic bottom plates are not acceptable on 1-1/2" and larger meters.

The size, model and direction of flow through the meter shall be permanently marked on the outer cases of all meters. The size of the meter shall be marked permanently on the register dial face. The manufacturer's meter serial number shall be cut on a raised pad on the top portion of the main case and raised characters cast on the main case to properly indicate the direction of flow through the meter. Serial numbers on the side of the main case are not acceptable. Bottom plates on 5/8" x ¾" shall be copper alloy or plastic; cast iron cases are not acceptable.

All external fasteners such as bolts, nuts, locking pins, and washers shall be made of brass, bronze or stainless steel in accordance with AWWA C700-15, latest revision, be equipped with tamper-resistant features, and be designed for easy removal following lengthy service. Shear pin bolts will only be allowed when used as register tamper-resistant devices. 5/8" x ¾" and 1" meters shall have external threaded end connections. The 1-1/2" and 2" sizes shall have female Iron Pipe (IP) thread screw ends or flanged ends.

Meters shall have an outer case with separate removable measuring chambers. The measuring chambers shall be self-contained units, smoothly finished, firmly seated and easily removed from the main cases. Measuring chambers shall have sufficient dimensional stability to retain operating clearances at working temperatures up to 80 degrees Fahrenheit and shall not warp or deform when exposed to operating temperatures of 100 degrees Fahrenheit. Measuring chambers shall be secured in the main cases so that the accuracy of the meter will not be affected by any distortion of the main case that might occur when operating at a pressure less than 150psi. Measuring chambers shall be made of copper alloy containing not less than 85% copper or similar copper alloy listed in ASTM B584 or suitable engineered plastic as described in AWWA C700-15. Non-metallic gaskets shall not be used to seal the chamber from the case. Direct Read Registers: Registers shall be DIRECT straight-reading, permanently sealed by the manufacturer and encased in a copper or stainless-steel shell within the register housing and meet all AWWA C701-15 requirements. The lens shall be made of high strength impact resistant glass and must be scratch resistant. The measuring units shall be in US gallons or cubic feet. Register housing and lid shall be made of a suitable engineering plastic for two-inch (2") and smaller meters in accordance with AWWA C700-15. Register housing and lid shall be made of a copper alloy containing not less than fifty-seven (57%) percent copper or a suitable engineering plastic for four-inch (4") and larger meters in accordance with AWWA C700-15.

All register lids shall be securely attached in a manner that will allow the meter to be carried by the lid. The name of the manufacturer shall be permanently marked on the lid of the register box. The serial number of the meter shall be imprinted on the lid by cutting to a minimum depth of .008 inches on the register lid.

No portion of the reduction gearing; including frames, gears and pinions; or totalizing mechanism shall be in contact with the measured water. The register must include a leak indicator independent of the sweep hand for easy visual checks for possible service leaks.

Register gear trains shall be located in the register compartment. Piston oscillations or disc nutations shall be transmitted by magnetic couplings. The mechanical register shall receive the necessary power to operate from the chamber and disc assembly by means of permanent magnets. The totalizing numbers on the registers shall not be less than 5/32 inches in height and shall be readable at a 45° angle from the vertical. Billable units shall be clearly indicated on the register. Registers shall be furnished with center-sweep test hands with an index circle located near the periphery of the register face graduated in 100 equal parts, with each tenth graduation being numbered. The hand or pointer shall taper to a point and shall be set accurately and held securely in place. The quantities indicated by a single revolution of the test hand and the minimum capacity shall be as listed in Table 4 of AWWA C700-15. The meter assembly face plate shall be white for meters for potable water and purple for meters for reclaimed water.

Encoder Type Registers: Encoder type registers shall use an absolute encoder to produce a visual numerical reading and record the readings in an electronic data storage medium that can be obtained semiautomatically or automatically at a remote location. The encoder type register consists of a meter register assembly, a signal encoder assembly, and a signal transmission assembly. All system components shall have the impact resistance and other physical characteristics required for this application. The register assembly shall be capable of two-way communication. All systems shall provide for visual register reading at the meter. Register housing and lid shall be made of a suitable engineering plastic for 2" and smaller meters in accordance with AWWA C700-15. Register housing and lid shall be made of a copper alloy containing not less than 57 percent copper or a suitable engineering plastic for 4" and larger meters in accordance with AWWA C700-15.

The meter assembly shall be designed to provide field installation and removal. The meter register assembly shall be straight reading, permanently sealed by the manufacturer and encased in a copper or stainless-steel shell within the register housing and meet all AWWA C701-15 requirements. The register assembly shall not be affected by temperature variations from 32°F to 105°F or high humidity. No portion of the reduction gearing or totalizing mechanism within the register shall come in contact with the measured water. Verification of register operation and accuracy shall be provided by use of a test hand, index circle or the electronic equivalent capable of displaying 1/1000 of the maximum allowable initial dial indication from Table 4 of AWWA C700-15. The meter register assembly shall be equipped for testing by a test hand, test index circle, number wheels or the electronic equivalent capable of displaying 1/1000 of the maximum allowable initial dial indication to consistently meet the testing accuracy requirements. Registration units shall be clearly visible on the face of the meter register assembly and show units as US gallons, cubic feet or cubic meters. The meter register assembly shall be labeled with a unique identification number separate from the meter serial number. The meter register assembly shall be adaptable to magnetic-type and mechanical-type register drives of various meters. The electronic display register digits shall not be less than 5/32 inches in height and shall be easily readable at a 45-degree angle from the vertical position. Register capacity and initial dial indication shall be compliant with tables for the particular meter type and size on which the assembly is being installed. The meter assembly face plate shall be white for meters for potable water and purple for meters for reclaimed water. The size of the meter shall be marked permanently on the register dial face. The register cover shall be recessed and shall overlap the register to protect the lens. The lens shall be held securely in place. The name of the manufacturer shall be permanently marked on the lid of the register box.

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The serial number of the meter shall be imprinted on the lid by cutting to a minimum depth of .008 inches on the register lid.

The Signal Encoder Assembly shall be designed to provide field installation and removal. The signal (data) encoder assembly shall not induce drag that would result in premature wear of the meter or cause the meter to register below the accuracy requirement of the applicable AWWA meter standard. The index mechanism shall not display ambiguous reads.

The signal encoder assembly shall encode at least the four (4) most significant meter registration digits on meters of all sizes. The totalized consumption shall be displayed with leading zeros so that all digits capable of displaying are readable. The delimiter in the totalized display shall be in the form of a period (.) or a comma (,). The electronic display register shall clearly distinguish digits used for customary billing units. If a battery is used as the primary power source, the electronic display register shall indicate low battery voltage and shall be designed to provide at least 180 days of useful life from initial low-battery-voltage indication to the end of the battery's life. The electronic display shall 1) be capable of toggling between totalized flow and flow rate if the same digits are used; 2) have indication to clearly designate when the display is in the rate mode; and 3) be capable of providing flow rate information – volume (U.S. Gallons, cubic feet) per unit time (per second, per minute, per hour) in the preferred units of measure. Reverse flow, backflow, flow direction and leak alarm indicators shall be displayed as required by the user.

The encoder register shall effectively integrate water consumption data and information from the meter to the utility billing system software, Tyler/Munis billing and workorder software.

Proof-of-Concept

The proposer shall demonstrate operational functionality of their AMI system, by performing a proof-of-concept, of their proposed solution. The proof-of-concept approach, provided by the contractor, will be evaluated and selected by the City. It must demonstrate operational functionality of the data collection network, endpoint functionality and system head-end hardware, software, test bill customers and provide interface operational effectiveness in regards to alarms and events, customer reports, and signal communication routes. This proof-of-concept should include a minimum of one hundred (100) installations include a balanced variety of test meters for each different meter size within our City starting with City buildings and unbilled accounts but extend out to the far limits of our water service area boundaries. In addition, during the proof-of-concept phase, the proposer shall provide adequate training of City staff in all aspects of the system as well as perform system acceptance testing.

The duration of the proof-of-concept timeframe should be a minimum of two (2) months beginning at the time the system is deemed operational at 100%. The City may require the extension of the proof-of-concept period by one month for each month where there are one (1) or more issues. If the proof-of-concept results do not confirm compliance with the RFP requirements, the City of Pinellas Park reserves the right to terminate the contract.

Existing System

The City currently reads its meters by handheld device, with the exception of 6,300 (Master Meter Brand) meters which are read via drive by AMR readers. The meters are primarily Neptune, Master Meter, and Badger (other meters include Hersey, Rockwell, and Sensus). Our meter inventory listed below was compiled by our current active accounts over our past reading cycles and does not account for a 100% accuracy of every meter in the ground. A detailed inventory of make and model meters by their sizes, boxes, and even the total number of meters cannot be provided; thus, we ask that the selected provider perform a preinstallation survey to ensure full system account coverage can be achievable.

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PROPOSAL OUTLINE

Letter of Interest

This letter should summarize, in a brief and concise manner, the proposer's understanding of the scope of work.

Financial Statement

Include a copy of the company's latest financial statement in a separate, sealed envelope.

Letter of Bondability

Respondents must submit a Letter of Bondability from their Surety Company (not the surety agent) showing their bonding capacity, which shall not be less than $1,000,000.00. Any issuer of a Letter of Bondability must be licensed to transact a fidelity and surety business in the State of Florida.

If the surety agent is named on the Surety's Power of Attorney as a true and lawful Attorney-in-Fact, to make, execute, seal and deliver said letter then a letter from the surety's agent will be allowed as long as a copy of the Surety's Power of Attorney documenting said appointment is included with the Letter of Bondability.

Proposal Format

Proposers desiring consideration should fully respond to the following items. The City reserves the right to include any, all, or none of the listed items or services in any agreement resulting from this RFP. Please provide all of the proposal information required in the following sections 1–15.

Table of Contents

The proposer's table of contents should include a clear and complete identification of the materials submitted by section and page number.

1. **Capability to Perform the Work:** **(10 Points)**
   a. Include a statement describing why your company is best qualified to provide the desired services.
   b. Explain how the proposed system aligns with the requests outlined in this RFP. If the proposed system does not align, provide details on the potential benefits that the City would gain from the suggested alternatives.
2. **Adequacy of Personnel:** **(10 Points)**
   a. List the project managers and key staff, by position, who will be assigned to provide the required services.
   b. Provide an organized chart outlining the operational methods, structure, and services. This description should incorporate a comprehensive list of personnel, contractors, and subcontractors assigned to this contract. Include any relevant degrees, certificates, and specialties within the disciplines associated with the company's scope of services.
3. **Relevant Experience:** **(10 Points)**
   a. Provide a company history, including the number of years conducting business.
   b. What is your understanding of AMI technology, including metering equipment, communication protocols, data management systems, and analytics capabilities?
   c. How do you stay updated with the latest advancements and best practices in AMI implementation?
   d. Share examples of recent projects related to this type of work.
   e. Include references from at least three (3) clients with whom the firm has performed similar work (see Firm Information form).

f. How many similar AMI projects have you successfully completed? Provide references or case studies of previous AMI projects?

4. **Ability to Meet Time and Budget Requirements:** **(10 Points)**
   a. Describe the proposed timeline, including key milestones and deliverables.
      1. Outline the approach to the project, including the project schedule, sequence of events, estimated timeframe, and identification of the contractor's and City's role in the sequence of events.
      2. Explain the ability to accomplish the proposed work and sequence of events within the given timeframe and budget. of the ability to accomplish proposed work/sequence of events within a given timeframe and budget.
   b. How do you plan to manage and mitigate any potential delays or bottlenecks?
   c. Describe the approach and execution of:
      1. Installation
      2. Service
      3. Maintenance
      4. Classroom and field training
   d. Describe the overall cost-effectiveness of the proposed system, including the initial implementation costs, ongoing maintenance expenses, and potential long-term savings or return on investment (ROI) for the City.
   e. What is the proposed budget breakdown for equipment, installation, software, and ongoing maintenance?
   f. Are there any potential additional costs that may arise during or after the implementation?

5. **Proposed System Overview:** **(10 Points)**
   a. Provide a detailed description of the proposed AMI system architecture, including the components involved and their functionalities?
   b. How does your system handle data collection, communication, storage, and analysis?
   c. Describe the proposed system's compatibility and ability to integrate with the City's existing utility management, billing, and customer relationship management (CRM) platform, Tyler Munis.
      1. Hardware:
         i. What types of meters, sensors, communication devices, and other hardware components are included in your proposed solution?
         ii. What is the quality and reliability of the hardware, and do you have any certifications or industry approvals?
      2. Software:
         i. What software applications or platforms are utilized for data management, analytics, visualization, and reporting?
         ii. Can you explain the software's key features and how it addresses the specific needs of water utility management?
      3. Network Infrastructure:
         i. What communication technologies and protocols are used for data transmission between meters and the central system?
         ii. How do you ensure reliable and secure communication, especially in areas with poor connectivity or high interference?
      4. Describe the system's performance and capabilities in accurately capturing and

reporting meter readings, minimizing errors, and providing reliable data for billing and analysis purposes.

6. **Scalability and Flexibility:** **(5 Points)**
   a. How easily can the proposed infrastructure accommodate future growth and changes in demand, such as adding new meters or expanding the network coverage?
   b. What measures are in place to ensure that scalability does not compromise the system's performance or functionality?
   c. How scalable is the data management system and analytics capabilities to handle increasing volumes of meter data efficiently?
   d. What measures are in place to ensure the system can handle peak usage periods and maintain data accuracy and reliability?
   e. Provide examples of other projects where the system was successfully scaled up or modified?

7. **Communication Technology:** **(5 Points)**
   a. Describe the communication technology employed by the system, such as cellular networks, radio frequency, or other wireless protocols. Describe the reliability, range, and interference resistance of the communication infrastructure.
   b. Describe the system's best management practice for the network installation, maintenance, and ownership.
      1. How will this management practice benefit the City?

8. **Remote Management and Monitoring:** **(5 Points)**
   a. Describe the system's features that enable remote management, monitoring, and control of meters, including the ability to detect leaks, tampering, or abnormal usage patterns.

9. **Date Security and Privacy:** **(5 Points)**
   a. Describe the proposed system's measures to ensure the security and privacy of customer data, including encryption protocols, access controls, data backup procedures, and compliance with relevant data protection regulations.
   b. What encryption methods are proposed to ensure the secure transmission and storage of metering data?
   c. How do you address privacy concerns and comply with relevant data protection regulations?
   d. What access control mechanisms and user authentication methods are in place to prevent unauthorized access to the system?
   e. How do you ensure that only authorized personnel can access sensitive customer data?
   f. How do you ensure the integrity and availability of customer data in case of system failures or emergencies?
   g. What protocols are in place for data retention, periodic backups, and disaster recovery strategies?

10. **Customer Engagement and Transparency:** **(5 Points)**
    a. Describe the system's features that promote customer engagement, such as providing access to consumption data, usage patterns, and educational resources to encourage water conservation and customer awareness.

11. **Helpdesk and Support:** **(5 Points)**
    a. What channels are available for customer support, such as a dedicated helpdesk, online portals, or self-service options?

b. How is efficient and accessible customer support ensured during the installation process and after the final system acceptance?
c. How is efficient and accessible customer support ensured, particularly during critical situations or emergencies?
d. How does your helpdesk meet the requirements as outlined in this RFP?

12. **Service Level Agreements (SLAs):** **(5 Points)**
    a. What channels are available for customer support, such as a dedicated helpdesk, online portals, or self-service options?
    b. How is efficient and accessible customer support ensured during the installation process and after the final system acceptance?
    c. How is efficient and accessible customer support ensured, particularly during critical situations or emergencies?
    d. How does your helpdesk meet the requirements as outlined in this RFP?
    e. Describe the network and software maintenance

13. **Training and Documentation:** **(5 Points)**
    a. What training programs and documentation will be provided to ensure effective adoption and operation of the AMI system by utility staff and end-users?
    b. Provide examples of comprehensive training materials or user guides?
    c. Provide an in-person training plan.

14. **Certification as a MBE (Minority Business Enterprise)/WBE (Women Business Enterprise)/VBE (Veteran Business Enterprise) (Attach certificates for consideration):** **(5 Points)**
    Evaluation criteria points for certification as a MBE, WBE, VBE, SBE, and DBE apply to the proposer and secondary subcontractors; however, proposers requesting consideration must address how the contractor will provide maximum practicable opportunities for subcontractors and may also require prime contractors to report on their subcontracting achievements and efforts.

15. **Proposal Pricing:** **(5 Points)**
    a. Proof of concept cost
    b. Preinstallation survey cost
    c. Installation cost
    d. Training agreement cost
    e. Maintenance cost
    f. Service cost

FORMS

The last section of the proposal should be the "FORMS" section, which must contain the forms below. Under a tab labeled "FORMS," the following forms labeled 1-9 must be completed and inserted within the proposal. Ensure documents are executed by an Authorized Person as designated on the Florida Division of Corporation's website (Sunbiz); *if using an alternative signator, include a Corporate Resolution evidencing the signator's authority to execute documents on the firm's behalf.*

Additional forms and certifications may be required dependent upon grant funding sources.

1. Firm Information
2. Acknowledgement of Addenda
3. Disclosure of Relationships

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

4. Certification Regarding Prohibition Against Contracting with Scrutinized Companies
5. Certification Regarding Lobbying
6. Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion
7. Public Entity Crimes Statement
8. Indemnification and Hold Harmless Agreement
9. Proposal Cover Sheet

GENERAL INSTRUCTIONS

Addenda to Solicitations: Interpretations of the solicitation, clarification of solicitation specifications, and requirements or changes to the solicitation which have a material effect will be documented and communicated to respondents only by written addenda posted on Demandstar.com. Verbal replies to questions do not constitute an official response unless documented in the form of written addenda and shall be considered inadmissible in protest proceedings. All such written addenda should be acknowledged on the "Acknowledgement of Addenda" form or by returning a copy of the signed addendum along with your response as proof of receipt. Failure to acknowledge such addenda may constitute cause for rejection of the proposal.

Anti-Discrimination: That Contractor, for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenants and agrees that:

a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

b) No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

Antitrust Violations: Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

Applicable Law and Venue: Contract(s) resulting from this RFP and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated in this solicitation and resulting agreement. Venue for any court action allowed by this agreement shall be in the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida, or in the Middle District of Florida, United States District Court, Tampa Division.

Contractor agrees that it will comply with all federal, state, and local laws and regulations applicable to the production, sale, and delivery of goods or the furnishing of any labor or services called for by this solicitation and resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Awards: The City reserves the right to cancel the solicitation, reject any and all proposals, or waive any irregularity or technicality in submittals received, that serves in the best interest of the City. The City reserves the right to not make any award(s) under this solicitation.

Compliance with Grants, Laws and Regulations: Contractor agrees that it will comply with all grant requirements in addition to all federal, state, and local laws and regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Conflict of Interest: Any entity submitting a bid, proposal, qualifications or entering into a contract with the City shall disclose any relationship that may exist between the contracting entity and a City Employee. The relationship with a City Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half- brother, half-sister, grandparent, or grandchild.* The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a City approved form. Failure to submit the form will be cause for rejection of the bid or proposal.

Department of Business & Professional Regulation: Pursuant to Florida Statute 489.131, proposers must be registered with Florida DBPR. Register at MyFloridaLicense.com/DBPR and include verification of registration with your proposal.

Discriminatory Vendor List: Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287 .134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Environmental and Social Government and Corporate Activism: Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a Contractor based on social, political or ideological interests such as:

a. The Contractor's political opinions, speech, or affiliations;
b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
c. The Contractor's lawful ownership of a firearm;
d. The Contractor 's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
f. The Contractor 's support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking;
g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph;
h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is compliant with applicable state or federal law:
    1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures;
    2. Social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice;
    3. Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or
    4. Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

Contractors are also prohibited from giving preference to subcontractors based on the above referenced factors. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

E-Verify: Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-Verify System in order to verify work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pinellas Park.

Include proof of E-Verify registration with the proposal.

Foreign Gifts and Contracts: The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 286.101 (7)(c), Florida Statutes: "In addition to any fine assessed under [§ 286.101 (7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.

Florida Division of Corporations: To conduct business in the State of Florida, proposers must be registered with the Florida Division of Corporations. Register at https://dos.myflorida.com/sunbiz/ and include verification of registration with your proposal.

Indemnification: Contractor shall indemnify, hold harmless, and/or defend the City and its commissioners, officers, employees and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the professional and other persons employed or utilized by the professional in the performance of the contract.

Independent Contractor: This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

Inquiries and Information: Any inquiries regarding this solicitation shall be addressed by e-mail to Purchasing@Pinellas-Park.com. The Purchasing Division will assist with questions and direct them to the appropriate individuals. Requests for interpretation of the solicitation or additional information should be communicated to the Purchasing Division by e-mail prior to **10:00 A.M. EST on Wednesday, 10 April 2024**. Proposers are encouraged to visit Demandstar.com for previously issued information, available 24/7. It is the proposer's responsibility to regularly check Demandstar.com for updates and addenda.

Insurance: Include proof of insurance evidencing insurance coverages with your proposal. Contractor's insurance shall be primary. The City shall be named as an additional insured for both General Liability and Automobile Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

General Liability
Each Occurrence $2,000,000
Products Completed/Operations Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
General Aggregate $2,000,000
Combined Single Limit $1,000,000

Worker's Compensation as required by the State of Florida
Each accident $100,000
Each Disease – Each employee $100,000 Each disease – policy limit $500,000

Professional Liability Insurance
$1,000,000 per occurrence
$2,000,000 aggregate combined single limit
$5,000 maximum deductible per claim

Automobile Liability – Combined Single Limit $1,000,000

Pollution Legal Liability
(If project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

Cyber Risk Liability (Network Security/Privacy Liability)
Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits Each Occurrence $ 5,000,000
General Aggregate $ 5,000,000

The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market.

The insurance carriers shall supply Certificates of Insurance evidencing such coverage to the City of Pinellas Park Risk Management Department prior to the execution of this agreement.

The insurance companies selected shall send written verification to the City of Pinellas Park Risk Management Division that they will provide 30 days written notice to the City of Pinellas Park Department of Risk Management of its intent to cancel or terminate.

Non-Collusion: By offering a proposal to this RFP, the proposer certifies it has not divulged to, discussed or compared its competitive proposal with other proposers and has not colluded with any other proposers or parties to this competitive solicitation whatsoever. In addition, the proposer certifies, and in the case of a joint competitive proposal, each party thereto certifies as to its own organization, in connection with the competitive proposal.

Opening Location: Proposals must be received by the Purchasing Division at 8000 60th St. North, Pinellas Park, FL 33781 on or before the closing hour and date listed in the Request for Proposals.

Prohibited Telecommunications Equipment: Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. By executing this Agreement, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Agreement. If Contractor is

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-414-443-0000 Hays Companies, Inc. 1200 North Mayfair Road, Suite 100 Milwaukee, WI 53226	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Badger Meter, Inc. 4545 West Brown Deer Road Milwaukee, WI 53223 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: PHOENIX INS CO — 25623 INSURER B: TRAVELERS PROP CAS CO OF AMER — 25674 INSURER C: CONTINENTAL INS CO — 35289 INSURER D: ACCIDENT FUND INS CO OF AMER — 10166 INSURER E: COALITION, INC. INSURER F:

COVERAGES **CERTIFICATE NUMBER: 751513659** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		Y660 268J2023	01/01/24	01/01/25	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BA 2L694073	01/01/24	01/01/25	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB [X] OCCUR			6076540927	01/01/24	01/01/25	EACH OCCURRENCE	$ 5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			UH WCP 100074452 02	01/01/24	01/01/25	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Cyber/Tech E&O(Prof Liab)			C-4LWN-137183-CYBER-2024	01/01/24	01/01/25	Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Pinellas Park (Owner) is additional insured on the General Liability policy as respects to RFP 24.001 AMI Water Meters where required by written contract. The General Liability policy is primary and non-contributory when required by written contract.

CERTIFICATE HOLDER

City of Pinellas Park
5141 78th Avenue N.
Pinellas Park, FL 33781 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 48 CFR § 52.204-25(d)(2) to City.

Prohibition on Gratuities and Kickbacks: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or any solicitation or proposal thereof. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor or any person associated therewith, as an inducement of the award of a subcontract or order. The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore. The Contractor hereby certifies that prices the City agreed to are fair and proper and are not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Contractor or any other parties and interest.

Public Access: Contractor shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. Contractor shall provide the public with access to public records on the same terms and conditions that the City would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. 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. Contractor shall meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

Any portion of the submitted proposal which is asserted to be exempt from disclosure under Chapter 119, Florida Statutes, shall be clearly marked "exempt," "confidential," or "trade secret" (as applicable) and shall also contain the statutory basis for such claim on every page. Pages containing trade secret shall be marked "trade secret as defined in Section 812.081, Florida Statutes". Failure to segregate and identify such portions shall constitute a waiver of any claimed exemption and the Agency will provide such records in proposal to public records requests without notifying the proposer. Designating material simply as "proprietary" will not necessarily protect it from disclosure under Chapter 119, F.S. An entire proposal should not be considered trade secret. Proposers who fail to identify trade secret as directed herein acknowledge and agree that they waive any right or cause of action, civil or criminal, against the City, its employees and its representatives, for the release or disclosure of trade secret information not so identified.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Contractors are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any

political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, qualifications, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently $35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Regulations: It shall be the responsibility of Contractor to assure compliance with Federal and State of Florida rules, regulations, ordinances, or other requirements, as each may apply.

Right to Protest: Any actual or prospective responding contractor who is aggrieved in connection with a competitive selection process may protest per the terms of Pinellas Park Administrative Regulation 13.43(L). The protest shall be submitted to the appropriate party in writing within seven (7) calendar days after the proposer knows or should have known of the facts giving rise to the protest.

Scrutinized Companies Lists: Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287 .135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

Sealed Submittals and Envelope Markings: All proposals shall be submitted in a sealed envelope or box. The outside of the envelope shall be clearly marked with proposer's name, return address, RFP number and title, and date and time of opening.

Suspension and Debarment: City of Pinellas Park will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). Contractors agree to comply with the requirements of 2 C.F.R. pt. 180, subpart C, and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Termination by the City: The City reserves the right to terminate a contract by giving a 30-day notice, in writing, of the intention to terminate, if at any time Contractor fails to abide by or fulfill any of the terms and conditions of the contract. The City also reserves the right to terminate the contract for convenience of the City and/or with or without cause by giving a 30-day notice.

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

PROPOSAL CHECKLIST

The following checklist is included to help ensure that you include all the submittals necessary to complete a thorough evaluation of your proposal.

Items are checked if they are required with your proposal or if they must be on file prior to award. Additional documentation may be requested by the City to ensure contract compliance.

✓	DESCRIPTION OF SUBMITTAL	PAGE	SUBMIT WITH PROPOSAL	SUBMIT PRIOR TO AWARD
	Financial Statement	13	✓	
	Letter of Bondability	13	✓	
	DBPR Registration	18	✓	
	E-Verify Registration	19	✓	
	Florida Division of Corporations Registration (Sunbiz)	20	✓	
	Proof of Insurance	20	✓	
	Proposal Cover Sheet	25	✓	
	Firm Information	26	✓	
	Acknowledgement of Addenda	28	✓	
	Disclosure of Relationships	29	✓	
	Scrutinized Companies Disclosure	31	✓	
	Lobbying Certification	32	✓	
	Debarment and Suspension Certification	33	✓	
	Public Entity Crimes Statement	34	✓	
	Indemnification and Hold Harmless Agreement	36	✓	
	W-9		✓	
	Certificate of Insurance			✓
	Payment and Performance Bond			✓
	Maintenance Warranty Bonds			✓

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

RFP 24.001 PROPOSAL COVER SHEET

AMI WATER METERS

ORIGINAL

Badger Meter, Inc.

(Firm Name)

4545 West Brown Deer Road

(Address)

Milwaukee, WI 53223

(City, State, Zip Code)

800 876 3837

(Telephone Number)

proposals@badgermeter.com

(Email Address)

Assistant Secretary and Proposal Lead

(Title of Authorized Officer)

Charla D. Dury

(Print/Type Name of Authorized Officer)

(Signature of Authorized Officer)

April 15, 2024

(Date)

Please complete this form & attach it to the front of your proposal

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

FIRM INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name	Badger Meter, Inc.
Address	4545 W Brown Deer Rd, Milwaukee, WI 53223
Contact Name	Charla D. Dury
Title	Assistant Secretary and Proposal Lead
Phone	800-876-3837
Email	proposals@badgermeter.com

1. How many years has your organization provided these services? 119 Years

2. List any applicable State of Florida Registration Number(s): Unique Entity ID Number: WZCBUQDPMWR3

3. List government agencies and private firm(s) with whom you have completed similar work:

Agency/Firm Name: Jacksonville Energy Authority
Address: 21 W Church St Jacksonville, FL 32202
Contact Name: Brandon Cottrell Title: Manager Water Meter Services
E-Mail: cottbr@jea.com Phone: (904) 382-0281
Services Provided: 450,000 Services (Active), Residential Disc Meters with Orion Cellular. E-Series Ultrasonic Meters with cellular for commercial 3" and larger
Dates of Service: 2019- Current

Agency/Firm Name: Pinellas County, FL
Address: 400 South Ft. Harrison Sixth Floor Clearwater, FL 33756
Contact Name: Joan Luttmann Title: Technical Services Manager, Utilities Department
E-Mail: jluttmann@pinellas.gov Phone: (727)-464-
Services Provided: 125,000 Services (Active), Residential Disc Meters with Orion Cellular. E-Series Ultrasonic Meters with cellular for commercial 3" and larger
Dates of Service: 2022- Current

Agency/Firm Name: City of Ocala, FL

Address: 3800 Gardenia Avenue Orlando, FL 32839

Contact Name: Stacey Ferrante **Title:** Manager, Water Resources Infrastructure Maint Eng neering and Water Resources

E-Mail: sferrante@ocalafl.gov **Phone:** (352)-572-0484

Services Provided: 35,000 Services (Completed), E-Series with Orion Cellular for All Meters

Dates of Service: 2019- Current

Agency/Firm Name: Orlando Utilities Commission

Address: 3800 Gardenia Avenue Orlando, FL 32839

Contact Name: Charlie Wright **Title:** Manager, Meter & Field Operations – Water

E-Mail: Charles_Wright@ouc.com **Phone:** (407)-383-7784

Services Provided: 175,000 Services (Active), Disc Meters with Orion Cellular.

Dates of Service: 2017-Current

4. **List all ligation cases during the past three (3) years in which the Contractor has been a named party. Use additional sheets as necessary.**

Year filed	Case number	Venue	Description

Badger Meter is a publicly traded company regulated by the U.S. Securities and Exchange Commission and audited by an outside independent auditor. Our most recent quarterly Form 10-Q disclosure filing with the SEC, states the following about contingencies and litigation: "In the normal course of business, the Company is named in legal proceedings. There are currently no material legal proceedings pending with respect to the Company." This statement is still accurate to the date of the filing. More information is available upon request.

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

ACKNOWLEDGEMENT OF ADDENDA

Addenda may be issued to this solicitation, any such addendum will be posted on **Demandstar.com**. It is the proposer's responsibility to periodically check the website for any addendum which may have been issued. The Addendum Acknowledgement must be submitted with the proposal.

Addendum No. 1 Signature L.S.

Addendum No. 2 Signature L.S.

Addendum No. 3 Signature L.S.

Addendum No. 4 Signature L.S.

Addendum No. 5 Signature L.S.

Addendum No. 6 Signature L.S.

Addendum No. 7 Signature L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

DISCLOSURE OF RELATIONSHIPS

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement **MUST** be submitted in response to RFP 24.001.

2. This sworn statement is submitted by: Badger Meter, Inc.

(Name of entity submitting Statement) whose business address is:

4545 W Brown Deer Rd, Milwaukee, WI 53223

and its Federal Employer Identification Number (FEIN) is 39-0143280

My name is Charla D. Dury
(Please print name of individual signing)

and my relationship to the entity named above is Assistant Secretary and Proposal Lead

4. I understand that an "affiliate" as defined means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a City employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister- in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

__x__ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships with any City employee.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a City employee:

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Name of Affiliate	Name of Employee	Relationship or entity

(Signature)

April 15, 2024

(Date)

STATE OF Wisconsin

COUNTY OF Milwaukee

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☒ online notarization, this fifteenth day of April 2024,

by Charla D. Dury
(Authorized Officer Name).

(Signature of Notary Public - State of ~~Florida~~ Wisconsin)

Dakota M. Collofello
(Print, Type, or Stamp Commissioned Name of Notary Public)

My commission expires 11-20-2027

☒ who is personally known to me or

☐ who has produced _____ as identification.

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of proposer as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Charla D. Dury

Authorized Officer Name

Assistant Secretary and Proposal Lead

Title of Authorized Officer

Authorized Officer Signature

April 15, 2024

Date

CERTIFICATION REGARDING LOBBYING

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Badger Meter, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Charla D. Dury
Authorized Officer Name

Assistant Secretary and Proposal Lead
Title of Authorized Officer

Authorized Officer Signature

April 15, 2024
Date

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

(1) Contractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Charla D. Dury

Authorized Officer Name

Assistant Secretary and Proposal Lead

Title of Authorized Officer

Authorized Officer Signature

April 15, 2024

Date

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the City of Pinellas Park

by Charla D. Dury
(print individual's name and title)

for Badger Meter, Inc.
(print name of entity submitted sworn statement)

whose business address is:
4545 W Brown Deer Rd, Milwaukee, WI 53223

and (if applicable) its Federal Employer Identification Number (FEIN) is 39-0143280

(If the entity has not FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contract for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person"

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies)

x
_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

STATE OF Wisconsin

COUNTY OF Milwaukee

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 15 day of April, 2024, by Charla D. Dury
(Name of person acknowledging)

Who is personally known to me or who has produced _____
(Type of Identification)
as identification.

NOTARY PUBLIC Dakota M Collofello

MY COMMISSION EXPIRES 11/20/2027

DAKOTA M. COLLOFELLO NOTARY PUBLIC STATE OF WISCONSIN

(NOTARY SEAL)

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

By this agreement, Badger Meter, Inc. hereinafter "Contractor," agrees, for a specific consideration, the receipt and sufficiency of which are hereby acknowledged, to indemnify, hold harmless, and/or defend the City of Pinellas Park, its agents and employees, from any and all claims, demands, suits, and actions, including attorney's fees and all costs and expenses of litigation and judgments of every kind brought against the City of Pinellas Park or its agents or employees, as a result of loss, damage, or injury to any person(s) or property occasioned wholly or in part by any act, or failure to act on the part of the Contractor, its agents, servants, or employees. Contractor shall be responsible to the City of Pinellas Park for any damages caused by the Contractor's negligence, wrongdoing, misconduct, want or need of skill, default or breach of contract, guarantee, or warranty in the performance of **RFP 24.001 – AMI Water Meters.**

Under no circumstances shall any of the provisions of this agreement be deemed to waive the requirements and limitations of Florida Statute §768.28, as such applies to the City of Pinellas Park, Florida, a Florida municipal corporation.

Charla D. Dury
Authorized Officer Name

Assistant Secretary and Proposal Lead
Title of Authorized Officer

Authorized Officer Signature

April 15, 2024
Date

CERTIFICATION OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS
FLORIDA STATUTE §787.06(13)

Vendor Name: Badger Meter, Inc

Vendor FEIN: 39-0143280

Address: 4545 W. Brown Deer Road

City: Milwaukee **State:** WI **Zip:** 53224

Phone Number: (800) 876-3837

Email Address: proposals@badgermeter.com

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity named below ("Entity"), hereby attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

As the officer or representative of the company, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

The undersigned is authorized to execute this affidavit on behalf of Entity. Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Authorized Vendor's Signature

Rachel J. Meyer
Print Authorized Vendor's Name

Assistant Secretary and Proposal Lead
Print Authorized Vendor's Title

STATE OF Wisconsin

COUNTY OF Milwaukee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or

☐ online notarization, this 20th day of November 2024,

By Rachel J. Meyer .

(Name of person acknowledging)

Who is personally known to me or who has produced _____ as identification.

(Type of identification)

NOTARY PUBLIC Kimberly A. Ellingson

MY COMMISSION EXPIRES March 14, 2027

KIMBERLY A ELLINGSON NOTARY PUBLIC STATE OF WISCONSIN **(NOTARY SEAL)**

Proposals must be in sealed packaging, unsealed proposals may be opened and discarded.

Include the name of the company submitting the proposal where requested.

To identify your submission as a "Sealed Proposal," cut along the border and affix this label to your sealed envelope.

SEALED PROPOSAL • DO NOT OPEN

SOLICITATION NO.: **RFP 24.001**
SOLICITATION TITLE: **AMI WATER METERS**
SUBMISSION DUE: **10:00 A.M. EST on Wednesday, 17 April 2024**

SUBMITTED BY: _____
(Name of Company)

DELIVER TO:

City of Pinellas Park
Purchasing Division
8000 60th St. N.
Pinellas Park, FL 33781

Addenda may be issued to this solicitation; any such addendum will be posted on Demandstar.com. It is the proposer's responsibility to periodically check the website for any addendum which may have been issued. The Addendum Acknowledgement must be submitted with the proposal.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS UNDER 2 CFR PART 200

In addition to other provisions required by the Federal agency or non–Federal entity, the Parties Agreement includes the following provisions, as applicable.

A. Copeland "Anti-Kickback Act" (18 U.S.C. § 874, 40 U.S.C. § 3145)

1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment.

B. Federal Water Pollution Control Act (33 U.S.C. 1251 et seq)

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

C. Procurement of Recovered Materials

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   a. Competitively within a timeframe providing for compliance with the contract performance schedule;
   b. Meeting contract performance requirements; or
   c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

D. Prohibition on certain telecommunications and video surveillance services or equipment.

1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
   a. Procure or obtain;
   b. Extend or renew a contract to procure or obtain; or
   c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a

substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
3. Telecommunications or video surveillance services provided by such entities or using such equipment.
   Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country

E. Domestic Preference for Procurements

1. As appropriate and to the extent consistent with law, the non–Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
2. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
3. Contractors and subcontractors must adhere to the Buy America Act, as required by law for federally funded projects, requiring that a product be manufactured in the U.S. of more than 50 percent U.S. parts to be considered Made in USA for government procurement purposes, as required by law. For more information, review the Buy American Act at 41 U.S.C. §§ 10a-10c, the Federal Acquisition Regulations at 48 C.F.R. Part 25, and the Trade Agreements Act at 19 U.S.C. §§ 2501-2582.

F. DHS Seal, Logos, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

G. No Obligation by the Federal Government

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

H. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and

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Statements) applies to the Contractor's actions pertaining to this contract.

I. **License and Delivery of Works Subject to Copyright and Data Rights**

The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

J. **Access to Records:**

The following access to records requirements apply to the Contracting Firm, which includes its successors, transferees, assignees, and subcontractors:

1. The Contracting Firm agrees to provide the Department of Economic Opportunity, Housing and Urban Development, Department of Justice, Department of Transportation, Florida Department of Environmental Protection, Florida Department of Agriculture and Consumer Services, Florida Department of State, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records which are directly pertinent to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions;

2. The Contracting Firm agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; and

3. Contracting Firm agrees to provide the Department of Economic Opportunity, Housing and Urban Development, Department of Justice, Department of Transportation, Florida Department of Environmental Protection, Florida Department of Agriculture and Consumer Services, Florida Department of State, FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this agreement.

4. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Contractor acknowledges and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

K. **Minority/Women's/Labor Surplus Firms Participation:**

The City of Pinellas Park, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises, and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

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

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
4. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
5. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

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CONSTRUCTION CONTRACT
GENERAL TERMS AND CONDITIONS
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DEFINITIONS AND TERMS

The terms used in these specifications are defined as follows:

OWNER:	CITY OF PINELLAS PARK PINELLAS COUNTY, FLORIDA
CONTRACTOR:	The person, firm, or corporation with whom this Contract is executed by the Owner.
DESIGNEE:	The City Manager of the City of Pinellas Park or the person so designated in writing.
SUBCONTRACTOR:	Any person, firm, or corporation other than the Contractor supplying material, equipment, supplies, or labor for work at the site of the project. Such person or firm has contractual relations with the Contractor, but not with the City.
SURETY:	Any person, firm, or corporation that has executed the Contractor's performance bond securing the performance of this Contract.
SCOPE OF WORK:	The detailed written description of the work as set forth in Attachment A.
PROJECT:	The entire service to be performed as set forth in the Contract Documents.
NOTICES & CLAIMS:	A notice is defined to be information rendered by either party to the other upon a condition becoming known, pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and any and all other forms of notices or claims by the contractor to the City Manager must be in writing and promptly presented. If none is so made, it is irrefutably presumed not to have been given by the Contractor to the City Manager.
OWNER'S ADDRESS FOR NOTICES:	City of Pinellas Park Purchasing Division P.O. Box 1100 Pinellas Park, FL 33780-1100

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ANTI-DISCRIMINATION

Contractor, for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenants and agrees that:

(a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

(b) No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

ANTITRUST VIOLATIONS: DENIAL OR REVOCATION UNDER SECTION 287.137, FLORIDA STATUTES

Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

APPRENTICES

In the event Contractor employs apprentices, the parties acknowledge that Florida Statute Chapter 446 shall apply.

APPROVAL OF SUBCONTRACTS

The Contractor shall, as soon as practicable after the signing of the Contract and prior to the preconstruction conference, notify the Designee in writing of the names of subcontractors proposed for the work and shall not employ any that have not been approved by the Designee and/or the Owner in writing.

The Contractor agrees that he is fully responsible to the Owner for the acts and omissions of his subcontractors, suppliers, materialmen, laborers, equipment providers, etc., of persons either directly or indirectly employed, used, authorized, or utilized by the Contractor, Subcontractors, materialmen, laborers, suppliers, equipment providers, etc. Nothing contained in the Contract documents shall create any contractual relation between any subcontractor, materialmen, laborers, suppliers, equipment providers, etc. (and any person/entity either directly or indirectly employed, authorized, utilized, or used by any of them) and the Owner.

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AUTHORITY AND DUTY OF THE CITY DESIGNEE

(a) Authority of the Designee

The work shall be always subject to the review of the Designee, or his authorized representative. The Designee shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, areas of work, maintenance of schedules, interpretation of drawings and specifications, and the acceptable fulfillment of the Contract on the part of the Contractor.

In case of differences between the drawings and specifications, the Designee shall determine whether the specifications or the drawings represent the intent of the Contract, and such determinations shall be communicated to the Contractor in writing. All claims of the Contractor shall be presented in writing to the Designee for decision. The Designee's written decision shall be available within a reasonable time, not to exceed five (5) days. All decisions of the Designee shall be final. See definition of Notice.

(b) Inspection and Examination of the Work

The Designee and his authorized representative shall have free access to the project at any time for purposes of inspection, and shall be furnished by the Contractor with facilities to determine, as best as can reasonably be done under the circumstances, the work performed and the nature of same. Such assistance of the Contractor shall, if necessary, include the uncovering, testing, or removal of portions of finished work.

Duly authorized inspectors, who shall perform their duties periodically on the project, may be assigned to all or any part thereof, at any time. The number of inspectors will be at the discretion of the Designee. The presence or absence of an inspector shall in no way lessen the responsibility of the Contractor to perform properly the Contractor's duties to the Owner under these Contract documents. In case any dispute arises between the Contractor and an inspector as to materials furnished or the manner and method of performing the work, the inspector shall have authority to reject materials or work until the question at issue can be referred to and decided by the Designee. An inspector is not authorized to revoke, alter, enlarge, relax, release, or amend any of the specifications or requirements thereof, nor to issue any instructions on, nor to approve or accept any portion of the work, materials, or equipment which are contrary to the drawings and specifications nor are any of his actions, authorized or unauthorized, to be so construed.

All materials shall be subject to inspection, examination, and test by the Designee at any time, including and during manufacture and at all places where such manufacture is being carried on. The right is reserved to reject defective materials during manufacture, before and/or after they have been incorporated into the work. If the Contractor fails to replace defective work or rejected materials, the Owner, after reasonable notice determined by the Designee, may replace such materials or correct such defective work and charge the cost thereof to the Contractor, or may terminate the right of the Contractor to proceed as noted in these General Conditions.

Since no inspection, either final or interim, can be complete within itself, no final inspection, acceptance of work, material, or equipment, or final or interim acceptance of same by the Owner or the Designee, or Certificate of Engineer shall relieve the obligation of the Contractor to the Owner to do the work in a good, workmanlike manner and to furnish proper, specified equipment and materials, and to perform properly all and any obligations and duties to the Owner under the terms of the Contract Documents.

CHANGES

(a) Compliance with Specifications and Drawings

The terms of this Contract, including all specifications, drawings and other Contract Documents, shall be strictly followed by the Contractor unless they are modified in writing by the Owner or the Designee in accordance with these provisions.

(b) Changes in the Work

The Owner or the Designee, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. Upon mutual agreement from the Contractor, all such work shall be executed under the conditions of the original Contract, except that any claim for extensions of time caused thereby shall be adjusted at the time of ordering such changes.

The value of any such extra work or change shall be determined in one or more of the following ways: (a) Contract unit prices, (b) by an agreed lump sum price, or (c) the actual cost of:

1. Labor, including foremen,
2. Materials entering permanently into the work,
3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work,
4. Power and consumable supplies for the operation of power equipment,
5. Insurance and Social Security, old age and employment contributions, and
6. 15% overhead and profit.

As a result of the preceding requirements, a written Change Order will be prepared by the Designee in a form to be approved by the Public Works Administrator. Such Change Order will be provided to Contractor for review. The Change Order will be affective subject to mutual agreement to the change in work described in the Change Order by the Contractor.

It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the work or change in the Contract Price, and the amount of the applicable bonds shall be adjusted accordingly, unless otherwise provided for in the bond. The Contractor will furnish proof of such adjustment to the Owner.

CLAIMS AND DAMAGES

(a) Requirement for Notice

Any requirement of the Contract Documents (or) for notice, approval, decision, or direction by the Designee, shall be a condition precedent to be complied with by the Contractor in writing before any claim for extra compensation can be made. See definition of "Notice."

(b) Claims for Extra Cost

If the Contractor claims that any instructions in writing or by drawings or otherwise involve extra cost under this Contract, he shall give the Designee written notice within a reasonable time after the receipt of such instructions, before proceeding to execute the work, except in emergency endangering life or property. A decision by the Designee will then be made as specified in The Authority and Duty of the City Designee. If this decision requires a change order, the procedure shall be as provided for in Changes in the Work and no claim shall be valid unless so made.

(c) Claims for Damages

Any claim for damages by the Contractor against the Owner arising under this Contract shall be made in writing within thirty (30) days of the first observance of such damage, except as expressly

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stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement validated by change order. Any claim not reported within thirty (30) days shall be considered invalid.

(d) Liquidated Damages

If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time specified in Attachment A (Scope of Work), as may be modified by any subsequent amendment or change order to this Agreement, or any extension thereof, or fails to complete said work within such time stated in Attachment A, the Owner may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work on which there has been delay. In such event, the Owner may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event, the actual damages for the delay will be impossible to determine, and, in lieu thereof, the Contractor shall pay to the Owner the sum of Five Hundred Dollars ($500) as fixed, agreed, and liquidated damages for each calendar day of the delay until the work is finally accepted by the Owner, and the Contractor and his Sureties shall be liable for the amount thereof.

CLEAN UP

Subject to the Scope of Work, the Contractor shall keep the construction site free of rubbish and waste materials and shall restore to their original condition those portions of the site disrupted by the construction. Clean up and restoration shall be accomplished on a continuing basis throughout the contract period and in such manner as to maintain a minimum of nuisance and interference to the Owner, residents, and workers at or adjacent to the project site. The Contractor shall remove all temporary structures and equipment once they are no longer needed. It is the intent of this specification that the construction areas and those other areas not designated for alteration by the Contract Documents shall be kept clean and free of construction debris on a continuous basis and restored to their original condition as nearly as possible.

COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall perform all the work required under this Agreement in accordance with applicable federal, state, and local statutes, ordinances, rules, and regulations, whether or not expressly set forth in the Contract Documents. The Contractor shall maintain all required State and local licenses that are required to perform the work and supply the equipment under this Contract, including registration with "Sunbiz.org" as required by applicable Florida law. The required licenses shall remain valid during the entire term of this Contract. The Contractor shall provide the City with a copy of all required licenses upon request.

CONFLICTS OF INTEREST

The Contractor shall be required to disclose prior to signing a Contract with the City the name of any officer, director, employee, or agent who may be employed by the City or otherwise affiliated with the City. The Contractor shall disclose the name of any City official or employee who owns, directly or indirectly, any interest in the Contractor's company or any affiliated business entity. Any additional conflicts of interest that may occur during the term of the Contract must be disclosed to the City immediately upon discovery of the conflict or potential conflict.

DELAYS AND EXTENSION OF TIME

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or his employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, fire, lockouts, unusual delays in transportation, unavoidable casualties or by delay authorized by the Designee pending arbitration, or by any cause which the Designee shall decide justifies the delay, then the time of completion may be reasonably extended by the Owner in writing signed by Owner. No extension shall be made for delay unless notice of a claim is made by the Contractor in writing to the Designee within seven (7) business days of the event or incident causing the delay, and as otherwise provided by the definition of Notice.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay shall be allowed on account of failure to furnish drawings until two weeks after demand in writing for such drawings, and not then unless such claim be reasonable and as otherwise provided by the definition of Notice.

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents. In the event of any conflict between the terms or conditions of the Construction Contract and the terms or provisions of these General Conditions, then the Construction Contract shall control.

DISCRIMINATORY VENDOR LIST

Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM

Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a Contractor based on social, political or ideological interests such as:

(a) The Contractor's political opinions, speech, or affiliations;

(b) The Contractor's religious beliefs, religious exercise, or religious affiliations;

(c) The Contractor's lawful ownership of a firearm;

(d) The Contractor's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;

(e) The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;

(f) The Contractor's support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking;

(g) The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph;

(h) The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the

following as long as such Contractor is compliant with applicable state or federal law:

1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures;
2. Social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice;
3. Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or
4. Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

Contractors are also prohibited from giving preference to subcontractors based on the above referenced factors. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

E-VERIFY

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (OHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (5)(c)1, and the City's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The City reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the City develop a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

EXISTING UTILITIES

Representation of utilities are shown from information received from the various utility owners. The locations or elevations of utilities are not represented to be exact and are shown for the convenience of the Contractor. The Contractor shall contact the utility owner concerned for any additional information and coordinate his construction activities accordingly. Any cost incurred for the protection of and/or damages to existing utilities will be considered as part of the applicable Contract price, and no additional compensation will be paid to the Contractor. If in the judgment of the Designee, it is impossible to construct a given improvement in the location shown on the drawings, as a result of a utility conflict, either the utility owner will move the utility or an appropriate change order for an alternative solution will be executed. The following is a list of known utilities and their owners:

Cable, Telephone & Fiber	Charter Spectrum
Electric Towers, Poles, Power Lines	Duke Energy (Progress Energy Corp)
Fiber, Conduit & Signal Cable	Pinellas County Highway/Engineering
Gas Mains	TECO/Peoples Gas Co./Clearwater Gas
Telephone Poles, Lines & Cables	Frontier Communications

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Water Mains, Sewer & Reclaim Lines	City of Pinellas Park, City of St. Petersburg & Pinellas County, Pinellas Park Water Mgmt. District

FAIR LABOR STANDARDS ACT AND MINIMUM WAGE

It shall be the Contractor's responsibility to conform to all provisions of federal, state, municipal and local laws including but not limited to the Fair Labor Standards Act and Minimum Wage requirements, rules, laws, and/or regulations.

FOREIGN GIFTS AND CONTRACTS

The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 286.101 (7)(c), Florida Statutes: "In addition to any fine assessed under [§ 286.101 (7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.

INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

The Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of this Contract shall be considered a material breach and shall be grounds for immediate termination of the Contract.

INSPECTION

(a) Inspection

Each step of construction is subject to approval by the Designee prior to proceeding with a subsequent step; however, this shall not relieve the Contractor of the responsibility for delivering to the City a project completed in conformance with the plans and specifications and guaranteed as elsewhere stipulated.

(b) Weather

Each time, in the opinion of the Designee, inclement weather prevents the Contractor from

proceeding with the work for more than one-half (1/2) day, the Owner may add one (1) calendar day to the number of days allowed for completion.

(c) Work Days
The work shall be discontinued Saturdays, Sundays, and all legal and/or City-designated holidays, except for special operations that may be necessary to maintain, check, or protect work already performed.

INSURANCE REQUIREMENTS

Please provide proof of insurance evidencing the ability to provide the required insurance, the cost of all insurance shall be included in the response.

The Contractor shall not commence work under this Contract until all insurance required has been obtained and such insurance has been approved by Risk Management Division, the Contractor allow any subcontractor to commence any subcontract until similar insurance required of the subcontractor has been so obtained and approved.

Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premium or assessments for any deductibles; all are the sole responsibility of the Contractor.

The Contractor's insurance coverage shall be primary for operations under this contract. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. The Contractor's and Consultant's policy clause "Other Insurance" shall not apply to any insurance currently held by the City of Pinellas Park, to any such future coverage, or to the City's Self-Insurance Retentions of whatever nature.

The term "City of Pinellas Park" shall include all Authorities, Boards, Bureaus, Commissions, and individual members; Divisions, Departments, and Offices of the City; the Mayor, Vice Mayor and Councilmen; and employees thereof in their official capacities and/or while acting on behalf of the City.

The insurance required shall provide protection for the Contractor, Consultant, and subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations are by the insured or by anyone directly or indirectly employed by the Contractor or Consultant, and also against any of the special hazards which may be encountered in the performance of this Contract.

LIMITS OF INSURANCE

General Liability

Type - Commercial General Liability (CGL), Occurrence Basis

Limits - $2,000,000 General Aggregate
- $1,000,000 Products Completed/Operations Aggregate
- $1,000,000 Personal and Advertising Injury
- $1,000,000 Combined Single Limit
- $2,000,000 Each Occurrence

Automobile Liability

Type - Any Auto, Hired autos, and Non-Owned Autos

Limits - $1,000,000 Combined Single Limit

Workers' Compensation

Type - Workers' Compensation and Employer's Liability or Work Comp. Exemption Certificate

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies, Inc. 1200 North Mayfair Road, Suite 100 Milwaukee, WI 53226	1-414-443-0000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
		INSURER(S) AFFORDING COVERAGE — NAIC #
		INSURER A: PHOENIX INS CO — 25623
INSURED Badger Meter, Inc. 4545 West Brown Deer Road Milwaukee, WI 53223 USA		INSURER B: TRAVELERS PROP CAS CO OF AMER — 25674 INSURER C: CONTINENTAL INS CO — 35289 INSURER D: ACCIDENT FUND INS CO OF AMER — 10166 INSURER E: COALITION, INC. — INSURER F: —

COVERAGES **CERTIFICATE NUMBER:** 751513659 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER	X		Y660 268J2023	01/01/24	01/01/25	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 4,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA 2L694073	01/01/24	01/01/25	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000			6076540927	01/01/24	01/01/25	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UH WCP 100074452 02	01/01/24	01/01/25	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Cyber/Tech E&O(Prof Liab)			C-4LWN-137183-CYBER-2024	01/01/24	01/01/25	Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Pinellas Park (Owner) is additional insured on the General Liability policy as respects to RFP 24.001 AMI Water Meters where required by written contract. The General Liability policy is primary and non-contributory when required by written contract.

CERTIFICATE HOLDER

City of Pinellas Park

5141 78th Avenue N.

Pinellas Park, FL 33781 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Limits - Statutory, Workers' Compensation
- $100,000 Each Accident
- $500,000 Disease – Policy
- $100,000 Disease – Each Employee

Professional Liability Insurance

Limits - $1,000,000 per occurrence
- $2,000,000 aggregate combined single limit
- $5,000 maximum deductible per claim

Cyber Risk Liability (Network Security/Privacy Liability)

Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits Each Occurrence $ 5,000,000
General Aggregate $ 5,000,000

Excess or Umbrella Liability

When used to reach minimum limits shown for General Liability and Automobile Liability, the primary (underlying) policy limits shall be no less than $500,000. The primary policy and any excess or umbrella policies shall be with the same insurance carrier. The coverage shall not be more restrictive than the primary policy coverages, including but not limited to coverage trigger, defense, notice of occurrence/accident/circumstances, and notice of claim and extended reporting period.

The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida.

The insurance carriers shall supply Certificates of Insurance evidencing such coverage to the City of Pinellas Park Risk Management Department prior to the execution of this agreement.

The selected vendor shall send a 30-day written notice to the City of Pinellas Park Risk Management Division of its intent to cancel or terminate.

NOTICE TO PROCEED

When the Contract is executed by the Owner, it shall be forwarded to the Contractor together with notice from the Designee to commence work. The Notice to Proceed will include the time for completion. The Contractor shall begin construction operations within ten (10) days after the date of such notice and following a preconstruction conference. The contract time shall begin ten (10) days after the date of the Notice to Proceed.

PAYMENTS TO THE CONTRACTOR

(a) Monthly Payments to the Contractor

The Contractor shall plan work for construction based on the provisions of the Contract. The Contractor will, make an approximate estimate, in writing on a form (Application and Certificate for

Payment) approved by the Designee, of the proportionate value of the work done, items and locations of the work performed. The Designee will then review said estimate and make necessary revisions so that the estimate can receive his approval. The Contractor shall invoice and be paid by the Owner in accordance with Section 10 (Project Invoicing Procedure) of the SOW attached as Attachment A.

(b) Correction of Work Before Final Payment

The Contractor shall promptly remove from the premises all material condemned by the Designee as failing to conform to the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accord with the Contract and without expense to the Owner, and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the contractor does not pay the expense of such removal within ten (10) days thereafter, the Owner may, upon ten (10) days written notice, sell such materials at auction thereof, deduct all the cost and expenses that should have been borne by the Contractor, storage fees and other costs from payment, if any, to the Contractor.

(c) Liens

Neither the final payment shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract or receipts in full in lieu thereof and, in addition thereto in either case, an affidavit that, so far as he has knowledge or information, the release and receipts include all the labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Designee to indemnify the Owner against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all money payments that the Owner may pay in discharging such a lien, including all costs, interest and a reasonable attorney's fee.

(d) Final Inspection

When the Contractor has completed work in compliance with the terms of the Contract Documents, he shall notify the Designee in writing that the project is ready for final inspection. Pursuant to Attachment 1 (Scope of Work), installation acceptance will by completed pursuant to Sections 6.4.5 and 6.5.10 as the project is being deployed. Prior to Final Acceptance of the Project, as described in Section (e) below, the Designee may perform final inspection on any installations that have not been previously accepted pursuant to the installation acceptance process within Attachment 1 as well as final inspection on any remaining accounts designated as UIR that have not moved to an RTU designation.

(e) Final Acceptance

When the Designee shall certify completion of the final inspection to the Owner, the Contractor may make request for final payment. With the request for final payment, the Contractor shall furnish evidence, satisfactory to the Owner's legal advisors, that the Contractor has fully paid all debts for labor, materials, and equipment incurred in connection with the work. The Contractor must provide all evidence required by the Contract to assure the Owner of complete compliance with all terms of the Contract. When the Owner has satisfaction as to compliance with the terms of the Contract and has received certification of final inspection, Owner will notify the Contractor of final acceptance by

the Owner.

(f) Final Payment

When final acceptance has been made by the Owner, the Designee will then review the amount of final request for payment and certify the amount of this approval. The Owner will then make final payment of the Contract amount, plus all approved additions, less approved deductions and previous payments made.

The Contract will be considered complete when all work has been finished, the project finally accepted in writing by the Owner, and final payment approved by the Owner.

(g) Completion of Contract

The Contract will be considered complete when all work has been finished, the final inspection certified by the Engineer, the project finally accepted in writing by the Owner, and final payment approved by the Owner.

PERFORMANCE/DAMAGES

Subject to the Scope of Work, Contractor shall carry out the work with such care and methods as not to result in damage to public or private property. Should any public or private property be damaged or destroyed, Contractor, at its expense shall repair or make restoration as is practical and acceptable to the City and/or designee and the Owners of destroyed or damaged property within a reasonable period of time not to exceed thirty (30) days from the date of damage.

Contractor will be responsible for performing the work necessary to meet City standards in a safe, neat, and good workman like manner, using only generally accepted methods in carrying out the work, and complying with all City of Pinellas Park ordinances and codes and federal and state laws relating to such work.

PRECONSTRUCTION CONFERENCE

Prior to starting the work, a preconstruction conference will be held to review the work schedules, to establish procedures for handling drawings and other submissions, for processing Periodic Pay Estimates, and such other matters as may be pertinent to the Project.

PROGRESS, REPORTS, AND CONTROL OF THE WORK

The Contractor must submit a proposed schedule of the work at the preconstruction conference. The proposed schedule shall be submitted in an Owner approved electronic file format, and shall include a schedule and charts of work to be performed. The purpose of this schedule is to enable the Owner and the Designee to govern the work, to protect the functions of the City and its citizens, and to aid in providing appropriate supervision.

PROHIBITED TELECOMMUNICATIONS EQUIPMENT

Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. By executing this Agreement, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Agreement. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 48 CFR § 52.204-25(d)(2) to City.

PROHIBITION ON GRATUITIES AND KICKBACKS

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or any solicitation or proposal thereof. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor or any person associated therewith, as an inducement of the award of a subcontract or order. The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore. The Contractor hereby certifies that prices the city agreed to are fair and proper and are not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Contractor or any other parties and interest.

PROSECUTION OF WORK

The work shall be executed at such time and in or on such part or parts of the project with such forces of workers, materials, and equipment as may be ordered by the Designee, in writing, to complete the project as contemplated in the drawings, specifications, contract, and schedules, including such detailed drawings as may be furnished by the Designee from time to time during the prosecution of the work in explanation of said drawings. If, at any time, the materials and appliances to be used appear to the Designee as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase his efficiency or to improve the character of his work, and the Contractor shall conform to such an order, but the failure of the Designee to demand any increase of such efficiency of any improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress necessary to complete the work within the limits imposed by the Contract. The Contractor shall perform the work and take such precautions as he may deem necessary to complete the project so all work will be in first class and acceptable condition within the Contract time according to the schedule.

If the Contractor desires to carry on work at night or outside the regular hours, he shall submit application to the Designee, but he shall allow ample time to enable satisfactory arrangements to be made for inspecting the work in progress. The Designee may grant permission unless local regulations prohibit such work. If granted permission, the Contractor shall comply with all regulations and legal requirements.

RIGHTS AND RESPONSIBILITIES OF THE CONTRACTOR

(a) Contractor's Representative
The Contractor shall keep a Designee-approved superintendent and any necessary assistants present at the work site throughout the project. The Contractor shall provide efficient supervision to the work, using their best skill and attention.

(b) Contractor's Understanding
The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with and will adhere to same.

(c) Quality of Material, Equipment, or Work
When any material or equipment not conforming to the requirements of the specifications and

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drawings has been delivered to the Project or incorporated in the work of the Project, or whenever any work performed is of inferior quality, then such material, equipment, or work shall be considered defective and shall be removed and replaced, or made satisfactory to the Owner or the Designee, at no cost to the Owner.

(d) Permits, Licenses, And Regulations

City of Pinellas Park permits necessary for the prosecution of the work shall be paid for by the City. Contractor shall secure all permits necessary for the prosecution of the work not previously secured by or upon behalf of the City. The Contractor will be responsible for all licenses required to perform necessary work. Easements for permanent structures or utilities shall be secured and paid for by the Owner. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designee in writing and any necessary change shall be adjusted as provided in the Contract under Changes in the Work. If the Contractor performs any work contrary to such law, ordinances, rules, and regulations and does not comply with the aforesaid procedure, he shall bear all cost incident to such violation.

(e) Protection of Work, Persons, and Property

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all property from injury or loss arising in connection with the Contract. He shall adequately protect adjacent property as provided by law and the Contract documents.

Subject to the Scope of Work, in case of failure on the part of the Contractor to promptly restore damaged property or make good such damage or injury, the Owner may, after seven (7) calendar days notice in writing to the Contractor, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due, or which may become due, the Contractor under this Contract.

(f) Scope of the Contractor's Service

Subject to the Scope of Work, the Contractor shall provide and pay for all bonds, insurance, materials, labor, tools, equipment, electrical power, water, transportation, and other facilities necessary for the execution and completion of the work. In the event the Contractor shall fail at any time to pay for any of the above, the Owner may, at his option, pay for same and charge same to the Contractor.

(g) Responsibility for the Work

Prior to the completion of all the work by the Contractor and the acceptance thereof by the Owner, the work shall remain the responsibility of the Contractor, and said Contractor shall be required to repair, replace, renew, and make good at his own expense all damages caused by force, or violence of the elements, or any cause whatsoever, provided, however, that in such cases the Contractor shall be entitled to a reasonable extension of time within which to complete said work. If the cause of the delay shall be due to the negligence, fault, or omission of the Contractor, the Contractor shall not be entitled to the extension of time mentioned above.

(h) Contractor's Right to Terminate Contract

If the work should be stopped for a period of three (3) months, under an order of any court, or public authority, other than by the Owner, through no act or fault of the Contractor or of anyone employed by the Contractor, the Contractor may, upon thirty (30) days written notice to the Owner, terminate his contract and recover from the Owner payment for all work executed and

any expense sustained, plus a reasonable profit and damages not to exceed five percent (5%) over cost incurred.

(i) Removal of Equipment

In the case of annulment of this Contract before completion from any cause except as stated above in Contractor's Right to Terminate Contract, the Contractor, if notified to do so by the Owner, shall promptly remove any or all its equipment and supplies at his own expense.

(j) Traffic Control

The Contractor shall be responsible for the proper maintenance, control, and detour of traffic in the area of construction, during construction. All traffic control and maintenance procedures for streets open to the public shall be in accordance with the requirements of the Manual of Uniform Traffic Control Devices (MUTCD) as published by the United States Department of Transportation. Appropriate work-zone traffic control devices shall be used for construction activities within City rights-of-way. All traffic control devices shall be designed, placed, operated, and maintained according to MUTCD Standards. When work ceases or is interrupted during non-working hours, such as at night or on weekends or holidays, inappropriate signs shall be removed or covered. Contractor shall inspect and maintain work zone traffic control devices on a regular basis. This work shall also be performed during non-working hours such as at night, on weekends and on holidays. It shall be the Contractor's responsibility to determine these requirements prior to submitting a response so the response reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper maintenance, control, detour, and protection of traffic.

RIGHTS AND RESPONSIBILITIES OF THE OWNER

(a) Surveys and Lands for Work

Pursuant to the Scope of Work, the Owner shall provide the lands upon which the work under this Contract is to be done. The Owner shall furnish all survey data available for this project.

(b) Use of Completed Portions

The Owner shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work, even if possessed or used by Owner, not completed in accordance with the Contract Documents.

(c) The Owner's Right to Do Work

If the Contractor should neglect to prosecute the work that is included as part of the Scope of Work properly or fail to perform any provision of this Contract, the Owner, after seven (7) days written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies, and may deduct the cost thereof from the payment then or thereafter due the Contractor.

(d) Defective Materials and Work

All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials whether in place or not, shall be rejected and condemned and shall be immediately removed from the work, unless otherwise permitted. No material, which has been rejected, the defects of which have been corrected or removed, shall be used until written approval has been given by the Designee. All work, which has been rejected or condemned, shall be remedied or, if deemed necessary, shall be removed or replaced in an acceptable manner by the Contractor at his own expense. Should the Contractor fail to remove

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rejected materials, or fail or refuse to remedy or replace defective work, the Designee may withhold all payments, which are due or will become due, and suspend the work until such orders are complied with.

(e) No Waiver of Rights

No inspection, orders, measurements, or certificates made by the Designee, nor any payment or acceptance in whole or in part, nor extension of time, nor taking of possession by the Owner shall operate as a waiver of the conditions of this contract, or of any right to damages herein provided. No waiver of one breach of the contract shall be construed as a waiver of another breach. Should an error be discovered in the partial or final estimates, or proof of defective work or materials used by the Contractor be discovered after the final payment has been made, the Owner reserves the right to claim and recover, by process of law, such sums as may be sufficient to correct the error or make good the defect in the work and materials.

(f) Suspension of Work

If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, or the Contractor fails to comply with work schedules, the Designee may, by written notice to the Contractor, allow the Contractor thirty (30) days from the date of the notice to cure the cause for such notice. If the cause is not cured within thirty (30) days, the Designee may order the Contractor to stop all work or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. No extension of Contract time will be allowed for this suspension.

(g) Termination of the Contract

If the Contractor is adjudged bankrupt or insolvent, or a trustee or receiver is appointed for the Contractor or for any of his property, or he files a petition to take advantage of any debtors act or to reorganize under the bankruptcy or similar laws, or he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment for labor, materials or equipment, or he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or he disregards the authority of the Designee, or, in the Owner's sole discretion, he otherwise violates any provision of the Contract Documents, then Owner may, without prejudice to any other right or remedy and after giving the Contractor thirty (30) days prior written notice, and Badger Meter fails to cure any defects stated in such notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned, leased, possessed or used by the Contractor that remain on site, and finish the work by whatever method he may deem expedient. If the Owner takes possession of materials, equipment, tools, construction equipment and/or machinery in order to complete the Project, the Owner will be liable to the Contractor for the reasonable use of such items. If the direct and indirect costs of completing the Project, including compensation for additional professional services, exceeds the unpaid balance of the contract price, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Designee and incorporated in a Change Order.

Where the Contractor's services have been terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor, will not release the Contractor from liability.

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In the event the Owner employs an attorney to enforce or construe any provision of the contract documents or to collect damages for Contractor's breach of the contract documents or to recover on the BOND provided in the contract documents, the Contractor and his surety agree to pay the Owner such reasonable attorney's fees, including appellate fees, and costs as the Owner may expend therein. The Contractor and his SURETY, for a specific consideration the receipt and sufficiency of which is hereby acknowledged, expressly waive any rights or entitlements they may have under Florida Statutes, Section 57.105 (2) pertaining to mutuality of attorney's fees, as it may be amended or replaced, or any similar statute or law. As against the obligations herein contained, the Contractor and his SURETY waive all rights of exemption.

Upon thirty (30) days written notice to the Contractor, the Owner, may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit not to exceed five percent (5%) over cost incurred.

The City shall not be required to perform any covenant or obligation in this contract, or be liable in damages to any party hereto, so long as the performance or non-performance of the covenant or obligation is delayed, caused or prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined for the purposes of this contract as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents service), acts of the public enemy, wars insurrections and any other cause not reasonably within the control of the City and which by the exercise of due diligence the City is unable, wholly or in part, to prevent or overcome.

ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment he is furnishing. He shall defend all suits or claims for infringement of any patent right, and shall save the Owner harmless from loss on account thereof and cost and attorney's fees incurred therefore.

SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). The Contractor shall allow representatives of the Department of Labor full access to the project for inspection.

SALVAGED EQUIPMENT AND MATERIALS

In the absence of special provisions to the Contract, salvaged materials, equipment, or supplies that occur are the property of the Owner and shall be cleaned and stored as directed by the Designee. Surplus suitable excavated materials remain the property of the Owner and shall be stored in an area designated by the Designee, but not to exceed (4) miles from the job site.

SCRUTINIZED COMPANIES PURSUANT TO SECTIONS 287.135 AND 215.473, FLORIDA STATUTES

Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies lists or is engaged in a boycott of Israel after the execution of this

Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

SUSPENSION AND DEBARMENT

The City of Pinellas Park will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). Contractors agree to comply with the requirements of 2 C.F.R. pt. 180, subpart C, and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

TERMINATION FOR NON-APPROPRIATION

This Contract is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the Owner. If funding for the Contract is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the work or services to be rendered or paid for in succeeding fiscal years. In the event funds to finance the Contract become unavailable, the Owner may terminate the Contract on the last day of the fiscal period for which funds were legally available. The Owner shall be the sole and final authority as to the availability of funds.

WARRANTY AND GUARANTEE PROVISIONS

All construction work and workmanship related to the installation of products involved in this contract shall be, and the same is hereby, guaranteed and warranted by the Contractor for a period of two (2) year from completion of the Contract, as defined in Completion of Contract, to be free from defects due to faulty installation, and performed by the Contractor and is warranted and guaranteed by the contractor to the Owner to be such as to meet the required standards and accomplish the purposes and functions of the Project as defined, detailed, and specified in these Contract Documents. The Owner shall give written notice to the Contractor of faulty workmanship for installation within a period of one (1) year following completion of the contract. Any workmanship which does not comply with the warranty and guarantee shall be promptly addressed by the Contractor at his own cost and without cost to the Owner as to any claims or actions for breach of guarantee or breach of warranty that the Owner might have against parties other than the Contractor, and do not constitute exclusive remedies of the Owner against the Contractor and are not intended to and shall not limit any other rights, remedies, or courses of action which the Owner might exercise against the Contractor, and shall not alter nor modify the application of the Statutes of the State of Florida. Materials and equipment provided by Contractor for the Project will be warranted in accordance with the standard manufacture's warranties for such products as stated in Attachment B attached hereto.

WORKMANSHIP, MATERIALS, AND WORKERS

Unless otherwise stated in the detailed specifications, all workmanship, materials, and articles incorporated in the work covered by this Contract shall be of the most suitable grade of their respective kinds for the purpose, and acceptable to the Designee. The Designee shall decide the question of equality where the expression "or approved equal" is used in the specifications following reference to a specific manufacturer of equipment or materials. To the extent required by the specifications or by the Designee, the Contractor shall furnish the Designee, for approval, full information concerning the materials or articles or methods of work which he contemplates incorporating in the work, including samples of

materials. Articles installed or used or unusual methods of work used without such approval shall be at the risk of subsequent rejection.

The Designee or the Owner may require the contractor to remove from the work such employees as the Designee or the Owner deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment of the work is deemed to be contrary to the Owner's interest.

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

CONSTRUCTION BOND

OWNER:

City of Pinellas Park, FL

5141 78th Avenue North

Pinellas Park, FL 33781

727.369.7700

PRINCIPAL:

Badger Meter, Inc.

4545 West Brown Deer Road

Milwaukee, WI 53223

800.876.3837

SURETY:

Name: Travelers Casualty and Surety Company of America

Address: One Tower Square, Hartford, CT 06183

Phone Number: 262-825-9069

Bond No. 108000159

BY THIS BOND, we, Principal and Surety, duly authorized to conduct business in the State of Florida, are bound to the **City of Pinellas Park, Florida**, a municipal corporation, herein called Owner, in the sum of **Nine Million Two Hundred Seventy-Nine Thousand Six Hundred Fifty-Seven Dollars and Fifty-Nine Cents ($9,279,657.59)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

Performs the contract between Principal and Owner for of Project and all appurtenant work thereto, said contract/purchase order being made a part of this bond by reference, at the times and in the manner prescribed in the contract/purchase order, together with any modifications of said contract/purchase order that may hereafter be made, notice of which modifications to the Surety being hereby waived; and

Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract/purchase order; and

Pays Owner all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract/purchase order; and

Performs the guarantee of all work and materials furnished under the contract/purchase order for the time specified in the contract/purchase order; then this bond is void; otherwise it remains in full force.

Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract/purchase order documents and compliance or noncompliance with any formalities connected with the contract /purchase order or the changes does not affect Surety's obligation under this bond.

Principal: BADGER METER, INC

BY William R. A. Bergum

William R. A. Bergum
Vice President - General Counsel & Secretary

BADGER METER, INC. CORPORATE SEAL 1905

(Print or Type Signature)

Surety: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

BY Cathy Hutson

Attorney in Fact Cathy Hutson

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD CONN

(SEAL)

Ann Higgins

Florida Licensed Agent Ann Higgins Non Resident License #: P034911

Dated this 19th day of November, 2024.

THE BOND MUST BE ATTACHED TO THIS FORM

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint Cathy Hutson of Milwaukee, WI, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **4th** day of **March 2024**.

SEAL SEAL SEAL SEAL

State of Connecticut

City of Hartford ss.

By: _____
Bryce Grissom, Senior Vice President

On this the **4th** day of **March 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

NOTARY PUBLIC

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this November 19, 2024

SEAL SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

FINAL PAYMENT AFFIDAVIT

Before me, the undersigned authority, personally appeared _____(Contractor) who was sworn and says that he is the Contractor who has contracted with the City of Pinellas Park (Owner) to provide improvements on real property in Pinellas County, Florida, described as:_____

_____

The Contractor has completed construction in accordance with the contract documents. The balance of the contract price of $_____ is now due to the Contractor. The Contractor has not signed, pledged or hypothecated the contract, or any part of it, or any payment due or to become due under it, and has not assigned any of the Contractor's lien rights resulting from the contract. The Contractor has executed no security agreement for any part of the material furnished under the contract. All lienors under the above-described contract have been paid in full, except the undersigned Contractor.

_____ **(CORPORATE SEAL)**

Contractor

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online

notarization, this _____day of _____, 2024, by _____,

(Name of person acknowledging)

Who is personally known to me or who has produced _____

(Type of Identification)

as identification.

NOTARY PUBLIC_____ **(NOTARY SEAL)**

MY COMMISSION EXPIRES_____

SAMPLE

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

FINAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that_____,(Contractor) County of_____, City of _____, and State of_____, do hereby acknowledge that (Contractor), _____ _____, this day has had and received of and from the (Owner) the sum of One Dollar ($1.00) and other valuable consideration in full satisfaction and payment of all sums of money owing, payable and belonging to the Contractor by any means whatsoever, for or on account of a certain agreement between the said Owner and Contractor dated _____/_____/2024.

NOW THEREFORE, the said Contractor for myself, my heirs, executors and administrators (for itself, its successors and assigns) do by these presents remise, release, quitclaim and forever discharge the said Owner its successors and assigns, of and from all claims and demands arising from or in connection with the said agreement dated / /2024, and all manner of action and actions, cause and causes of action and actions, suits, debts, dues, sums and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extents, executions, claims and demand, whatsoever in law or equity, or otherwise which against the said Owner its heirs, successors or assigns, the Contractor its heirs, successors and assigns ever had, now have, or which (I, my heirs, executors, or administrators)(it, its successors and assigns) hereafter can, shall or may have, for, upon or by reason of any matter cause or thing whatsoever, from the beginning of the world to the date of these presents.

_____ (CORPORATE SEAL)

Contractor

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online

notarization, this _____day of _____, 2024, by _____,
(Name of person acknowledging)

Who is personally known to me or who has produced _____as identification.
(Type of Identification)

NOTARY PUBLIC_____ **(NOTARY SEAL)**

MY COMMISSION EXPIRES_____

SAMPLE

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

STATEMENT OF SURETY

In accordance with the provisions of the contract dated _____, 2024, between the City of Pinellas Park (Owner) of _____ and _____ _____ (Contractor) of _____, the _____ _____ (Surety) Surety on the bond of Contractor after a careful examination of the books and records of said Contractor or after receipt of an affidavit from Contractor, which examination or affidavit satisfies this company that all claims for labor and materials have been satisfactorily settled, hereby approves of final payment of the said _____ (Contractor), Contractor, and by these presents witnessed that payment to the Contractor of the final estimates shall not relieve the Surety Company of any of its obligations to the Owner, as set forth in the said Surety Company's Bond.

IN WITNESSETH WHEREOF, the said Surety Company has hereunto set its hand and seal this _____ day of _____, 2024.

Attest:_____ _____

(SEAL)

_____ By_____
(President, Vice President)

Note: This statement, if executed by any person other than the President or Vice President of the Company, must be accompanied by a certificate of even date showing authority conferred upon the person so signing to execute such instruments on behalf of the Company represented.

NOTE: TO BE COMPLETED BY THE CONTRACTOR'S SURETY COMPANY AND SUBMITTED WITH CONTRACTOR'S FINAL INVOICE

SAMPLE

CITY OF PINELLAS PARK, FLORIDA
CONSTRUCTION CONTRACT NO. 24.001
AMI WATER METERS

This Agreement dated this_____day of _____, 2024, by and between the **City of Pinellas Park, Florida**, a municipal corporation, hereinafter called the Owner, and **Badger Meter, Inc.** a corporation organized and existing under the laws of the State of **Wisconsin** and hereinafter called the Contractor. WITNESSETH, the Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I: SCOPE OF WORK

The Contractor shall perform all required work as set forth in the Statement of Work attached in Attachment A and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation service required to complete the construction all in strict compliance with the plans and specifications, including any and all Addenda, and together with all contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the satisfaction of the City and subject to the final approval of the City and its authorized representative.

ARTICLE II: CONTRACT PRICE

The Owner shall pay the Contractor as just compensation for the performance of this Agreement, subject to any addition or deductions as provided in the Contract Documents, the following price:

The total Contract amount is **Nine Million Two Hundred Seventy-Nine Thousand Six Hundred Fifty-Seven Dollars and Fifty-Nine Cents ($9,279,657.59)**, payable in accordance with the applicable provisions of the Contract Documents and as set forth on Attachment C. Badger Meter reserves the right to increase pricing for all its products in accordance with the Consumer Price Index (CPI) for All Urban Consumers, with a base index from April 2024, on an annual basis beginning twenty-four (24) months after the effective date of this Agreement, not to exceed three percent (3%) over the immediately preceding year.

ARTICLE III: CONDITIONS

a) All decisions of the City Engineer and/or designee as to the true construction and meaning of the drawings and specifications shall be final. Contractor shall conform to and abide by any additional specifications, drawings, or explanations furnished by the Engineer/Designee to illustrate the work to be done.

b) Should the Contractor be delayed in his work by the Owner, then Owner shall owe the Contractor therefore only for an extension of time for completion equal to the delay caused and then only if a written claim for delay is made to the Owner within seven (7) business days from the time of the beginning of the delay.

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

c) Contractor shall at all times supply adequate tools, appliances and equipment, a sufficient number of properly skilled workmen, and a sufficient amount of materials and supplies of proper quality to efficiently and promptly prosecute said work, and shall promptly pay for all material purchased and shall pay all workmen.

d) Contractor shall, as often as requested by the Owner, furnish a sworn statement showing all parties who furnish labor or materials to the Contractor, with their names and addresses and the amount due or to become due each. Like statement may be required from any subcontractor of the Contractor.

ARTICLE IV: INSPECTION BY CONTRACTOR

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with and will adhere to them.

ARTICLE V: COMPLIANCE WITH PUBLIC RECORDS LAWS

The City is a public agency subject to Chapter 119, Florida Statutes, as amended from time to time. To the extent Contractor is a Contractor acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, as amended from time to time, Contractor must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, Contractor agrees to:

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

b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c) Ensure that public records that are exempt, or confidential and exempt, from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services. If the Contractor transfers all public records to the City upon completion of the services, the Contractor must destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the services, the Contractor must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

e) **IT IS CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT PURSUANT TO CHAPTER 119, FLORIDA STATUTES; IF THE CONTRACTOR HAS ANY QUESTIONS RELATED TO THIS DUTY, THE CONTRACTOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

City of Pinellas Park City Clerk's Office
P.O. Box 1100
Pinellas Park, Florida 33780-1100
727.369.0616
CityClerk@Pinellas-Park.com

If Contractor does not comply with this section, the City will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

ARTICLE VI: COMPONENT PARTS OF CONTRACT

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof and are incorporated herein by reference and all of which are familiar to the Contractor:

Notice of Bid, Information for Bidders, General Conditions, Insurance Requirements, Hold Harmless Agreement, Bid Form(s), Acknowledgement of Addendum, E-Verify Requirements, Public Construction Bond, Public Entity Crime Statement, Contractor's Affidavit, Contractor's Final Release of Lien, Statement of Surety, RPF 24.001 AMI Water Meters, Pinellas Park Agreement, Badger Meter, Inc. Statement of Work (Attachment A), Badger Meter Warranty Documentation (Attachment B), Pricing Details, Cellular Coverage Analysis, Badger Meter Beacon SAAS Managed Solution Master Agreement, Badger Meter, Inc. Proposal Response and Badger Meter Documentation.

ARTICLE VII: CONTRACTOR'S AFFIDAVIT

When all work contemplated by the Contract has been completed, inspected and approved by the City or its duly authorized agent, the Contractor shall furnish to the City the Contractor's Affidavit in a form approved by the City. Release(s) of Lien may also be required by the City.

ARTICLE VIII: GOVERNING LAW AND VENUE

The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Contract. The exclusive venues for any legal or judicial proceedings in conjunction with the enforcement or interpretation of this Contract are the Circuit Court of the Sixth Judicial Circuit In and For Pinellas County, Florida, and the United States District Court For The Middle District of Florida.

ARTICLE IX: SEVERABILITY: WAIVER OF PROVISIONS

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party will not constitute a waiver of that provision nor will it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE X: INTERPRETATION

In the event of an ambiguity or a conflict between or among any of the provisions of the Contract Documents, then the interpretation, construction, or provision which is most favorable to the Owner shall be deemed to have superseded and will take precedence over any other construction, interpretation and/or the other provision or provisions in conflict therewith, and shall be binding upon the parties in the same manner as if there were no such ambiguity and/or conflicting provision or

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

provisions.

The titles and headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

ARTICLE XI: NOTICE

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses. Notice will be deemed received by the party for whom it is intended after the USPS certified mail process is completed.

CITY
City of Pinellas Park
Attn: City Manager
P.O. Box 1100
Pinellas Park, Florida 33780-1100

With a copy to the City Attorney at:
James Denhardt, City Attorney
Law Offices of James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713-8724

CONTRACTOR
Badger Meter, Inc.
Attn: Badger Meter Legal Department
4545 West Brown Deer Road
Milwaukee, WI 53223
800.876.3837

ARTICLE XII: TERM OF AGREEMENT

The Contractor further agrees upon the same considerations and inspections herein above enumerated, to commence work within ten **(10)** calendar days after date of Notice to Proceed.

A. Initial Term.

The term of this Agreement shall commence on the effective date as follows or until termination of the Agreement, whichever occurs first:

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

i. Proof of Concept services shall commence upon notice to proceed; all installation and operational functionality shall be completed within **one hundred and eighty (180)** calendar days after start date as stipulated in the notice to proceed.

ii. Advanced Metering Infrastructure Implementation services shall commence upon successful completion and The City of Pinellas Park acceptance of Proof of Concept, and upon notice to proceed; and continue for an initial **three hundred and sixty-five (365)** calendar days period.

iii. System Support Services through the BEACON Master Agreement shall commence upon successful communication of the first ORION endpoint to BEACON installed under the project and will continue for an initial ten (10) year period.

B. Term Extension.

The Parties may extend the term of this Agreement for one (1) additional ten (10) year period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein. The extension shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County Administrator or Director of Administrative Services.

ARTICLE XIII: NO THIRD PARTY BENEFICIARY

The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written, in **five (5) counterparts**, each of which shall for all purposes be deemed an original.

Badger Meter, Inc.

By _____
Signature of Authorized Officer

Kim K. Stell
Type or Print Signature

ATTEST:

_____
Contractor's Attestor

Rachel J. Meyer
Type or Print Signature

BADGER METER INC CORPORATE SEAL 1905 WISCONSIN

_____
Corporate Seal

City of Pinellas Park
Pinellas County, Florida

CITY OF PINELLAS PARK SEAL FLORIDA

By _____
Sandra L. Bradbury, Mayor

ATTEST:

By _____
Jennifer R. Cardegno, City Clerk, MMC

Approved as to form and correctness:

_____
City Attorney
City of Pinellas Park

11/26/2024
City Council Approved

ATTACHMENT A

BADGER METER STATEMENT OF WORK

AMI WATER METERS

RFP 24.001

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Turnkey Project Approach and Proposed Statement of Work
City of Pinellas Park

Prepared By: Badger Meter, Inc – Turnkey Operations (TK-Ops)

Badger Meter

Prepared: Monday, April 15, 2024
Revised: Tuesday, July 23, 2024

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Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

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Document Revision Log

Revision	Summary	Revision By	Date
1.0	Original Document Creation	J. Morrison	04.15.2024
2.0	• Revised scope to remove reclaimed meters smaller than 2" • Revised warehousing plan to reflect space provided by the utility and conex containers furnished by PVI • Added procedural language for scratch/magnet testing of service lines • Added assumptions that Pinellas Park will drill lids as may be possible prior to mobilization in a given route	J. Morrison	07.23.2024

1 Introduction

1.1 Document Introduction

This document is a preliminary project plan which constitutes the Statement of Work (SOW) that will be undertaken by Badger Meter's Turnkey Operations (TK-Ops) team to deliver the services and deliverables relating to City of Pinellas Park (the "City") as released and dated March 18, 2024. This document has been prepared by Badger Meter based on the aforementioned RFP document and seven Q&A documents that have been provided to Badger Meter as of Friday, April 12, 2024.

This document has been revised based on a series of post-award requests by the City as enumerated in the revision log.

This document will discuss the project process that Badger Meter proposes, requirements that may exist, project assumptions, processes and procedures, preliminary timelines, and other pertinent information to demonstrate the approach to be undertaken and Badger Meter's understanding of the project.

1.2 Document Definitions

In addition to the definitions listed below, any terms defined throughout this document shall have the meaning as defined therein.

Term	Definition
AMI	Advanced Metering Infrastructure – the system to be deployed as part of the project to collect, communicate, and analyze the data from water meters and other devices under the umbrella of the system
Billing Vendor/CIS System	The provider of customer information (CIS) and billing software used by the City, in this case Tyler Technologies – Munis
Business Day	City of Pinellas Park working days, Monday to Friday, excluding Federal or City holidays.
Calendar Day	One day (24 hours) as measured from one midnight to the next midnight on a given date.
Cycle	A geographic grouping of routes within the City's service territory. One cycle comprises multiple routes
Definition of Time	For all milestone and schedule time scales, calendar days will be used to facilitate use across project scheduling software. For all expectations of communication or responsiveness, business days are used.

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IDA	Initial Deployment Area. This term may be used within this document interchangeably with the phrase 'proof of concept'. A small, defined set of accounts on which product will be installed for evaluative purposes.
IP	Installation Partner – a subcontractor retained by Badger Meter to perform installation work relating to the project. Badger Meter thoroughly vets its installation partners in order to provide the highest possible degree of service to utility customers.
MMCO	Mass Meter Change Out – a file generated by the installation partner's WOMS (work order management system – see below) to update the City's operational and billing software with new meter information. Typically, although not exclusively, transmitted as a flat file or .csv.
NTP	Notice To Proceed – a formal document that forms one of the contract milestones and directs Badger Meter to begin performing work.
PVI	Pedal Valves, Inc – the installation partner selected by Badger Meter for this project.
RFP	Request for Proposals – used herein as shorthand for the elements released by the City to request these proposals for services.
Route	A group of accounts in close proximity to one another within a cycle. Generally, these routes are created to support meter reading operations. Installations on the project will typically proceed route-by-route for coordination and sequencing purposes.
RTU	Return To Utility – a reporting status that indicates an installation has been removed from the project scope of Badger Meter and its IP. RTU status can be triggered by (but is not limited to) the following: customer refusal, expiration of the UIR designation period, diversion/tamper identified, etc. No further work will be attempted by Badger Meter or its IP on an account that has been set to RTU and will be removed from the project scope.
SOW	Statement of Work – the work to be performed by Badger Meter and/or its partners as specified in this document.
UIR	Utility Intervention Required – a reporting status that indicates action from the utility and/or homeowner is required to remove obstructions and/or resolve issues to permit the successful installation of a new meter. Accounts designated this status by Badger Meter will remain as a UIR for ten (10) business days, at which point this account will automatically be designated an RTU.

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WOMS	Work Order Management System – the software platform used by the installation partner to plan and manage the work on the project. the City will have access to the WOMS and will be able to view completion progress as well as installation information for accounts (including photos).

1.3 Turnkey Project Background

Badger Meter has a history of successful project delivery for utilities that encompasses both advanced meter reading ("AMR") and AMI projects. This history dates back to the initial emergence of these technologies, as Badger Meter has been an industry leader in the development and deployment of both AMR and AMI. To date, Badger Meter has delivered turnkey deployments to utility customers that range in size from only a few hundred services to over 400,000. A point of pride in this history is that Badger Meter has delivered all its turnkey deployments within the contracted time and budget, and not once has invoked Force Majeure.

To maintain this history of project success and deliver this proposed project, Badger Meter uses a customer-focused project management methodology that draws on principles in the Project Management Institute standard for Project Management[1]. Due to the nature of AMI deployments, no one single management framework is used. Instead, Badger Meter's TK-Ops has developed a bespoke project approach that incorporates traditional (or waterfall) project management, agile, lean, and iterative project management to ensure a successful deployment for its customers.

This project forms but one part of Badger Meter's ongoing relationship with the City. Historical results have shown that utilities who engage in long-term strategic partnerships beyond a single project effort are better able to realize success from their AMI/AMR project due to the heightened level of understanding between the utility and its solution supplier.

As a result of these methods and practices, Badger Meter has helped utilities worldwide realize lasting and transformative benefits through AMI projects.

1.4 Introduction to Products and Projects

Badger Meter will deploy its BEACON® Software as a Service (SaaS) with ORION® Cellular endpoints in an implementation that will cover approximately 16,255 services across the City's service territory. Based on Badger Meter's experience managing deployments of comparable size, and in compliance with the City's expectations laid out in RFP event, a project duration of approximately 18 months (540 calendar days[2]) is estimated. This timeline includes an IDA prior to full deployment to evaluate the products supplied and procedures implemented, as well as an

[1] Standard ANSI/PMI 99-001-2021

[2] For purposes of estimation, 30-day months are used. Actual duration may vary based on timing of notice to proceed.

allotment of time for pre-construction planning and integration to be performed. Section 3.0 details this proposed project timeline in greater detail.

Badger Meter will supply the following equipment in support of the project. This list does not comprise an exhaustive list of all equipment that may be supplied as part of Badger Meter's solution, but rather provides an overview of the scope of the proposal. Products marked with a quantity of zero (0) are alternates at this time based on the requested scope reduction in July 2024 to remove reclaimed services smaller than 2" from the project scope. For detailed specifications on these products refer to the included Badger Meter product documentation.

Table 1: High-Level Overview of Badger Meter Products

Product	Approximate Quantity (IDA)	Approximate Quantity (Full Deployment)	Approximate Total
M25 5/8" Disc Meter	50	14,956	15,006
M55 1" Disc Meter	20	653	673
M120 1-1/2" Disc Meter	8	102	110
M170 2" Disc Meter	10	219	229
E-Series 3" Ultrasonic Meter	3	28	31
E-Series 4" Ultrasonic Meter	3	27	30
E-Series 6"x18" Ultrasonic Meter	3	23	26
E-Series 8"x20" Ultrasonic Meter	3	13	16
M25 5/8" Disc Meter - Reclaimed	0	0	0
M55 1" Disc Meter - Reclaimed	0	0	0
M120 1-1/2" Disc Meter - Reclaimed	0	0	0
M170 2" Disc Meter - Reclaimed	0	122	122

E-Series 3" Ultrasonic Meter - Reclaimed	0	1	1
E-Series 4" Ultrasonic Meter - Reclaimed	0	10	10
E-Series 6"x18" Ultrasonic Meter - Reclaimed	0	1	1
ORION Cellular C Endpoint	100	16,155	16,255

Badger Meter has chosen, via a rigorous evaluation process, to partner with PVI.

Badger Meter acknowledges the City's stated preference to reuse existing meter pit boxes and lids by drilling the lid whenever possible. This will be the principal plan of action for this project. During the preinstallation survey, an estimate will be generated of lids and boxes needing replacement. Badger Meter will procure on the City's behalf meter boxes and lids suitable for the project requirements. For more details on this process, consult Section 6.1 of this SOW.

By electing to use of the BEACON cellular solution, the City will realize time and cost savings over both the installation and life of the system as compared to a conventional fixed-network deployment, since no additional infrastructure (i.e. data collectors or gateways) need be installed or maintained over time. It is the experience of Badger Meter that one of the largest impediments to AMI project schedules can be the permitting process for installation of collectors/gateways on suitable vertical assets within the service territory. The BEACON cellular solution eliminates this schedule risk. Additionally, given the previously completed pilot with BEACON, early-stage system configuration is already complete for this solution, providing additional schedule savings.

As an additional benefit, the BEACON platform natively includes the EyeOnWater customer portal, which may be opted into at the City's discretion. If opted for, this value-adding portal will make usage information available to the City's customers via both a web interface and mobile application without any additional integration effort required.

Badger Meter's product offerings are not limited to AMI metering and endpoints. If the City elects to utilize Badger Meter's AMI system and BEACON platform, future expansion and scale is native and straightforward – including both growth accounts and potential add-on services such as water quality, leak detection, pressure monitoring, and now, remote telemetry units with software, all from the same manufacturer.

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1.5 Project Objectives

Badger Meter and its IP are committed to helping the City realize its goals and the benefits of an AMI system. Accordingly, Badger Meter puts forth the following specific list of project objectives:

Table 2: Strategic Project Objectives Supporting Key Project Objectives

Badger Meter Strategic Project Objective
1. Timely installations
2. Timely communication
3. Support of Billing Integration
4. Marketing and Communications Planning
5. Robust Training Plan for the City staff

Each of these strategic objectives is detailed in the subsequent list.

Timeliness of Installations

- The project duration specified by the City will be 30-months (installation to complete before the end of 2026). In order to support that requirement while delivering this objective, Badger Meter's lead project manager will coordinate with the City's project manager(s) on projected deployment timelines and schedules to create the product ordering and supply schedule for the Project.
- The tentative schedule presented in the RFP indicated an IDA of at minimum two (2) months. Badger Meter's project team will provide consultative support in identifying the accounts to comprise this period and securing the products to support it.
- Final completion date(s) for all phases of the project will be commensurate with activity start date, which shall be defined by the date that a NTP is received and acknowledged by Badger Meter.

Timely Communication

- As prescribed in Section 5 of this SOW, a centralized digital project library shall be maintained. This can be maintained by the City if the utility wishes, or it can be maintained by Badger Meter and its IP. The project library shall allow for pull communication between the project parties and shall host project documentation and records.
- Refer to Section 1.6.1 for the mutual expectation of communication timeliness.

Billing Integration

- Badger Meter shall provide consultative support in the integration of the BEACON software to the City's Billing Vendor. For full details on this effort, refer to Section 7of this SOW.

Marketing and Communications Planning

- Badger Meter will leverage its extensive experience with AMI projects to assist with the marketing and communications elements of this project, building support and coalition among the City's customers.
- Elements of the plan may include a produced public-service announcement (PSA) video, web content (e.g., for FAQ pages), and printed materials such as door hangers, bill stuffers, and mailers.
- The plan itself is detailed in Section 6 of this SOW and meets or exceeds the industry standard for customer notification on AMI deployments.

Robust Training Plan for the City staff

- To build enthusiasm and awareness of the project among utility staff, a training plan is provided. The training provided will detail the various new functionalities that the BEACON platform brings, and for maximum applicability will be co-developed by Badger Meters and leadership from the City's relevant functional groups. The training plan will be detailed in Section 9 of this SOW.

1.6 Project Assumptions

Based on the information presented to Badger Meter, the following logical assumptions are made about project conditions and constraints that may occur. These assumptions are the foundation of both this SOW and any pricing provided by Badger Meter. Any subsequent changes to or failures of these assumptions may cause required alterations to either or both the project schedule and milestones under Section 3.0 or the pricing provided for the project[3].

1.6.1 General Project Assumptions

1. All resources assigned to the project by Badger Meter, IP, and the City will be suitably skilled and trained to perform the task(s) assigned to them within the expected timeframe. The expectation is that the City's technical and business staff are familiar with their present operations as they relate to the project's components.
2. The overall project management responsibility for the project, specifically coordination of service, deployment of product and integration rests with Badger Meter TK-Ops. The lead project manager assigned to this project will be Jenn Rittmann, PMP. Project managers and/or construction managers from IP will report through the lead project manager. The lead project manager will be supported in their management of the project by the project teams as detailed in Section 2 of this SOW.
3. The Badger Meter team will conduct the majority of their project work off-site. However, specific project activities (including but not limited to, the project kickoff event, training, and closeout event) will be performed in person. Additionally, the Badger Meter lead project manager shall visit the project site in person approximately quarterly unless otherwise agreed or warranted. During both the IDA and the full deployment phase of the project, full-time staff from IP will be on-site to manage the installation process.

[3] Changes to pricing and/or schedule will be administered per the change management plan in Section 8

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4. Badger Meter has identified its project support team and intended subcontractors. At this time, Badger Meter does not anticipate additional third-party contractors will be required to successfully deliver Badger Meter's scope of work on this project. However, should such entities become necessary due to a change in scope or project conditions that would warrant it, Badger Meter will have the responsibility for the engagement and deliverables of such an entity.
5. Pricing for additional testing of new or removed meters is not included. Badger Meter provides certified test result files for all meters that it manufactures at the time of shipment. Should the City desire such additional testing, pricing for testing can be provided upon request.
6. Subject to scheduling constraints, all project-related meetings are expected to have representatives from the Badger Meter project team, the City, and any consultant(s) (if applicable).
7. As collaboration and effective communication is a key element of any successful project, the parties mutually agree that they will use good faith efforts to provide approvals and/or responses on key project artifacts that require them within five (5) business days. If a response within that time frame is not possible, the responding party shall provide a reasonable alternative timeline in which to provide a response. Such artifacts may include requests for information (RFI), change orders, pay requests, etc. On rare occasions due to other time constraints, a more urgent approval timeline may be necessary and will be clearly marked as such on the request. In such circumstances, the shorter duration shall take precedence unless the responding party indicates that a response in such a time frame is not possible. In that instance, the responding party shall provide a response within five (5) business days.

1.6.2 Assumed Project Conditions

1. The quantities and sizes of meters upon which this SOW is based are acknowledged as the best available estimate. Should the quantities encountered in the field differ, the unit prices for additional products shall remain as presented in the contractual schedule of values ("SOV"), subject to escalation as prescribed in the response to the RFP and/or pricing assumptions in the pricing pages submitted for the RFP (as applicable).
2. It is assumed that the City both maintains and will provide to Badger Meter the complete and accurate 911-registered address information for metered accounts. It is further assumed that this data will be provided at one time, prior to mobilization.
3. It is assumed that the route-read sequence and schedule, as well as blackout periods required for accounts will be provided prior to the installation schedule being finalized.
4. As of July 2024, the City has agreed to provide PVI access to and use of a storage area, located at 6201 80th Avenue, Pinellas Park, FL, 33781, at no cost. This space is assumed to be available not later than sixty (60) calendar days from the contract execution date. Line 103 of the SOV provides the monthly rate for PVI to outfit this site with up to four (4) conex containers, one (1) forklift, and warehouse operations or the anticipated duration of full deployment.

1.6.3 Installation Assumptions

1. The pricing for installation services that has been provided assumes that all meters that are to be exchanged are 'like-for-like', with the same lay length and size, and without major plumbing or excavation work necessary to accomplish the change. Should such work be required, the procedure for its approval shall be as described in Section 6.5.11 of this SOW.
2. Badger Meter will thoroughly examine the existing meter conditions prior to commencing installation work. Per the procedures set forth in Section 6, work will not proceed in situations where it is reasonable to believe that performing such work will lead to further damage to plumbing or infrastructure and the account will be designated UIR. Any damage caused by Badger Meter or IP while performing installations will be repaired by Badger Meter if the damage is directly the result of negligence. Damage resulting from latently defective infrastructure may be repaired at the provided hourly rate for plumbing repairs, if mutually agreed upon.
    - Badger Meter has included a recommended allowance for plumbing components and labor to assist in managing these repairs.
    2. Based on the City's stated preferences, it is assumed that lids will be reused-in-place whenever possible. The City permits Badger Meter and PVI to perform alterations (e.g. drilling, shaving, etc.) of lids to accommodate the installation of an endpoint and top nut.
        - If Badger Meter determines that a box or lid is damaged such as to prevent the lid from being reused or replaced, the account will be designated UIR for the City to replace the box or lid or direct Badger Meter to replace at the provided unit price.
            - If Badger Meter is directed to replace a box, the City permits Badger Meter and PVI to modify the box to accommodate the installation, if needed.
        - The City has indicated its plan to pre-drill lids in routes prior to PVI working in that route. If PVI encounters a lid that has not been pre-drilled, it is assumed that PVI is authorized to replace the lid and bill the replacement rates enumerated in the SOV without requesting case-by-case approvals from the City.
    3. The installation of any meter in an OSHA-defined confined space will require additional safety resources, billed at the provided hourly rate.
    4. All meters in the project scope are assumed to be in a City right-of-way or in a location to which the City is able to assist Badger Meter in obtaining access. As such, any landscaping impediments not placed by the City are assumed to be legal to remove/remediate without the need for extensive replacement.
        - To the extent commercially viable, Badger Meter and PVI will restore landscaping to its original appearance by replacing removed sod and dirt only. However, pricing is not included to procure or lay new sod or otherwise replant removed landscaping.
        - Any account where impeding landscaping originates from or encroaches onto private property will be designated as RTU. The extent of landscaping work

performed on private property will be strictly limited to the removal and replacement of sod/earth in the normal course of meter replacement.
    - For any account impeded by concrete, an area not to exceed 3' x 3' will be cut out for access to the meter box and repoured level to the existing surface. This limited concrete replacement work includes the use of sack concrete which shall be mixed onsite. Decorative, patterned, or other specialty concrete elements are not included.
5. The pricing for installation services assumes a logical sequence of routes and/or cycles is continuously available for work, and that work can be performed in a logical, efficient, and sequenced manner (exclusive of scheduled appointments, revisits, and completing utility-assisted accounts) as prescribed in Section 6. If for any reason beyond the control of Badger Meter, installations are not able to be performed in such a fashion, all work that is impacted and performed 'out of sequence' may be billed at the hourly time and materials rate provided until work can recommence in a logical and sequenced manner.
    - The proposal as furnished is based on a five (5) day work week, with daily operations conducted from 8:00 AM to 5:00 PM local time, unless otherwise agreed ("Business Hours"). However, it is assumed that in the event of lost workdays (e.g., due to weather delays), or to accommodate customer appointment requests, Saturday and/or evening work may be performed to accommodate.
    - Other than the City's and Federal holidays and/or weather delays, it is assumed that work will continue in a seamless fashion from initial mobilization. If work is substantially interrupted due to circumstances beyond the control of Badger Meter, a demobilization/remobilization fee may be assessed.
6. Installation services to be rendered will be managed and controlled via Trackpoint-NIMS ("NIMS"), which provides handheld device functionality, GPS coordinate collection, photograph capture capabilities, data management, and work order reporting.
    - Sub-Meter GPS coordinates are included in Badger Meter's proposal, but will be captured by a separate team due to the specialty equipment required. As such, these coordinates may not be collected contemporaneously with installation.
    - While the phrase sub-meter GPS is used, and reasonable commercial efforts will be made to collect at this accuracy, some accounts may still collect at +/- 1 meter. This is due to the impact that atmospheric conditions, multipath, and satellite geometry can have on GPS coordinate capture.
    - NIMS will also capture information on pipe type investigation, including photos of the scratch and/or magnet test.
        - Pipe type investigation shall be limited only to the portion of the pipe readily accessible within the meter pit. No excavation or potholing beyond the meter pit will be performed. As such, Badger Meter cannot guarantee that there are no changes to pipe type between the point of investigation and the end of the line.

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- Pipe type investigation will be performed at the time of meter exchange. If the investigation is directed to be performed at another time, the pricing at line 89 of the SOV will apply.
- Scratch and/or magnet testing will be conducted in accordance with AWWA procedures for same.

7. Removed meters, endpoints and other items that may be agreed upon (the "Removed Materials") will remain the property of the City. PVI will quarantine the Removed Materials within the project storage area for a period not to exceed thirty (30) calendar days. If the City requires storage of the Removed Materials for longer durations, Badger Meter may request the City, at its sole cost, to move the Removed Materials to a separate area within fourteen (14) calendar days if the storage of such Removed Materials in the project storage area begins to impede on PVI's normal operations.
8. In accordance with the installation practices set forth in Section 6 of this SOW, PVI will make good-faith efforts to locate an external spigot/hose bib/faucet to flush air and sediment from the water line after a meter exchange. If such an exterior tap is not available to the installer, or if the account's water is to be left off, Badger Meter and PVI are freed from any liability for damage caused to resident appliances/fittings caused by sediment that cannot be flushed from the line.
9. Based on information released by the City to-date, it is assumed that the majority of installations will be performed on residential streets. Traffic cones will be deployed to the front and rear of a vehicle that is parked on the residential street during the installation. All installation vehicles will follow parking regulations and posted signs. In the event that an account is identified in the preinstallation survey as requiring additional traffic control procedures, these plans will be mutually developed at the time of identification.

1.6.4 Customer Contact and Utility Assistance Assumptions

1. It is assumed that customer contact information will be provided no later than thirty (30) days prior to the earliest date a customer would need to be notified.
    - One pre-installation mailer will be sent per account, approximately one (1) week prior to that account being dispatched.
    - For commercial accounts, the preinstallation mailer will include instructions to contact PVI to schedule an appointment.
    - A post-installation door hanger will be left after a completed installation with common questions and a follow-up number for issues.
2. PVI will operate a dedicated contact phone number during the project for the City's customers. Customer calls to this number will be fielded by a PVI employee local to the project, with 24-hour availability. Calls or messages to this number will be acknowledged within thirty (30) minutes. A physical response, when warranted, will be provided within a further thirty (30) minutes (net one hour) during Business Hours and a further one (1) hour outside of Business Hours (net 90 minutes).
3. It is assumed that less than one (1) percent of residential (<2") meters are either 'hard to access' or would otherwise require an appointment. Hard to access meters could include, for example, meters locked behind gates, indoor-set meters, or meters obstructed by vehicles whose owners are seasonal residents and not available to provide access.

- It is assumed that the City will provide keys or access assistance to locked gates where possible.

4. The UIR process exists to identify and remediate accounts where conditions prevent an installation being completed. Accounts that cannot be installed by PVI will be designated accordingly and the City will be notified of the designation. Examples of situations that may cause a UIR designation include: the customer contact plan has been completed but no appointment can be confirmed, a customer refusal of installation, damaged plumbing where PVI determines a meter exchange would risk additional damage, a hazardous condition, or other factors as further described in Section 6 of this SOW.
    - The City will address and assist with any account designated as UIR within ten (10) business days of the request.
    - Accounts which are not addressed within this time frame, or accounts where it is not possible to resolve the UIR situation within an appropriate amount of time will be designated as RTU by Badger Meter and are removed from the project scope.
    - Pricing allows for up to five percent (5%) of the total accounts to be designated as RTU at no additional cost. For accounts designated as RTU in excess of 5%, the applicable unit installation rate will be charged, less a fifteen percent (15%) discount, to cover the labor costs of the attempts made.
5. Pricing includes revisits to accounts post-installation acceptance of up to one percent (1%) to troubleshoot non-responsive meters and modules. Any revisits to accepted accounts in excess of 1% that are, upon review, found to not be a defective installation will be billed at the provided hourly rate.

1.6.5 Project Integration Assumptions

1. To facilitate the requisite integration work and BEACON onboarding, the following requirements must be met by the City.
    - A project purchase order (PO) of appropriate value must be prepared and provided to Badger Meter's project manager.
    - If not included in the PO, a formal NTP, must be provided that specifies the project start date.
    - The BEACON onboarding information form must be complete and provided to Badger Meter
    - At a minimum, 10-20 meters and endpoints must be installed.[4]
2. The process, responsiveness, scope of specific services, and general expectations of software interface design, build, and testing are detailed in Section 7 of this SOW.
3. Integration pricing provided in this SOW and as expanded upon in Section 7 does not include any costs assessed by any of the City's vendors (lump sum, per meter, and/or otherwise) that may be incurred to support integrating the Billing Vendor and/or BEACON

[4] Typically, these are installed at the homes of utility employees so as to facilitate follow-up visits or testing. If the utility has an active BEACON portfolio and has ORION endpoints installed, this requirement can be eliminated upon discussion with the Badger Meter project manager.

with the City's system(s). Any fees assessed to Badger Meter or its partners for such integration will be passed through to the City.

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2 Project Resources & Stakeholders

Badger Meter proposes the following project team to support the AMI deployment for the City. Biographical information for key personnel may be found in Section 2.4 and resumes for all personnel are appended in our Resume section of the response.

2.1 Badger Meter

Table 3: Badger Meter Proposed Project Team

Contact	Title	Department
Shauna Griffin	Sr. Director, Utility Sales	Sales
Colin Middaugh	Regional Sales Manager (East)	Sales
Mark McMillen	Sr. Manager - Utility Solutions	Sales
Mark Wright	Sales Manager	Sales
Patrick Williamson, PMP	Solution Architect	Sales
Brad Lowe	Account Manager	Sales
Jessica O'Malley	Director, Turnkey Operations	TK-Ops
Jack Morrison, PMP	Manager, Turnkey Operations	TK-Ops
Jenn Rittmann, PMP	Lead Project Manager	TK-Ops
Joe Lucia	Manager, Field Sales Support	FSSS
Bradley Pace	Field Sales Support Specialist	FSSS
Rachel Meyer	Contract Manager	Proposals
Matthew Schuette	Manager, Technical Support	Technical Support
Steven Thompson	Strategic Software Manager	Software

2.1.1 Apportionment of Badger Meter Team Responsibilities

The project team from Badger Meter will be cross-functional in nature, supporting the City's project as a unit as follows:

Project Sponsors include the Sr. Director, Utility Sales, the Regional Sales Manager, the Sales Manager, and the Director of Turnkey Operations. They are accountable for the overall success of the project and the overall experience of the City.

The **Utility Solutions Team** includes the Sr. Manager of Utility Solutions, the Sales Manager, the Solution Architect, and the Account Manager. Generally, this team will assist the City in their specification and selection of elements of the AMI solution and will ensure that the solution as deployed meets or exceeds the customer's expectations.

The Turnkey Operations (**TK-Ops)** team includes the TK-Ops manager, the lead project manager, and the associate project manager. The lead project manager will be the City's *primary point of contact* during the project and will interface with other elements of the Badger Meter team. The lead project manager is responsible for managing the delivery of this SOW. The TK-Ops manager will support the lead project manager, assist in resolving issues that may arise, coordinate interdepartmental responses, and ensure best-in-class customer support. The associate project manager is responsible for assisting the lead project manager with project administration, including for example monthly invoicing and schedule updates.

The **Field Services Sales Support (FSSS)** team consists of the Field Sales Support Specialist, Supervisor, and Manager, and works closely with the TK-Ops team to deliver the project goals and ensure a smooth operational transition for the City to AMI by conducting training sessions and facilitating technical discussion.

The **Software Integration** team consists of the BEACON Interface Analyst, the Strategic Software Manager, the Solution Architect, and the Badger Meter lead project manager. These individuals will work with the City and the Billing Vendor, to define and deploy BEACON software billing integrations as prescribed in Section 7.

The **Contract Management** team consists of the contract manager, the TK-Ops manager, the lead project manager, the account manager, and the sales manager. Their role is to ensure that the deliverables of this SOW and the objectives of the project are met, and that any changes to the contract that may be required are administered expediently and accurately.

The **Material Coordination** team consists of the Sr. Manager of Customer Care, the lead project manager, and the account manager. These individuals ensure that all products furnished by Badger Meter are available, ordered, and invoiced in an appropriate window of timeliness.

2.2 Installation Partner

Badger Meter's best practice for delivering turnkey projects includes a partnership with an experienced installation partner who will be the responsible entity for certain elements of the project. The installation partner selected for this project is PVI, as defined previously.

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PVI will employ appropriate full-time onsite project staff to support their installation crews and execute the daily logistical management of the project installation and inventory, as well as to supervise and coordinate the meter installation technicians. However, there is more to an AMI deployment than the actual installation. As part of their services to the City, the installation partner will capture accurate project change-out data through their WOMS, NIMS. To provide continuity of data and simplicity of access to the City, all installation data, including work order status, route saturation, installation photographs, work schedules, and last read before change-out will be available to the City via this platform. Additionally, PVI will perform installation data quality control as specified in Section 4.2 of this document to ensure that only high-quality data is passed to the City. Most importantly, PVI will perform their tasks on this project without interfering with the City's ability to conduct meter reading and billing operations during the project period.

2.2.1 Installation Partner Project Teams

Table 4: Installation Partner Proposed Project Teams

Contact	Title	Department	Partner
Robby Gilbert	Vice President	Executive	PVI
Andrew Suffrin	Director, Sales	Sales	PVI
Jason Wilkie	VP – Operations & Safety Manager	Construction	PVI
Chad Nuccio	Construction Manager	Construction	PVI
Donnie Matthews	IT and Quality Manager	Quality	PVI

2.3 Proposed Team Organization Chart

As is evident from the organization chart below, the City will be well supported by Badger Meter and its IP. Badger Meter's Project Manager will coordinate directly with the City's project manager and will supervise the project's operations through the safety manager, installation manager, and quality manager. Badger Meter's Contract Manager, Integration Lead, Lead Trainer, and Solution Architect will report through the lead project manager. Additionally, and characteristic of Badger Meter's approach to this project as a partnership, the extended Badger Meter sales team will continue to liaise with and support the City's executive leadership to ensure the solution delivered by the Project Team is exceeding the City's expectations.

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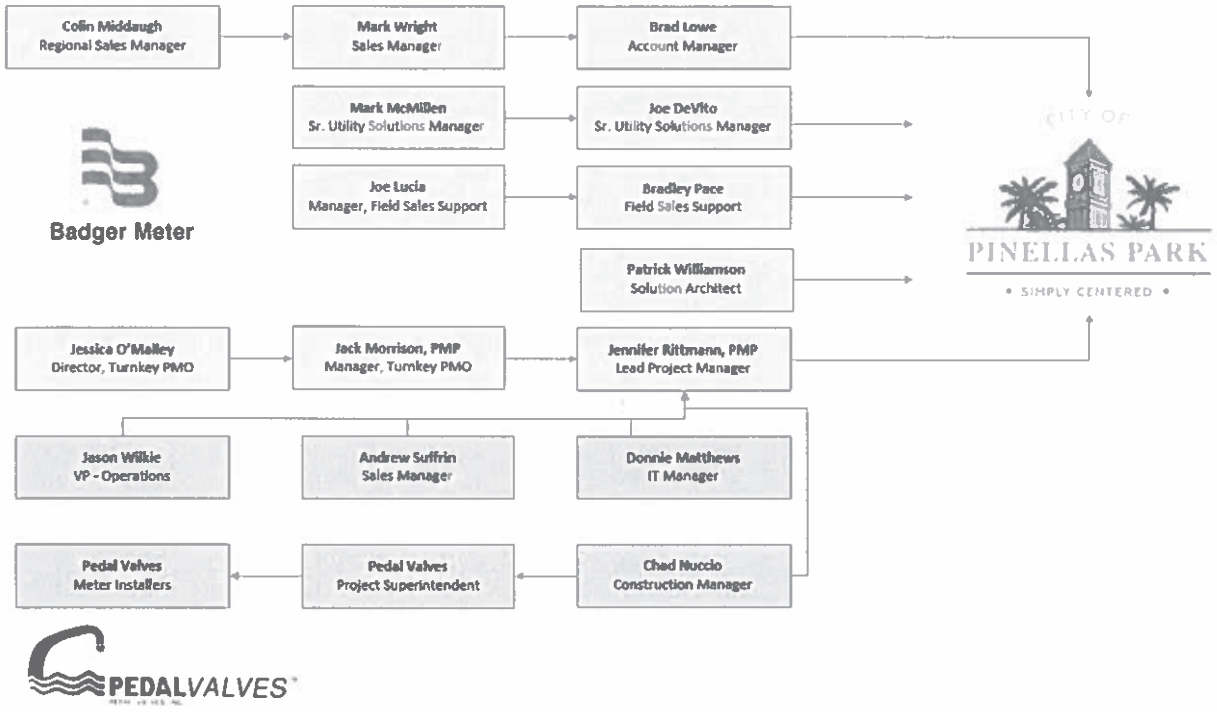

Figure 1: Proposed Team Organizational Chart

2.4 Key Team Members

Pursuant to RFP, the following roles are specifically identified as key personnel. The individuals filling these roles are identified here with short biographies. Full resumes for these individuals are included in the Resumes section of this proposal.

Program Manager: Jack Morrison, PMP – Badger Meter

As a manager of the turnkey operations group at Badger Meter, Jack leverages years of project management and consulting experience to support the turnkey team in delivering best-in-class AMI solutions to utilities. His experience crosses the sectors of live events, performing arts, construction management and litigation, aircraft maintenance/MRO, and themed experiences. Jack has a demonstrated history of delivering time-critical and highly visible projects, building lasting customer relationships and meeting time and cost objectives. His broad array of experience and exceptional interpersonal skills make him an integral part of the Badger Meter PMO.

Project Manager: Jenn Rittmann, PMP – Badger Meter

For over thirteen years, Jenn has been a key part of Badger Meter's support of utilities nationwide. Prior to Badger Meter, Jenn was an applications engineer for a medical-device supply company and an AV director for conventions, conferences and other live events. At

Badger Meter, she has spent stints in technical support, interface analysis/integration, and now the Turnkey Operations group, Jenn has a deep and well-rounded understanding of Badger Meter's product and solutions that she leverages to deliver successful AMI deployments. Jenn has supported turnkey installations ranging in size from 2,000 to 86,000 as a project manager, and in other roles has supported projects with over 150,000 installations. Jenn has a track record of successfully supporting utilities during deployments, ensuring high-level understanding of the system's capabilities and fluently addressing technical concerns.

Subcontractor Project Manager – Chad Nuccio, Pedal Valves Inc

Chad has served as the Construction Manager for the Water Meter Division of Pedal Valves Inc. for the past 12 years, including at scale (125,000 units in Pinellas County, Florida). He oversees all critical construction and project management facets of water meter installations. He supervises material acquisition, coordination efforts for material storage, installation management, QC, and inventory control. Chad monitors daily progress of the installations and adjust procedures to maximize efficiency of the installation process. He also manages project budgets and finance reports. He is experienced in the installation of all types and sizes of meters during the testing phase of water meter projects.

Integration Lead – Steven Thompson, Badger Meter

Steven manages his team, resources, and processes that are crucial in the development of new software or the enhancement of existing products at Badger Meter. He maintains close collaboration with business managers and marketing professionals to assess the progress of ongoing projects and identify potential barriers that could impede completion. Steven diligently monitors the quality of our products to ensure alignment with our customers' technical and business requirements. Steven and his team remain steadfast in their commitment to aiding Badger Meter in delivering top-notch products and differentiated software offerings that provide our customers with real-time, actionable insights into their operations, regardless of their location.

Trainer – Bradley Pace, Badger Meter

Bradley Pace brings a wealth of experience in customer service and sales support to his role as a Field Sales Support Specialist at Badger Meter. With a strong foundation in customer relations, Bradley has demonstrated his ability to ensure utmost satisfaction in various capacities. As the Director of Dining Services at Windsor in Celebration, FL, he managed multiple dining facilities, collaborating with department heads to maximize operational efficiency and profits. Bradley's leadership was evident as he oversaw the hiring, training, and scheduling of over 50 employees, ensuring they were well-equipped to deliver exemplary customer service.

2.5 Communications Partner

In order to support the City's project undertaking, it is essential that enthusiasm and consensus be built among the City's residents of the project's significance and importance. To provide the requisite support, Badger Meter has engaged Rogue Monkey Media (RMM), an Oklahoma-based public relations and marketing firm with extensive water-industry experience and diverse functional expertise in video production, graphic design, social media content and management, content writing, marketing consultation, and digital/print media.

Badger Meter and RMM have worked collaboratively on utility public relations support programs for turnkey projects for several years, successfully developing messaging materials, strategies, and ensuring a smooth flow from concept to deployment.

2.6 Stakeholder Change Management

Over the course of the project, there may occur a circumstance where a stakeholder will depart the project, or where a new stakeholder will join the project mid-stream. This is not unexpected of projects with this number of stakeholders. However, a change in the stakeholders of a project can cause disruption, so a plan to manage the change and to effectively on- and off-board stakeholders is necessary.

What follows in this section is the proposed stakeholder change management plan, which generally takes the form shown in Figure 2.

Figure 2: Stakeholder Change Management Process

2.6.1 Identify Changing Stakeholder Responsibility

There are two principal types of stakeholder change: temporary (such as a vacation or other leave of absence from the project) and permanent. In either case, the project team will review the changing stakeholder's open project action items in the project Risk, Action, Issues, and Decisions (RAID)[1] log and ensure all are reassigned and accounted for.

While a one-for-one exchange of stakeholders may be preferred, it may not always be possible, and the responsibilities of the changing stakeholder may need to be distributed to several

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individuals. The purpose of the RAID review is to ensure all those assuming new responsibilities are aware of and accountable for their tasks.

2.6.2 Onboard New Stakeholder(s)

In some cases, a new stakeholder may come to the project having not previously been a part of the project team. In this scenario, it is both practical and necessary to hold a stakeholder transition session. This can take the form of an item on a larger meeting agenda, a dedicated meeting, or an asynchronous document exchange (though asynchronous onboarding is the least preferred). Upon identification of a new stakeholder, the project team, facilitated by the Badger Meter lead project manager, will hold a transition session to bring the new stakeholder up to speed on project developments and milestones both upcoming and previously achieved.

2.6.3 Monitor New Stakeholder Engagement

The new stakeholder will be monitored by the project team to ensure that they are able to engage with and successfully deliver their portion(s) of the project. If issues are identified, they will be resolved through additional stakeholder management.

[iii] Refer to Section 5.3 of this SOW for additional information about the project RAID log and its role in the project approach.

2.7 Project Communication Plan

The project the City proposes to undertake is of key importance and high visibility. Accordingly, there is a need to define the project communication plan to support the project over its lifecycle. This plan is detailed in the table below.

Table 5: Proposed Project Communication Plan

Communication	Audience	Purpose	Timing	Method
Initiation Meeting	All primary stakeholders, project executives	Gather information for project plan	Before project start date	Meeting(s)
Kickoff Event	All stakeholders	Communicate project plans and stakeholder responsibilities	At beginning of project	On-Site
Project Management Meeting	Project Managers, identified stakeholders	Review project progress, tasks, and action items	Biweekly	Meeting

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Project Team Meeting	Core Project Team	Provide update on project team efforts, issues, and make necessary decisions	Biweekly[5]	Meeting
Executive Report-Out	Project Executives and Sponsors	Provide high-level project updates and communicate progress to leaders	Monthly/Quarterly	Meeting
Closeout Meeting	Project team, identified stakeholders, executives, sponsors	Review accomplishments and lessons learned, formally close project	At end of project	On-Site
Installation Summary	Project Team	Update completed accounts, RTU accounts, and detail any additional work performed	Weekly	Report
Schedule Updates	Project Team	Update progress against plan, report milestones	As needed or requested	Report
Live Installation Data	Relevant Stakeholders	Detail which accounts have been worked in a given day	Available via WOMS web portal	Report
BEACON Status Reporting	Relevant Stakeholders	Detail communication and read performance of BEACON system	Available via the BEACON platform	Report

Beyond the planned communication laid out in the preceding table, Badger Meter's lead project manager shall provide the City with other periodic additional reporting as requested by the City. The precise content, audience, format, and frequency of said additional reporting shall be agreed at the time of request.

[5] The structure of the Project Management meeting and the Project Team Meeting is that they alternate weekly.

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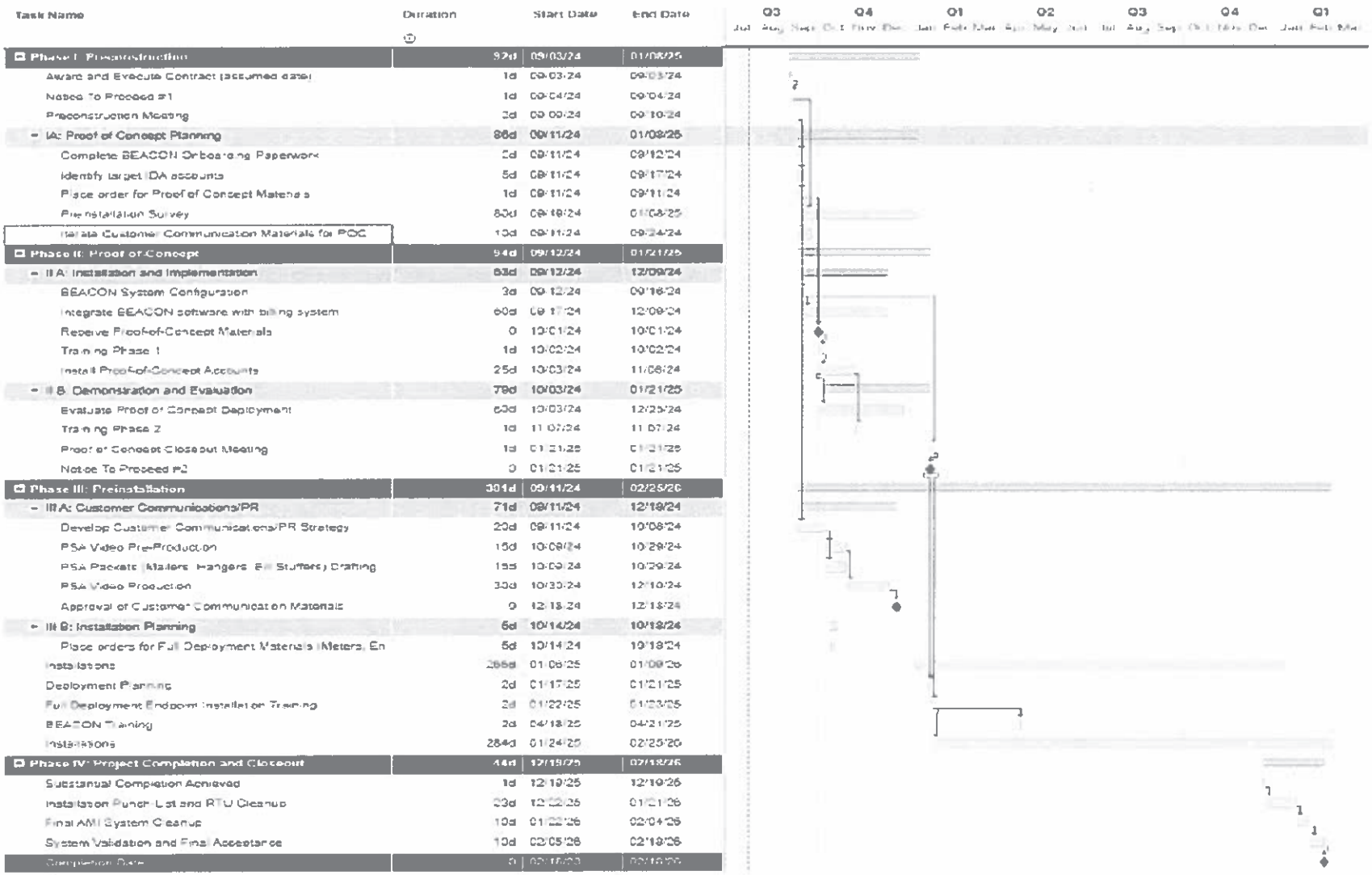
3 Proposed Project Timeline & Milestones

3.1 Project Schedule

Based upon the scope of work laid out in the RFP event , Badger Meter and its IP are confident that this project can be completed within the 18-month (540 calendar days) duration alluded to previously. In order to achieve this timeline, the support and sponsorship of the City will be needed.

To that end, Badger Meter and its IP have prepared a preliminary project schedule and milestone list, as enumerated subsequently in this Section. These are based on the project team's understanding of the work to be completed, forecast resource and material availability, and projected installation rates. However, the project schedule is and will remain a living document. It will be reviewed by the Badger Meter project manager with the City's project manager at intervals suitable to the project's phase and progress and updated regularly. Please see the below Figure 3 for a depiction of the proposed project schedule.



Task Name	Duration	Start Date	End Date
Phase I: Preconstruction	92d	09/03/24	01/08/25
Award and Execute Contract (assumed date)	1d	09/03/24	09/03/24
Notice To Proceed #1	1d	09/04/24	09/04/24
Preconstruction Meeting	3d	09/09/24	09/10/24
IA: Proof of Concept Planning	86d	09/11/24	01/08/25
Complete BEACON Onboarding Paperwork	2d	09/11/24	09/12/24
Identify target IDA accounts	5d	09/11/24	09/17/24
Place order for Proof of Concept Materials	1d	09/11/24	09/11/24
Pre-Installation Survey	80d	09/18/24	01/08/25
Initiate Customer Communication Materials for POC	10d	09/11/24	09/24/24
Phase II: Proof of Concept	94d	09/12/24	01/21/25
II A: Installation and Implementation	63d	09/12/24	12/09/24
BEACON System Configuration	3d	09/12/24	09/16/24
Integrate BEACON software with billing system	60d	09/17/24	12/09/24
Receive Proof-of-Concept Materials	0	10/01/24	10/01/24
Training Phase 1	1d	10/02/24	10/02/24
Install Proof-of-Concept Accounts	25d	10/03/24	11/06/24
II B: Demonstration and Evaluation	78d	10/03/24	01/21/25
Evaluate Proof of Concept Deployment	60d	10/03/24	12/25/24
Training Phase 2	1d	11/07/24	11/07/24
Proof of Concept Closeout Meeting	1d	01/21/25	01/21/25
Notice To Proceed #2	0	01/21/25	01/21/25
Phase III: Preinstallation	301d	09/11/24	02/25/26
III A: Customer Communications/PR	71d	09/11/24	12/18/24
Develop Customer Communications/PR Strategy	20d	09/11/24	10/08/24
PSA Video Pre-Production	15d	10/09/24	10/29/24
PSA Packets (Mailers, Hangers, Bill Stuffers) Drafting	15d	10/09/24	10/29/24
PSA Video Production	30d	10/30/24	12/10/24
Approval of Customer Communication Materials	0	12/18/24	12/18/24
III B: Installation Planning	6d	10/14/24	10/18/24
Place orders for Full Deployment Materials (Meters, En	5d	10/14/24	10/18/24
Installations	266d	01/08/25	01/09/26
Deployment Planning	2d	01/17/25	01/21/25
Full Deployment Endpoint Installation Training	2d	01/22/25	01/23/25
BEACON Training	2d	04/18/25	04/21/25
Installations	284d	01/24/25	02/25/26
Phase IV: Project Completion and Closeout	44d	12/19/25	02/18/26
Substantial Completion Achieved	1d	12/19/25	12/19/26
Installation Punch List and RTU Cleanup	30d	12/22/25	01/21/26
Final AMI System Cleanup	10d	01/22/26	02/04/26
System Validation and Final Acceptance	10d	02/05/26	02/18/26
Completion Date	0	02/18/26	02/18/26

Figure 3: Preliminary Project Schedule

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3.2 Project Milestones

Within the Proposed Project Schedule presented in Section 3.1 are the following key milestones listed below. The list presented here is neither exhaustive nor final but serves to highlight the milestones that Badger Meter and its IP have identified based on experience as key in the progress of the schedule. Specific timing thereof will be agreed in the non- schedule refinement process post-award. Some of these milestones are tied to specific billing for services per the schedule of values bid by Badger Meter and are marked accordingly.

Table 6: Proposed Project Milestones

Milestone	Type	Summary	Related Billing
Kickoff Event	Meeting	Multi-day event with workshops and breakout sessions to review scope, educate stakeholders, introduce key personnel, plan for next steps, and build enthusiasm for the project.	Bonding, first month of project management, any mobilization fees, etc.
NTP1	Milestone	Formal notice to proceed with project work issued by the City.	
Interface Design	Workshop	Badger Meter-facilitated workshop to review data requirements for integration between BEACON and the Billing Vendor's system.	BEACON Engagement Fee & Billing Integration Costs
MMCO Design	Workshop	PVI and Badger Meter-facilitated workshop with the City to review interface between WOMS MMCO data and the City applicable Systems (which may include GIS, MDM, etc.). This session is not intended to review billing integration.	
Interface Test Planning	Workshop	Badger Meter-facilitated workshop to iterate use/test cases and other requirements for testing	
Deployment Planning	Workshop	Badger Meter and PVI facilitated workshop to review schedule, tools and procedures, QA/QC processes, installer training and identification processes, and outreach support during deployment	
Communication Planning	Workshop	Badger Meter-led workshop to review customer communication strategy and content. Can be conducted in tandem with the deployment planning workshop.	
Training	Training Sessions	Training sessions will be delivered based on the schedule and content agreed between the City and Badger Meter. Refer to Section 9 of this SOW for details.	Training sessions are billable upon delivery

Billing Integration Complete	Milestone	Defined by two (2) successful billing cycles with the BEACON system	
IDA Completion	Milestone	Completion of installations on specified accounts for the IDA and associated testing thereof	
NTP2	Milestone	Notice of acceptance of IDA deployment and authorization to proceed with full deployment	
Substantial Completion	Milestone	Given by the substantial completion of the full deployment activity and relevant testing	
Project Completion	Milestone	Realized upon completion of the project with system sign-off by the City	

3.3 Schedule Review and Update Plan

As noted in Section 3.1, the project schedule will be a living document. It will live in the project's document repository[6] and form a key project artifact as the project progresses. At a minimum, the schedule will be reviewed every thirty (30) calendar days or upon a milestone being reached (whichever is more regular) by project management personnel from Badger Meter, IP and the City. Should more frequent review and/or updating be required based on project conditions or by request of the City, this will be accommodated as is possible.

As a result of each schedule update session, the Badger Meter lead project manager will ensure the necessary amendments to the schedule are made and published to the project document repository.

[6] Refer to Section 5 for proposed project document control plan.

4 Project Quality Control Plan

4.1 Badger Meter Product and Processes

Badger Meter prides itself on delivering the highest possible degree of project quality. For Badger Meter, quality begins in the factory where the meters and endpoints will be manufactured. These facilities are all International Standards Organization (ISO) certified to ISO 9001 standards. Each meter manufactured by Badger Meter is tested before shipment for accuracy, and these test results will be provided upon shipment to the City via a meter certification file.

To ensure that installation conditions of the product(s) to be deployed are within expected tolerances and that the product(s) can perform to their standards, training will be offered to installers as part of the Project. Refer to Section 9 for a detailed training plan.

4.2 Installation Data

PVI will be responsible for the proactive management of all project installation data via an electronic management system with automated error-checking. The installation partner is also responsible for the prevention, identification and/or remediation of any data errors that do occur. As such, there will be a quarantine period for installation data to permit QC work to be performed before said data is passed via the MMCO process to the City's systems. The installation data reported for this project will include (but is not limited to):

1. Serial Number of removed meter (in replacement scenario) or verification of existing serial number (in a retrofit situation).
2. Serial numbers for new meter and/or endpoint.
3. GPS coordinates of installation location[7].
4. Account information (the City's account number, address, account name, etc).
5. Time of installation.
6. Final read of old meter (including image).
7. Any installation notes.
8. If skipped or returned to utility, documentation of reason for incomplete installation.

If any of this data is corrupt, incomplete, or inaccurate, it will be identified by PVI in their QC process and will be corrected before the data is accepted and the installation can be approved.

4.3 Installation Work

The priority of the IP and Badger Meter in the execution of all project installations is a minimal disruption to the customers of the City. To achieve this goal and deliver quality installations, the following steps will be taken.

1. All Badger Meter products will be installed according to their respective installation manual, which will be provided to the installers.

[7] GPS capture included in this scope of work is sub-meter in accuracy.

2. All meter installation crews will be trained on the products to be installed prior to installation commencing.
3. New installers will have their work 100% physically audited for the first three (3) days after their training is complete. All installers will have a percentage of their work physically audited during the project (typically one to five percent)
4. 100% of installations will be audited via review of the photographs taken during installation.
5. Customers to receive an installation will be notified per the customer communication plan laid out in Section 6.
6. The installers will reasonably restore the customer's property to its original appearance after work is complete and will document the restoration with before and after photos.
7. Installation contractors will verify communication between an installed endpoint and the BEACON system during their quality control checks, and endpoints that fail to communicate will be remediated as part of the standard QC procedure.
    i) The City BEACON administrator will grant access to Badger Meter installation and quality control personnel to BEACON during the deployment period to facilitate this quality check.

4.3.1 Customer Complaint and Support Procedure

During the course of the project, PVI will make available a dedicated phone number, which will be included on customer notification and communication materials. This service is not intended to, nor will it, supplant any existing customer service infrastructure the City may have in place. This phone number will be available 24 hours per day. Response times to customer issues will be completed pursuant to Assumption 2 in Section 1.6.4. Customer issues will be classified into two principal categories.

- High Urgency (e.g. No Water). The expectation for a high-urgency issue is that an on-site response will be provided within one hour during business hours and as soon as possible in off hours.
- Low Urgency (e.g. issues with landscape restoration). Low urgency issues will be resolved on the next installation day.

If a customer is not satisfied with the service provided by an installer or the resolution of an identified issue, the following escalation path is proposed:

- PVI On-Site Superintendent
- PVI Construction/Project Manager
- Badger Meter Project Manager
- Badger Meter TK-Ops Manager
- Badger Meter Project Sponsors

A log of all customer complaints and their resolutions will be kept by PVI and made available to the City.

4.4 Professional Services

Similarly, the professional services (e.g. project management, training, software integration, etc.) proposed by Badger Meter to support the City's project will be of the highest quality. Badger

Meter will supply suitably trained and qualified staff for the project. However, if the City is unsatisfied with the services rendered, the following escalation path is proposed to facilitate a resolution.

- Badger Meter Project Manager
- Badger Meter TK-Ops Manager
- Badger Meter Functional/Area Manager
- Badger Meter Project Sponsors

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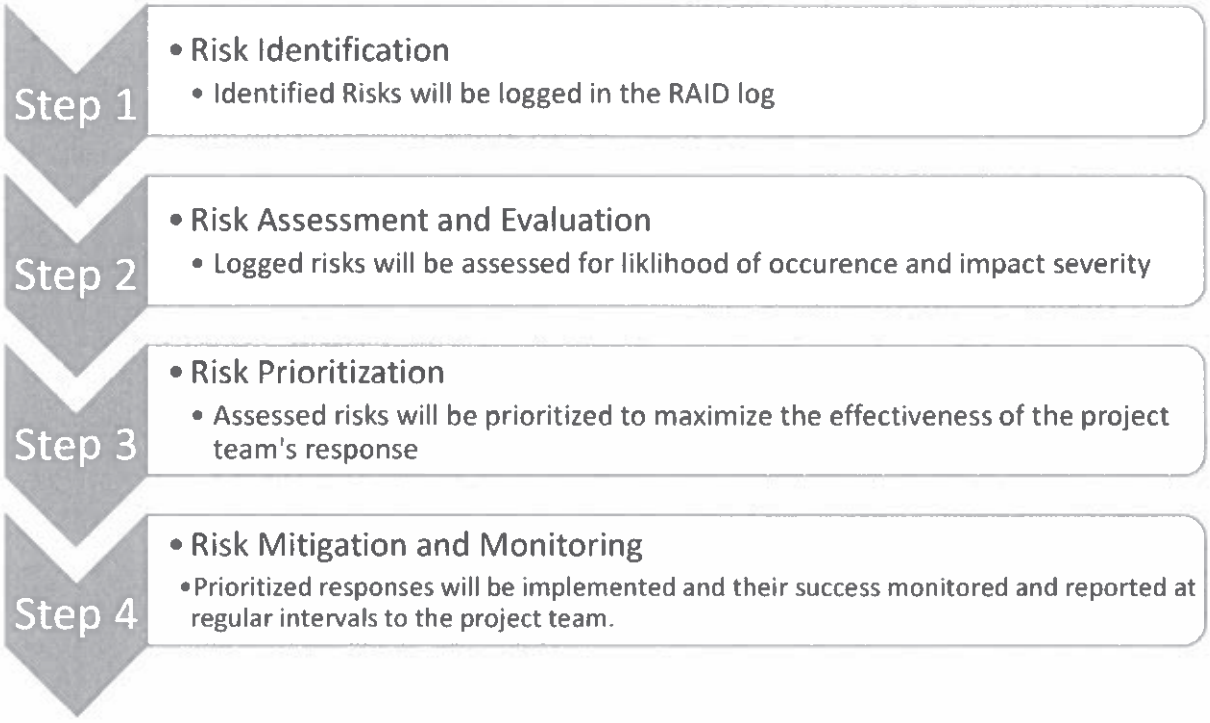
5 Risk Management Plan

All projects are subject to some risk. These risks are events or conditions whose occurrence has the potential to impact a project (that impact could be positive or negative). Risk management is the process by which these risks are identified, logged, assessed, and responded to. The risk management plan that Badger Meter's lead project manager will follow on this project is presented in the figure below, and generally takes the format outlined in the following subsections.

Figure 4: Proposed Risk Management Plan



5.1 Risk Identification

All project team members are empowered to identify potential risks and are in fact encouraged to air concerns about potential risks as early as possible to allow maximum runway for mitigation. Once a potential risk is identified, it will be evaluated by the project team and any other appropriate stakeholders to determine if it is indeed a risk. The evaluation will consider environmental factors, organizational factors and culture, and the project plan. The risk's impact on deliverables, assumptions, constraints, cost, time, resources, and other factors will be considered.

Identified risks will be housed in the project RAID log[8], which will in turn be housed in the project information repository. The RAID log will be reviewed at regular intervals to monitor the progress of risks and/or risk mitigation efforts.

Some risks to a project are inherently impossible to predict with accuracy. These risks may include acts of God, war or conflict, natural disaster, acts of terrorism, third-party criminal acts, riot or civil disturbance, labor disruptions, healthcare emergency; operation or change of statutes, laws, rules, regulations, codes, or rulings of court or governmental agency, or other such causes that are beyond the control of Badger Meter. Neither Badger Meter nor its partners shall be responsible for default in the performance of their obligations under this contract that are caused by these risks herein enumerated.

5.2 Risk Analysis and Prioritization

All risks that are identified will be analyzed based on likelihood of occurrence and significance of impact. Those risks which are the highest on the likelihood/impact scale will be addressed first, while less likely and/or less impactful risks will be prioritized accordingly.

5.3 Project RAID Log

The RAID (Risk, Actions, Issues, and Decisions) log is an essential project management artifact. It will be housed in the project document repository and, like the project schedule, will be a living document that is reviewed and updated consistently. The level of detail for the RAID log will be agreed to by the project parties during its initial implementation.

The general scope of the RAID log in the context of risk management is to identify and centralize the following information:

- Identified Risks
- Triggers of said risks
- Probability of risk occurrence
- Impact of a risk upon occurrence
- Prioritization of risks
- Mitigation strategies
- Owner/Responsible party

If a risk that was identified in the risk log does occur, it is transferred to the issue log with an accountable party and monitored as an issue to be resolved through the project's execution.

The RAID log will be reviewed at regular intervals to ensure that its information is current and applicable. A final review will be conducted at project close to both document lessons learned

[8] See Section 5.3

(for risks that occurred or were successfully prevented from occurring) and to accurately transfer outstanding issues and risks to the operations team.

5.4 Project Document Control

Given the importance of this project to the City, a logical and functional document control plan will be in place. In the experience of Badger Meter, it is most beneficial when the project document repository is owned by the utility. Microsoft SharePoint, Dropbox, or any other widely used cloud storage platform have been adopted with success in AMI deployments. Badger Meter will maintain and administer the project library during project execution and will coordinate the turnover of that data at project closeout.

The precise document control plan will be agreed to during pre-construction. Some key elements of this plan may include:

1. Document-level revision and versioning logs to indicate the time of update, updating party, and notes on content changes.
2. Defining a list of document templates and making them available on the project library to increase cohesiveness of project documentation.
3. Defining and enforcing naming conventions for documents.
4. Defining and enforcing user roles on document storage sites to restrict editing permissions to only those who need them.
5. Use of a system that is backed up regularly to prevent document data loss.
6. Preferring static document sharing (such as via SharePoint shareable links) to emailing documents.

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

6 Project Deployment Plan

6.1 Ordering of Equipment and Materials

Badger Meter will be primarily responsible for monitoring lead times and the ordering strategy for certain materials for the Project, in conjunction with the City project manager(s). These materials include: (i) meters, (ii) endpoints, (iii) meter pit lids, and (iv) certain other ancillary equipment that may be needed as agreed to in writing between Badger Meter and the City (the "Materials"). After the project schedule is agreed to, Badger Meter and its IP will analyze projected installation rates and survey data (see Section 6.3) to determine quantities of Materials that will be needed for the project and the material ordering plan. Sufficient materials will be ordered to facilitate the agreed installation rates. As a best practice, the parties will attempt to maintain sufficient inventory on hand based on actual production rates. The parties will agree to the specific threshold during preconstruction planning – generally, Badger Meter sees at least thirty (30) calendar days as a threshold for appropriateness. Based on the projected timeline of installations, roughly 1,160 installations per month during the full deployment period will be the expected production rate. Badger Meter will consult the City and the City shall have approval over the ordering plan before orders are placed. The material ordering plan will be subject to price escalations in line with the escalation laid out in Badger Meter's response to the proposal.

Monthly, or at an alternate frequency mutually agreed upon, the plan shall be reviewed by the City's project manager(s) and Badger Meter to ensure that it remains on schedule and adequate for project needs.

6.2 Inventory Management Plan

Badger Meter shall invoice for product upon shipment, whereupon the title for said product will be passed to the City. Product will be received and stored at the project warehouse facility, operated by PVI at the site made available by the City, subject to Assumption 4 in Section 1.6.2 previously. Badger Meter will direct PVI to implement an inventory management plan that aligns with best practices, which may include:

1. Operate a warehouse of suitable size to house the project's inventory needs, and with appropriate security features to ensure inventory control.
2. Receive, count, and quarantine deliveries of Badger Meter product as necessary.
3. Record serial numbers of received inventory into the WOMS upon delivery to permit the City to access inventory records via the digital WOMS platform.
4. Verify the count and condition of deliveries against the packing slip/bill of lading and promptly report variance or damage to Badger Meter for remediation.
5. Utilize barcode scanning to prevent data entry errors in serial numbers.
6. Issue stock of product daily to field installation technicians (logging product out) in a "first-in, first-out" fashion.
7. Reconcile inventory returned to the warehouse nightly against installation records to ensure no inventory is lost in the field.

8. Perform a weekly physical count and reconciliation of warehouse stock against receiving records and installation records.
9. Maintain inventory of removed meters and materials from installations in a secure and quarantined location for return pursuant to an agreed schedule with the City. All Removed Materials will remain property of the City.
    i) The City may designate an alternate area for storage of the Removed Materials.

6.3 Pre-installation Service Area Survey

In the experience of Badger Meter, one of the most advantageous actions to take during an AMI deployment is a pre-installation survey. This is a crucial step that is often not considered when planning a project, but which has immense benefit. The purpose of the pre-installation survey is to capitalize on the opportunity to gather actionable data of the City's service footprint. This data will examine the accounts in the City's territory, locate the meters within the project scope, and gather information about the installation conditions that will be encountered. Performing the survey as laid out in this Section significantly reduces the number of accounts designated RTU due to location issues and can allow for proactive remediation of plumbing, landscaping, access constraints, or other issues that could delay installation work. Pricing for the Pre-installation Service Area Survey is included in the proposal.

The survey will be approached as follows:

1. Survey crews will deploy to the City's service territory between 30 and 45 days from the first NTP.
2. The specific cycles and/or routes to be surveyed can be coordinated with the City's read schedule to minimize disruption to operations.
3. Surveyors will spend no more than five (5) minutes at an address attempting to locate a meter. Accounts that are unable to be located within that timeframe will be returned to the City for assistance with locations. For these returned accounts, a surveyor will be made available to return to the location and complete the survey after location.
4. The data collected during the survey shall include the following items:
    - Identification (manufacturer and material) and dimensionality of existing boxes and lids
    - Condition and substrate of existing boxes and lid
    - Identification (manufacturer, model, and serial) of existing meter (and endpoint if present)
    - Assessment of installation-impacting conditions (e.g. overgrown roots in meter box, flooded meter box, visible leak, or plumbing irregularity)
5. If the meter pit is filled with soil, sand, or water upon arrival, it will be marked as such. The meter installation team will remediate the situation contemporaneously with the installation or retrofit of the meter.

6. During the course of the survey, up to six (6) photos may be taken of the box, lid, meter, and immediate surroundings. If additional photos are desired, they can be taken for an additional fee (an estimate for which can be provided upon request).
    - Survey photos will be provided to the City at a cadence agreed to post-award.
7. Survey data will be aggregated into an excel or similar format and provided to the City at regular intervals. The final compilation of survey data will be provided at the conclusion of the survey.

6.4 Initial Deployment Area (IDA)

As a functional test of the system, procedures, and other elements of the project plan, an initial deployment area will be defined and installed. This installation will serve as a 'dry run' of the planned procedures for the full deployment, and as such will substantially mirror the full deployment plan.

6.4.1 IDA Scope of Work

The IDA for the City will encompass a minimum of 100 meters. These meters will be identified with the assistance and collaboration of the City so as to provide a representative sample of the meter sizes and locations in the service territory. These installations will follow the same procedures laid out in Section 6.5 below as pertain to customer notification and installation procedures. However, as the IDA installations may not be confined to a single route, they by necessity may not follow the planned route release and completion structure prescribed for full deployment.

Additionally, the requisite integrations between and among the WOMS, BEACON and the City's Billing Vendor will be workshopped, deployed, and tested during this phase so as to prove their concept. For details on the proposed software integrations, refer to Section 7 of this SOW.

Certain key elements of the system may require initial training sessions be provided to the City personnel in order to facilitate their use and evaluation of the system. These sessions will be agreed to as to timing and content between Badger Meter and the City in compliance with the overall training plan for this project as laid out in Section 9 of this SOW.

6.4.2 IDA Procurement

Once the approximately 100 accounts comprising the IDA are identified, they will be prioritized for surveying (refer to the preceding Section 6.3). Once the survey information is gathered, the requisite Materials will be placed on order in accordance with the material ordering plan and their estimated lead times advised. The delivery schedule for these products will be monitored and presented in the fashion prescribed previously in Section 6.1.

6.4.3 IDA Material Handling and Storage

Materials for the IDA will be stored and staged at an existing PVI facility. At this facility, the inventory will be held in compliance with the inventory management plan laid out in Section 6.2.

Removed Materials during the IDA will be returned to the City at a location to be identified by the City prior to mobilization for the IDA.

6.4.4 IDA Evaluation Period

The 100 installations are estimated to take approximately thirty (30) calendar days The overall IDA period will include ninety (90) to one hundred and twenty (120) calendar days for integration work, communications planning, and other such necessary precursor elements to evaluate the full deployment plan during the IDA. For more details, refer to the tentative schedule presented previously in Section 3.

6.4.5 IDA Acceptance Criteria

The IDA is intended to serve as a demonstration of system functionality. The following objectives of the IDA shall serve as evaluation criteria for the conclusion of the IDA and progression to full deployment:

1. Verification of all installations completed and inspected by the City
2. Verification of all endpoints communicating within the agreed performance margin
3. Completion of required software integrations and associated testing plans, as specified in Section 7
4. Completion of the training sessions designated in Section 9 to be performed during the IDA
5. Successful execution of a billing process using the system by the City
6. Other criteria as mutually agreed

6.5 Full Deployment

Full deployment will substantially mirror the IDA, as the latter is a test of the former's planned procedures. The procedures herein will detail the expected approach for the meter and endpoint installations necessary to complete the project. Deployment planning workshops during the pre-construction phase will allow the City to review and become familiar with these procedures and provide an opportunity to make reasonable alterations thereto to best suit the needs of the project.

The number of crews deployed for installation will be reported by Badger Meter and its IP to the City as part of the planning process and will be monitored on an ongoing basis to ensure appropriate staffing levels are maintained throughout the project.

6.5.1 Outdoor-Set Meter Installation

For meters less than or equal to 2" in size, outdoor set meter installations will follow the following procedure.

1. All Badger Meter products will be installed in accordance with the appropriate installation manual.

2. For any meter exchange where water service to a resident may be interrupted, the installation crew will knock on the resident's door prior to beginning work to provide them notice that their water service may be interrupted for a brief period.
    i) Should the resident be actively using water (e.g. running the dishwasher or washing machine), the installers shall set a time to return to that resident and complete the installation in a manner that minimizes impact to the resident.
    ii) If the resident does not answer the door, the installer shall approach the meter pit and examine the register to determine if it shows consumption.
    iii) If consumption is found, the resident is assumed to be using water or have an active upstream leak. A door hanger will be left that an attempt was made but the installation could not be completed, and the installers will make another attempt at a later date.
    iv) If no consumption is found, then the installer will proceed.
    v) If the meter pit is inaccessible (e.g. in a scenario where a vehicle is parked over the pit), a door hanger will be left indicating the attempt was made and the installer will come back at another time.
3. The installer will examine the meter pit to determine if installation can be completed.
4. Survey data gathered in the pre-installation survey will help minimize RTU accounts during full deployment but cannot eliminate it entirely.
5. If the meter box is damaged, work will not proceed and the account will be designated as UIR. The City will be notified of the damage and provided photos documenting the situation.
    i) The City may, at its option, direct Badger Meter to replace the box for the price proposed on Line 83 of the SOV, or opt to replace the box itself.
6. If the meter pit was identified as flooded or covered by dirt, such obstacles will be removed during installation.
7. If the meter setting and surrounding plumbing/valves is visibly defective or damaged such that there is reasonable confidence that damage will be exacerbated by an installation, work will not proceed. Photos will be taken to document the condition, and the account will be designated UIR.
8. If there are plumbing irregularities (e.g. meter installed backwards, disconnected, by-passed, etc.), work will not proceed, and the account will be designated UIR.
9. In such cases where deliberate tamper or intentional theft of service is identified, pictures will be taken and the account will be designated RTU.
10. The installer will locate a shut-off valve (curb stop) to temporarily turn off service for the installation. If no curb-stop can be located, work will not proceed. If the curb-stop is nonfunctional or broken, work will not proceed and the account will be designated UIR.
    i) If the installer finds that an account is in an off state at the curb stop upon arrival, work will proceed. The account will be left in the same state it was found (i.e., water will be left off if it was found off). This may preclude a line from being flushed.
11. The installer will perform scratch or magnet testing of the service lines within the meter pit and log the results in NIMS.
12. The existing meter will be removed and replaced with a new meter. Consumable items, such as washers, gaskets, nuts and bolts, are included in the meter exchange pricing. Additional plumbing components will be priced and included as needed.

i) Any ancillary parts furnished to complete an installation are subject to approval by the City. Post-award, specifications for same will be provided.

13. The new endpoint will be connected to the meter and mounted per the procedure for endpoint installation laid out in Section 6.5.2.
14. Photographs will be taken during this process, which will include:

- Preinstall condition.
- Post-install condition.
- Old meter reading.
- Preinstall valve position.
- Post-install valve position.
- Flow direction indicator (arrow) on new meter.
- Barcode labels (for serial number capture).
- Restoration of area to original state.

15. The installer will restore water service (if service was on upon arrival) by opening the curb-stop. Upon restoration of service, the installer will attempt to flush the service line using an external hose bib or spigot to remove air and incidental debris.
    i) If no such device exists, the installer will knock on the door and ask the resident to open the bathtub tap to flush the line.
    ii) If the resident is not home, the line will not be flushed, and water will be left off. A note will be made on the door hanger indicating that water is off with instructions to call the installation partner for restoration of service upon the resident's return.
16. A door hanger will be left notifying the resident that the exchange has been completed. The door hanger will have contact information should the customer have questions or concerns about their installation.

6.5.2 Outdoor-Set Endpoint Installation Procedure

All Badger Meter products will be installed in accordance with Badger Meter's installation manuals. These manuals will be provided to all installers prior to commencing installation work in addition to any installation training that is to be provided. For endpoint installation, best practices include the following:

1. Work orders for endpoint installation will be dispatched via NIMS to ensure the work is performed at the correct account and to facilitate tracking of installation records.
2. Endpoints will be mounted through a composite, RF-friendly pit lid (in outdoor applications). This may necessitate a lid change-out in some scenarios.
    i) The endpoint will be mounted using Badger Meter's top cap and lock nut to ensure a secure fit.
    ii) Where possible, holes will be drilled in existing lids to permit the endpoint to be installed.
3. In outdoor applications without a pit lid (generally for larger meters), the endpoint shall be installed using a mounting bracket.

4. Endpoints should be installed away from large metal objects to maximize radio-frequency (RF) signal propagation. In vault applications, a non-metal vault lid kit may be installed through a hole drilled by the installation partner, or a 'buddy box' may be used.
5. Endpoints will be activated using the ORION Activation Tool to verify their function and communication with the network.
6. Endpoint serial numbers will be recorded electronically into the WOMS.
7. After installation, the endpoint will be monitored to confirm communication to BEACON.

6.5.3 Retrofit Installation Procedure

In a scenario where a register is to be retrofitted onto an existing meter to permit its communication with the AMI system without a full meter exchange being performed, the same provisions from Section 6.5.2 apply to the endpoint installation. Additionally, the following steps will be taken as part of a retrofit.

1. All Badger Meter products will be installed in accordance with their installation manual(s).
2. Work orders for retrofits will be dispatched via an electronic WOMS to ensure work is performed at the correct location and to facilitate tracking of installation records.
3. Upon arrival, installation crews will validate that the serial number and address of the meter in place match the expected meter serial number and address on the work order.
    i) Serial number data will be gathered as part of the pre-installation survey (refer to 6.3)
    ii) If the meter on location differs from the specification expected and the provided retrofit encoder is incompatible with it, the account will be designed UIR.
4. The following digital photographs will be taken as part of the retrofit:
    - Old meter in place
    - Surrounding area of original meter
    - Old register reading.
    - Old register serial number.
    - New register installed.
    - New register serial number.
    - New register start read.
    - New endpoint serial number.
    - Photo post-installation indicating site restoration to original state.
5. The existing register will be removed and the new register will be installed.
6. The installer will perform scratch and/or magnet testing of the service lines accessible within the meter pit and log results in NIMS.
7. The new register will be connected to the endpoint.
8. The endpoint will be activated using the ORION activation tool

6.5.4 Large Meter (>2") Installation Procedure

Generally, large meters are associated with commercial accounts that have water usage needs that differ from residential accounts. As such, all large meters will be contacted directly by the installer to schedule an appointment for the meter exchange to prevent water-service interruption

from disrupting commercial operations. At times, this may necessitate after-hours or weekend work, which will be provided at no additional cost for these appointments. Larger meters that have bypass functionality set up such that they can be exchanged without interrupting service may not have the same appointment requirements. The large meter installation procedure is as follows:

1. All Badger Meter products will be installed in compliance with the relevant installation manual(s).
2. Given that all commercial customers will be scheduled, the installer will reach out to the identified point of contact for the account to confirm that the scheduled change-out appointment is still suitable via the call center and/or in person visits as applicable.
3. Upon arrival, the installers will inspect the pipe condition of the installation and determine if installation can proceed.

    - If the meter setting and surrounding plumbing/valves is visibly defective or damaged such that there is reasonable confidence that damage will be exacerbated by an installation, work will not proceed. Photos will be taken to document the condition, and the account will be designated UIR.

4. If a by-pass is present, it will be utilized to permit water service to continue for the customer during the exchange.

    - If no by-pass is present, water service will be shut off using the appropriate valve. If the valve is damaged to the point where water cannot safely be shut off without damaging the valve, piping, or meter, work will not proceed and the account will be designated UIR.

5. The meter will be exchanged. Ancillary items such as bolts and gaskets will be exchanged for new material. If additional material (i.e. ground clamps, support brackets, or large valves) are required for the successful completion of an exchange, the City may provide and install these materials, or the procedure in Section 6.5.11 will be followed to agree a price for them.
6. The endpoint will be installed per the endpoint installation procedure specified in Section 6.5.2
7. Photographs will be taken during this process, which will include:

    - Preinstall condition.
    - Post-install condition.
    - Old meter reading
    - Preinstall valve position.
    - Post-install valve position.
    - Flow direction indicator (arrow) on new meter.
    - Barcode labels (for serial number capture).
    - Restoration of area to original state.

8. The installer will coordinate flushing the line with the point of contact on the account.

6.5.5 Vault-Set Meter Installation

It is assumed that only large (3" and larger) meters will be in vaults. Work in vaults that are not classified as an OSHA-defined confined space is included in the proposal and will follow the procedure in 6.5.4. Any defined, permit-required confined space will be evaluated on a case-by-case basis and will be priced in accordance with Section 6.5.11.

6.5.6 Installation Data Collection

The installer will use NIMS both to dispatch and manage work orders and to record the data. Each procedure laid out in the preceding sections details the specific photographs which will be captured for readings and serial numbers of both new and old meters and endpoints. Additional data collected will include:

1. Material number of the City for installed materials (if provided/required)
2. Installation notes
3. GPS coordinates
4. Installation time
5. Pipe type information
6. Any reason that an account was returned to the utility or otherwise not completed.

All installation data collected will be subject to the quality control plan detailed previously in Section 4 of this document. Installation data that passes quality control will be reported in a file format compatible with automatic ingestion for the City billing software at a frequency agreed by the project parties.

Installation data will be compiled and sent as a backup copy to the City upon project completion and will be retained by the installer for an agreed period for additional redundancy.

6.5.7 Installer Identification and Qualification

All installation technicians shall be suitably skilled and experienced with AMI deployments to support the project. A roster of installers shall be maintained by Badger Meter and PVI which shall include:

1. Name.
2. Copies of photo identification.
3. Copies of relevant background check information[9].
4. Vehicle information (Make/Model/Plate).
5. Other information required by the City.

[9] Background check information will detail what was checked and cleared, not the full details of the background check for privacy.

Installers will wear a branded, standardized uniform making it easy to identify the installers as part of the project. At the request of the City, badge hangers or other identification of the installers as authorized contractors can be included.

The opportunity for the City to review and recommend changes to dress codes, badging, vehicle tags, and other installer identification prior to deployment will be available.

6.5.8 Route/Cycle Release Procedure

To meet the schedule expectations of the project, the procedure to release routes for production needs to be agreed to and upheld. It is a requirement that multiple routes be worked simultaneously (at minimum, two (2) routes) so that the installation teams may operate efficiently. To support this objective, the following steps will be taken.

1. The first routes for work shall be released a minimum of thirty (30) calendar days prior to work commencing. Subsequent route releases should be scheduled and planned in advance such that they can be immediately or near-immediately available upon the substantial completion of a preceding route.
2. Installation progress and percentage complete within a route shall be available via the WOMS portal for the City and all project parties to monitor.
3. When a cycle or route reaches 85% completion, a summary of the open work on that cycle or route will be presented at the next team meeting. Accounts designated UIR will be reviewed and a plan for their remediation agreed, otherwise they will be removed from scope.
4. Once the open accounts are reviewed, the estimated date of substantial completion for the route/cycle will be identified based on installation rates and project conditions.
5. This procedure will be evaluated regularly and may be modified by the project team to better suit project conditions if necessary.

6.5.9 Customer Notification Procedure

Customer notification for all in-scope accounts will be managed in the following manner:

1. Based on the route/cycle release procedure defined above, the route schedule will be identified.
2. At least one (1) week prior to work commencing on a route, a notification will be sent to the customers on that route informing them of the upcoming change-out.
    i) The form and content of this notification will be agreed to during the communication development phase of the project and will be approved by the City before use
3. The notification will include a request to contact the installer to schedule an appointment if the customer has an indoor-set meter, access constraints, or special needs for uninterrupted water service.
    i) When possible and reasonable, appointments shall be made within a 2-hour window for customer convenience.
    ii) Changes to scheduled appointments will be communicated, when possible, at least one (1) day prior.

4. All contact with the customer will be documented, including customer name, account number, address, time of communication, method of communication, contacting party, returned mail (if applicable), and the name of the customer spoken to (if applicable).
5. If a customer refuses an installation, the account will be designated UIR
6. When installers arrive at a customer's location for a change out, they will knock on the door to inform the customer the work will be occurring, following the procedures laid out previously in this SOW.
7. A door hanger will also be left upon an attempt indicating successful completion or requesting follow up from the customer.

6.5.10 Conditional Acceptance

To facilitate timely invoicing and payment of installation work on the project, the procedure below for conditional acceptance of installations will be followed. Conditional acceptance is solely an administrative and procedural step to permit the flow of invoicing processes to proceed. It does not relieve Badger Meter or its IP from their responsibility to correct deficiencies if they are identified within the warranty period of that installation.

Installation labor will only be invoiced to the City for completed installations that have been inspected and accepted. If, however, after a period of five (5) business days from the completion of an installation and the transmission of the installation data to the City to inspect and/or test installations, no results are communicated to Badger Meter due to delay in performing the testing by parties other than Badger Meter and its IP, the account(s) in question will be deemed 'conditionally accepted' and submitted for payment pursuant to the process laid out in Section 10 of this SOW.

6.5.11 Additional Work

Installations of new meters and endpoints in support of the project are assumed to be like-for-like and are thus assumed not to require substantial ancillary work. However, situations may arise where such work is necessary, for example, upon inspection of a meter, either during the pre-installation survey or while performing installation work (e.g., the curb stop is broken). Prior to any such work being performed, the following procedure will be followed.

1. The technician will photograph the conditions that require the corrective work and transmit them via the foreman/supervisor for the installers to the Badger Meter project management team.
2. The Badger Meter lead project manager will review the additional items included in the contract and determine if a price for the work has previously been agreed.

If a price has been agreed, the Badger Meter lead project manager will solicit approval in writing from the City project manager to execute the work at the approved price.
If no price has been agreed, the Badger Meter lead project manager will prepare an estimate for the work and submit it to the City project manager for review and approval pursuant to the change management process laid out in Section 8 of this SOW.

3. The project manager for the City will review the documentation and approve or reject the additional work. In situations where the work is approved, it will be performed and submitted for payment when the relevant installation labor is approved. In situations where it is rejected, the account will be designated as UIR or RTU as appropriate for the City to correct or self-perform the additional work.

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

7 Project Software Deployment and Integration

As part of the preparation for both the IDA and full deployment, the initial setup and testing of the software interfaces that will support the project must be iterated, tested, and aligned on by the project parties. As specified previously, there are certain key precursors that the City must meet in order to facilitate the work characterized in this section proceeding. Refer to Section 1.6.5, previously, for these details. Related to this interface development may be training of City staff – this will be characterized subsequent in Section 9 of this document. For purposes of this section, references to "BEACON customer" means the City.

7.1 BEACON and EyeOnWater Customer Portal

The BEACON software platform, as a native part of its functionality, provides our customer engagement portal, EyeOnWater. This portal includes online access via a web portal as well as a smartphone application for both iOS and Android that provides usage information to the water utility customer. Given that EyeOnWater is a native element of the BEACON platform, no additional integration is required to deploy it.

7.2 Facilitated Interfaces

7.2.1 Mass-Meter Change Out (MMCO) File

The MMCO file is a file that is generated by the installation partner that is provided to the City and its billing vendor, Tyler Munis, in a format agreed upon in the relevant workshop (refer to the milestone chart in Section 3.2). It is imperative for successful system integration that the data passed in this file is accurate both at the time of transmission (the responsibility for which rests with the installation partner subject to the QC plan in Section 4 of this SOW), and at the time of ingestion (the responsibility for which rests with Tyler Munis). The Badger Meter interface team and project management team will facilitate the interface workshop to develop the MMCO file and provide guidance where necessary, but the ultimate responsibility for completing this interface rests with PVI, Tyler Munis, and the City.

7.2.1.1 MMCO Assumptions and Services Not Included

- Badger Meter is only responsible for assistance in scheduling the interface workshop and for providing guidance to the parties related to the MMCO file. The ultimate responsibility for completing this interface rests with the IP, the Billing Vendor, and the City.
- Badger Meter will not be creating the file and will not be responsible for ensuring correct formatting for ingestion by the Billing Vendor.

7.2.2 Standard Billing Integration

A billing integration is necessary for any BEACON customer to configure the data transfer between BEACON and the BEACON customer's billing system to support meter-to-cash operations. This is the effort to load the "Accounts and Assets" data into BEACON and provide the BEACON customer or BEACON customer's billing vendor with the billing reads information.

7.2.2.1 Services Included in Standard Billing Integration

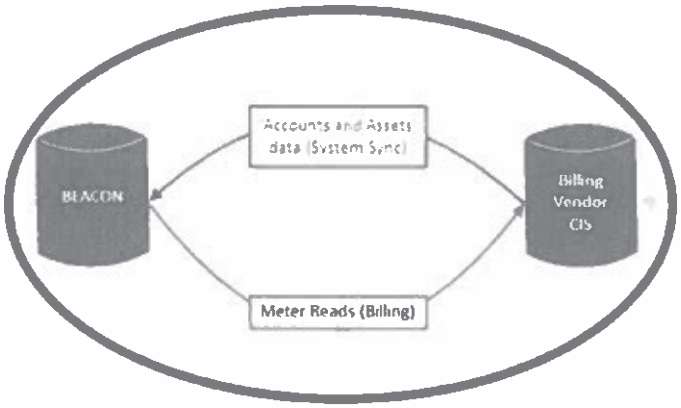


Figure 5: Standard Billing Integration Scope

- Iterative review and troubleshooting of the "Accounts and Assets" file (a/k/a the BEACON Import file, System Sync File, or Meter Provisioning File). The process of iterative review and troubleshooting as applied to this file is considered a fixed bid amount.
- Formatting of the Billing Reads data to fit the BEACON customer's billing system requirements. This process may also be iterative and is also considered a fixed bid.
- API Request configuration assistance for development of requests to *only* the BEACON ../import and ../read API endpoints. Assistance with other API requests is not in the scope of standard billing integrations.

7.2.2.2 Standard Billing Integration Assumptions and Services Not Included

- The BEACON customer or BEACON customer's billing vendor must provide a delimited file with headers matching the latest BEACON billing integration specification file.
- Upon receipt of the "Accounts and Assets" file, the Badger Meter BEACON interface analyst will review the file and detail any corrections which need to be made. The Badger Meter BEACON interface analyst will normally detail any required corrections within 1-2 business days but must communicate required corrections within ten (10) business days of receiving the "Accounts and Assets" file.

  - The BEACON customer or BEACON customer's billing vendor must make these corrections and provide a new file within ten (10) business days of being notified.
  - This is expected to be an iterative process.
  - Once all corrections are made, the Badger Meter BEACON interface analyst will approve the file.
- After the "Accounts and Assets" file is approved, the Badger Meter BEACON interface analyst will create a billing reads file and provide it to the BEACON customer or the BEACON customer's billing vendor for review.
  - Both BEACON reports and the BEACON ../read API have robust capabilities to choose and order fields within the report. However, the billing reads report must fit a possible specification in the publicly documented BEACON help wiki. Any changes necessary within the billing system to import the billing reads data outside the capabilities in the BEACON public help website will be the responsibility of the BEACON customer or BEACON customer's billing vendor.
  - As with the "Accounts and Assets" file, an iterative review process can be expected. The BEACON customer or BEACON customer's billing vendor has two (2) weeks to review and provide feedback or change requests. The Badger Meter BEACON interface team will make these changes and provide a new file, normally within 1-2 business days but absolutely within ten (10) business days of being notified of changes requested. After each billing reads file iteration, the BEACON customer or BEACON customer's billing vendor will have a chance to review.
- Fifteen (15) business days after the Badger Meter BEACON interface team provides the last file iteration, the billing reads file is assumed to be correct and the interface project will be closed.
  - Further changes to the billing reads file after the interface project is closed may incur additional fees for interface modification.
- Upon the BEACON interface team's approval of the BEACON customer's "Account and Assets" file, the BEACON customer has ten (10) business days to complete the API Request Configuration. After that, another purchase order must be submitted for the BEACON team to assist with API Request Configuration. For this included "API Request Configuration Assistance", or for any separately purchased "API Request Configuration Assistance", these terms apply:
  - Data transfer methodology must adhere to publicly documented BEACON APIs. No other forms of data transfer are supported.
  - The BEACON customer must provide knowledgeable resources to build the BEACON API requests. Training on web service fundamentals is not in scope for the API Request Configuration Assistance Professional Services hours.
  - The BEACON customer is expected to understand hardware and environment requirements for making API requests. If the BEACON customer or BEACON customer's billing vendor does not have the capability to make such requests, any charges associated with adding this capability will be the responsibility of the BEACON customer.

  - The Badger Meter BEACON interface team will help the BEACON customer troubleshoot the requests and understand the API responses, interpret datasets, and explain BEACON functionality, but cannot assist with or describe the functionality of any non-BEACON systems.
  - The BEACON interface team cannot assist with loading data into a non-BEACON system.
  - Maintenance is not included after the ten (10) business day period. Support for API requests is not provided by the BEACON helpdesk. If something changes on the side of the BEACON customer and the request fails, a new "API Request Configuration Assistance" order must be made to engage the Badger Meter BEACON interface team.
  - Prior to the order being placed, a 30-minute discovery call may be provided to diagnose the issue and expedite resolution.
  - Only the BEACON ../import and ../read API endpoints are in scope for a billing integration. Discussion of other endpoints requires a different purchase order.
- Data must be transferred in one of the formats supported by BEACON as defined in the publicly available BEACON help documentation.
  - Data transfer methodology is either a manual "drag-and-drop" file transfer between BEACON and the billing system or implementation of the publicly documented BEACON APIs.
  - If the BEACON customer would like to implement an alternate data transfer methodology, the Badger Meter BEACON software services team may facilitate one or more discovery calls. Additional scope and effort will be identified in these discovery calls and priced accordingly.
- Any data transfer or functionality configuration outside of the "Accounts and Assets" and billing reads data is not in the scope of a billing integration.
- Assistance retrieving and/or understanding interval read data (the BEACON ../range or ../flow APIs) is out of scope for any billing integration. BEACON customers are welcome to retrieve data from these endpoints, but the Badger Meter BEACON interface analyst will require an additional purchase order to engage.
- Throughout the course of the integration, the Badger Meter BEACON interface team will describe the interface functionality and BEACON functionality. The BEACON help documentation also provides complete system use detail. However, follow-up on use-case or user acceptance testing—such as meter change-outs or hardware decommissioning—is not part of a billing integration. The billing integration ensures that the file structure is correct. Additional support for user acceptance testing can be quoted as a separate scope of work.
- The BEACON interface team will not backload meter reads from previous systems. This can be done but must be a separate scope of work.
- If there is a change in a BEACON customer's external system and an API request fails or the dataset needs to be updated, a new scope of work may be required.
- Support of non-BEACON systems is not provided by the Badger Meter BEACON helpdesk.

7.3 Interface Testing

The objective of testing is to prove end-to-end functionality across all in-scope software functionality. This may include but is not limited to applications of field devices through the communications network to BEACON, WOMS to Tyler Munis integration, and Tyler Munis to and from BEACON data flows. This ensures that the specified integration requirements are met and that data is accurate and timely. This phase of testing is best executed in a 'sandbox' testing environment to test the MMCO interface, BEACON, customer portal, and billing system hardware and software components.

The table below outlines the high-level responsibilities and objectives for Badger Meter and the project parties to test the various integrations that may be developed over the course of the project. Badger Meter, in many cases, will have frameworks or sample test cases that it can supply as a starting point upon request; however, Badger Meter does not maintain such sample test cases for third-party software that Badger Meter does not develop or maintain. For those instances, Badger Meter will collaboratively develop test cases and/or frameworks with the City and Tyler Munis.

Table 7: High-Level Testing Responsibilities

Badger Meter	Utility and Billing Vendor
• BEACON billing interface requirements and specifications • Review and analyze requested field data. • Work Utility and Billing Vendor on data setup and questions • Help troubleshoot BEACON-related issues and questions. • Provide a sample test plan. • Support test case execution and validation for BEACON	• Billing system test environment and support • Develop test cases for BEACON integrations and use cases (e.g., meter changeout, deactivations) • Verification of physical meter and endpoints • Test case execution and validation of BEACON integrations and use cases. • Execute test cases. • Validate results

7.4 Integration Assumptions and Out-of-Scope Services for Billing Integration

- The BEACON interface team will assist the City or third-party implementation team troubleshoot BEACON API requests and responses, interpret datasets, and explain BEACON functionality, but cannot assist with or describe the functionality of any non-BEACON systems.
- If there is a change in the customer system and a request fails or the dataset needs to be updated, a new scope of work may be required.
- Support for functionality troubleshooting of non-BEACON systems is not provided by the BEACON helpdesk.

- The total work time required for all project software deployment and integration services as detailed in this Section 7 is expected not to exceed eighty (80) hours. If this threshold is reached, Badger Meter will provide the City with a detailed hours log of all work performed, which will include root cause(s) for exceeding the threshold. Subsequently, Badger Meter will work with the City to identify any remaining work outstanding and an applicable hourly rate to complete the remaining work.

7.5 BEACON UAT Environment

BEACON has a User Acceptance Testing (UAT) or sandbox environment available to clients during the development and implementation phase of the project. There are several caveats to this availability, as follows:

- BEACON UAT is synchronized with production roughly once a quarter. This sync will overwrite any change in UAT that is not also made in production. Clients may or may not be notified of sync dates.
- BEACON's internal interface and development teams will also be contemporaneously using UAT for testing. Data stability is not guaranteed in this environment.
- BEACON UAT's system uptime is not guaranteed or beholden to the BEACON SLA as BEACON production is.
- BEACON UAT is not intended for parallel use with production.
- Excessive continued use of UAT after development and implementation may warrant use-case discovery and further negotiation if appropriate.
- If the City would like to run tests in UAT, this can generally be accommodated. Please make the Badger Meter technical support team aware of the testing goals and expected duration and the interface and development teams will endeavor to avoid making changes during the time.

7.6 Project Data Workflow

The figure below details the method by which the City will be provided installation data to upload into its billing system at a mutually agreed frequency. There is a slight lag from when a meter is installed to the installation data being available, which generally does not exceed three (3) days. The reason for this delay is to permit the quality control procedures to be applied and to ensure the most accurate data possible is transmitted.

Figure 6: Installation Data Workflow - Standard Operating Procedure

7.7 Transition to Badger Meter Technical Support

The 'Billing Integration' portion of this project is complete when the following three milestones are complete:

1. The 'Accounts and Assets' file is approved by the BEACON interface analyst.
2. The billing reads data is approved by Tyler Munis.
3. If in scope, the APIs are in place to automate these two dataflows (or the time limit to implement APIs has expired).

After the billing integration is complete, the Badger Meter interface analyst will remain available for projects for approximately one (1) billing cycle, unless otherwise agreed. Once this additional availability expires, subsequent questions and answers must be directed to Badger Meter's technical support group as prescribed in the BEACON Service-Level Agreement (SLA).

8 Change Management Plan

Change is somewhat of an inevitability on projects of the size and duration of AMI deployments. Changes in scope require careful management to avoid disrupting the project. Should a situation arise that begets a change on the project, the following change management procedure will be followed.

8.1 Change Management Team

If a change is identified, it will be reviewed by the following personnel: the TK-Ops Manager, the lead project manager, the account manager, the sales manager, the contract manager, and relevant installation partner and the City's personnel. These individuals will follow a change management workflow as follows:

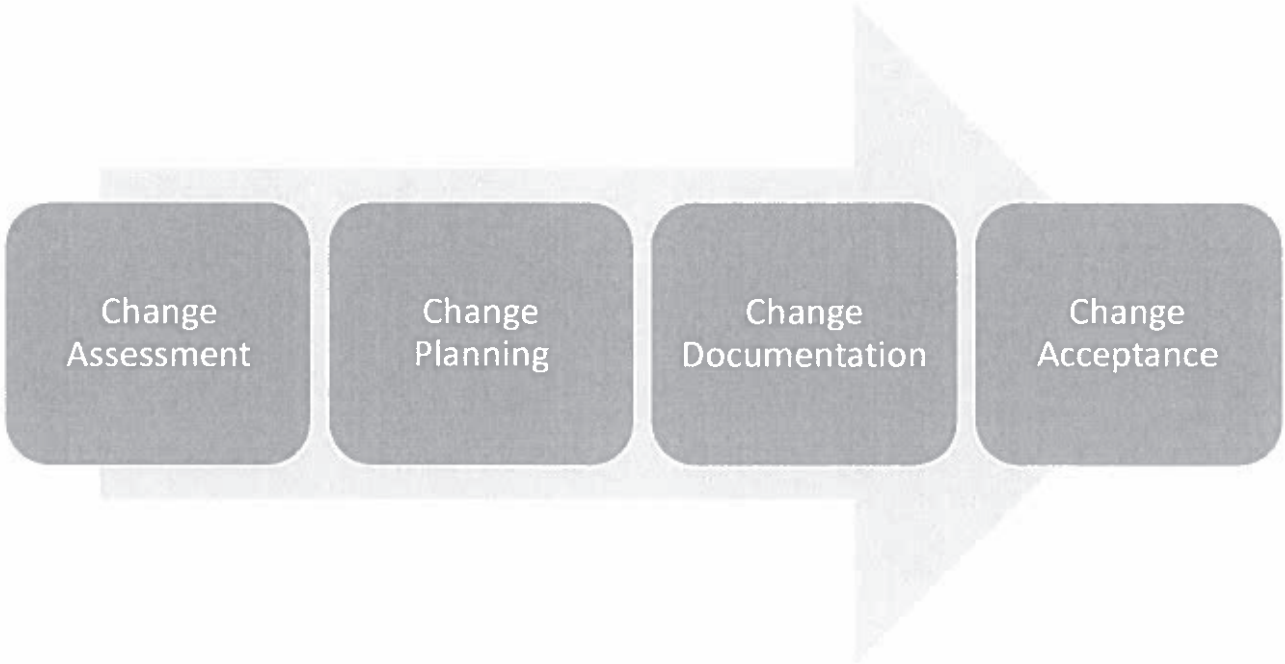


Figure 7: Change Management Plan

- The change will be assessed to determine its impact in terms of cost, schedule, and risk. If the change is within the capacity of the project to absorb, either due to available contingency funds, low to no cost impact, or other project-specific factors, and if the change management team agrees to do so, the change will be absorbed and documented in the project RAID log as a decision.
- If the change cannot be absorbed, a change order will be prepared. A change memo will be prepared first that characterizes cost and time impact for review. If the solution is acceptable, the memo will form an exhibit to the formal change order. This preliminary review helps clearly document and manage the change process.

- If a proposed change memo is not acceptable in terms of its impact, the change management team will return to the assessment phase and attempt to arrive at alternate solutions that can be planned, documented, and accepted.
- If the change memo is acceptable, the change will be documented by means of a change order signed by the appropriate parties.
- Part of the documentation process will include an assessment of other project artifacts (such as the installation schedule and/or project ordering plan) that may be impacted and the assignment of responsible parties to update them.

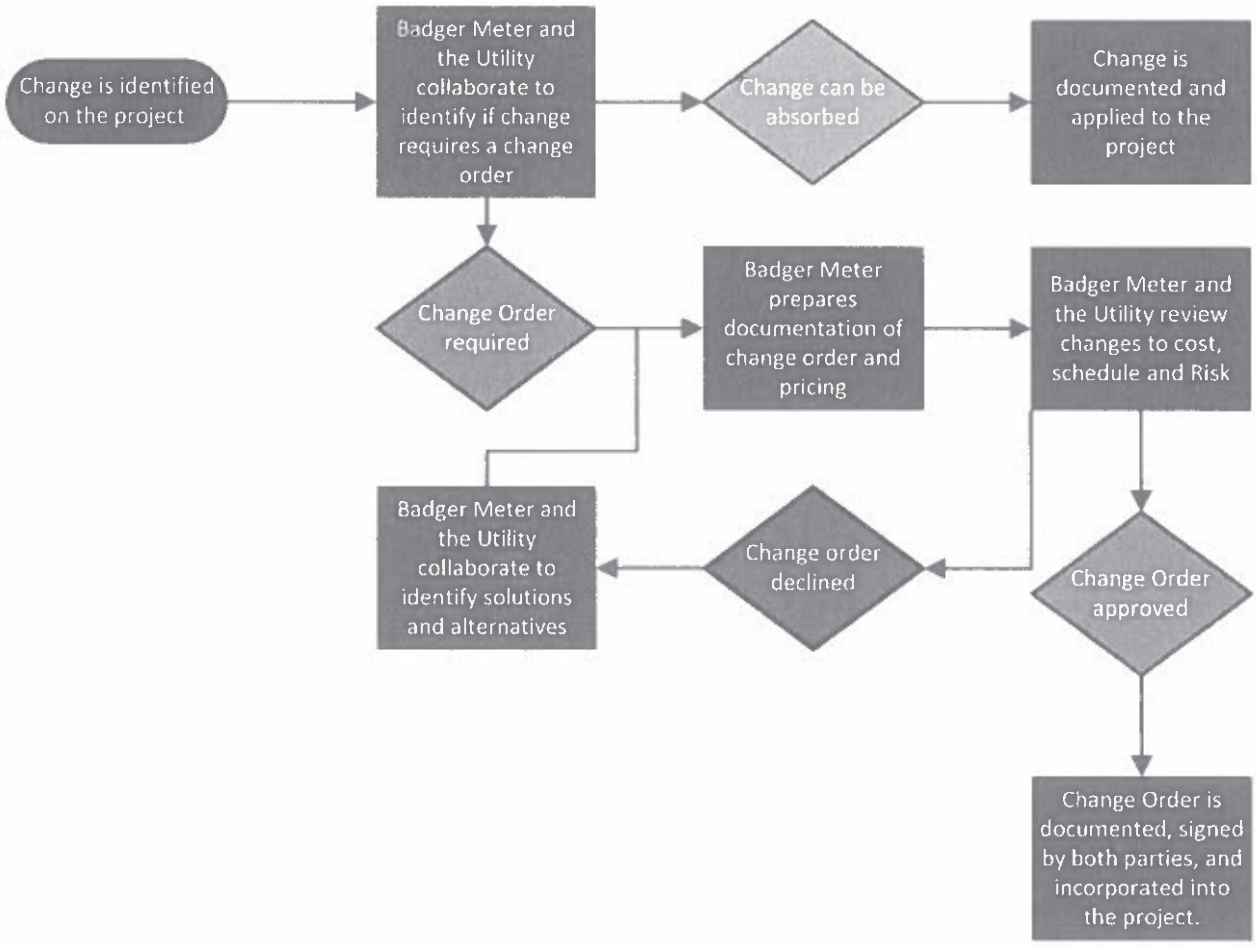


Figure 8: Change Management Workflow Diagram

9 Project Training Plan

Badger Meter's approach to training is one that is highly tailored to the specific needs of its individual utility customers. To that end, the methodology for training is best understood as "demonstrate, perform, and practice." Trainees can expect to have the first part of a given training session to consist of demonstrations, lectures, and walkthroughs of the product or solution being taught. The second portion of a given session will consist of more hands-on work with the product or solution to better impart the lesson(s) to be learned.

From experience, Badger Meter has found that structuring training around the message of 'a day in the life' is the most effective way to impart the information on trainees. To facilitate this, Badger Meter will engage functional managers of the City's relevant departments to be trained in planning workshops prior to the curriculum for that training session being finalized. In this way, the users being trained are readily able to relate the training to their day-to-day job duties and will typically demonstrate higher retention.

While Badger Meter does not provide training sessions as prerecorded videos (given the preference for highly tailored, 1-of-1 trainings), Badger Meter has no objection to the City recording the training sessions delivered as part of this project for future in-house training sessions.

9.1 General Training Notes

- All training will be conducted on the City's BEACON portfolio and with the City's hardware.
- Training can be conducted in person or via videoconference. Some training (for example, installation training) is best delivered in person, while software-focused training can be more effective over videoconference to allow trainees to participate on their own copy of the software.
- Training sessions can, at the City's discretion, include verbal or written tests to assess the success of the training at imparting knowledge to the trainees. The exact content of these tests will be created by Badger Meter and approved by the City.
    - the City and Badger Meter will determine the course of action if a trainee fails the test.
- Class sizes for training are generally capped at 25-30 attendees to ensure personal attention from the instructor and to permit all attendees the opportunity to ask and have questions answered.
- Training documentation, where applicable, will be provided by Badger Meter. All product literature, manuals, and installation documentation are available online at either www.badgermeter.com for product, or www.beaconama.net for the BEACON software platform.
- Training for this project is proposed in the following general phases.

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Table 8: Proposed Training Types and Timings

Training Name	Training Type	General Timing in Project
Installation and Product SME Training	Train-the-Trainer	In preparation for IDA
BEACON SME Training	Train-the-Trainer	In preparation for IDA
BEACON Technical Staff Training	Technical Training	After IDA is complete
BEACON Billing Training	Technical Training	Prior to first billing cycle using AMI system
BEACON Operations Training (Incl. EyeOnWater)	Technical Training	After ~30% of installations are complete or prior to EyeOnWater roll-out, whichever is earlier
BEACON Operational Transition Preparedness	Review and Assignment of Handoff Readiness	After ~75% of installations are complete, or prior to the commencement of project closeout activities, whichever is earlier.
Refresher Training	Technical Training	As needed within project duration

9.2 Installation and Product SME Training

This session's target audience is leaders from meter installation and field operations personnel from the City who will be responsible for AMI meter installations and maintenance in support of the system's operations. This training is broken into three parts, each of which has a proposed agenda as follows. As previously mentioned, these agendas are illustrative of general concepts and elements. The City will have final approval of training agendas and materials prior to course administration.

9.2.1 Installation and Product SME Training: Part 1 - Meter School

Introduction to Meter School:

1. Overview of BEACON solution for utilities
    - A high-level overview of BEACON and the entire solution being deployed.
2. Endpoint Installation and Activation – Best Practices and Demonstration
    - Demonstration of process to connect, mount, and activate an endpoint.
3. Understanding Meter Application Criteria and Key Terms
    - Review of general meter application and sizing theory.
    - Review of key terminology in use to ensure understanding.

4. Small Meter Technology Options
    - Discussion of the various small meters (<2") that form the solution and their technologies and differences.
5. Small Meter Breakdown and Reassembly Demo
    - Live breakdown and reassembly of a small meter to demonstrate its construction and components.
6. Understanding Ultrasonic Metering Technology
    - Review of ultrasonic metering technology and its application in the solution.
7. Understanding Fire Service Metering Technology
    - Review of how fire service metering can be incorporated into the system.

The approximate duration of this session is four (4) hours but will vary depending on the exact agenda determined by Badger Meter and the City.

9.2.2 Installation and Product SME Training: Part 2 – BEACON Introduction for Operations

Introduction to BEACON for Operations:

1. Overview of ORION Cellular Technology
    - General explanation and demonstration of how endpoints function and interact with the BEACON platform.
2. BEACON Roles
3. The At-A-Glance Page
    - Modules
    - Configuration
4. The Assets Page
    - Review of the various statuses endpoints can have in BEACON, their meaning, and how they move between them.
    - Demonstration of how to track assets as they are added to the system.
5. The Monitor Page
    - Usage and Consumption Graphs
    - Overlays for Temperature and Precipitation data
    - Alarms
    - Account Lookup
    - Favorites and Tags
    - Exporting Data

The approximate duration of this session is three (3) hours, but will vary depending on the exact agenda determined by Badger Meter and the City.

9.2.3 Installation and Product SME Training: Part 3 – Practical Installation (Optional)

Practical Installations

1. Classroom installation practice
    - Demonstrate correct technique and have trainees practice working with the tools and products.
2. In-Field installation practice
    - At appropriate locations, apply installation best practices and install meters/endpoints in the ground.

Depending on the number of installations to be performed as part of this training, the duration can vary significantly. A more refined plan for this session will be presented after it is workshopped with the City.

9.3 BEACON Technical Staff Training

This session builds upon the concepts in Section 9.2. With the SME trained on the system, they will help lead this session with the Badger Meter trainers. This will also help the SME become more confident in their knowledge and become more effective trainers for the City going forward. The target audience of this session is IT personnel, technical problem solvers, and other similar individuals who are expected to have a high level of command of the BEACON software.

9.3.1 Sample Agenda

The BEACON Technical Staff Training includes:

1. Introduction to BEACON Software
2. Steps of a Billing Cycle in BEACON
    i) Data import
    ii) Data export
3. The At-A-Glance Page
    i) Modules and their features
    ii) User-level personalization
4. Users and Roles
    i) Administrators
    ii) Permissions
    iii) Assigning roles
    iv) Creating new users
5. The Monitor Page
    i) Usage and Consumption Graphs
    ii) Overlays for Temperature and Precipitation data
    iii) Alarms
    iv) Account Lookup

v) Favorites and Tags
vi) Exporting Data

6. The Assets Page
   i) Endpoint status
   ii) Utility Settings
   iii) Asset Lookup
7. EyeOnWater Overview
8. BEACON Integrations on this project
9. Open discussion with BEACON staff on technical questions.

This training will require a high degree of care in curating the agenda to ensure that the technical staff derive value from the session. The estimated duration of this training is four (4) hours but could vary depending not only on the agreed agenda but also on the number of questions asked.

9.4 BEACON Billing Training

This session is a focused training session on the role of BEACON within the billing cycle. By necessity, it cannot be conducted until after billing integration is complete. It should, however, be conducted prior to the first billing cycle with BEACON. The audience here is intended to be billing clerks or other office personnel who will be interfacing with the system in a billing capacity. Customer service representatives may also find value in this session.

9.4.1 Sample Agenda

The BEACON Billing Training includes:

1. Introduction to BEACON Software
2. The At-A-Glance Page
   i) Modules and their features
   ii) How to personalize by user
3. Users and Roles
   i) Staff
   ii) Customers
      (1) EyeOnWater Users
4. The Monitor Page
   i) Usage and Consumption Graphs
   ii) Overlays for Temperature and Precipitation data
   iii) Alarms
   iv) Account Lookup
   v) Favorites and Tags
   vi) Exporting Data
5. The Assets Page
   i) Endpoint status
   ii) Utility Settings
   iii) Asset Lookup
6. Walk through of a billing cycle.

i) Data flow from billing to BEACON and back

The total duration of this session is typically between two (2) and three (3) hours, depending on the agreed agenda.

9.5 BEACON Operations Training

This session covers nearly the same agenda as the session characterized in Section 9.3, but its target audience is the day-to-day operators of the system in customer service and billing. SMEs that were created in the earlier training will again participate and help lead the course to instill in the other trainees that they are a resource to whom questions can be brought. This training will focus more on the 'day in the life' model prescribed earlier and will prepare staff to work with the system.

9.5.1 Sample Agenda

The BEACON Operations Training includes:

1. Introduction to BEACON Software
2. Steps of a Billing Cycle in BEACON
    i) Data import
    ii) Data export
3. The At-A-Glance Page
    i) Modules and their features
4. Users and Roles
    i) Staff
    ii) Customers
    iii) EyeOnWater Users
    iv) Creating a new user
5. The Monitor Page
    i) Usage and Consumption Graphs
    ii) Overlays for Temperature and Precipitation data
    iii) Alarms
    iv) Account Lookup
    v) Favorites and Tags
    vi) Filters
    vii) Exporting Data
6. The Assets Page
    i) Endpoint status
    ii) Utility Settings
    iii) Asset Lookup
7. EyeOnWater Overview

The total duration of this session is typically between three (3) and four (4) hours, depending on the agreed agenda.

9.6 BEACON Operational Transition Preparedness

The purpose of this session differs from the previous sessions in that it is less of a structured training and more of a working session and evaluation of the City's understanding and usage of the BEACON platform. Specific topics on the agenda for this session will include:

1. Review of Badger Meter Technical Support Procedures and Processes
2. Review of the RMA (Return Material Authorization) Process
3. Review of Portfolio Management Best Practices
4. Controlling Provisioned/Pre-Provisioned Endpoints
5. General BEACON operations and maintenance best practices.

9.7 Refresher Training

Within the project term, should the City decide that additional training would be beneficial, it can be arranged. The form, content, and timing of said refresher training will be agreed to at the time it is requested. Refresher training will be billable at the agreed training rate in the contract unless otherwise agreed.

10 Project Invoicing Procedure

The project shall be invoiced as laid out in this Section.

10.1 Project Invoicing

All Materials supplied as part of the project will be invoiced upon shipment from Badger Meter, and at that time, ownership of the products shall pass to the City. This includes meter pit lids and/or boxes (if applicable), as well as plumbing components supplied. PVI will hold and maintain such Materials in their respective warehouse in accordance with Section 6 prior to their installation to alleviate the need for the City to allocate warehouse space and inventory management resources to the Project.

10.2 Service Invoicing

Installation labor will be invoiced upon acceptance subject to the procedures in Section 6 of this SOW. Additional work approved via the procedure in Section 6.5.11 will similarly be invoiced upon acceptance.

Non-installation services (such as project management fees and/or software integration costs that may be included) will be invoiced upon agreed milestones. Such milestones will be agreed during pre-construction and documented within a billing milestone schedule.

10.3 Invoice/Pay Request Procedure

Monthly, a pay request detailing the installation services accepted and other non-installation services performed in accordance with the agreed upon milestones will be prepared by the Badger Meter project manager and submitted to the City. Supporting documentation will be furnished by Badger Meter alongside the pay request. the City will have five (5) business days to review the pay request and provide acceptance of the pay request to the Badger Meter project manager in writing. Upon receipt of that approval, the Badger Meter lead project manager shall have an invoice automatically generated and submitted to the City.

10.4 Conditional Approval of Pay Request

If no objection is provided by the City to the Badger Meter lead project manager within five (5) business days of the submission of the pay request from the Badger Meter lead project manager to the City, the pay request will be deemed conditionally accepted by the City and an invoice will be generated and submitted. Like the installation conditional acceptance procedure laid out in Section 6, this does not alleviate Badger Meter's obligation to provide accurate invoicing but allows for administrative processes to proceed in a timely fashion.

If a conditionally accepted pay request and subsequent invoice is found to be inaccurate, it will be edited, re-issued, or otherwise updated as necessary by Badger Meter upon such notification from the City with any incorrect payments remitted by the City to Badger Meter to be credited towards future invoices.

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11 Project Acceptance and Closeout Plan

11.1 Project Closeout Plan

Once the scope of installations reaches 85% complete, preparation for the project closeout and turnover meeting will begin. Steps included in this plan will include:

- Agreement on a target completion percentage and date.
  - The target completion percentage will factor in any accounts designated as RTU or otherwise removed from scope.
- The deliverables specified in this SOW and any other deliverables identified and agreed to by the project parties will be evaluated for completeness.
- Acceptance of all installed accounts will be confirmed by the City.
- Review any open UIR accounts and arrange for remediation.
- Review any pending action items assigned and determine their completion timeline.
- Review financial performance against budget and discuss any discrepancies, including any unpaid invoices.
- All installation data, including photos, will be turned over to the City.

11.2 Closeout Meeting

Once the project installations and items identified in Section 11.1 are complete, the closeout meeting will be held. This will consist of input and discussion from project parties to identify and document lessons learned, present project performance and/or KPI, and review highlights of the project. The agenda of the closeout meeting prepared by Badger Meter will be informed by the planning performed in Section 11.1, but will generally include the following items:

- Review of project scope and milestones
- Review of budget and schedule performance
- Review of other project metrics
- Review of UIR/RTU list
- Review of action items
- Turnover of project documentation
- Turnover of installation data
- Plan for notification of final acceptance by the City

11.3 Project Acceptance Criteria

Sample project acceptance criteria may include:

1. Verification that all uninstalled inventory housed in the IP warehouse is turned over to the City.
2. Confirmation of all removed items that were to remain the property of the City have been satisfactorily returned to the City.
3. Confirmation that all installation and project data has been passed from the document control system to the City's operational systems.

4. Other criteria as mutually agreed.

11.4 Project Inventory Reconciliation

Throughout the project, Badger Meter will, in its capacity as project installation and quality manager, audit the warehouses operated by PVI to ensure that the inventory management plan laid out in Section 6.2 is being observed. During preparation for the closeout, Badger Meter will perform a final audit of the warehouses and ensure that any inventory not to be installed is correctly transferred back to the City. Serial number-level verification will be performed for serialized products.

11.5 Project Closeout Notification

Once the criteria in Section 11.3 are satisfied, and any other criteria agreed by Badger Meter and the City are similarly satisfied, the Badger Meter lead project manager will request a formal notice of project completion from the City's project manager. Upon receipt of such notice, the Project will be complete.

SMART WATER IS BADGER METER

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ATTACHMENT B

BADGER METER WARRANTY DOCUMENTATION

AMI WATER METERS

RFP 24.001

WARRANTY DOCUMENTATION

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Badger Meter | Lead-Free Bronze Disc Meters

PRODUCTS COVERED

This warranty shall apply to all Recordall® Lead-Free Bronze Disc Meters, models 25 through 170, when used to measure potable water, including the registers used with these meters (collectively "Product") sold on or after January 25, 2019. This warranty is extended only to utilities, municipalities, other commercial users and authorized Badger Meter, Inc. distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter warrants Product to be free from defects in materials and workmanship appearing within the following time frames and those listed in the table below:

Housings
Twenty-five (25) years and six (6) months after shipment from Badger Meter.

Local Registers Supplied with the Meters Listed Herein
Twenty-five (25) years and six (6) months after shipment from Badger Meter.

	AWWA New Meter Accuracy	AWWA Repaired Meter Accuracy (AWWA M6 Manual)	Badger Meter Extended Low Flow Meter Accuracy
Recordall Meter Model, Size	*The meter product will meet or exceed new meter accuracy standards set forth in AWWA Standard C700 for the following periods:*	*The meter product will meet or exceed repaired meter accuracy standards set forth in AWWA Manual M-6, Chapter 5, Table 5.3 for the following periods:*	*Badger Meter further warrants the meter product to meet or exceed the following extended low flow accuracies in excess of AWWA standard:*
Model 25, 5/8 in. and 5/8 x 3/4 in.	Five (5) years from date of shipment or registration of 750,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 2,500,000 gallons, whichever occurs first, with a 25 gpm safe maximum operating capacity and a 15 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 98.5% at a rate of 1/4 gpm and low flow accuracy of 95.0% at a rate of 1/8 gpm for five (5) years from date of shipment or registration of 675,000 gallons, whichever occurs first.
Model 35, 3/4 in.	Five (5) years from date of shipment or registration of 750,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 2,500,000 gallons, whichever occurs first, with a 35 gpm safe maximum operating capacity and a 25 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 97% at a rate of 3/8 gpm for five (5) years from date of shipment or registration of 675,000 gallons, whichever occurs first.
Model 55, 1 in.	Five (5) years from date of shipment or registration of 1,000,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 3,000,000 gallons, whichever occurs first, with a 55 gpm safe maximum operating capacity and a 40 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 1/2 gpm for three (3) years from date of shipment or registration of 575,000 gallons, whichever occurs first.
Model 70, 1 in.	Five (5) years from date of shipment or registration of 1,100,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 3,250,000 gallons, whichever occurs first, with a 70 gpm safe maximum operating capacity and a 50 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 3/4 gpm for three (3) years from date of shipment or registration of 1,100,000 gallons, whichever occurs first.
Model 120, 1-1/2 in.	Two (2) years from date of shipment or registration of 1,600,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 5,600,000 gallons, whichever occurs first, with a 120 gpm safe maximum operating capacity and a 80 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 1-1/4 gpm for two (2) years from date of shipment or registration of 1,440,000 gallons, whichever occurs first.
Model 170, 2 in.	Two (2) years from date of shipment or registration of 2,100,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 10,400,000 gallons, whichever occurs first, with a 170 gpm safe maximum operating capacity and a 100 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 1-1/2 gpm for two (2) years from date of shipment or registration of 1,890,000 gallons, whichever occurs first.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. Any eligible Product repaired or replaced by Badger Meter will retain the original Product's warranty based on the original Product purchase date, at Badger Meter's sole discretion. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C700 and AWWA M6 Manual, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical and/or operational literature, or which have been exposed to adverse installation conditions, damaged by any water conditions and/or water quality, including but not limited to foreign matter in the water such as dirt, sand, minerals, debris, deposits, biofilms, extreme corrosivity, or other impurities, or which have been subject to passage of high-speed air slugs, vandalism, negligence, accident, acts of God, alteration, improper installation, operation or repair, or other circumstances which are beyond the reasonable control of Badger Meter. With respect to Product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price.
BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

Making Water Visible®

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Legacy Document Number: RD W-4 AWWA EN

Badger Meter

E-Series G2® Ultrasonic Meter

Lead-Free Bronze Alloy Meters, 3, 4, 6, 8 inch

PRODUCTS

This warranty shall apply to all Badger Meter E-Series G2® Ultrasonic lead-free meters, sizes 3 inch, 4 inch, 6 inch and 8 inch, when used to measure potable cold water, and the internal encoder and battery used with these meters (collectively "Product"), sold on or after December 15, 2021. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter, Inc. ("Badger Meter") warrants Product to be free from defects in materials and workmanship appearing within the following time frames.

Housing

Ten (10) years and six (6) months after shipment from Badger Meter.

Electronics (Battery, Registration, Transducer)

Ten (10) years and six (6) months after shipment from Badger Meter.

Pressure Sensor

Five (5) years and six (6) months after shipment from Badger Meter.

METER ACCURACY

The Product will meet or exceed all applicable specifications outlined in AWWA Standard C715 in addition to meeting meter accuracy of ±1.5% for the published ranges set forth in Badger Meter's current published product data sheet for ten (10) years from the date of shipment from Badger Meter.

EXTENDED LOW-FLOW METER ACCURACY

Badger Meter further warrants the Product will meet extended minimum test flow accuracy of ± 3% for the published ranges set forth in Badger Meter's current published data sheet for ten (10) years from date of shipment from Badger Meter.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. Any eligible Product repaired or replaced by Badger Meter will retain the original Product's warranty based on the original Product purchase date, at Badger Meter's sole discretion. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter, or read by equipment not explicitly approved or licensed by Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C715 and AWWA M6 Manual, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical and/or operational literature, or which, as determined at Badger Meter's sole discretion, have affected the ability of the Product to perform, including, but not limited to: exposure to adverse installation conditions; misuse; vandalism; negligence; accident; acts of God; alteration; improper installation, operation or repair; damage from passage of high-speed air slugs; damage by water quality conditions, including but not limited to: aggressive water, foreign matter, biofilms, or extreme corrosivity; damage caused by actions not in accordance with the intended use; or other circumstances which are beyond the reasonable control of Badger Meter, as determined at Badger Meter's sole discretion. With respect to product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier of product.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

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Badger Meter

Recordall® Disc and Turbo Series Meters for Reclaimed Water

PRODUCTS COVERED

This warranty shall apply to all Recordall® bronze disc meters, models 25 through 170, and Turbo Series meters, 1-1/2 inch through 12 inch, when used to measure non-potable water, and the local registers used with these meters (collectively "Product") sold on or after September 15, 2014. This warranty is extended only to utilities, municipalities, other commercial users and authorized Badger Meter, Inc. distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter warrants Product to be free from defects in materials and workmanship for one (1) year and six (6) months after shipment from Badger Meter.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. The obligation hereunder of Badger Meter shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing original product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by any party other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standards C700 or C701 as applicable, except the requirements relating to potable water.

The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in Badger Meter Product technical literature, or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration, or other circumstances which are beyond the reasonable control of Badger Meter. With respect to Product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of title).

Any description of the Product, whether in writing or made orally by Badger Meter or Badger Meter agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or agents of Badger Meter regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability. The liability of Badger Meter with respect to breaches of the foregoing warranty shall be limited as stated herein. The liability of Badger Meter shall in no event exceed the contract price. **BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER.**

RTS-WR-01143-EN-03 (February 2022)

Badger Meter Warranty

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Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Alternate

Badger Meter

E-Series® Ultrasonic Meter

Cold Water Lead-Free Meters
5/8, 5/8 x 3/4, 3/4, 1 inch

PRODUCTS

This warranty shall apply to all Badger Meter E-Series® Ultrasonic lead-free meters (stainless steel, bronze alloy or engineered polymer), sizes 5/8 inch, 5/8 × 3/4 inch, 3/4 inch, and 1 inch, when used to measure potable water and the internal register/encoder and battery used with these meters (collectively "Product"), sold on or after June 28, 2021. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter, Inc. ("Badger Meter") warrants Product to be free from defects in materials and workmanship appearing within the earlier of the following time frames.

Lead-Free Housings

Twenty (20) years and six (6) months after shipment from Badger Meter.

Electronics, Battery, Transducers, and Register/Encoder Supplied with the Meters Listed Herein

Twenty (20) years and six (6) months, prorated, after shipment from Badger Meter.

This warranty is prorated as follows: For the first ten (10) years of the warranty the Product is replaced at no charge, and the warranty is prorated at price discounts during the last ten (10) years of the warranty.

Specifically, Badger Meter will repair or replace, at its discretion, a non-performing Product at no cost during the first ten (10) years of the warranty and at prorated price discounts during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the Product list prices in effect at the time of Product return and according to the following prorated price discount schedule:

- Years 11 through 12—75% discount
- Years 13 through 15—50% discount
- Year 16—40% discount
- Year 17—30% discount
- Year 18—20% discount
- Years 19 through 20—10% discount

Replacement Products are warranted for and under the balance of the original applicable Product warranty.

Pressure Sensor

Five (5) years and six (6) months after shipment from Badger Meter.

This warranty is only applicable for the bronze E-Series G2® Ultrasonic meter with the optional pressure sensor installed.

METER ACCURACY

The Product will meet or exceed all applicable specifications outlined in AWWA Standard C715 in addition to meeting meter accuracy of ±1.5% for the published ranges set forth in Badger Meter's current published product data sheet for twenty (20) years from the date of shipment from Badger Meter.

EXTENDED LOW-FLOW METER ACCURACY

Badger Meter further warrants the Product will meet extended minimum test flow accuracy of ±3% for the published ranges set forth in Badger Meter's current published product data sheet for twenty (20) years from the date of shipment from Badger Meter.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. Any eligible Product repaired or replaced by Badger Meter will retain the original Product's warranty based on the original Product purchase date, at Badger Meter's sole discretion. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter, or read by equipment not explicitly approved or licensed by Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C715 and AWWA M6 Manual, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product

Badger Meter Warranty

technical and/or operational literature, or which, as determined at Badger Meter's sole discretion, have affected the ability of the Product to perform, including, but not limited to: exposure to adverse installation conditions; misuse; vandalism; negligence; accident; acts of God; alteration; improper installation, operation or repair; damage from passage of high-speed air slugs; damage by water quality conditions, including but not limited to: aggressive water, foreign matter, biofilms, or extreme corrosivity; damage caused by actions not in accordance with the intended use; or other circumstances which are beyond the reasonable control of Badger Meter, as determined at Badger Meter's sole discretion. With respect to product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier of product.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

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Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Alternate

Badger Meter

E-Series® Ultrasonic Meters

Lead-Free Meters
DN15, DN20, DN25, DN32, DN40, DN50

PRODUCTS

This warranty shall apply to all Badger Meter E-Series® Ultrasonic lead-free meters, sizes DN15, DN20, DN25, DN32, DN40 and DN50, used to measure potable water, and the internal register/encoder and battery used with these meters (collectively "Product"), sold on or after June 6, 2022. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter, Inc. ("Badger Meter") warrants Product to be free from defects in materials and workmanship appearing within the earlier of the following time frames.

Lead-Free Housings, Electronics, Battery, Transducers, and Register/Encoder Supplied with the Meters Listed Herein

Warranty shall commence the earlier of ten (10) years from the date of installment documented in BEACON® or ten (10) years and six (6) months after shipment from Badger Meter.

METER ACCURACY

The Product will meet or exceed meter accuracy of ±2% from Q2 to Q4 for the published ranges set forth in Badger Meter's current published product data sheet. Warranty shall commence the earlier of ten (10) years from the date of installment documented in BEACON or ten (10) years and six (6) months after shipment from Badger Meter.

EXTENDED LOW-FLOW METER ACCURACY

Badger Meter further warrants the Product will meet or exceed extended minimum test flow accuracy of ±5% from Q1 to Q2 for the published ranges set forth in Badger Meter's current published product data sheet. Warranty shall commence the earlier of ten (10) years from the date of installment documented in BEACON or ten (10) years and six (6) months after shipment from Badger Meter.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. Any eligible Product repaired or replaced by Badger Meter will retain the original Product's warranty based on the original Product purchase date, at Badger Meter's sole discretion. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with OIML R49 standards and MID approval, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical and/or operational literature, or which, as determined at Badger Meter's sole discretion, have affected the ability of the Product to perform, including, but not limited to: exposure to adverse installation conditions; misuse; vandalism; negligence; accident; acts of God; alteration; improper installation, operation or repair; damage from passage of high-speed air slugs; damage by water quality conditions, including but not limited to: aggressive water, foreign matter, biofilms, or extreme corrosivity; damage caused by actions not in accordance with the intended use; or other circumstances which are beyond the reasonable control of Badger Meter, as determined at Badger Meter's sole discretion. With respect to product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier of product.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER,INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models,bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS

OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

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Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Badger Meter

E-Series® Ultrasonic Plus Meter

with Integrated Valve

5/8 x 3/4 in., 3/4 in.

PRODUCTS

This warranty shall apply to all Badger Meter E-Series® Ultrasonic Plus lead-free meters with integrated valve, sizes 5/8 × 3/4 inch and 3/4 inch, when used to measure potable water, and the internal register/encoder and battery used with these meters (collectively "Product"), sold on or after October 2, 2023. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer," and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter, Inc. ("Badger Meter") warrants Product to be free from defects in materials and workmanship for the time period stated.

Lead-Free Housing	20 years and 6 months after shipment
Battery[1]	20 years and 6 months after shipment (prorated)
Transducers[1]	20 years and 6 months after shipment (prorated)
Encoder Register[1]	20 years and 6 months after shipment (prorated)
Meter Accuracy[1,2]	20 years and 6 months after shipment (prorated)
Valve and Valve Power Module[1]	20 years and 6 months after shipment (prorated) or a maximum of 240 valve actuation cycles,* whichever comes first

*A cycle is defined as the valve going from the unactuated state to the actuated state and returning to the unactuated state.

[1]Badger Meter will repair or replace, at its discretion, a non-performing Product at no cost during the first ten (10) years, and at a prorated price during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the Product list prices at the time of Product return and according to the following prorated price discount schedule: Years 11 through 12 - 75% discount; Years 13 through 15 - 50% discount; Year 16 - 40% discount; Year 17 - 30% discount; Year 18 - 20% discount; and Years 19 through 20 - 10% discount. Replacement Products are warranted for and under the balance of the original applicable Product warranty.

[2]The Product will meet or exceed all applicable specifications outlined in AWWA Standard C715 in addition to meeting the meter accuracy as set forth in the Operating Performance Specifications of the Badger Meter current published product data sheet (*ESM-DS-02022-EN*).

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. Any eligible Product repaired or replaced by Badger Meter will retain the original Product's warranty based on the original Product purchase date, at Badger Meter's sole discretion. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter, or read by equipment not explicitly approved or licensed by Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C715 and AWWA M6 Manual, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical and/or operational literature, or which, as determined at Badger Meter's sole discretion, have affected the ability of the Product to perform, including, but not limited to: exposure to adverse installation conditions; misuse; vandalism; negligence; accident; acts of God; alteration; improper installation, operation or repair; damage from passage of high-speed air slugs; damage by water quality conditions, including but not limited to: aggressive water, foreign matter, biofilms, or extreme corrosivity; damage caused by actions not in accordance with the intended use; or other circumstances which are beyond the reasonable control of Badger Meter, as determined at Badger Meter's sole discretion. With respect to product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier of product.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Badger Meter Warranty

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

E-Series is a registered trademark of Badger Meter, Inc. Other trademarks appearing in this document are the property of their respective entities. Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists. © 2023 Badger Meter, Inc. All rights reserved.

Badger Meter

HR-E®

High Resolution Encoder

PRODUCTS COVERED

This Badger Meter warranty shall apply to the High Resolution Encoder (HR-E®) ("Product"), sold on or after June 18, 2021. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter warrants the Product to be free from defects in materials and workmanship appearing within twenty (20) years and six (6) months after shipment from Badger Meter.

This warranty is prorated as follows: For the first ten (10) years of the warranty the Product is replaced at no charge, and the warranty is prorated at price discounts during the last ten (10) years of the warranty.

Specifically, Badger Meter will repair or replace, at its discretion, a non-performing Product at no cost during the first ten (10) years of the warranty and at prorated price discounts during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the Product list prices in effect at the time of Product return and according to the following prorated price discount schedule:

- Years 11 through 12—75% discount
- Years 13 through 15—50% discount
- Year 16—40% discount
- Year 17—30% discount
- Year 18—20% discount
- Years 19 through 20—10% discount

Replacement Products are warranted for and under the balance of the original applicable Product warranty.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with Badger Meter instructions. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical literature or which have been subject to vandalism, negligence, accident, acts of God, alteration, improper installation, operation or repair, or other circumstances which are beyond the reasonable control of Badger Meter. With respect to Product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE **(except warranties of Title).**

Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

SMART WATER IS BADGER METER

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Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Badger Meter

ORION® Water Products

with BEACON® Software as a Service (SaaS)

PRODUCTS

This warranty shall apply to Badger Meter ORION® series AMR/AMI Water Endpoints, reading hardware and software for a BEACON® system, sold on or after April 11, 2024.

ORION series AMR/AMI Water Endpoints include Fixed Network (SE), ME and Mobile M endpoints.

This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original Customer of Badger Meter or its authorized distributors.

MATERIAL AND WORKMANSHIP

Badger Meter warrants all ORION series AMR/AMI Water Endpoints including battery, reading hardware and software, hereafter referred to as "Product(s)" as listed below, to be free from defects in material and workmanship for the time period stated.

ORION SE, ORION ME[3] and ORION Mobile M Water Endpoints[1]	20 years and 6 months after shipment
ORION Cellular LTE-MP Endpoints	10 years and 6 months after shipment
Trimble® T10 Tablet[2]	3 years after shipment
Dell® Latitude 5430 Laptop[2] and Latitude 7230 Tablet[2]	3 years after shipment
Panasonic Toughbook® Laptop for BEACON Mobile Solution[2]	3 years after shipment
Trimble® Ranger 7 Handheld[2]	3 years after shipment
Trimble Yuma 7 Tablet[2]	3 years after shipment
ORION ME Modules[2] for Trimble Yuma 7 Tablet and Trimble Ranger 7 Handheld	3 years after shipment
Microsoft® Surface Go 3 Tablet[2]	1 year after shipment
ORION Mobile (ME) Transceiver[2]	3 years after shipment
ORION Mobile Integrated Receiver[2]	1 year after shipment
ORION Fixed Network (SE) Gateway Transceiver	1 year after shipment

[1] Water Endpoints and Endpoint batteries—collectively ORION Water Endpoint Products—are warranted to be free from defects in material and workmanship for twenty (20) years and six (6) months after shipment from Badger Meter. Badger Meter will repair or replace, at its discretion, a non-performing ORION Water Endpoint Product at no cost during the first ten (10) years, and at a prorated price during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the ORION Water Endpoint Product list prices at the time of ORION Water Endpoint Product return and according to the following prorated price discount schedule: Years 11 through 12 - 75% discount; Years 13 through 15 - 50% discount; Year 16 - 40% discount; Year 17 - 30% discount; Year 18 - 20% discount; and Years 19 through 20 - 10% discount. Replacement Products are warranted for and under the balance of the original.

[2] Batteries, antennas, cables and accessories warranty is limited to 12 months from the date of shipment.

[3] Mobile solutions deployed prior to February 1, 2023 include ORION ME endpoints that are migratable to fixed network. BEACON SaaS mobile solutions deployed on or after February 1, 2023 include ORION ME endpoints that operate in mobile mode only.

PRODUCT RETURNS

Product failures must be proven and verified to the satisfaction of Badger Meter. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any asserted defect within 10 (ten) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace the defective Product for the Customer within a reasonable time, after receipt of proof that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to any Product repaired or altered by any Party other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with Badger Meter instructions. The warranty shall not apply and shall be void with respect to Products exposed to conditions other than those detailed in Product technical literature or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration or other circumstances which are beyond the reasonable control of Badger Meter. With respect to products not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of the Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of the Product shall not be construed as an express warranty unless confirmed to be such, in writing, by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

The liability of Badger Meter with respect to breaches of the foregoing warranty shall be limited as stated herein. Badger Meter's liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

Badger Meter Warranty

ORION® Water Products with BEACON® Software as a Service (SaaS)

SMART WATER IS BADGER METER

BEACON and ORION are registered trademarks of Badger Meter, Inc. Other trademarks appearing in this document are the property of their respective entities. Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists. © 2024 Badger Meter, Inc. All rights reserved.

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ATTACHMENT C

PRICING DETAILS

AMI WATER METERS

RFP 24.001

Pinellas Park, FL

Statement of Values (SOV)

ITEM	BMI Description	Badger Part Number	QUANTITY PER CONTRACT	TOTAL UNIT PRICE IN CONTRACT	ORIGINAL TOTAL EXT PRICE IN CONTRACT
	Badger Product (Billed Upon Shipment) - IDA Phase				
1	Disc, M25 5/8"(3/4x7-1/2), PL Btm 430SS-1, PL, Th k Wshr, (TS-135, SN Yr 9D & PBB, HR-E, ORION CELL C, PL Lid/Shrd-GRY, Trx	112-8781	50	$ 220.00	$ 11,000.00
2	Disc, M55 1"(10-3/4), Brz Btm 430SS-1, PL, Thk Ws hr, (TS-135, SN Yr 9D & PBB, HR-E, ORION CELL C, P L Lid/Shrd-GRY, Trx Scrv	112-8782	20	$ 315.00	$ 6,300.00
3	Disc, M120 1-1/2"-ELL Dr w/TP, 430SS, SS, Std Gsk t, , (TS-135, SN Yr 9D & PBB, HR-E, ORION CELL C, PL Lid/Shrd-GRY, Trx Scrw	112-8783	8	$ 610.00	$ 4,880.00
4	Disc, M170 2"-ELL Dr w/TP, 430SS, SS, Std Gskt, , (TS-135, SN Yr 9D & PBB, HR-E, ORION CELL C, PL L id/Shrd-GRY, Trx Scrw, Sid	112-8784	10	$ 739.00	$ 7,390.00
5	E-Series B-Alloy, 3" RND(12), TP Std Gskt, , Prsr , Enc, ORION CELL C, 9D-0.1 Gal, SN Yr 9D & PBB , Thru Ld Instl Kit, TT-10', BMI	112-8789	3	$ 1,945.00	$ 5,835.00
6	E-Series B-Alloy, 4" RND(14), TP Std Gskt, , Prsr , Enc, ORION CELL C, 9D-0.1 Gal, SN Yr 9D & PBB , Thru Ld Instl Kit, TT-10', BMI	112-8790	3	$ 2,394.00	$ 7,182.00
7	E-Series B-Alloy, 6"x18" RND Std Gskt, , Prsr, Enc, ORION CELL C, 9D-1 Gal, SN Yr 9D & PBB, Thru Ld Instl Kit, TT-10', BMI STD	108-5976	3	$ 3,540.00	$ 10,620.00
8	E-Series B-Alloy, 8"x20" RND, TP Std Gskt, , Prsr , Enc, ORION CELL C, 9D-1 Gal, SN Yr 9D & PBB, Thru Ld Instl Kit, TT-10', BMI ST	108-5977	3	$ 4,293.00	$ 12,879.00
9	IR COMMUMNICATION DEVICE KIT - LTE	68891-001	10	$ 150.00	$ 1,500.00
	Badger Product (Billed Upon Shipment) - Full Deployment				
10	Disc, M25 5/8"(3/4x7-1/2), PL Btm 430SS-1, PL, Th k Wshr, (TS-135, SN Yr 9D & PBB, HR-E, ORION CELL C, PL Lid/Shrd-GRY, Trx	112-8781	14,956	$ 220.00	$ 3,290,320.00
11	Disc, M55 1"(10-3/4), Brz Btm 430SS-1, PL, Thk Ws hr, (TS-135, SN Yr 9D & PBB, HR-E, ORION CELL C, P L Lid/Shrd-GRY, Trx Scrv	112-8782	653	$ 315.00	$ 205,695.00
12	Disc, M120 1-1/2"-ELL Dr w/TP, 430SS, SS, Std Gsk t, , (TS-135, SN Yr 9D & PBB, HR-E, ORION CELL C, PL Lid/Shrd-GRY, Trx Scrw	112-8783	102	$ 610.00	$ 62,220.00
13	Disc, M170 2"-ELL Dr w/TP, 430SS, SS, Std Gskt, , (TS-135, SN Yr 9D & PBB, HR-E, ORION CELL C, PL L id/Shrd-GRY, Trx Scrw, Sid	112-8784	219	$ 739.00	$ 161,841.00
14	E-Series B-Alloy, 3" RND(12), TP Std Gskt, , Prsr , Enc, ORION CELL C, 9D-0.1 Gal, SN Yr 9D & PBB , Thru Ld Instl Kit, TT-10', BMI	112-8789	28	$ 1,945.00	$ 54,460.00
15	E-Series B-Alloy, 4" RND(14), TP Std Gskt, , Prsr , Enc, ORION CELL C, 9D-0.1 Gal, SN Yr 9D & PBB , Thru Ld Instl Kit, TT-10', BMI	112-8790	27	$ 2,394.00	$ 64,638.00
16	E-Series B-Alloy, 6"x18" RND Std Gskt, , Prsr, Enc, ORION CELL C, 9D-1 Gal, SN Yr 9D & PBB, Thru Ld Instl Kit, TT-10', BMI STD	108-5976	23	$ 3,540.00	$ 81,420.00
17	E-Series B-Alloy, 8"x20" RND, TP Std Gskt, , Prsr , Enc, ORION CELL C, 9D-1 Gal, SN Yr 9D & PBB, Thru Ld Instl Kit, TT-10', BMI ST	108-5977	13	$ 4,293.00	$ 55,809.00
18	Disc, M170 2"-ELL Dr w/TP, Rclmd, 430SS, SS, Std G skt, , (TS-135, SN Yr 9D & PBB, HR-E, ORION CELL C , PL Lid/Shrd-Rclmd, Trx	112-8798	122	$ 773.00	$ 94,306.00
19	E-Series B-Alloy, 3" RND(12), TP Rclmd, Std Gskt, , Prsr, Enc, ORION CELL C, 9D-0.1 Gal, SN Yr 9D & PBB, Thru Ld Instl Kit, TT-10'	112-8801	1	$ 1,945.00	$ 1,945.00
20	E-Series B-Alloy, 4" RND(14), TP Rclmd, Std Gskt, , Prsr, Enc, ORION CELL C, 9D-0.1 Gal, SN Yr 9D & PBB, Thru Ld Instl Kit, TT-10'	112-8803	10	$ 2,394.00	$ 23,940.00
21	E-Series B-Alloy, 6"x18" RND Rclmd, Std Gskt, , Pr sr, Enc, ORION CELL C, 9D-1 Gal, SN Yr 9D & PBB , Thru Ld Instl Kit, TT-10', BM	112-8805	1	$ 3,540.00	$ 3,540.00
	Alternate / Optional Pricing				
22	REG 4, M25, HR-E, 4CXN2 ORION, PL Lid/Shrd-GRY, Tr x Scrw, 8D-0.1 Gal, SN YR 9D in, TT-5', BMI ST D, 24 PACK	100-6192	0	$ 60.00	$ -
23	EP Only, For Enc, ORION CELL C, Thru Ld Instl Kit, TT-8in, BMI STD	103-6671	0	$ 110.00	$ -
24	EP Only, For Enc, ORION CELL HLD, Thru Ld Instl Ki t, TT-8in, Grnd/Ocean-Pause, BMI STD, 24 PACK	111-3248	0	$ 110.00	$ -
25	E-Series B-Alloy, 5/8"x3/4"(7-1/2), Thk Wshr, En c, ORION CELL C, 9D-0.01 Gal, TS-568, SN Yr 9D & PBB, Thru Ld Instl Kit, TT-5',	105-6957	0	$ 263.62	$ -
26	E-Series B-Alloy, 1"(10-3/4), Thk Wshr, Enc, ORI ON CELL C, 9D-0.01 Gal, TS-766, SN Yr 9D & PBB, Thru Ld Instl Kit, TT-5', BMI ST	109-1893	0	$ 309.18	$ -
27	E-Series SS, 1-1/2" EL(13), Std Gskt, , Enc, ORI ON CELL C, 9D-0.1 Gal, SN Yr 9D & PBB, Thru Ld Instl Kit, TT-5', BMI STD	110-4970	0	$ 586.42	$ -
28	E-Series SS, 2" EL(17), Std Gskt, , Enc, ORION C ELL C, 9D-0.1 Gal, SN Yr 9D & PBB, Thru Ld Inst l Kit, TT-5', BMI STD	110-4971	0	$ 752.30	$ -
29	E-Series B-Alloy, 5/8"x3/4"(7-1/2), Rclmd, Thk Wsh r, Enc, ORION CELL C, 9D-0.01 Gal, TS-568, SN Y r 9D & PBB, Thru Ld Instl Ki	109-3312	0	$ 263.62	$ -
30	E-Series B-Alloy, 1"(10-3/4), Rclmd, Thk Wshr, En c, ORION CELL C, 9D-0.01 Gal, TS-766, SN Yr 9D & PBB, Thru Ld Instl Kit, TT-5'	109-3315	0	$ 309.18	$ -
31	E-Series SS, 1-1/2" EL(13), Rclmd, Std Gskt, , En c, ORION CELL C, 9D-0.1 Gal, SN Yr 9D & PBB, Th ru Ld Instl Kit, TT-5', BMI STD	112-8806	0	$ 586.42	$ -
32	E-Series SS, 2" EL(17), Rclmd, Std Gskt, , Enc, O RION CELL C, 9D-0.1 Gal, SN Yr 9D & PBB, Thru L d Instl Kit, TT-5', BMI STD	112-8808	0	$ 752.30	$ -
33	E-SERIES PLUS BRZ, 5/8"X3/4"(7-1/2), THK WSHR, E	103-9490	0	$ 515.00	$ -
34	Disc, M25 5/8"(3/4x7-1/2), Rclmd, Brz Btm 430SS-1, PL, Thk Wshr, (TS-135, SN Yr 9D & PBB, HR-E, ORIO N CELL C, PL Lid/Shrd-	112-8792	0	$ 225.00	$ -
35	Disc, M55 1"(10-3/4), Rclmd, Brz Btm 430SS-1, PL, Thk Wshr, (TS-135, SN Yr 9D & PBB, HR-E, ORION CELL C, PL Lid/Shrd-Rclmd	112-8795	0	$ 320.00	$ -
36	Disc, M120 1-1/2"-ELL Dr w/TP, Rclmd, 430SS, SS, S td Gskt, , (TS-135, SN Yr 9D & PBB, HR-E, ORION CE LL C, PL Lid/Shrd-Rclmd	112-8797	0	$ 635.00	$ -
37	Nicor B12 (11"x18") Purple (RCW) Lid, Tier 15 w/Recessed Hole		0	$ 49.68	$ -
38	Install 5/8" Meter - RCW	PRIME-286PP01	0	$ 67.85	$ -
39	Install 1" Meter - RCW	PRIME-281PP01	0	$ 67.85	$ -
40	Install 1.5" Meter - RCW	PRIME-332PP01	0	$ 276.00	$ -
	Third Party Product (Billed Upon Shipment)				
41	Nicor B12 (11"x18") Grey Lid, Tier 15 w/Recessed Hole	PRIME-218PP01	1	$ 49.44	$ 49.44
42	Nicor 11"x18" Meter Box	PRIME-294PP01	1	$ 59.47	$ 59.47
43	Nicor 11"x32" Grey Lid, Tier 15 w/Recessed Hole	PRIME-218PP02	1	$ 63.27	$ 63.27
44	Nicor 11"x32" Meter Box	PRIME-294PP02	1	$ 88.50	$ 88.50
45	Nicor B13 (13"x20") Grey Lid, Tier 15 w/Recessed Hole	PRIME-218PP03	1	$ 66.67	$ 66.67
46	Nicor D1500 Meter Box	PRIME-294PP03	1	$ 37.24	$ 37.24
47	Nicor B36 (17.5"x30.5") Grey Lid, Tier 15 w/Recessed Hole	PRIME-218PP04	1	$ 125.43	$ 125.43
48	Nicor 17"x30" Meter Box	PRIME-294PP04	1	$ 102.42	$ 102.42
49	Nicor Read-Rite Vault Retrofit Kit, 9.5" OD, Black	PRIME-294PP05	1	$ 100.30	$ 100.30
	Installation Labor (IDA Phase)				
50	Install 5/8"x3/4" Meter	PRIME-286PP	50	$ 67.85	$ 3,392.50
51	Install 1" Meter	PRIME-281PP	20	$ 67.85	$ 1,357.00
52	Install 1.5" Meter	PRIME-332PP	8	$ 276.00	$ 2,208.00
53	Install 2" Meter	PRIME-287PP	10	$ 276.00	$ 2,760.00
54	Install 3" Meter	PRIME-303PP	3	$ 828.00	$ 2,484.00
55	Install 4" Meter	PRIME-304PP	3	$ 1,035.00	$ 3,105.00
56	Install 6" Meter	PRIME-322PP	3	$ 1,236.25	$ 3,708.75
57	Install 8" Meter	PRIME-323PP	3	$ 1,646.80	$ 4,940.40
58	Drill Existing AMI Friendly Plastic Lid	PRIME-148PP	88	$ 11.50	$ 1,012.00
59	Replace Meter Pit Lid (Up to 17"x30")	PRIME-288PP	1	$ 11.50	$ 11.50
60	Replace Meter Box (Up to 17"x30")	PRIME-297PP	1	$ 63.25	$ 63.25
61	Install Buddy Box for Vault-Set Meters	PRIME-297PP01	1	$ 63.25	$ 63.25
62	Install AMI-Friendly Vault Lid Kit	PRIME-288PP01	1	$ 63.25	$ 63.25
63	Preinstallation Survey - POC Accounts Only	PRIME-250PP	100	$ 16.88	$ 1,688.00
64	Submeter GPS Coordinate Capture - POC Accounts Only	PRIME-345PP	100	$ 13.50	$ 1,350.00
65	Scratch and/or Magnet Testing of Pipe Type - Customer & Utility Side - 2" Meters and Smaller - Performed with Meter Exchange	PRIME-344PP	88	$ 16.87	$ 1,484.56
66	Scratch and/or Magnet Testing of Pipe Type - Customer & Utility Side - 2" Meters and Smaller - Performed Independently of Meter Exchange	PRIME-344PP01	1	$ 33.75	$ 33.75
67	Print and Mail Customer Notification (1/Account)	PRIME-094PP01	100	$ 3.38	$ 338.00
68	Post-Installation Door Hanger (1/Account)	PRIME-094PP02	100	$ 2.25	$ 225.00
	Installation Labor (Full Deployment)				
69	Install 5/8" x 3/4" Meter	PRIME-286PP	14,956	$ 67.85	$ 1,014,764.60
70	Install 1" Meter	PRIME-281PP	653	$ 67.85	$ 44,306.05
71	Install 1.5" Meter	PRIME-332PP	102	$ 276.00	$ 28,152.00
72	Install 2" Meter	PRIME-287PP	219	$ 276.00	$ 60,444.00
73	Install 3" Meter	PRIME-303PP	28	$ 828.00	$ 23,184.00

Pinellas Park, FL

Statement of Values (SOV)

ITEM	BMI Description	Badger Part Number	QUANTITY PER CONTRACT	TOTAL UNIT PRICE IN CONTRACT	ORIGINAL TOTAL EXT PRICE IN CONTRACT
74	Install 4" Meter	PRIME-304PP	27	$ 1,035.00	$ 27,945.00
75	Install 6" Meter	PRIME-322PP	23	$ 1,236.25	$ 28,433.75
76	Install 8" Meter	PRIME-323PP	13	$ 1,646.80	$ 21,408.40
77	Install 2" Meter - RCW	PRIME-287PP01	122	$ 276.00	$ 33,672.00
78	Install 3" Meter - RCW	PRIME-303PP01	1	$ 828.00	$ 828.00
79	Install 4"Meter - RCW	PRIME-304PP01	10	$ 1,035.00	$ 10,350.00
80	Install 6" Meter - RCW	PRIME-322PP01	1	$ 1,236.25	$ 1,236.25
81	Drill Existing AMI Friendly Plastic Lid	PRIME-148PP	16,052	$ 11.50	$ 184,598.00
82	Replace Meter Pit Lid (Up to 17"x30")	PRIME-288PP	1	$ 11.50	$ 11.50
83	Replace Meter Box (Up to 17"x30")	PRIME-297PP	1	$ 63.25	$ 63.25
84	Install Buddy Box for Vault-Set Meters	PRIME-297PP01	1	$ 63.25	$ 63.25
85	Install AMI-Friendly Vault Lid Kit	PRIME-288PP01	1	$ 63.25	$ 63.25
86	Preinstallation Survey	PRIME-250PP	16,158	$ 16.88	$ 272,747.04
87	Submeter GPS Coordinate Capture	PRIME-345PP	16,158	$ 13.50	$ 218,133.00
88	Scratch and/or Magnet Testing of Pipe Type - Customer & Utility Side - 2" Meters and Smaller - Performed with Meter Exchange	PRIME-344PP	16,052	$ 16.87	$ 270,797.24
89	Scratch and/or Magnet Testing of Pipe Type - Customer & Utility Side - 2" Meters and Smaller - Performed Independently of Meter Exchange	PRIME-344PP01	1	$ 33.75	$ 33.75
90	Print and Mail Customer Notification (1/Account)	PRIME-094PP01	16,158	$ 3.38	$ 54,614.04
91	Post-Installation Door Hanger (1/Account)	PRIME-094PP02	16,158	$ 2.25	$ 36,355.50
92	Allowance for Plumbing Repairs (Components/Labor)	TBD	1	$ 393,750.00	$ 393,750.00
93	Concrete Work	PRIME-298PP	1	$ 230.00	$ 230.00
94	Retrofit Any Size Meter with New Register and Endpoint	PRIME-077PP	1	$ 36.80	$ 36.80
95	Hourly Rate for Additional Work	PRIME-101PP	1	$ 101.25	$ 101.25
	Other Services				
96	BEACON ENGAGEMENT FEE	BEACON-ENGAGEMEN	1	$ 38,000.00	$ 38,000.00
97	STANDARD BILLING INTEGRATION	66220-201	1	$ 20,000.00	$ 20,000.00
98	ON-SITE, GETTING STARTED W/BEACON AMA	69328-202	2	$ 3,000.00	$ 6,000.00
99	ON-SITE TRAINING,CUSTOM, ADDIT CONSECUTIVE DAY	69328-912	1	$ 3,000.00	$ 3,000.00
100	WOMS Setup and Integration with GIS	PRIME-186PP	1	$ 28,125.00	$ 28,125.00
101	Mobilization (IDA Phase)	PRIME-185PP	1	$ 22,500.00	$ 22,500.00
102	Mobilization (Full Deployment)	PRIME-185PP01	1	$ 56,250.00	$ 56,250.00
103	Connex Boxes, Forklift, and Warehouse Operations at City Owned Facility (Full Deployment)	PRIME-188PP	14	$ 11,250.00	$ 157,500.00
104	Project Management	PRIME-237	18	$ 36,763.58	$ 661,744.44
105	Bonding	PRIME-184PP	1	$ 114,691.76	$ 114,691.76
	Service Units				
106	BEACON Managed Solution Service Unit Pricing - Year 1	68886-104	78,024	$ 0.68	$ 53,056.32
107	BEACON Managed Solution Service Unit Pricing - Year 2	68886-104	195,060	$ 0.68	$ 132,640.80
108	BEACON Managed Solution Service Unit Pricing - Year 3	68886-104	195,060	$ 0.68	$ 132,640.80
109	BEACON Managed Solution Service Unit Pricing - Year 4	68886-104	195,060	$ 0.68	$ 132,640.80
110	BEACON Managed Solution Service Unit Pricing - Year 5	68886-104	195,060	$ 0.68	$ 132,640.80
111	BEACON Managed Solution Service Unit Pricing - Year 6	68886-104	195,060	$ 0.68	$ 132,640.80
112	BEACON Managed Solution Service Unit Pricing - Year 7	68886-104	195,060	$ 0.68	$ 132,640.80
113	BEACON Managed Solution Service Unit Pricing - Year 8	68886-104	195,060	$ 0.68	$ 132,640.80
114	BEACON Managed Solution Service Unit Pricing - Year 9	68886-104	195,060	$ 0.68	$ 132,640.80
115	BEACON Managed Solution Service Unit Pricing - Year 10	68886-104	195,060	$ 0.68	$ 132,640.80
	Total			**Total Sell Price**	**$ 9,279,657.59**

CELLULAR COVERAGE ANALYSIS

AMI WATER METERS

RFP 24.001

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Badger Meter

BEACON® AMA Solution

ORION® Cellular Coverage Analysis (CCA)

Customer:	City of Pinellas Park, FL	**Date Issued:**	4/4/2024
Project:	City of Pinellas Park, FL	**Revision:**	1.0

SUMMARY INFORMATION

Endpoint Type:	ORION Cellular Endpoint with connectivity to M2M cellular networks
Service Area (square miles):	25
Total Endpoints:	26,315

REQUEST INFORMATION

Solution Architect:	Patrick Williamson
Account Manager:	Brad Lowe

INFORMATION PROVIDED

	FILE NAME	DATE RECEIVED
Coverage Request Form:	CCA_CITY OF PINELLAS PARK(PINELLAS PARK, FL) _3-29-2024.pdf	3/29/2024
Endpoint Locations:	Pinellas Park (FL) Service Addresses.xlsx	3/29/2024

ANALYSIS COVERAGE AREA

Analysis is based on service location addresses provided by City of Pinellas Park, FL , with 26,286 out of 26,315 (99.9%) successfully geocoded. A map of the geocoded endpoint locations is shown below. Addresses unable to be geocoded are in the Not Found tab of the Endpoint Type spreadsheet.

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

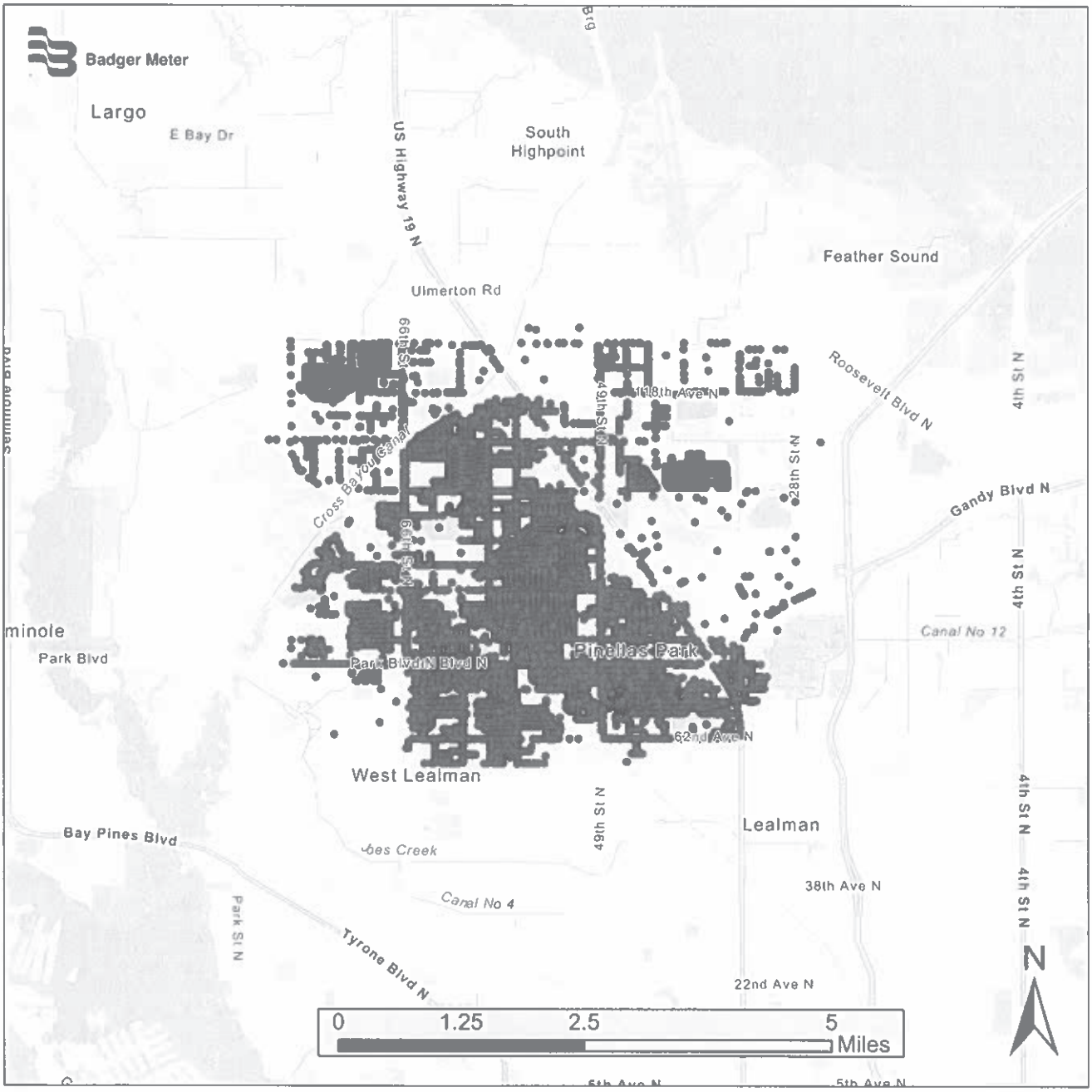
Badger Meter

BEACON® AMA Solution

ORION® Cellular Coverage Analysis (CCA)

Customer:	City of Pinellas Park, FL	**Date Issued:**	4/4/2024
Project:	City of Pinellas Park, FL	**Revision:**	1.0

ENDPOINT LOCATIONS MAP



Badger Meter

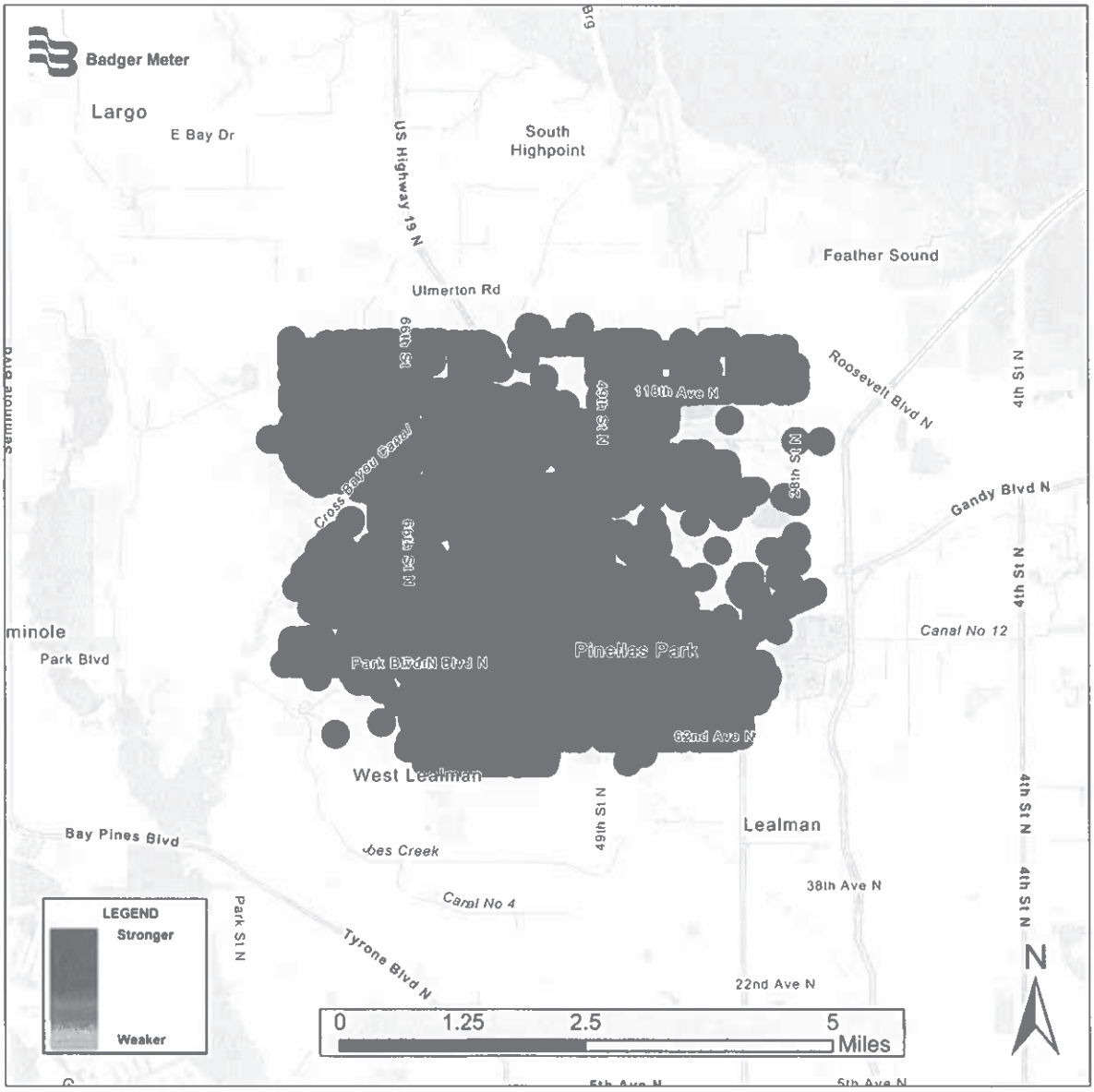
BEACON® AMA Solution

ORION® Cellular Coverage Analysis (CCA)

Customer:	City of Pinellas Park, FL	**Date Issued:**	4/4/2024
Project:	City of Pinellas Park, FL	**Revision:**	1.0

CELLULAR COVERAGE ANALYSIS

- This cellular coverage analysis has been run to determine connectivity of our providers M2M solutions which include both LTE-M and NB IoT networks. ORION Cellular Endpoints provide connectivity to both LTE-M and NB IoT networks.
- Using information provided from our carrier partners, this service area has M2M network coverage that will support our ORION Cellular endpoints.
- The map below provides an illustration of that coverage. Further guidance as to the placement of endpoints by type will be provided as deployment plans are refined.



Badger Meter

BEACON® AMA Solution

ORION® Cellular Coverage Analysis (CCA)

Customer:	City of Pinellas Park, FL	**Date Issued:**	4/4/2024
Project:	City of Pinellas Park, FL	**Revision:**	1.0

ASSUMPTIONS MADE

- Submitted information including but not limited to street addresses, service area, GPS coordinates, and meter locations are accurate.
- If GPS coordinates or a GIS shapefile are not provided for endpoint locations, street addresses are geocoded into decimal-degree latitude and longitude using ESRI's StreetMap Premium for ArcGIS North America HERE address locaters.
- Data from third party providers such as USGS National Elevation Dataset (NED), USGS National Land Cover Database (NLCD), Tele-Atlas municipal boundaries, cellular providers, and the RF propagation software used by Badger Meter is accurate.
- ORION endpoints are installed and maintained according to "ORI-UM-00025 ORION Water Endpoint Installation Manual" using a Badger Meter approved endpoint installation kit in a location that allows two-way communication between the endpoint and the cellular network.
    - Pit or vault installations are through a non-metal pit lid and the pit or vault lid is at or above grade
    - Indoor installations are mounted as high as possible in the floor joists above grade on an exterior wall

CLARIFICATIONS

- The ORION cellular coverage analysis is subject to change for reasons which may include but are not limited to; consultation with the customer, site visit by Badger Meter authorized personnel, and the availability of new or updated information.
- Cellular coverage within the utility service area is required to deploy ORION cellular endpoints.
- Review the cellular coverage analysis with your Badger Meter representative in order to understand how it may be used by the utility as a tool to deploy the system.
- All endpoints are to be installed in compliance with the published ORION installation guidelines which can be found at www.badgermeter.com
- Cellular endpoint type recommended is specific to the latitude and longitude for each location.

SMART WATER IS BADGER METER

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www.badgermeter.com

BADGER METER

BEACON SAAS MANAGED SOLUTION

MASTER AGREEMENT

AMI WATER METERS

RFP 24.001

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

This BEACON SAAS MANAGED SOLUTION MASTER AGREEMENT ("**Agreement**") is entered into as of the _____ day of _____, 2024 (the "**Effective Date**") by and between Badger Meter, Inc. , a Wisconsin corporation with offices located at 4545 W. Brown Deer Road, Milwaukee, Wisconsin 53223 ("**Badger Meter**") , and City of Pinellas Park, with offices located at 8000 60th Street North, Pinellas Park, FL 33781 and as applicable its officers, directors, members, board members, governing members, trustees, commissioners, elected and appointed officials, employees, agents, consultants and other representatives ("**Customer**").

(1) SERVICE. Badger Meter and its cellular service aggregator and data-hosting service providers ("**Suppliers**") have developed a hosted, on-demand, web-based service website ("**Portal**") accessible to its customers to provide metering and water usage service information, communicated through a cellular network, for its customers ("**Service**"), and documentation to assist customers in using the Portal and the Service ("**Documentation**").

(2) RIGHT TO ACCESS AND USE THE PORTAL AND SERVICE. In consideration of the payment of the Service Fees as set forth in Section (5), Badger Meter grants to Customer, its employees and contractors that Customer approves as users of the Service ("**Authorized User**") and Customer's approved end-user water customers ("**Authorized Consumer**") the right to remotely access and use the Service from the Portal (as currently configured) for Customer's internal business use and for the benefit of its Authorized Consumers in accordance with this Agreement. Any rights and obligations in this Agreement relative to Customer and its Authorized Consumers will only be in effect when Customer affirmatively enables the EyeOnWater Service.

(3) OWNERSHIP OF PORTAL AND SERVICE.

(a) Badger Meter Service. Badger Meter owns all rights, title and interest in the Portal, Service and Documentation, including all associated intellectual property rights. Neither Customer, nor its Authorized Users or Authorized Consumers will obtain any rights, title or interest in the Portal, Service, or Documentation or any associated intellectual property rights, other than the right to access and use the Portal, Service and Documentation, subject to the terms of this Agreement.

(b) Suggestions. If Customer provides Badger Meter any suggested improvements ("**Suggestions**") to the Portal, Service or Documentation, Customer agrees that Badger Meter will own all rights, title and interest in and to the Suggestions, even if Customer has designated the Suggestions as confidential. Badger Meter will be entitled to use the Suggestions without restriction. By entering into this Agreement, Customer irrevocably assigns, conveys and transfers to Badger Meter all right, title and interest in and to the Suggestions and agrees to provide Badger Meter with commercially reasonable assistance to document, perfect and maintain Badger Meter's rights in the Suggestions.

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6.1.b

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Packet Pg. 638

(4) TERM. The term of this Agreement begins on the Effective Date and continues for a ten (10) year term unless earlier terminated in accordance with Section (16) of the Agreement (the "**Term**").

(5) FEES.

(a) Service Fees. In consideration for the right to access and use the Portal, Service and Documentation, Customer agrees to pay Badger Meter certain fees ("**Service Fees**") to obtain enterprise-wide access to the Portal, Service and Documentation, authorizing all of its Authorized Users and Authorized Consumers to use the Portal and Service and Documentation in accordance with the terms of this Agreement, pursuant to the pricing set forth in **Exhibit 1 - Fees**.

(b) Taxes All prices are exclusive of all sales, use, value added, customs and excise taxes, and any other taxes, duties, fees and charges of any kind imposed by any governmental authority in connection with this Agreement. Buyer shall pay or reimburse Badger Meter on demand for all such taxes, duties, fees and charges but Buyer shall not be responsible for any taxes imposed on, or with respect to, Badger Meter's income.

(c) Updated Schedule of Fees. At least ninety (90) days prior to the expiration date of the Term ("**Anniversary Date**"), Badger Meter will provide Customer with an updated Schedule of Fees for the Service for the upcoming contract term.

(6) RESTRICTIONS ON RIGHT TO USE. Customer agrees that Customer, its Authorized Users and Authorized Consumers will not use or permit or assist another to use the Portal, Service or Documentation in violation of this Agreement and will not:

(a) Sell, license, resell, sublicense, or otherwise permit any third parties other than Authorized Users or Authorized Consumers to access or use the Portal, Service, or Documentation.

(b) Remove patent, copyright, trademark or other intellectual property markings from the Portal, Service or Documentation.

(c) Modify, alter, tamper with, repair or otherwise create derivatives from the Portal, Service or Documentation.

(d) Copy, reverse engineer, disassemble or decompile the Portal, Service or Documentation or apply any other process or procedure to derive the source code from any software included in the Portal or Service.

(e) Use the Portal or Service in a manner that violates any applicable international, federal, state or local laws, rules or regulations.

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6.1.b

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Packet Pg. 639

(f) Assert or authorize, assist or encourage any third party to assert against Badger Meter, its affiliates, customers, vendors, business partners, Servicers or licensors any intellectual property infringement Claim regarding the Portal, Service or Documentation.

(g) Transmit content or messages that are illegal, fraudulent, threatening, abusive, defamatory, or obscene.

(h) Make any unauthorized connection to Badger Meter's information technology architecture ("**Network**")

(i) Communicate any unsolicited commercial, voice, SMS, or other message.

(j) Upload or transmit any "virus," "worm," or malicious code or access, alter, or interfere with the communications of and/or information about another customer.

(k) Take actions that could cause damage to or adversely affect Badger Meter, the Service, Portal, Suppliers, Network or the property or reputation of Badger Meter or its Suppliers.

Customer and Badger Meter agree to make good faith efforts to minimize abuse or fraudulent use of the Portal and Service, to promptly report to each other any such abuse or fraudulent use of which they become aware, and to fully cooperate in any investigation or prosecution initiated by Badger Meter, its Suppliers or Customer related to abuse or fraudulent use of the Portal and Service.

(7) **CUSTOMER SUPPORT.** Badger Meter will provide Customer the support services described in **Exhibit 2 - Service Level Agreement**.

(8) **CUSTOMER DATA.**

(a) Customer Data Defined. Customer, its Authorized Users and Authorized Consumers may provide Badger Meter and its Suppliers certain, customer billing information, personally identifiable information or other content ("**Customer Data**").

(b) Ownership. The Parties agree that the Customer Data is and shall remain the sole and exclusive property of Customer and/or its licensors or Authorized Consumers, including but not limited to any intellectual rights in the Customer Data.

(c) Use of Customer Data by Badger Meter. Customer, its Authorized Users and Authorized Consumers consent to Badger Meter and its Suppliers' right to host, access, store, copy and use the Customer Data as reasonably necessary to provide, maintain, repair and enhance the Portal, Service and Documentation. Badger Meter may disclose certain Customer Data only to provide the Service to Customer, its Authorized Users and Authorized Consumers or to comply with the law or request of a governmental or regulatory body (including subpoenas or court orders as described in Section 9.) .

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(d) Customer Responsibilities. Customer is solely responsible for the development, content, operation and maintenance of the Customer Data, including but not limited to the technical operation of the Customer Data, and ensuring that calls made to the Service from Customer's network are compatible with then-current API's for the Service. Customer is responsible to ensure that Customer, its Authorized Users and Authorized Consumers comply with the Badger Meter Terms of Use Policy, the Badger Meter Privacy Policy or any other policies referenced in this Agreement and the law.

(9) CONFIDENTIALITY.

(a) Confidential Information Defined. For purposes of this Agreement, Confidential Information means all nonpublic information disclosed by one party to the other that is designated as confidential or that given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential, including but not limited to: (a) nonpublic information related to Badger Meter or its affiliates, Suppliers, business partners, technology, customers, business plans, intellectual property, promotional and marketing activities, finances and other business affairs; (b) third party information Badger Meter is obligated to keep confidential; (c) the content and existence of any discussions or negotiations between the parties; (d) Badger Meter's intellectual property used in providing the Portal, Service or Documentation; (e) Customer Data); and (f) Traffic Data, as defined below.

(b) Protection of Confidential Information. To the extent permitted by law, the parties agree to hold the other party's Confidential Information in strict confidence and will not copy, reproduce, give, sell, assign, license, market, transfer or otherwise dispose of the Confidential Information of the other party to any third parties or use the Confidential Information for any purposes whatsoever other than as contemplated by this Agreement. The Parties will take commercially reasonable steps to avoid disclosure, dissemination or unauthorized access to or use of the Confidential Information during the Term and for a period of five (5) years after the end of the Term, except that Confidential Information which is designated as a trade secret which shall continue to be subject to these confidentiality obligations in perpetuity. Customer agrees it will not misrepresent or embellish the relationship between the Parties (including by expressing or implying that Badger Meter supports, sponsors, endorses or contributes to Customer or its business endeavors) or express or imply any relationship or affiliation between Badger Meter and Customer or any other person or entity except as expressly permitted by this Agreement.

(c) Traffic Information. All de-identified data (generally, aggregated system data stripped of PII) generated or collected by Badger Meter through operation of the Portal and Service is referred to as the "**Traffic Data**." All Traffic Data shall be the Confidential Information of and owned exclusively by Badger Meter.

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(d) Third Party Requests for Confidential Information. Neither party may disclose the other party's Confidential Information except to a Supplier subject to the restrictions in this Agreement or an Authorized User or Authorized Consumer except as otherwise required by law. If a party receives a request for access to the other party's Confidential Information from a third party, the receiving party agrees to inform the disclosing party in writing within three (3) business days of receipt of the request unless prohibited by law.

(e) Exclusions from Confidential Information. Confidential Information of a party shall not include information which: (i) is in or becomes part of the public domain through no fault of the receiving party; (ii) the receiving party can prove was known to it prior to its receipt from the disclosing party without reference to the Confidential Information; (iii) is independently developed by the receiving party outside of this Agreement without use of the disclosing party's Confidential Information; or (iv) is obtained by the receiving party from a third party which had no obligation of confidentiality to the disclosing party.

(10) CUSTOMER'S REPRESENTATIONS AND WARRANTIES. Customer represents and warrants to Badger Meter that:

(a) Authority. Customer has the right and authority to enter into this Agreement and to meet its financial and legal obligations under this Agreement.

(b) Ownership. Customer, its licensors or its Authorized Consumers, own all rights, title and interest in and to the Customer Data. Customer has all rights in the Customer Data necessary to grant the rights to Badger Meter contemplated under this Agreement.

(c) Compliance with Badger Meter Policies. None of the Customer Data or the use of the Customer Data, the Portal or Service by Customer, its Authorized Users or its Authorized Consumers will violate Badger Meter's BEACON Terms of Use https://beaconama.net/termsofuse.html or Privacy Policy https://beaconama.net/privacy/privacy.html.

(d) Compliance with the Law. Neither Customer, the Authorized Users nor the Authorized Consumers will access or use the Portal, Service or Documentation in any manner that violates any applicable international, federal, state or local laws and/or regulations, including but not limited to all applicable data protection, intellectual property and privacy laws.

(11) REPRESENTATIONS AND WARRANTIES OF BADGER METER.

(a) Authority. Badger Meter represents and warrants to Customer that it has the right and authority to enter into this Agreement and to perform its obligations under this Agreement.

(b) Service Warranty. Badger Meter represents and warrants to Customer that the Portal and Service will be provided pursuant to **Exhibit 2 – Service Level Agreement**. In providing the

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Portal and Service, Badger Meter will maintain sufficient data storage capacity to satisfy the technical requirements and required storage capacity to host the Portal and Service, in its reasonable discretion. If Customer allows unauthorized users to access the Portal, Service or Documentation, this express limited warranty will immediately become null and void.

(c) **Remedy for Breach of the Express Limited Warranty**. If the Portal, Service or Documentation fail to meet the terms of the express limited warranty set forth in Section 11(b), Customer is required to notify Badger Meter promptly as defined in **Exhibit 2 – Service Level Agreement**. Customer's exclusive remedy for a breach of the express limited warranty is a Service credit to be calculated in accordance with **Exhibit 2 – Service Level Agreement**.

(d) DISCLAIMER OF IMPLIED WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 11(b), BADGER METER MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE PORTAL, SERVICE OR DOCUMENTATION. BADGER METER EXPRESSLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE PORTAL, SERVICE OR DOCUMENTATION, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, INDUSTRY PRACTICE OR USAGE OF TRADE.

BADGER METER EXPRESSLY DISCLAIMS THAT THE PORTAL AND SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND EXPRESSLY DISCLAIMS ANY WARRANTIES AS TO THE RELIABILITY, QUALITY, SECURITY, CONDITION, DESIGN, SUITABILITY, INTER-OPERABILITY, AVAILABILITY, COMPLETENESS OF THE PORTAL OR SERVICE OR THAT ANY DATA, INCLUDING THE CUSTOMER DATA, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

(e) ESSENTIAL TERMS. THE ENFORCEABILITY OF THIS SECTION (11) IS ESSENTIAL TO BADGER METER'S WILLINGNESS TO ENTER INTO THIS AGREEMENT WITH CUSTOMER.

(12) LIMITATION OF LIABILITY

(a) DIRECT DAMAGES. IF ANY PARTY DEFAULTS IN ITS OBLIGATIONS UNDER THIS AGREEMENT, :THE NON-BREACHING PARTY WILL BE ENTITLED TO RECOVER FROM THE BREACHING PARTY ONLY THE ACTUAL AND DIRECT DAMAGES THAT THE NON-BREACHING PARTY MAY INCUR AS A RESULT OF SUCH BREACH.

(b) CAP ON DAMAGES. NEITHER PARTY'S NOR ANY OF ITS RESPECTIVE AFFILIATES ANNUAL LIABILITY UNDER THIS AGREEMENT WILL EXCEED THE LESSER OF (A) THE AMOUNTS THE CUSTOMER ACTUALLY PAYS BADGER METER UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM

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DURING THE 12 MONTHS PRECEDING THE CLAIM, OR (B) US $250,000. NOTHING IN THIS SECTION 12 WILL LIMIT CUSTOMER'S OBLIGATION TO PAY BADGER METER FOR USE OF THE SERVICES PURSUANT TO SECTION 5.

(c) LIMITS ON DAMAGES. EXCEPT FOR PAYMENT OBLIGATIONS ARISING UNDER SECTIONS (13) AND (14) (INDEMNIFICATION), NEITHER PARTY NOR ANY OF ITS RESPECTIVE AFFILIATES, SUPPLIERS OR LICENSORS WILL BE LIABLE TO THE OTHER PARTY, AN AUTHORIZED USER, AUTHORIZED CONSUMER OR ANY THIRD PARTY FOR ANY CLAIMS, DEMANDS, ACTIONS, LOSSES, DAMAGES, FINES, JUDGMENTS SETTLEMENTS, COSTS, EXPENSES, ATTORNEY'S FEES, AND COURT COSTS OR ANY OTHER LIABILITIES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE PORTAL, SERVICE, DOCUMENTATION, OR THE SUBJECT MATTER OF THIS AGREEMENT ("CLAIM").

FURTHER, NEITHER PARTY NOR ANY OF EITHER PARTY'S RESPECTIVE AFFILIATES, SUPPLIERS OR LICENSORS SHALL BE LIABLE TO THE OTHER PARTY, AN AUTHORIZED CONSUMER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST REVENUE OR PROFITS OR DIMINUTION OF VALUE, OR OTHER ECONOMIC ADVERSITY, CLAIMS RESULTING FROM LOSS OF CUSTOMER DATA, OR BREACH OF CONFIDENTIALITY, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

NEITHER BADGER METER NOR ANY OF ITS AFFILIATES, SUPPLIERS OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT OR DAMAGES ARISING IN CONNECTION WITH: (A) CUSTOMER'S INABILITY TO USE THE PORTAL OR SERVICE, INCLUDING AS A RESULT OF ANY: (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICE ; OR (ii) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENT, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE FOR ANY REASON, INCLUDING BUT NOT LIMITED TO AS A RESULT OF A POWER OUTAGE, SYSTEM FAILURE OR OTHER INTERRUPTION; (B) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES; (C) ANY INVESTMENTS, EXPENDITURES OR COMMITMENTS MADE BY CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICE OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF CUSTOMER'S DATA.

(13) CUSTOMER'S INDEMNIFICATION OBLIGATIONS.

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(a) Generally. Customer agrees to defend, indemnify, and hold harmless Badger Meter as well as its parents, subsidiaries, affiliates, officers, employees, agents, licensors, Suppliers, representatives and customers and each of their respective employees, officers, directors, members and representatives (the "**Badger Meter Parties**"), against any and all Claims made against the Badger Meter Parties by any third party arising out of or related to: (i) Customers, Authorized Users or Authorized Consumers access and use of the Portal, Service, or Documentation; (ii) the subject matter of this Agreement ; (iii) violation of applicable law by Customer, its Authorized Users or Authorized Consumers; or (iv) a dispute between Customer and any Authorized User or Authorized Consumer.

(b) Procedure for Indemnification. Upon receipt of a Claim, Badger Meter will provide prompt written notice to Customer of the Claim for which the Badger Meter Parties seek indemnification. Badger Meter's failure to promptly notify Customer will only affect Customer's obligation to indemnify the Badger Meter Parties to the extent such failure causes actual prejudice to Customer's ability to defend the Claim. The notice must include a description of the Claim with reasonable detail of the facts giving rise to the Claim. Upon receipt of notice of a Claim, Customer shall be obligated to assume and control the defense of such Claim at its own expense. The Badger Meter Parties may retain their own counsel to cooperate in defending the Claim, at their own expense. The Badger Meter Parties agree to cooperate with Customer in defending the Claim and in making available to Customer all witnesses, records, materials and information in their possession or control to assist in the defense of the Claim, as is reasonably requested by Customer. Customer may not settle or compromise any Claim or consent to the entry of any judgment unless Badger Meter provides prior written consent and the Badger Meter Parties are given an unconditional written release from Customer with respect to the Claim. In the event Customer fails to defend, indemnify, and hold the Badger Meter Parties harmless, after notice of a request for indemnification, the Badger Meter Parties shall be entitled to assume the defense and seek reimbursement from Customer for all losses with regard to the Claim and all attorneys' fees and litigation costs expended by the Badger Meter Parties in defending the Claim.

(14) BADGER METER'S INDEMNIFICATION OBLIGATIONS.

(a) Generally. Subject to the limitations of liability provisions set forth in Section (12) of this Agreement, Badger Meter agrees to indemnify, defend and hold harmless Customer, and as applicable its officers, directors, members, board members, governing members, trustees, commissioners, elected and appointed officials, employees, agents, consultants and other representatives ("**Customer Parties**") from and against any legal proceedings filed against the Customer Parties by a third party based upon the allegations that the Portal, Service or Documentation infringes or violates a third party's patent, copyright or other intellectual property rights ("**Intellectual Property Dispute**").

(b) Mitigation. If the Portal, Service or Documentation becomes the subject of an Intellectual Property Dispute and is enjoined, Badger Meter will have the right to (i) procure for Customer

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the right to continue using the Portal and Service; (ii) modify the Portal and Service to avoid allegations of infringement, provided the modification does not materially change the functionality of the Portal and Service; (iii) replace the Portal and Service with an equally suitable, functionally equivalent, non-infringing Portal and Service; or (iv) immediately terminate this Agreement and provide Customer with a refund of any unused pre-paid portion of the Service Fees.

(c) Exclusions. Badger Meter assumes no liability for and Customer will not be entitled to receive indemnification from Badger Meter for any Intellectual Property Dispute which results directly and solely from (i) Customer's failure to use the Portal or Service in conformity with the Documentation; (ii) Customer's actions in combining the Service with any third party software, technology, hardware or data; or (iii) Customer's violation of access granted in Section (2).

(d) Procedure for Indemnification. Upon receipt of an Intellectual Property Dispute, Customer will provide prompt written notice to Badger Meter of the Intellectual Property Dispute for which the Customer Parties seek indemnification. Customer's failure to promptly notify Badger Meter will only affect Badger Meter's obligation to indemnify the Customer Parties to the extent such failure causes actual prejudice to Badger Meter's ability to defend the Claim. The notice must include a description of the Intellectual Property Dispute with reasonable detail of the facts giving rise to the Intellectual Property Dispute. Upon receipt of notice of an Intellectual Property Dispute, Badger Meter shall be obligated to assume and control the defense of such Intellectual Property Dispute at its own expense. Customer may retain its own counsel to cooperate in defending the Intellectual Property Dispute, at its own expense. Customer agrees to cooperate with Badger Meter in defending the Intellectual Property Dispute and in making available to Badger Meter all witnesses, records, materials and information in Customer's possession or control to assist in the defense of the Intellectual Property Dispute as is reasonably requested by Badger Meter. Badger Meter may not settle or compromise any Intellectual Property Dispute or consent to the entry of any judgment unless Customer provides prior written consent and the Customer is given an unconditional written release from Badger Meter with respect to the Intellectual Property Dispute. In the event Badger Meter fails to defend, indemnify, and hold the Customer Parties harmless, after notice of a request for indemnification, Customer shall be entitled to assume the defense and seek reimbursement from Badger Meter for all losses with regard to the Intellectual Property Dispute and all attorneys' fees and litigation costs expended by Customer in defending the Intellectual Property Dispute.

(15) TERMINATION.

(a) Termination for Convenience. Customer may terminate this Agreement for any reason by providing Badger Meter written notice of termination at least ninety (90) days in advance of the effective date of such termination. Badger Meter shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of the termination. After receipt of a notice of termination for convenience, Badger Meter will exercise reasonable

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diligence to accomplish the cancellation or diversion of related services and settle all outstanding liabilities associated with the cancellation of such commitments.

(b) Termination for Cause. A party is in default under this Agreement if it materially breaches or materially fails to perform its obligations under this Agreement, which includes any failure to make undisputed payments pursuant to Section (5) ("**Event of Default**").

(c) Opportunity to Cure. Upon the occurrence of an Event of Default, the non-defaulting party shall deliver a written notice describing the Event of Default (the "**Cure Notice**"). If the receiving party has not cured the Event of Default within thirty (30) days after receipt of the Cure Notice, then the non-defaulting party shall have the right to terminate this Agreement, at its option, by delivering to the defaulting party a written notice of termination (the "**Termination Notice**").

(d) Immediate Right to Terminate. Badger Meter shall have the right to immediately terminate this Agreement: (i) in order to protect its Confidential Information, or its Intellectual Property Rights in the Portal or Service; (ii) in order to comply with applicable law (iii) if Customer makes any representation or warranty which is materially untrue as of the Effective Date or at any time during the Term; or (iv) upon an assignment for the benefit of creditors, if Customer suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under any statute relating to insolvency or for the protection of creditor rights or if a party becomes insolvent or technically bankrupt.

(e) Termination. Upon delivery of the Termination Notice to Customer by Badger Meter: (i) Badger Meter may cease providing Services to Customer, its Authorized Users and Authorized Consumers; (ii) Customer, its Authorized Users and Authorized Consumers will have no further right to use the Portal, Service or Documentation, will immediately cease using the Portal, Service and Documentation, and will receive no further Service; (iii) Customer will deliver to Badger Meter any Confidential Information of Badger Meter's in its possession or control, and (iv) Badger Meter may cease gathering data from Customer's endpoints, within a reasonable time, up to one hundred twenty (120) days after termination. Within a reasonable time after termination, at Badger Meter's discretion, Badger Meter will scrub the personally identifiable information from the Customer Data. Customer must immediately return, or at Badger Meter's option, destroy all Documentation provided to Customer by Badger Meter. Customer will remain liable for any Service Fees incurred prior to termination.

(f) Post – Termination Assistance. At either the expiration of the Term without renewal, or upon a default by Customer and subsequent termination, Badger Meter will provide post-termination data retrieval assistance to Customer for an additional fee, which shall be invoiced at the rate of $200/hour, with the number of hours required determined by the amount of data Customer wishes to extract from the Service. Any additional post-termination assistance from Badger Meter is subject to mutual agreement by the parties.

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(g) Reinstatement Fee. If Customer desires to reinstate access to the Portal and Service after termination, a reinstatement fee of $7.50 per endpoint reinstated will apply.

(16) SUSPENSION OF SERVICES.

(a) Nonpayment. Badger Meter may suspend the Service and access to the Portal and shall not be obligated to provide access to the Portal and Service to Customer, its Authorized Users or Authorized Consumers until all outstanding undisputed invoices for the Service have been paid in full, including any fees associated with suspension of the Service.

(b) Network Protection. Customer acknowledges that Badger Meter (and any of its Suppliers) may restrict, or suspend all or a portion of the Service or limit the Service as may be reasonably necessary to prevent or limit suspected fraud or any problem that materially and adversely affects the performance of the Service and/or is likely to do substantial damage to Badger Meter, Badger Meter's customers or Suppliers. Some of these actions may interrupt or prevent legitimate communications and usage. Such situations may arise: (a) if a device deployed on the Service is materially out of compliance with the technical requirements; (b) in case of actual or suspected fraudulent use; or (c) in case of disruptive or damaging operation.

(c) Notification. In the event that Badger Meter or one of its Suppliers restricts, suspends or cancels any portion of the Service or limits the operation of the Service, Badger Meter shall use reasonable efforts to (i) promptly notify Customer in advance; (ii) provide reasonable information regarding its identification of the issue that resulted in the actions taken; and (iii) reinstate Service upon resolution of the issue as soon as practicable and in any case within a reasonable timeframe.

(d) Immediate Suspension. Badger Meter may suspend Customer's or an Authorized Users or Authorized Consumers right to access or use the Service immediately upon notice to Customer if Badger Meter determines:

(i) Use of the Service poses a security risk to the Service, the Network or any third party, adversely impacts the Service, the Network or data of any other Badger Meter customer, or subjects Badger Meter or any third party to liability or fraud.

(ii) Customer or one of its Authorized Users or Authorized Customers is in breach of this Agreement or is delinquent on its payments for more than fifteen (15) days.

(iii) Badger Meter ceases to operate in the ordinary course, has an assignment for the benefit of creditors or similar disposition of its assets or becomes the subject of any bankruptcy, reorganization, liquidation dissolution or similar proceeding.

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(e) Reinstatement. Badger Meter will use commercially reasonable efforts to restore Customer's rights to use and access those portions of the Service or accounts that gave rise to the suspension promptly after Customer has resolved the problem giving rise to the suspension.

(f) Effect of Suspension. If Badger Meter suspends Customer's right to access or use all or any portion of the Service or the Portal:

(i) Customer remains responsible for all Service Fees and undisputed charges incurred through the date of suspension.

(ii) Customer remains responsible for any applicable Service Fees and charges for any Services to which Customer has continued access as well as applicable fees and charges.

(iii) Customer will not be entitled to any service credits under the Service Level Agreement for any period of suspension.

(iv) Badger Meter's right to suspend the Services is in addition to Badger Meter's right to terminate this Agreement.

(17) COMPLIANCE WITH REGULATIONS; DATA PRIVACY. Each party is responsible for complying with industry standards and such applicable laws and regulations, including, but not limited to, the generally accepted practices in the information technology service management industry for providing secure data handling and management, including meeting or exceeding Information Technology Infrastructure Library (ITIL) standards for logical and physical security and all requirements regarding the protection of data in its possession or under its control. A party will not be liable for any failure of the other party to comply with this requirement.

(18) DATA SECURITY AND RECOVERY.

(a) Data Security. In order to protect the Customer Data and prevent unauthorized access to or use of the Customer Data, Portal or Service, Badger Meter has implemented commercially reasonable internal procedures and systems designed to protect the privacy and security according to the requirements set forth in **Exhibit 3 – BEACON SaaS Managed Solution Security Policy** ("**Security Standards**"), consistent with applicable international, federal, state and local laws. The purpose of the security policy is to identify reasonably foreseeable and internal risks to security and unauthorized access to Badger Meter's Network and minimize security risks, including through risk assessment and regular testing. Badger Meter will designate one or more employees to coordinate and be accountable for the security program.

(b) Protection of Customer Data. Badger Meter will implement reasonable and appropriate measures for the Badger Meter Network designed to help Customer secure the Customer Data against accidental or unlawful loss, access or disclosure in accordance with Badger Meter's Security Standards. Badger Meter may modify its Security Standards from time to time but will

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continue to provide at least the same level of security as described in the Security Standards as of the Effective Date. The security and data privacy provisions in this Section contain Badger Meter, and its Suppliers entire obligation regarding the security, privacy and confidentiality of the Customer Data.

(c) Data Storage. Badger Meter will employ commercially reasonable storage (including backup, archive and redundant data storage) and commercially reasonable precautions to prevent the loss of or alteration of Customer Data, but does not guarantee against any such loss or alteration. Badger Meter will not serve as Customer's official record keeper. Customer will maintain source documents of the Confidential Information (such as billing information) hosted by Badger Meter under this Agreement.

(d) Customer Responsibilities. Customer is responsible for properly configuring and using the Service and taking steps to maintain appropriate security, protection and backup of the Customer Data, including but not limited to the use of encryption technology to protect Customer Data from unauthorized access and will perform routine archiving of the Customer Data. Further, Customer is responsible for regularly auditing its Authorized Users, and will enact internal procedures to remove Authorized Users from the Service if their job duties change and access is no longer appropriate, or if an Authorized User separates from Customer.

(e) Data Transmission Risks.

(i) Cellular Transmissions. Communication between the endpoint and cell tower is 128 bit encrypted. Customer acknowledges that neither Badger Meter nor its Suppliers can guarantee the privacy or security of any cellular transmissions as part of the Service. Customer acknowledges that cellular transmissions are capable of being intercepted by third parties without the knowledge or permission of Badger Meter or its Suppliers. Badger Meter and its Suppliers shall not be liable to Customer, the Authorized Users, the Authorized Consumers or any third party for interception or unauthorized use of any data transmitted through the cellular network, as part of the Service.

(ii) Internet Transmissions. Customer acknowledges that security of transmissions over the Internet cannot be guaranteed. Badger Meter is not responsible for: (i) Customer's access to the Internet; (ii) interception, unauthorized use or interruptions of communications through the Internet; or (iii) changes or losses of data through the Internet, in each case other than to the extent caused solely by Badger Meter. In order to protect Customer Data, Badger Meter may suspend Customer, Customer's Authorized Users or Authorized Consumers access to or use of the Badger Meter Portal or Service via the Internet immediately, without prior notice, pending an investigation of any potential security breach.

(f) Coverage Availability. The Service is provided using a wireless network. Actual signal availability in the Service Area will depend on the device used to access the Service as well as

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coverage for the applicable wireless network provided in specific geographic regions. Coverage may be refused, interrupted or limited by environmental factors such as signal strength, buildings, weather, geography, topography, or by factors affecting the Suppliers, such as usage concentration or by facilities changes, modifications, updates, relocations, repairs, maintenance or other similar activities necessary for the proper or improved operation of the Supplier's facilities. Any such factors may result in dropped and blocked connections or slower data speeds. Neither Badger Meter nor any of its Suppliers will be responsible to Customer or any of Customer's Authorized Users or Authorized Consumers for any such lapses in or obstructions to coverage. The Service Area is subject to change from time to time. Should Badger Meter receive notice from its Supplier that such Supplier intends to discontinue its support for the Badger Meter Service in all or part of the Service Area, Badger Meter will provide Customer with as much advance notice as practicable under the circumstances.

(g) Password Protection. Customer, its Authorized Users and Authorized Consumers will be required to select and use certain user names, passwords or codes to access and use the Service and Portal. Customer assumes sole responsibility for the selection, management and use of any codes or passwords as may be permitted or required for the access to and use of the Portal and Service by Customer, its Authorized Users and its Authorized Consumers. Customer agrees to maintain the privacy of usernames and passwords associated with the Badger Meter Portal and Service. Customer shall remain responsible for all activities that occur under Customer's password or Internet account. Customer will immediately notify Badger Meter of any unauthorized use of Customer's password or Internet account or any other breach of security, and ensure that Customer exits from Customer's Internet account at the end of each session. Badger Meter shall not be liable for any damages incurred by Customer or any third party arising from Customer's failure to comply with this Section.

(h) Third Party Access. To the extent that Customer requests that Badger Meter provide any Customer Data to Authorized Users, Authorized Consumers or third parties or any non-U.S. location, Customer represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state or local laws and/or regulations.

(i) Security Breach. If Badger Meter becomes aware of a security breach or that compromises the security, confidentiality or integrity of the Customer Data ("Breach"), Badger Meter will promptly notify Customer in writing and take appropriate actions to resolve the Breach. Badger Meter will reasonably cooperate with Customer to investigate the nature and scope of any Breach. In its initial notification to Customer, Badger Meter will provide Customer with: (i) a description of the Breach; (ii) the estimated impact of the Breach on Customer's Data; (iii) the name and contact information of the person at Badger Meter who will be primarily responsible for resolving the issues for Customer; and (iv) the investigation taken and the suggested corrective action. Badger Meter will provide commercially reasonable cooperation to Customer in investigating, assisting with notification of the Breach and taking corrective action as requested by Customer.

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(j) Notification of Breach. In the event that applicable law requires notification to individuals of an Breach or if requested by Customer, Badger Meter will take additional mitigation steps for the benefit of Customer, including, but not limited to, providing reasonable assistance with drafting and sending of required notifications.

(19) CHANGES.

(a) Right to Make Changes. Badger Meter may from time to time make changes, without Customer's approval, to the Terms of Use, the Privacy policies, the Portal, Service or Documentation, provided that such changes: (i) do not increase Customer's total costs of accessing and using the Portal and Service during the Term of this Agreement ; (ii) do not require Customer to make any material changes to its systems, software, equipment, policies or procedures ; (iii) do not have a material adverse impact on the functionality, interoperability, performance, reliability, security or resource efficiency of the Portal and Service ; (iv) do not materially reduce the scope of the Portal and Service; and (v) are otherwise consistent with this Agreement. Badger Meter will publicize any changes by a notice given to Customer or by a prominent announcement on the Portal. Any such changes will not take effect until thirty (30) days after posting of notice on the Portal. By continuing to use the Service after the effective date of the modification to a policy, Customer agrees to be bound by the modified policies. It is Customer's responsibility to check the Badger Meter site regularly for modifications to the policies.

(b) Emergency Changes; System Improvement. Notwithstanding the foregoing, Badger Meter and its Suppliers may make temporary changes to the Portal and Service required by an emergency or threat to the security or integrity of the Portal or Service, to respond to Claims, litigation or loss of license rights related to third party intellectual property rights or to comply with the law or requests of a government entity, as well as take actions deemed reasonably necessary to protect or optimize the Service. Some of these actions may interrupt or prevent legitimate communications and usage, including, for example, use of message filtering/blocking software to prevent SPAM or viruses, limitations on throughput, and scheduled maintenance. Badger Meter will provide notice by sending a message to the email address then associated with Customer's account and by posting it on Badger Meter's Portal. Badger Meter will provide Customer with: (i) at least thirty (30) days' advance notice of planned maintenance by Badger Meter; and (ii) as much advance notice as reasonably possible of emergency changes or maintenance by Badger Meter or its Suppliers. Any actions resulting in permanent changes shall only be made in compliance with Section (19) (a).

(20) RIGHT TO SUBCONTRACT. Badger Meter may subcontract the performance of any of its cellular or web-services duties or obligations under this Agreement, and will use commercially reasonable efforts to subcontract only with subcontractors that have the requisite skills to perform any subcontracted obligations in accordance with the terms of this Agreement.

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(21) GENERAL.

(a) **Binding Agreement.** This Agreement is binding upon and will inure to the benefit of the parties and their respective successors and assigns.

(b) **Affiliates.** This Agreement covers only the employees and agents of Customer. If Customer wishes to have any entity that directly or indirectly controls, is controlled by or is in common control with Customer to access the Portal and use the Service, Customer's Affiliate must execute a separate agreement with Badger Meter.

(c) **Assignment.** Either party may assign its rights and obligations under this Agreement with the express written consent of the other party, which consent will not be unreasonably withheld or delayed. Any purported assignment or transfer in violation of this Section will be null and void. Notwithstanding the foregoing, Badger Meter may assign its rights and obligations under this Agreement without the consent of Customer: (i) upon a sale of a majority of its outstanding capital stock to an affiliate or third party; (ii) if it sells all or substantially all of its assets; (iii) in the event of a merger; or (iv) in the event of a similar change of control.

(d) **No Waiver.** The waiver or failure of either party to exercise any right or remedy provided under this Agreement will not be deemed a waiver of any further right or remedy. All waivers must be in writing to be effective.

(e) **Severability**. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions of this Agreement will be interpreted to effectuate the intent of the original Agreement. If such construction is not possible, the invalid or unenforceable portion of the Agreement will be severed from this Agreement, and the remainder of the Agreement will remain in full force and effect.

(f) **Independent Contractors**. The Parties agree that they are independent contractors and that neither party nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.

(g) **Savings Clause.** The invalidity of any provision of this Agreement shall not affect the validity and binding effect of the remaining provisions.

(h) **No Third Party Beneficiaries.** Nothing express or implied in this Agreement shall confer any rights, remedies, obligations or liabilities whatsoever to third parties which are not signatories to this Agreement.

(i) **Governing Law.** To the extent permitted by law, the terms of this Agreement are governed by the laws of the State of Florida. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

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(j) No Claims Against or Liability of Badger Meter Suppliers. Customer acknowledges that the Service utilizes services that are furnished to Badger Meter and one or more Suppliers pursuant to agreements between Badger Meter and its Suppliers. Neither Customer nor any Authorized Users or Authorized Consumers has a contractual relationship with Badger Meter's Suppliers and neither Customer nor its Authorized Users or Authorized Consumers is a third party beneficiary of or will have any claim against Badger Meter's Suppliers in the event any such agreement expires or is terminated. Customer further acknowledges that the Suppliers disclaim all liability of any nature, whether legal or equitable, to Customer, its Authorized Users or Authorized Consumers, whether direct, indirect, incidental or consequential, arising out of the use of Badger Meter Portal or Service by Customer, its Authorized Users or Authorized Consumers, including any liability for personal injury or death, failure to be able to use the Service or otherwise. Customer agrees that neither it nor any Authorized Users or Authorized Consumers shall have any Claim against the Supplier of any kind with respect thereto, whether arising out of breach of contract, warranty, negligence, and tort or otherwise.

(k) Resolution Efforts. Any litigation between the parties shall be in the Circuit Court in and for Pinellas County, Florida, including the Mediation and Arbitration procedures provided by such court.

(22) INJUNCTIVE RELIEF: Notwithstanding the provisions of Section 21, to the extent permitted by law, Badger Meter shall have the right to pursue injunctive, declaratory or other relief by the state and federal courts sitting in Milwaukee, Wisconsin and waive any objection that they would otherwise have to venue in such courts.

(23) NOTICES. All notices shall be in writing and delivered to the other party by means of: (a) personal delivery set forth below; (b) courier (signature required upon delivery); (c) recognized overnight courier, at the following address; (d) fax with proof of delivery; or (e) via electronic mail with proof of delivery: Notices sent by email will be effective when sent and notices posted on Badger Meter's Portal will be effective upon posting. All notices must be provided in the English language.

If to Badger Meter:
Legal Department, Attn: Assistant General Counsel
4545 W. Brown Deer Road
Milwaukee, WI 53223

If to Customer:
8000 60th Street North
Pinellas Park, FL 33781

(24) SURVIVABILITY. Any provision of this Agreement which by its nature should survive termination or expiration of this Agreement shall survive its expiration or termination.

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(25) LIMITATION OF CLAIMS. No action arising under or in connection with this Agreement, regardless of the form, may be brought by Customer more than two (2) year after Customer becomes aware of or should reasonably have become aware of the occurrence of events giving rise to the Claim.

(26) FORCE MAJEURE. Neither party shall be liable to the other or any third party by reason of any failure or delay of its obligations under this Agreement where the delay or failure results from any cause beyond its reasonable control, including, but not limited to, acts of God, fires, storms, floods or other acts of nature, explosions, systemic electrical telecommunications or other utility failures, earthquakes, hurricanes, tornados, natural disasters, strikes, shortage of materials, work stoppage or other labor dispute, embargoes, riots, insurrections, acts of war or terrorism, or any action or restraint by court order or public or governmental authority ("**Force Majeure Event**"). The party subject to the Force Majeure Event agrees to use commercially reasonable efforts to minimize the impact of the Force Majeure Event on the other party.

(27) AMENDMENT. This Agreement may only be amended by a written document signed by both parties. Badger Meter will not be bound by and specifically objects to any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by Customer in any receipt, acceptance, confirmation, agreement, purchase order, correspondence or other documentation. If the terms of this Agreement are not consistent with the terms contained in any policy, the terms contained in this Agreement will control, except that the Service Terms will control over this Agreement.

(28) ENTIRE AGREEMENT. This Agreement, including all applicable Exhibits and policies, constitutes the entire agreement between the parties with regard to its subject matter. This Agreement supersedes all prior or contemporaneous agreements, discussions, negotiations, undertakings, communications, representations or proposals, whether written or oral.

(29) ORIGINALS, COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together will be deemed to constitute one and the same document. This Agreement may be executed and delivered by facsimile signature or portable document format (.pdf) by electronic mail.

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IN WITNESS WHEREOF, the authorized representatives of the parties hereby bind the parties to this BEACON SaaS Managed Solution Master Agreement by signing below:

BADGER METER, INC

Signature
Kim K. Stoll
Printed Name
V.P. - Sales & Marketing
Title
11/20/2024
Date

CITY OF PINELLAS PARK

Signature
Sandra L. Bradbury
Printed Name
Mayor
Title
11/26/2024
Date

CITY OF PINELLAS PARK SEAL FLORIDA

ATTEST:
By

Jennifer R. Carfagno, City Clerk, MMC

Approved as to form and correctness:

City Attorney
City of Pinellas Park

11/26/2024
City Council Approved

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EXHIBIT 1

FEES

1. **Service Fees.** Customer agrees to pay the following Service Fees, as consideration for the right to access and use the Portal, Service and Documentation during the Term, as well as applicable Taxes.

2. **Invoicing.** Invoicing will require a minimum $100 value and can result in smaller users pre-purchasing for future consumption. Undisputed payments are due within thirty (30) days of the date of the invoice.

3. **Interest and Costs**. Customer agrees that it will be responsible to pay Badger Meter for any collection expenses incurred by Badger Meter, including interest at the highest interest rate permitted by law, and reasonable attorneys' fees and court costs incurred by Badger Meter in enforcing its rights under this Agreement.

BEACON Monthly Endpoint Subscription Fee

Hourly Data, Once Daily Call-in: $0.89 per endpoint per month

Invoicing for monthly endpoint subscription fee starts at time of endpoint activation or 6 months from date of shipment, whichever comes first.

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EXHIBIT 2

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") will go into effect upon completion of Endpoint Provisioning, which is the point during meter installation when the endpoint is installed and verified to provide data to the BEACON SaaS Managed Solution.

1. CUSTOMER SUPPORT.

Service Levels. Within one (1) hour after a request for Customer Support Services from Customer, Badger Meter will respond to such request in accordance with the procedures set forth below. Customer may report the problem by phone, email or website provided by Badger Meter to Customer. Badger Meter will use commercially reasonable efforts to meet the response and resolution times set forth below:

Severity Level	Response Time	Resolution Time
Level 1 – Service is unavailable	one (1) hour	six (6) hours
Level 2 – certain interruptions but service is still available	twenty-four (24) hours	twenty-four (24) hours
Level 3 – minor intermittent malfunction	twenty-four (24) hours	three (3) days
Level 4 – suggestions for new features or enhancements to BEACON Portal and Service	twenty-four (24) hours	Evaluated, scheduled and prioritized for potential inclusion in upcoming releases.

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6.1.b

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

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2. BEACON PORTAL AND SERVICE AVAILABILITY PROMISE.

Badger Meter will use commercially reasonable efforts to fulfill the following Service Promise:

- BEACON Portal and Service Availability of 99% within each calendar month, excluding any Emergency Downtime, Scheduled Downtime, any unavailability of the Portal and Service due to any Force Majeure Event and any unavailability of the Portal and Service less than fifteen (15) minutes in duration following written notice thereof.

Definitions

"**Availability**" is the monthly uptime percentage with normal functionality of the Portal and the Service, calculated as described below.

"**Emergency Downtime**" means any unavailability of the Portal or Service due to a temporary suspension by Badger Meter to perform maintenance to address any, urgent and unexpected issue with the Portal or Service.

"**Scheduled Downtime**" means any unavailability of the Portal or Service due to scheduled maintenance. Scheduled maintenance may occur between 10:00 p.m. on Saturday to 4:00 a.m. on Sunday (Pacific Time) every week. Badger Meter shall have the right to change the scheduled maintenance times upon notice to Customer posted on the BEACON Portal.

CALCULATION of BEACON Portal and Service Availability:

Availability is measured by Badger Meter through standard monitoring software that tests the application availability at least every five (5) minutes and logs unavailability incidents (date and UTC time) for each monitored component.

Availability is calculated as the percentage of uptime in the applicable calendar month, excluding scheduled downtime:

$$1 - \frac{Total\ Unavailability\ Minutes}{Total\ Minutes\ of\ Service\ Month - Total\ Minutes\ of\ Approved\ Downtime}$$

Where:

"**Total Unavailability Minutes**" is the cumulative unavailability time in minutes in the applicable month where the Portal and Service are not available due to unplanned outages or from systematic errors on the part of Badger Meter,

"**Total Minutes of Service Month**" is the cumulative time in minutes in the month in question, calculated by taking the number of days in month x 24 hours/day x 60 minutes/hour, and

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"**Total Minutes of Approved Downtime**" is the cumulative time in minutes in the applicable month where the Supplier applications are not available due to scheduled downtime ; other planned scheduled outages, or approved exclusion conditions as defined in this Agreement.

In order to be included within the Total Unavailability Minutes: (a) Customer shall notify Badger Meter, in writing, via email(techsupport@badgermeter.com) of the unavailability of the Portal or the Service; (b) such unavailability shall be greater than fifteen (15) minutes in duration following Badger Meter's receipt of such notice; and (c) Customer shall notify Badger Meter, in writing, via email within twenty-four (24) hours of such unavailability that it should be included within the Total Unavailability Minutes unless such unavailability is due to any Emergency Downtime, Scheduled Downtime, or any unavailability of the Services due to any Force Majeure Event.

Service Credits

If Badger Meter fails to meet the BEACON Portal and Service Availability Promise, the following Service Credits will be calculated as follows:

Service Credit = Endpoint Service Units Consumed in the Month * (1 - Availability) rounded to the next whole number

For example;

Availability	**Service Credit** (Service Units per 1,000 Service Units consumed in the month)
95%	50
90%	100
80%	200
70%	300
60%	400
50%	500

Service Credit will be added to Customer's account in the form of pre-paid Service Units for the same endpoint type(s).

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3. **MONTHLY BILLING DATA SERVICE PROMISE.**

Badger Meter will use commercially reasonable efforts to fulfill the following Service Promise:

- The BEACON SaaS Managed Solution will successfully provide Monthly Billing Data for at least 98.5% of provisioned accounts at the time of billing request to the BEACON SaaS Managed Solution.

Definitions

"**Managed Solution**" is a system that consists of a network deployment using fixed network and/or cellular endpoints, where Badger Meter maintains the responsibility for managing the reading hardware and software for system operation over the Term of the Agreement.

"**Provisioned Accounts**" are accounts with cellular or fixed network endpoints that are discovered by the network, fully able to communicate with the network, and completely entered correctly in the BEACON SaaS Managed Solution.

"**Monthly Billing Data**" is a valid meter reading obtained within three (3) days of the billing as performed through the BEACON SaaS Managed Solution to provisioned accounts.

CALCULATION of Monthly Billing Data Service Promise for Provisioned Accounts:

Monthly Billing Data success rate is calculated by the count of accounts in the billing cycle with meter read data within three (3) days ("**Count of Billing Reads**") divided by the number of active and Provisioned Accounts in the billing cycle ("**Count of Total Billing Cycle**").

$$\frac{\textit{Count of Billing Reads}}{\textit{Count of Total Billing Cycle}}$$

Where:

"Count of Billing Reads" is the total number of accounts in the billing file with valid data that a billing quality reading is supplied for managed solution endpoints.

"Count of Total Billing Cycle" is the total number of accounts with valid data in the billing file being processed for managed solution endpoints.

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If Customer suspects that the Monthly Billing Data Service Promise has not been met for a particular Billing Cycle, (a) Customer shall notify Badger Meter, in writing, within twenty-four (24) hours of the occurrence, via email (techsupport@badgermeter.com) of the Count of Billing Reads and Count of Total Billing Cycle of managed solution endpoints; (b) the specific time and date when the billing read file was generated.

Service Credits
If Badger Meter fails to meet the Monthly Billing Data Service Promise, Service Credits will be calculated as follows:

Service Credit = Managed Solution Endpoint Service Units Consumed in the Month * (1 - Monthly Billing Data Success Rate) rounded to the next whole number

For example;

Monthly Billing Data Success Rate	**Service Credit** (Service Units per 1,000 Service Units consumed in the month)
95%	50
90%	100
80%	200
70%	300
60%	400
50%	500

Service Credit will be added to Customer's account in the form of pre-paid Service Units for the same endpoint type(s).

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4. MISCELLANEOUS.

Exclusions

The BEACON Portal and Service Availability Promise and Monthly Billing Data Service Promise do not apply to any of the following performance issues, in addition to other exclusions herein:

(i) Resulting from any actions or inactions of Customer, its Authorized Users or Authorized Consumers in accordance with the restrictions and requirements of this Agreement;

(ii) Resulting from Customer or its suppliers equipment, software, or other technology and/or Customer's third party equipment, software, or other technology outside of Badger Meter's control;

(iii) Caused by failures, including, but not limited to, internet connectivity, port availability, firewall configuration, or cellular networks at Customer's location;

(iv) Resulting from Customer's breach of any term or condition under the Agreement;

(v) Caused by unexpected or unintentional RF interference or signal obstruction caused by sources not present or not in use during endpoint installation;

(vi) Caused by intentional RF interference or signal obstruction not present during endpoint installation, caused by third parties;

(vii) Caused by Customer, an Authorized User's or an Authorized Consumer's misuse or abuse of the Portal or Service;

(viii) During an event triggering a disaster recovery and for a twenty-four (24) hour period after the resumption of the Service following such an event to allow for the system to return to normal operating ranges;

(ix) Arising from Badger Meter's suspension or termination of Customer's right to use the BEACON Managed Solution in accordance with the Agreement;

(x) Arising from failure of Customer to follow Badger Meter's published installation, operation and maintenance instructions and Clarifications from Badger Meter's Preliminary Network Design;

(xi) When outdoor temperatures either exceed or are below the endpoint operating temperature range as described in the applicable product data sheet.

(xii) Accounts read using manual, touch read, handheld and mobile technology are not included as part of the Monthly Billing Data Service Promise, as these reading technologies are outside of Badger Meter's control.

In the event Badger Meter does not meet a Service Promise hereunder, Badger Meter will conduct a commercially reasonable root cause analysis of the Service promise failure. If Badger Meter's analysis is inconclusive, or if Badger Meter concludes that circumstances outside of Badger Meter's control caused the Service promise failure, or if Badger Meter concludes that a failure falls under any other exclusions described hereunder, Customer will not be entitled to a Service Credit. If Badger Meter's analysis is conclusive and that circumstances within Badger Meter's control caused the Service failure, Customer will be eligible to receive a Service Credit as described above.

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EXCEPT AS EXPRESSLY PROVIDED IN THIS SLA, THE SERVICE CREDITS SPECIFIED IN THIS SLA WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BADGER METER'S FAILURE TO MEET THE SERVICE PROMISE SPECIFIED IN THIS SLA.

Badger Meter will report Service Promises and applicable Service Credits upon request and upon a commercially reasonable frequency. Following each report, upon Customer request, the parties will discuss such performance and the extent to which any Service Credits either are appropriate or should be modified due to circumstances not captured by the reporting methodology.

Upon agreement concerning the Service Credits due, such Service Credits will be applied against Badger Meter's charges in the months following the month in which the credits were incurred.

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6.1.b

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

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EXHIBIT 3

BEACON SaaS MANAGED SOLUTION SECURITY POLICY

1. **BEACON SaaS Portal and Service Information Security Program.** Badger Meter maintains an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) support the BEACON SaaS Managed Solution, (b) identify reasonably foreseeable and internal risks to the BEACON Portal and Service security and unauthorized access to the Badger Meter Network, and (c) minimize security risks. The BEACON Portal and Service information security program includes the following measures:

   1.1 **Network Security.** The Badger Meter Network is electronically accessible to employees, and contractors necessary to provide the Portal and Service. Badger Meter maintains access controls and policies to manage what access is allowed to the Badger Meter Network from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. Badger Meter maintains corrective action and incident response plans to respond to potential security threats.

   1.2 **Physical Security.**

   1.2.1 **Physical Access Controls.** Physical components of the Badger Meter Network are housed in nondescript facilities (the "**Facilities**"). Physical barrier controls are used to prevent unauthorized entrance to the Facilities both at the perimeter and at building access points. Passage through the physical barriers at the Facilities requires either electronic access control validation (e.g., card access systems, etc.) or validation by human security personnel (e.g., contract or in-house security guard service, receptionist, etc.). Employees and contractors are assigned photo-ID badges that must be worn while the employees and contractors are at any of the Facilities. Visitors are required to sign in with designated personnel, must show appropriate identification, and are assigned a visitor ID badge that must be worn while the visitor is at any of the Facilities, and are continually escorted by authorized employees or contractors while visiting the Facilities.

   1.2.2 **Limited Employee and Contractor Access.** Badger Meter provides access to the Facilities to those employees and contractors who have a legitimate business need for such access privileges. When an employee or contractor no longer has a business need for access privileges, the access privileges are promptly revoked, even if the employee or contractor continues to be an employee of Badger Meter or its affiliates.

   1.2.3 **Physical Security Protections.** All major access points (other than main entry doors) are maintained in a secured (locked) state. Access points to the Facilities are monitored by video surveillance cameras designed to record all individuals accessing the Facilities. All physical access to the Facilities by employees and contractors is logged and routinely audited.

   1.2.4 **Pre-Employment Screening.** Badger Meter conducts criminal background checks, as permitted by applicable law, as part of pre-employment screening practices for

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employees commensurate with the employee's position and level of access to the Facilities. Badger Meter will not permit an employee to have access to the non-public Customer Data or perform material aspects of the Service if such employee has failed to pass such background check.

2. **Continued Evaluation.** Badger Meter will conduct periodic reviews of the security of its Badger Meter Network and adequacy of its information security program as measured against industry security standards and its policies and procedures. Badger Meter will continually evaluate the security of its Badger Meter Network and associated Service to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.

3. **Customer Responsibilities.** System security is a shared responsibility between Badger Meter and Customer. Customer shall assign a systems service administrator to be responsible for establishing access and usage policies. Customer shall develop commercially reasonable policies and procedures to insure physical security, establishing account access approvals and procedures, conduct regular reviews of access rights, and provide security awareness training for staff using the Service. The administrator shall also be responsible for policies and procedures related to Authorized Consumers access to their individual data resident on the Network.

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GENERAL BADGER DOCUMENTATION

AMI WATER METERS

RFP 24.001

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Badger Meter

4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

APPOINTMENT OF ELECTED AND NON-ELECTED OFFICERS

We certify as follows:

Under authority delegated by the Badger Meter, Inc. Board of Directors to Badger Meter, Inc. executive management, the following are appointed:

Non-Elected Officers:

Charla D. Dury	Assistant Secretary	Proposal Lead – Bids and Contract Administration
Wayne Dennis	Assistant Secretary	Senior Director - International Sales & Marketing & Business Development
Nicholas J. Gemmell	Assistant Secretary	Senior Legal Counsel
Matthew B. Gieseke	Assistant Secretary	Proposal Lead – Bids and Contract Administration
Charity D Granberry	Assistant Treasurer	Milwaukee Accounting Manager
Shauna A. Griffin	Assistant Secretary	Sr. Director – Utility Sales
Benjamin E. Loomis	Assistant Secretary	Milwaukee Credit Manager
David A. Miller	Assistant Secretary	Counsel II
Rachel J. Meyer	Assistant Secretary	Proposal Manager – Bids and Contract Administration
Jessica A. O'Malley	Assistant Secretary	Director – Turnkey Operations
Jevgeni Neufeld	Assistant Treasurer	Director – Finance
Michael Steiner	Assistant Secretary	General Manager of Water Quality International
Christie M. Tarantino	Assistant Treasurer	Director - Accounting & External Reporting
Kavin Tedamrongwanish	Assistant Secretary	Counsel III

BY: KRB
Ken Bockhorst (Mar 8, 2024 11:51 CST)

William R. Bergum

Kenneth C. Bockhorst

Chairman, President, and Chief Executive Officer

Badger Meter, Inc.

March 8, 2024

William R. A. Bergum,

Vice President - General Counsel & Secretary

Badger Meter, Inc.

March 8, 2024

DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION REGISTRATION

Entity Information

BADGER METER INC • Active Registration

Unique Entity ID
WZCBUQDPMWR3

CAGE/NCAGE
05105

Expiration Date
Jan 7, 2025

Physical Address
4545, West Brown Deer Road
Milwaukee, Wisconsin
53223-2479, United States

Mailing Address
P O Box 245036
Milwaukee, Wisconsin
53224-9536, United States

Purpose of Registration
All Awards

Version

Current Record

E-Verify

Company ID Number: 142953

may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer	
Badger Meter, Inc.	
Name (Please Type or Print) Donna R Koepke	Title
Signature Electronically Signed	Date 08/07/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/07/2008

E-Verify

Company ID Number: 142953

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Badger Meter, Inc.
Company Facility Address	4545 W. Brown Deer Road Milwaukee, WI 53223
Company Alternate Address	P. O. Box 245036 Milwaukee, WI 53224-9536
County or Parish	MILWAUKEE
Employer Identification Number	390143280
North American Industry Classification Systems Code	332
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	5

E-Verify

Company ID Number: 142953

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ARIZONA	1 site(s)
CALIFORNIA	1 site(s)
OKLAHOMA	1 site(s)
WISCONSIN	2 site(s)

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

2024 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 841521

FILED
Mar 15, 2024
Secretary of State
9158284196CC

Entity Name: BADGER METER, INC.

Current Principal Place of Business:

4545 W. BROWN DEER RD.
MILWAUKEE, WI 53223

Current Mailing Address:

4545 W. BROWN DEER RD.
MILWAUKEE, WI 53223 US

FEI Number: 39-0143280

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	VP, SECRETARY, GENERAL
Name	BERGUM, WILLIAM ROBERT AXEL
Address	N63 W29924 WOODFIELD CT
City-State-Zip:	HARTLAND WI 53029

Title	VP
Name	STOLL, KIMBERLY KVISTAD
Address	W294 N6012 RIVER GROVE LN
City-State-Zip:	HARTLAND WI 53029

Title	DIRECTOR
Name	STERN, JAMES F.
Address	4545 W. BROWN DEER RD.
City-State-Zip:	MILWAUKEE WI 53223

Title	CFO, SVP
Name	WROCKLAGE, ROBERT ALAN
Address	19915 WEST PHEASANT RUN DRIVE
City-State-Zip:	NEW BERLIN WI 53146

Title	VP
Name	BEGALE, FRED JOSEPH
Address	3656 NORTH HICKORY LN
City-State-Zip:	OCONOMOWOC WI 53066

Title	DIRECTOR
Name	TELLOCK, GLEN E.
Address	4545 W. BROWN DEER RD.
City-State-Zip:	MILWAUKEE WI 53223

Title	CEO, PRESIDENT, DIRECTOR
Name	BOCKHORST, KENNETH CHARLES
Address	923 EAST KILBOURN AVENUE UNIT 701
City-State-Zip:	MILWAUKEE WI 53202

Title	TREASURER, VP
Name	BAUER, KAREN M.
Address	150 BUNKER HILL DRIVE
City-State-Zip:	BROOKFIELD WI 53005

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DANIEL R WELTZIEN — VP - CONTROLLER — 03/15/2024

Electronic Signature of Signing Officer/Director Detail — Date

Officer/Director Detail Continued :

Title	DIRECTOR
Name	MYERS, TESSA
Address	4545 W. BROWN DEER RD.
City-State-Zip:	MILWAUKEE WI 53223

Title	DIRECTOR
Name	MCGILL, JAMES W.
Address	4545 W. BROWN DEER RD.
City-State-Zip:	MILWAUKEE WI 53223

Title	DIRECTOR
Name	ADAMS, TODD A.
Address	4545 W. BROWN DEER RD.
City-State-Zip:	MILWAUKEE WI 53223

Title	DIRECTOR
Name	BROOKS, HENRY F.
Address	4545 W. BROWN DEER RD.
City-State-Zip:	MILWAUKEE WI 53223

Title	VP
Name	WELTZIEN, DANIEL R.
Address	4545 W. BROWN DEER RD.
City-State-Zip:	MILWAUKEE WI 53223

Title	VP
Name	HOPKINS, SHERYL
Address	4545 W. BROWN DEER RD.
City-State-Zip:	MILWAUKEE WI 53223

Title	VP
Name	PARISEN, WILLIAMS JAMES
Address	4545 W. BROWN DEER RD.
City-State-Zip:	MILWAUKEE WI 53223

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Badger Meter, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

4545 W Brown Deer Road

Requester's name and address (optional)

6 City, state, and ZIP code

Milwaukee, WI 53223

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	9	–	0	1	4	3	2	8	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Charity Granberry* Date ▶ 1/3/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

BADGER METER, INC. PROPOSAL

AMI WATER METERS

RFP 24.001

Badger Meter

ORIG

CITY OF PINELLAS PARK- APPENDIX

Request for Proposal 24.001

Advanced Water Meter Infrastructure (AMI) System

Opening Day: Wednesday, April 17, 2024, at 10:00 a.m. EST

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- Cellular Coverage Analysis
- Turnkey Project Approach and Proposed Statement of Work
- Badger Meter Resumes
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- General Badger Documentation
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  - Proof of Insurance
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  - User Guides

Pedal Valve Documentation

- Pedal Valve Resumes
- Pedal Valve References
- Pedal Valve Warranty Information
- Certificate of Insurance

Nicor Documentation

- Nicor References
- WBE Certification
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BADGER METER DOCUMENTATION

CELLULAR COVERAGE ANALYSIS

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Badger Meter

BEACON® AMA Solution

ORION® Cellular Coverage Analysis (CCA)

Customer:	City of Pinellas Park, FL	**Date Issued:**	4/4/2024
Project:	City of Pinellas Park, FL	**Revision:**	1.0

SUMMARY INFORMATION

Endpoint Type:	ORION Cellular Endpoint with connectivity to M2M cellular networks
Service Area (square miles):	25
Total Endpoints:	26,315

REQUEST INFORMATION

Solution Architect:	Patrick Williamson
Account Manager:	Brad Lowe

INFORMATION PROVIDED

	FILE NAME	DATE RECEIVED
Coverage Request Form:	CCA_CITY OF PINELLAS PARK(PINELLAS PARK, FL)_3-29-2024.pdf	3/29/2024
Endpoint Locations:	Pinellas Park (FL) Service Addresses.xlsx	3/29/2024

ANALYSIS COVERAGE AREA

Analysis is based on service location addresses provided by City of Pinellas Park, FL , with 26,286 out of 26,315 (99.9%) successfully geocoded. A map of the geocoded endpoint locations is shown below. Addresses unable to be geocoded are in the Not Found tab of the Endpoint Type spreadsheet.

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Badger Meter

BEACON® AMA Solution

ORION® Cellular Coverage Analysis (CCA)

Customer:	City of Pinellas Park, FL	**Date Issued:**	4/4/2024
Project:	City of Pinellas Park, FL	**Revision:**	1.0

ENDPOINT LOCATIONS MAP

Badger Meter

BEACON® AMA Solution

ORION® Cellular Coverage Analysis (CCA)

Customer:	City of Pinellas Park, FL	**Date Issued:**	4/4/2024
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CELLULAR COVERAGE ANALYSIS

- This cellular coverage analysis has been run to determine connectivity of our providers M2M solutions which include both LTE-M and NB IoT networks. ORION Cellular Endpoints provide connectivity to both LTE-M and NB IoT networks.
- Using information provided from our carrier partners, this service area has M2M network coverage that will support our ORION Cellular endpoints.
- The map below provides an illustration of that coverage. Further guidance as to the placement of endpoints by type will be provided as deployment plans are refined.

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Badger Meter

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ORION™ Cellular Coverage Analysis (CCA)

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Date Issued: 4/4/2024

Project: City of Pinellas Park, FL

Revision: 1.0

ASSUMPTIONS MADE

- Submitted information including but not limited to street addresses, service area, GPS coordinates, and meter locations are accurate.
- If GPS coordinates or a GIS shapefile are not provided for endpoint locations, street addresses are geocoded into decimal-degree latitude and longitude using ESRI's StreetMap Premium for ArcGIS North America HERE address locaters.
- Data from third party providers such as USGS National Elevation Dataset (NED), USGS National Land Cover Database (NLCD), Tele-Atlas municipal boundaries, cellular providers, and the RF propagation software used by Badger Meter is accurate.
- ORION endpoints are installed and maintained according to "ORI-UM-00025 ORION Water Endpoint Installation Manual" using a Badger Meter approved endpoint installation kit in a location that allows two-way communication between the endpoint and the cellular network.
    - Pit or vault installations are through a non-metal pit lid and the pit or vault lid is at or above grade
    - Indoor installations are mounted as high as possible in the floor joists above grade on an exterior wall

CLARIFICATIONS

- The ORION cellular coverage analysis is subject to change for reasons which may include but are not limited to; consultation with the customer, site visit by Badger Meter authorized personnel, and the availability of new or updated information.
- Cellular coverage within the utility service area is required to deploy ORION cellular endpoints.
- Review the cellular coverage analysis with your Badger Meter representative in order to understand how it may be used by the utility as a tool to deploy the system.
- All endpoints are to be installed in compliance with the published ORION installation guidelines which can be found at www.badgermeter.com
- Cellular endpoint type recommended is specific to the latitude and longitude for each location.

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TURNKEY PROJECT APPROACH AND PROPOSED STATEMENT OF WORK

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Turnkey Project Approach and Proposed Statement of Work
City of Pinellas Park

Prepared By: Badger Meter, Inc – Turnkey Operations (TK-Ops)

Badger Meter

Monday, April 15, 2024

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1 Introduction

1.1 Document Introduction

This document is a preliminary project plan which constitutes the Statement of Work (SOW) that will be undertaken by Badger Meter's Turnkey Operations (TK-Ops) team to deliver the services and deliverables relating to City of Pinellas Park (the "City") as released and dated March 18, 2024. This document has been prepared by Badger Meter based on the aforementioned RFP document and seven Q&A documents that have been provided to Badger Meter as of Friday, April 12, 2024.

This document will discuss the project process that Badger Meter proposes, requirements that may exist, project assumptions, processes and procedures, preliminary timelines, and other pertinent information to demonstrate the approach to be undertaken and Badger Meter's understanding of the project.

1.2 Document Definitions

In addition to the definitions listed below, any terms defined throughout this document shall have the meaning as defined therein.

Term	Definition
AMI	Advanced Metering Infrastructure – the system to be deployed as part of the project to collect, communicate, and analyze the data from water meters and other devices under the umbrella of the system
Billing Vendor/CIS System	The provider of customer information (CIS) and billing software used by the City, in this case Tyler Technologies – Munis
Business Day	City of Pinellas Park working days, Monday to Friday, excluding Federal or City holidays.
Calendar Day	One day (24 hours) as measured from one midnight to the next midnight on a given date.
Cycle	A geographic grouping of routes within the City's service territory. One cycle comprises multiple routes
Definition of Time	For all milestone and schedule time scales, calendar days will be used to facilitate use across project scheduling software. For all expectations of communication or responsiveness, business days are used.

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IDA	Initial Deployment Area. This term may be used within this document interchangeably with the phrase 'proof of concept'. A small, defined set of accounts on which product will be installed for evaluative purposes.
IP	Installation Partner – a subcontractor retained by Badger Meter to perform installation work relating to the project. Badger Meter thoroughly vets its installation partners in order to provide the highest possible degree of service to utility customers.
MMCO	Mass Meter Change Out – a file generated by the installation partner's WOMS (work order management system – see below) to update the City's operational and billing software with new meter information. Typically, although not exclusively, transmitted as a flat file or .csv.
NTP	Notice To Proceed – a formal document that forms one of the contract milestones and directs Badger Meter to begin performing work.
PVI	Pedal Valves, Inc – the installation partner selected by Badger Meter for this project.
RFP	Request for Proposals – used herein as shorthand for the elements released by the City to request these proposals for services.
Route	A group of accounts in close proximity to one another within a cycle. Generally, these routes are created to support meter reading operations. Installations on the project will typically proceed route-by-route for coordination and sequencing purposes.
RTU	Return To Utility – a reporting status that indicates an installation has been removed from the project scope of Badger Meter and its IP. RTU status can be triggered by (but is not limited to) the following: customer refusal, expiration of the UIR designation period, diversion/tamper identified, etc. No further work will be attempted by Badger Meter or its IP on an account that has been set to RTU and will be removed from the project scope.
SOW	Statement of Work – the work to be performed by Badger Meter and/or its partners as specified in this document.
UIR	Utility Intervention Required – a reporting status that indicates action from the utility and/or homeowner is required to remove obstructions and/or resolve issues to permit the successful installation of a new meter. Accounts designated this status by Badger Meter will remain as a UIR for ten (10) business days, at which point this account will automatically be designated an RTU.

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WOMS	Work Order Management System – the software platform used by the installation partner to plan and manage the work on the project. the City will have access to the WOMS and will be able to view completion progress as well as installation information for accounts (including photos).

1.3 Turnkey Project Background

Badger Meter has a history of successful project delivery for utilities that encompasses both advanced meter reading ("AMR") and AMI projects. This history dates back to the initial emergence of these technologies, as Badger Meter has been an industry leader in the development and deployment of both AMR and AMI. To date, Badger Meter has delivered turnkey deployments to utility customers that range in size from only a few hundred services to over 400,000. A point of pride in this history is that Badger Meter has delivered all its turnkey deployments within the contracted time and budget, and not once has invoked Force Majeure.

To maintain this history of project success and deliver this proposed project, Badger Meter uses a customer-focused project management methodology that draws on principles in the Project Management Institute standard for Project Management[1]. Due to the nature of AMI deployments, no one single management framework is used. Instead, Badger Meter's TK-Ops has developed a bespoke project approach that incorporates traditional (or waterfall) project management, agile, lean, and iterative project management to ensure a successful deployment for its customers.

This project forms but one part of Badger Meter's ongoing relationship with the City. Historical results have shown that utilities who engage in long-term strategic partnerships beyond a single project effort are better able to realize success from their AMI/AMR project due to the heightened level of understanding between the utility and its solution supplier.

As a result of these methods and practices, Badger Meter has helped utilities worldwide realize lasting and transformative benefits through AMI projects.

1.4 Introduction to Products and Projects

Badger Meter will deploy its BEACON® Software as a Service (SaaS) with ORION® Cellular endpoints in an implementation that will cover approximately 21,500 services across the City's service territory. Based on Badger Meter's experience managing deployments of comparable size, and in compliance with the City's expectations laid out in RFP event, a project duration of approximately 30 months (942 calendar days) is estimated. This timeline includes an IDA prior to full deployment to evaluate the products supplied and procedures implemented, as well as an allotment of time for pre-construction planning and integration to be performed. Section 3.0 details this proposed project timeline in greater detail.

[1] Standard ANSI/PMI 99-001-2021

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Badger Meter will supply the following equipment in support of the project. This list does not comprise an exhaustive list of all equipment that may be supplied as part of Badger Meter's solution, but rather provides an overview of the scope of the proposal. For detailed specifications on these products refer to the included Badger Meter product documentation.

Table 1:: High-Level Overview of Badger Meter Products

Product	Approximate Quantity
M25 5/8" Disc Meter	15,006
M55 1" Disc Meter	673
M120 1-1/2" Disc Meter	262
M170 2" Disc Meter	229
E-Series 3" Ultrasonic Meter	31
E-Series 4" Ultrasonic Meter	30
E-Series 6"x18" Ultrasonic Meter	26
E-Series 8"x20" Ultrasonic Meter	16
M25 5/8" Disc Meter - Reclaimed	9,835
M55 1" Disc Meter - Reclaimed	123
M120 1-1/2" Disc Meter - Reclaimed	1
M170 2" Disc Meter - Reclaimed	122
E-Series 3" Ultrasonic Meter - Reclaimed	1
E-Series 4" Ultrasonic Meter - Reclaimed	10

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E-Series 6"x18" Ultrasonic Meter - Reclaimed	1
ORION Cellular C Endpoint	26,137

Badger Meter has chosen, via a rigorous evaluation process, to partner with PVI.

Badger Meter acknowledges the City's stated preference to reuse existing meter pit boxes and lids by drilling the lid whenever possible. This will be the principal plan of action for this project. During the preinstallation survey, an estimate will be generated of lids and boxes needing replacement. Badger Meter will procure on the City's behalf meter boxes and lids suitable for the project requirements. For more details on this process, consult Section 6.1 of this SOW.

By electing to use of the BEACON cellular solution, the City will realize time and cost savings over both the installation and life of the system as compared to a conventional fixed-network deployment, since no additional infrastructure (i.e. data collectors or gateways) need be installed or maintained over time. It is the experience of Badger Meter that one of the largest impediments to AMI project schedules can be the permitting process for installation of collectors/gateways on suitable vertical assets within the service territory. The BEACON cellular solution eliminates this schedule risk. Additionally, given the previously completed pilot with BEACON, early-stage system configuration is already complete for this solution, providing additional schedule savings.

As an additional benefit, the BEACON platform natively includes the EyeOnWater customer portal, which may be opted into at the City's discretion. If opted for, this value-adding portal will make usage information available to the City's customers via both a web interface and mobile application without any additional integration effort required.

Badger Meter's product offerings are not limited to AMI metering and endpoints. If the City elects to utilize Badger Meter's AMI system and BEACON platform, future expansion and scale is native and straightforward – including both growth accounts and potential add-on services such as water quality, leak detection, pressure monitoring, and now, remote telemetry units with software, all from the same manufacturer.

1.5 Project Objectives

Badger Meter and its IP are committed to helping the City realize its goals and the benefits of an AMI system. Accordingly, Badger Meter puts forth the following specific list of project objectives:

Table 2: Strategic Project Objectives Supporting Key Project Objectives

Badger Meter Strategic Project Objective
1. Timely Installations

2. Timely communication
3. Support of Billing Integration
4. Marketing and Communications Planning
5. Robust Training Plan for the City staff

Each of these strategic objectives is detailed in the subsequent list.

Timeliness of Installations

- The project duration specified by the City will be 30-months (installation to complete before the end of 2026). In order to support that requirement while delivering this objective, Badger Meter's lead project manager will coordinate with the City's project manager(s) on projected deployment timelines and schedules to create the product ordering and supply schedule for the Project.
- The tentative schedule presented in the RFP indicated an IDA of at minimum two (2) months. Badger Meter's project team will provide consultative support in identifying the accounts to comprise this period and securing the products to support it.
- Final completion date(s) for all phases of the project will be commensurate with activity start date, which shall be defined by the date that a NTP is received and acknowledged by Badger Meter.

Timely Communication

- As prescribed in Section 5 of this SOW, a centralized digital project library shall be maintained. This can be maintained by the City if the utility wishes, or it can be maintained by Badger Meter and its IP. The project library shall allow for pull communication between the project parties and shall host project documentation and records.
- Refer to Section 1.6.1 for the mutual expectation of communication timeliness.

Billing Integration

- Badger Meter shall provide consultative support in the integration of the BEACON software to the City's Billing Vendor. For full details on this effort, refer to Section 7of this SOW.

Marketing and Communications Planning

- Badger Meter will leverage its extensive experience with AMI projects to assist with the marketing and communications elements of this project, building support and coalition among the City's customers.
- Elements of the plan may include a produced public-service announcement (PSA) video, web content (e.g., for FAQ pages), and printed materials such as door hangers, bill stuffers, and mailers.
- The plan itself is detailed in Section 6 of this SOW and meets or exceeds the industry standard for customer notification on AMI deployments.

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Robust Training Plan for the City staff

- To build enthusiasm and awareness of the project among utility staff, a training plan is provided. The training provided will detail the various new functionalities that the BEACON platform brings, and for maximum applicability will be co-developed by Badger Meters and leadership from the City's relevant functional groups. The training plan will be detailed in Section 9 of this SOW.

1.6 Project Assumptions

Based on the information presented to Badger Meter, the following logical assumptions are made about project conditions and constraints that may occur. These assumptions are the foundation of both this SOW and any pricing provided by Badger Meter. Any subsequent changes to or failures of these assumptions may cause required alterations to either or both the project schedule and milestones under Section 3.0 or the pricing provided for the project[2].

1.6.1 General Project Assumptions

1. All resources assigned to the project by Badger Meter, IP, and the City will be suitably skilled and trained to perform the task(s) assigned to them within the expected timeframe. The expectation is that the City's technical and business staff are familiar with their present operations as they relate to the project's components.
2. The overall project management responsibility for the project, specifically coordination of service, deployment of product and integration rests with Badger Meter TK-Ops. The lead project manager assigned to this project will be Jenn Rittmann, PMP. Project managers and/or construction managers from IP will report through the lead project manager. The lead project manager will be supported in their management of the project by the project teams as detailed in Section 2 of this SOW.
3. The Badger Meter team will conduct the majority of their project work off-site. However, specific project activities (including but not limited to, the project kickoff event, training, and closeout event) will be performed in person. Additionally, the Badger Meter lead project manager shall visit the project site in person approximately quarterly unless otherwise agreed or warranted. During both the IDA and the full deployment phase of the project, full-time staff from IP will be on-site to manage the installation process.
4. Badger Meter has identified its project support team and intended subcontractors. At this time, Badger Meter does not anticipate additional third-party contractors will be required to successfully deliver Badger Meter's scope of work on this project. However, should such entities become necessary due to a change in scope or project conditions that would warrant it, Badger Meter will have the responsibility for the engagement and deliverables of such an entity.
5. Pricing for additional testing of new or removed meters is not included. Badger Meter provides certified test result files for all meters that it manufactures at the time of shipment.

[2] Changes to pricing and/or schedule will be administered per the change management plan in Section 8

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Should the City desire such additional testing, pricing for testing can be provided upon request.

6. Subject to scheduling constraints, all project-related meetings are expected to have representatives from the Badger Meter project team, the City, and any consultant(s) (if applicable).
7. As collaboration and effective communication is a key element of any successful project, the parties mutually agree that they will use good faith efforts to provide approvals and/or responses on key project artifacts that require them within five (5) business days. If a response within that time frame is not possible, the responding party shall provide a reasonable alternative timeline in which to provide a response. Such artifacts may include requests for information (RFI), change orders, pay requests, etc. On rare occasions due to other time constraints, a more urgent approval timeline may be necessary and will be clearly marked as such on the request. In such circumstances, the shorter duration shall take precedence unless the responding party indicates that a response in such a time frame is not possible. In that instance, the responding party shall provide a response within five (5) business days.

1.6.2 Assumed Project Conditions

1. The quantities and sizes of meters upon which this SOW is based are acknowledged as the best available estimate. Should the quantities encountered in the field differ, the unit prices for additional products shall remain as presented in the contractual schedule of values ("SOV"), subject to escalation as prescribed in the response to the RFP and/or pricing assumptions in the pricing pages submitted for the RFP (as applicable).
2. It is assumed that the City both maintains and will provide to Badger Meter the complete and accurate 911-registered address information for metered accounts. It is further assumed that this data will be provided at one time, prior to mobilization.
3. It is assumed that the route-read sequence and schedule, as well as blackout periods required for accounts will be provided prior to the installation schedule being finalized.

1.6.3 Installation Assumptions

1. The pricing for installation services that has been provided assumes that all meters that are to be exchanged are 'like-for-like', with the same lay length and size, and without major plumbing or excavation work necessary to accomplish the change. Should such work be required, the procedure for its approval shall be as described in Section 6.5.11 of this SOW.
2. Badger Meter will thoroughly examine the existing meter conditions prior to commencing installation work. Per the procedures set forth in Section 6, work will not proceed in situations where it is reasonable to believe that performing such work will lead to further damage to plumbing or infrastructure and the account will be designated UIR. Any damage caused by Badger Meter or IP while performing installations will be repaired by Badger Meter if the damage is directly the result of negligence. Damage resulting from latently defective infrastructure may be repaired at the provided hourly rate for plumbing repairs, if mutually agreed upon.

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- Badger Meter has included a recommended allowance for plumbing components and labor to assist in managing these repairs.

2. Based on the City's stated preferences, it is assumed that lids will be reused-in-place whenever possible. The City permits Badger Meter and PVI to perform alterations (e.g. drilling, shaving, etc.) of lids to accommodate the installation of an endpoint and top nut.
    - If Badger Meter determines that a box or lid is damaged such as to prevent the lid from being reused or replaced, the account will be designated UIR for the City to replace the box or lid or direct Badger Meter to replace at the provided unit price.
        - If Badger Meter is directed to replace a box, the City permits Badger Meter and PVI to modify the box to accommodate the installation, if needed.
3. The installation of any meter in an OSHA-defined confined space will require additional safety resources, billed at the provided hourly rate.
4. All meters in the project scope are assumed to be in a City right-of-way or in a location to which the City is able to assist Badger Meter in obtaining access. As such, any landscaping impediments not placed by the City are assumed to be legal to remove/remediate without the need for extensive replacement.
    - To the extent commercially viable, Badger Meter and PVI will restore landscaping to its original appearance by replacing removed sod and dirt only. However, pricing is not included to procure or lay new sod or otherwise replant removed landscaping.
    - Any account where impeding landscaping originates from or encroaches onto private property will be designated as RTU. The extent of landscaping work performed on private property will be strictly limited to the removal and replacement of sod/earth in the normal course of meter replacement.
    - Concrete replacement work includes the use of sack concrete mixed onsite. An area not to exceed 3' x 3' will be cut out for access to the meter box and repoured level to the existing surface. Decorative, patterned, or other specialty concrete elements are not included.
5. The pricing for installation services assumes a logical sequence of routes and/or cycles is continuously available for work, and that work can be performed in a logical, efficient, and sequenced manner (exclusive of scheduled appointments, revisits, and completing utility-assisted accounts) as prescribed in Section 6. If for any reason beyond the control of Badger Meter, installations are not able to be performed in such a fashion, all work that is impacted and performed 'out of sequence' may be billed at the hourly time and materials rate provided until work can recommence in a logical and sequenced manner.
    - The proposal as furnished is based on a five (5) day work week, with daily operations conducted from 8:00 AM to 5:00 PM local time, unless otherwise agreed ("Business Hours"). However, it is assumed that in the event of lost workdays (e.g., due to weather delays), or to accommodate customer appointment requests, Saturday and/or evening work may be performed to accommodate.
    - Other than the City's and Federal holidays and/or weather delays, it is assumed that work will continue in a seamless fashion from initial mobilization. If work is

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substantially interrupted due to circumstances beyond the control of Badger Meter, a demobilization/remobilization fee may be assessed.

6. Installation services to be rendered will be managed and controlled via Trackpoint-NIMS, which provides handheld device functionality, GPS coordinate collection, photograph capture capabilities, data management, and work order reporting.
    - Sub-Meter GPS coordinates are included in Badger Meter's proposal, but will be captured by a separate team due to the specialty equipment required. As such, these coordinates may not be collected contemporaneously with installation.
    - While the phrase sub-meter GPS is used, and reasonable commercial efforts will be made to collect at this accuracy, some accounts may still collect at +/- 1 meter. This is due to the impact that atmospheric conditions, multipath, and satellite geometry can have on GPS coordinate capture.
7. Removed meters, endpoints and other items that may be agreed (the "Removed Materials") will remain the property of the City. PVI will quarantine the Removed Materials at the project warehouse for a period not to exceed thirty (30) calendar days. If the City requires storage of the Removed Materials for longer durations, additional storage fees may be assessed.
8. In accordance with the installation practices set forth in Section 6 of this SOW, PVI will make good-faith efforts to locate an external spigot/hose bib/faucet to flush air and sediment from the water line after a meter exchange. If such an exterior tap is not available to the installer, or if the account's water is to be left off, Badger Meter and PVI are freed from any liability for damage caused to resident appliances/fittings caused by sediment that cannot be flushed from the line.
9. Based on information released by the City to-date, it is assumed that the majority of installations will be performed on residential streets. Traffic cones will be deployed to the front and rear of a vehicle that is parked on the residential street during the installation. All installation vehicles will follow parking regulations and posted signs. In the event that an account is identified in the preinstallation survey as requiring additional traffic control procedures, these plans will be mutually developed at the time of identification.

1.6.4 Customer Contact and Utility Assistance Assumptions

1. It is assumed that customer contact information will be provided no later than thirty (30) days prior to the earliest date a customer would need to be notified.
    - One pre-installation mailer will be sent per account, approximately one (1) week prior to that account being dispatched.
    - For commercial accounts, the preinstallation mailer will include instructions to contact PVI to schedule an appointment.
    - A post-installation door hanger will be left after a completed installation with common questions and a follow-up number for issues.
2. PVI will operate a dedicated contact phone number during the project for the City's customers. Customer calls to this number will be fielded by a PVI employee local to the project, with 24-hour availability. Calls or messages to this number will be acknowledged within thirty (30) minutes. A physical response, when warranted, will be provided within a

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further thirty (30) minutes (net one hour) during Business Hours and a further one (1) hour outside of Business Hours (net 90 minutes).

3. It is assumed that less than one (1) percent of residential (<2") meters are either 'hard to access' or would otherwise require an appointment. Hard to access meters could include, for example, meters locked behind gates, indoor-set meters, or meters obstructed by vehicles whose owners are seasonal residents and not available to provide access.
    - It is assumed that the City will provide keys or access assistance to locked gates where possible.
4. The UIR process exists to identify and remediate accounts where conditions prevent an installation being completed. Accounts that cannot be installed by PVI will be designated accordingly and the City will be notified of the designation. Examples of situations that may cause a UIR designation include: the customer contact plan has been completed but no appointment can be confirmed, a customer refusal of installation, damaged plumbing where PVI determines a meter exchange would risk additional damage, a hazardous condition, or other factors as further described in Section 6 of this SOW.
    - The City will address and assist with any account designated as UIR within ten (10) business days of the request.
    - Accounts which are not addressed within this time frame, or accounts where it is not possible to resolve the UIR situation within an appropriate amount of time will be designated as RTU by Badger Meter and are removed from the project scope.
    - Pricing allows for up to five percent (5%) of the total accounts to be designated as RTU at no additional cost. For accounts designated as RTU in excess of 5%, the applicable unit installation rate will be charged, less a fifteen percent (15%) discount, to cover the labor costs of the attempts made.
5. Pricing includes revisits to accounts post-installation acceptance of up to one percent (1%) to troubleshoot non-responsive meters and modules. Any revisits to accepted accounts in excess of 1% that are, upon review, found to not be a defective installation will be billed at the provided hourly rate.

1.6.5 Project Integration Assumptions

1. To facilitate the requisite integration work and BEACON onboarding, the following requirements must be met by the City.
    - A project purchase order (PO) of appropriate value must be prepared and provided to Badger Meter's project manager.
    - If not included in the PO, a formal NTP, must be provided that specifies the project start date.
    - The BEACON onboarding information form must be complete and provided to Badger Meter

- At a minimum, 10-20 meters and endpoints must be installed.[3]

2. The process, responsiveness, scope of specific services, and general expectations of software interface design, build, and testing are detailed in Section 7 of this SOW.
3. Integration pricing provided in this SOW and as expanded upon in Section 7 does not include any costs assessed by any of the City's vendors (lump sum, per meter, and/or otherwise) that may be incurred to support integrating the Billing Vendor and/or BEACON with the City's system(s). Any fees assessed to Badger Meter or its partners for such integration will be passed through to the City.

[3] Typically, these are installed at the homes of utility employees so as to facilitate follow-up visits or testing. If the utility has an active BEACON portfolio and has ORION endpoints installed, this requirement can be eliminated upon discussion with the Badger Meter project manager.

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2 Project Resources & Stakeholders

Badger Meter proposes the following project team to support the AMI deployment for the City. Biographical information for key personnel may be found in Section 2.4 and resumes for all personnel are appended in our Resume section of the response.

2.1 Badger Meter

Table 3: Badger Meter Proposed Project Team

Contact	Title	Department
Shauna Griffin	Sr. Director, Utility Sales	Sales
Colin Middaugh	Regional Sales Manager (East)	Sales
Mark McMillen	Sr. Manager - Utility Solutions	Sales
Mark Wright	Sales Manager	Sales
Patrick Williamson, PMP	Solution Architect	Sales
Brad Lowe	Account Manager	Sales
Jessica O'Malley, PMP	Director, Turnkey Operations	TK-Ops
Jack Morrison, PMP	Manager, Turnkey Operations	TK-Ops
Jenn Rittmann, PMP	Lead Project Manager	TK-Ops
Joe Lucia	Manager, Field Sales Support	FSSS
Bradley Pace	Field Sales Support Specialist	FSSS
Rachel Meyer	Contract Manager	Proposals
Matthew Schuette	Manager, Technical Support	Technical Support
Steven Thompson	Strategic Software Manager	Software

2.1.1 Apportionment of Badger Meter Team Responsibilities

The project team from Badger Meter will be cross-functional in nature, supporting the City's project as a unit as follows:

Project Sponsors include the Sr. Director, Utility Sales, the Regional Sales Manager, the Sales Manager, and the Director of Turnkey Operations. They are accountable for the overall success of the project and the overall experience of the City.

The **Utility Solutions Team** includes the Sr. Manager of Utility Solutions, the Sales Manager, the Solution Architect, and the Account Manager. Generally, this team will assist the City in their specification and selection of elements of the AMI solution and will ensure that the solution as deployed meets or exceeds the customer's expectations.

The Turnkey Operations (**TK-Ops)** team includes the TK-Ops manager, the lead project manager, and the associate project manager. The lead project manager will be the City's *primary point of contact* during the project and will interface with other elements of the Badger Meter team. The lead project manager is responsible for managing the delivery of this SOW. The TK-Ops manager will support the lead project manager, assist in resolving issues that may arise, coordinate interdepartmental responses, and ensure best-in-class customer support. The associate project manager is responsible for assisting the lead project manager with project administration, including for example monthly invoicing and schedule updates.

The **Field Services Sales Support (FSSS)** team consists of the Field Sales Support Specialist, Supervisor, and Manager, and works closely with the TK-Ops team to deliver the project goals and ensure a smooth operational transition for the City to AMI by conducting training sessions and facilitating technical discussion.

The **Software Integration** team consists of the BEACON Interface Analyst, the Strategic Software Manager, the Solution Architect, and the Badger Meter lead project manager. These individuals will work with the City and the Billing Vendor, to define and deploy BEACON software billing integrations as prescribed in Section 7.

The **Contract Management** team consists of the contract manager, the TK-Ops manager, the lead project manager, the account manager, and the sales manager. Their role is to ensure that the deliverables of this SOW and the objectives of the project are met, and that any changes to the contract that may be required are administered expediently and accurately.

The **Material Coordination** team consists of the Sr. Manager of Customer Care, the lead project manager, and the account manager. These individuals ensure that all products furnished by Badger Meter are available, ordered, and invoiced in an appropriate window of timeliness.

2.2 Installation Partner

Badger Meter's best practice for delivering turnkey projects includes a partnership with an experienced installation partner who will be the responsible entity for certain elements of the project. The installation partner selected for this project is PVI, as defined previously.

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PVI will employ appropriate full-time onsite project staff to support their installation crews and execute the daily logistical management of the project installation and inventory, as well as to supervise and coordinate the meter installation technicians. However, there is more to an AMI deployment than the actual installation. As part of their services to the City, the installation partner will capture accurate project change-out data through their WOMS, NIMS. To provide continuity of data and simplicity of access to the City, all installation data, including work order status, route saturation, installation photographs, work schedules, and last read before change-out will be available to the City via this platform. Additionally, PVI will perform installation data quality control as specified in Section 4.2 of this document to ensure that only high-quality data is passed to the City. Most importantly, PVI will perform their tasks on this project without interfering with the City's ability to conduct meter reading and billing operations during the project period.

2.2.1 Installation Partner Project Teams

Table 4: Installation Partner Proposed Project Teams

Contact	Title	Department	Partner
Robby Gilbert	Vice President	Executive	PVI
Andrew Suffrin	Director, Sales	Sales	PVI
Jason Wilkie	VP – Operations & Safety Manager	Construction	PVI
Chad Nuccio	Construction Manager	Construction	PVI
Donnie Matthews	IT and Quality Manager	Quality	PVI

2.3 Proposed Team Organization Chart

As is evident from the organization chart below, the City will be well supported by Badger Meter and its IP. Badger Meter's Project Manager will coordinate directly with the City's project manager and will supervise the project's operations through the safety manager, installation manager, and quality manager. Badger Meter's Contract Manager, Integration Lead, Lead Trainer, and Solution Architect will report through the lead project manager. Additionally, and characteristic of Badger Meter's approach to this project as a partnership, the extended Badger Meter sales team will continue to liaise with and support the City's executive leadership to ensure the solution delivered by the Project Team is exceeding the City's expectations.

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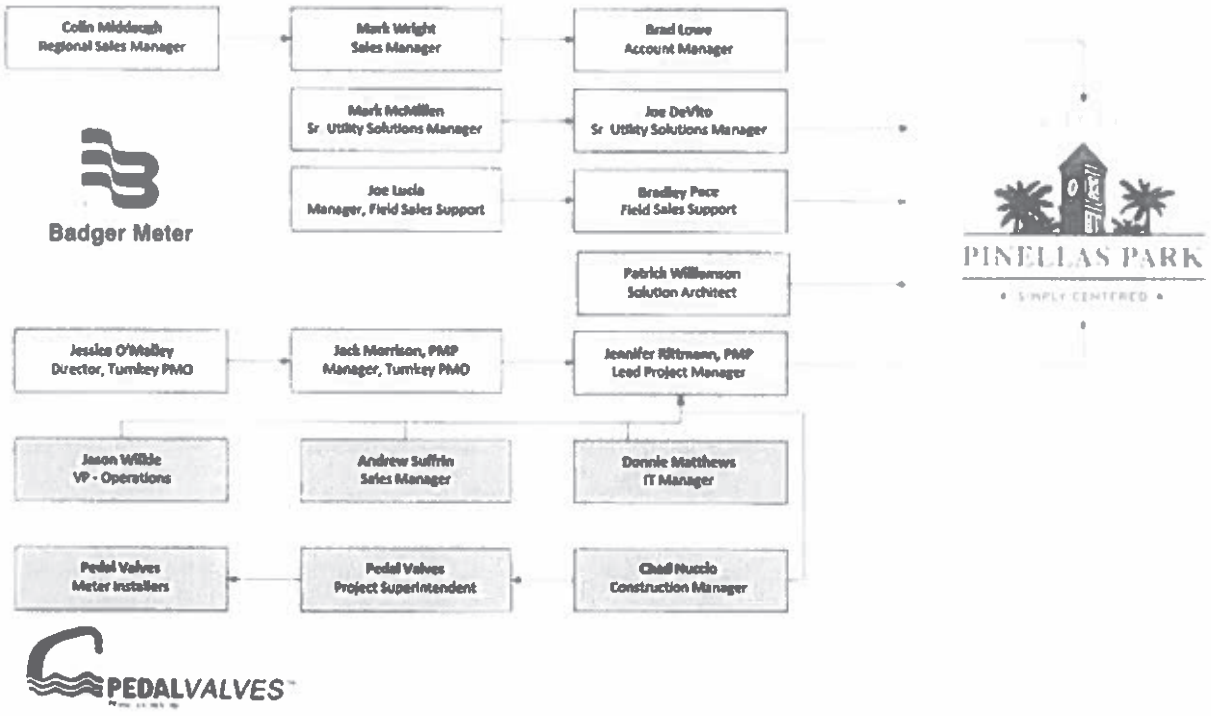

Figure 1: Proposed Team Organizational Chart

2.4 Key Team Members

Pursuant to RFP, the following roles are specifically identified as key personnel. The individuals filling these roles are identified here with short biographies. Full resumes for these individuals are included in the Resumes section of this proposal.

Program Manager: Jack Morrison, PMP – Badger Meter

As a manager of the turnkey operations group at Badger Meter, Jack leverages years of project management and consulting experience to support the turnkey team in delivering best-in-class AMI solutions to utilities. His experience crosses the sectors of live events, performing arts, construction management and litigation, aircraft maintenance/MRO, and themed experiences. Jack has a demonstrated history of delivering time-critical and highly visible projects, building lasting customer relationships and meeting time and cost objectives. His broad array of experience and exceptional interpersonal skills make him an integral part of the Badger Meter PMO.

Project Manager: Jenn Rittmann, PMP – Badger Meter

For over thirteen years, Jenn has been a key part of Badger Meter's support of utilities nationwide. Prior to Badger Meter, Jenn was an applications engineer for a medical-device supply company and an AV director for conventions, conferences and other live events. At

Badger Meter, she has spent stints in technical support, interface analysis/integration, and now the Turnkey Operations group, Jenn has a deep and well-rounded understanding of Badger Meter's product and solutions that she leverages to deliver successful AMI deployments. Jenn has supported turnkey installations ranging in size from 2,000 to 86,000 as a project manager, and in other roles has supported projects with over 150,000 installations. Jenn has a track record of successfully supporting utilities during deployments, ensuring high-level understanding of the system's capabilities and fluently addressing technical concerns.

Subcontractor Project Manager – Chad Nuccio, Pedal Valves Inc

Chad has served as the Construction Manager for the Water Meter Division of Pedal Valves Inc. for the past 12 years, including at scale (125,000 units in Pinellas County, Florida). He oversees all critical construction and project management facets of water meter installations. He supervises material acquisition, coordination efforts for material storage, installation management, QC, and inventory control. Chad monitors daily progress of the installations and adjust procedures to maximize efficiency of the installation process. He also manages project budgets and finance reports. He is experienced in the installation of all types and sizes of meters during the testing phase of water meter projects.

Integration Lead – Steven Thompson, Badger Meter

Steven manages his team, resources, and processes that are crucial in the development of new software or the enhancement of existing products at Badger Meter. He maintains close collaboration with business managers and marketing professionals to assess the progress of ongoing projects and identify potential barriers that could impede completion. Steven diligently monitors the quality of our products to ensure alignment with our customers' technical and business requirements. Steven and his team remain steadfast in their commitment to aiding Badger Meter in delivering top-notch products and differentiated software offerings that provide our customers with real-time, actionable insights into their operations, regardless of their location.

Trainer – Bradley Pace, Badger Meter

Bradley Pace brings a wealth of experience in customer service and sales support to his role as a Field Sales Support Specialist at Badger Meter. With a strong foundation in customer relations, Bradley has demonstrated his ability to ensure utmost satisfaction in various capacities. As the Director of Dining Services at Windsor in Celebration, FL, he managed multiple dining facilities, collaborating with department heads to maximize operational efficiency and profits. Bradley's leadership was evident as he oversaw the hiring, training, and scheduling of over 50 employees, ensuring they were well-equipped to deliver exemplary customer service.

2.5 Communications Partner

In order to support the City's project undertaking, it is essential that enthusiasm and consensus be built among the City's residents of the project's significance and importance. To provide the requisite support, Badger Meter has engaged Rogue Monkey Media (RMM), an Oklahoma-based public relations and marketing firm with extensive water-industry experience and diverse functional expertise in video production, graphic design, social media content and management, content writing, marketing consultation, and digital/print media.

Badger Meter and RMM have worked collaboratively on utility public relations support programs for turnkey projects for several years, successfully developing messaging materials, strategies, and ensuring a smooth flow from concept to deployment.

2.6 Stakeholder Change Management

Over the course of the project, there may occur a circumstance where a stakeholder will depart the project, or where a new stakeholder will join the project mid-stream. This is not unexpected of projects with this number of stakeholders. However, a change in the stakeholders of a project can cause disruption, so a plan to manage the change and to effectively on- and off-board stakeholders is necessary.

What follows in this section is the proposed stakeholder change management plan, which generally takes the form shown in Figure 2.

Figure 2: Stakeholder Change Management Process

2.6.1 Identify Changing Stakeholder Responsibility

There are two principal types of stakeholder change: temporary (such as a vacation or other leave of absence from the project) and permanent. In either case, the project team will review the changing stakeholder's open project action items in the project Risk, Action, Issues, and Decisions (RAID)[1] log and ensure all are reassigned and accounted for.

While a one-for-one exchange of stakeholders may be preferred, it may not always be possible, and the responsibilities of the changing stakeholder may need to be distributed to several

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individuals. The purpose of the RAID review is to ensure all those assuming new responsibilities are aware of and accountable for their tasks.

2.6.2 Onboard New Stakeholder(s)

In some cases, a new stakeholder may come to the project having not previously been a part of the project team. In this scenario, it is both practical and necessary to hold a stakeholder transition session. This can take the form of an item on a larger meeting agenda, a dedicated meeting, or an asynchronous document exchange (though asynchronous onboarding is the least preferred). Upon identification of a new stakeholder, the project team, facilitated by the Badger Meter lead project manager, will hold a transition session to bring the new stakeholder up to speed on project developments and milestones both upcoming and previously achieved.

2.6.3 Monitor New Stakeholder Engagement

The new stakeholder will be monitored by the project team to ensure that they are able to engage with and successfully deliver their portion(s) of the project. If issues are identified, they will be resolved through additional stakeholder management.

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[4] Refer to Section 5.3 of this SOW for additional information about the project RAID log and its role in the project approach.

2.7 Project Communication Plan

The project the City proposes to undertake is of key importance and high visibility. Accordingly, there is a need to define the project communication plan to support the project over its lifecycle. This plan is detailed in the table below.

Table 5: Proposed Project Communication Plan

Communication	Audience	Purpose	Timing	Method
Initiation Meeting	All primary stakeholders, project executives	Gather information for project plan	Before project start date	Meeting(s)
Kickoff Event	All stakeholders	Communicate project plans and stakeholder responsibilities	At beginning of project	On-Site
Project Management Meeting	Project Managers, identified stakeholders	Review project progress, tasks, and action items	Biweekly	Meeting

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Project Team Meeting	Core Project Team	Provide update on project team efforts, issues, and make necessary decisions	Biweekly[4]	Meeting
Executive Report-Out	Project Executives and Sponsors	Provide high-level project updates and communicate progress to leaders	Monthly/Quarterly	Meeting
Closeout Meeting	Project team, identified stakeholders, executives, sponsors	Review accomplishments and lessons learned, formally close project	At end of project	On-Site
Installation Summary	Project Team	Update completed accounts, RTU accounts, and detail any additional work performed	Weekly	Report
Schedule Updates	Project Team	Update progress against plan, report milestones	As needed or requested	Report
Live Installation Data	Relevant Stakeholders	Detail which accounts have been worked in a given day	Available via WOMS web portal	Report
BEACON Status Reporting	Relevant Stakeholders	Detail communication and read performance of BEACON system	Available via the BEACON platform	Report

Beyond the planned communication laid out in the preceding table, Badger Meter's lead project manager shall provide the City with other periodic additional reporting as requested by the City. The precise content, audience, format, and frequency of said additional reporting shall be agreed at the time of request.

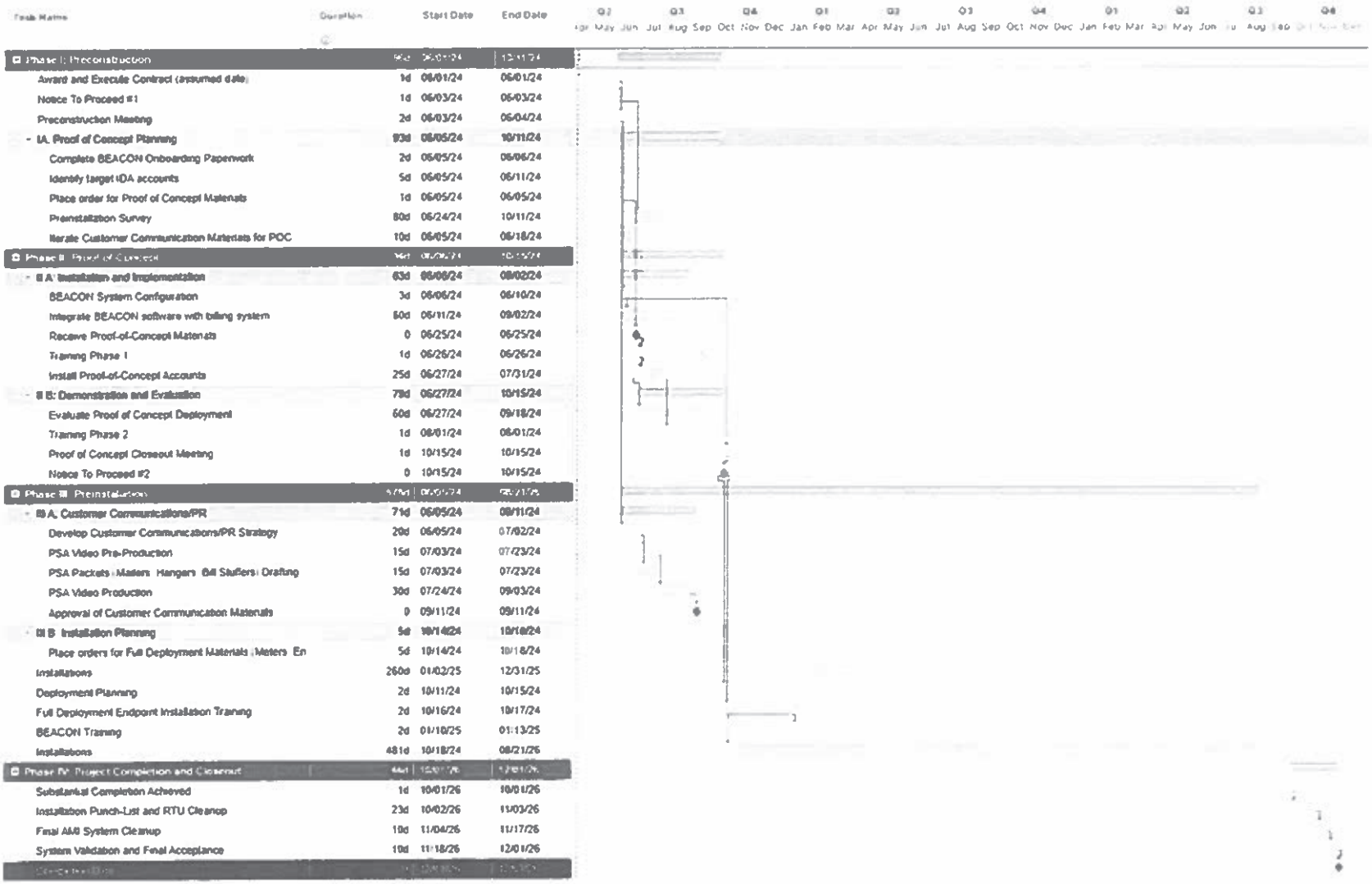
[4] The structure of the Project Management meeting and the Project Team Meeting is that they alternate weekly.

3 Proposed Project Timeline & Milestones

3.1 Project Schedule

Based upon the scope of work laid out in the RFP event , Badger Meter and its IP are confident that this project can be completed within the 30-month (942 calendar days) duration alluded to previously. In order to achieve this timeline, the support and sponsorship of the City will be needed.

To that end, Badger Meter and its IP have prepared a preliminary project schedule and milestone list, as enumerated subsequently in this Section. These are based on the project team's understanding of the work to be completed, forecast resource and material availability, and projected installation rates. However, the project schedule is and will remain a living document. It will be reviewed by the Badger Meter project manager with the City's project manager at intervals suitable to the project's phase and progress and updated regularly. Please see the below Figure 3 for a depiction of the proposed project schedule.



Task Name	Duration	Start Date	End Date
Phase I: Preconstruction	96d	06/01/24	10/11/24
Award and Execute Contract (assumed date)	1d	06/01/24	06/01/24
Notice To Proceed #1	1d	06/03/24	06/03/24
Preconstruction Meeting	2d	06/03/24	06/04/24
IA. Proof of Concept Planning	93d	06/05/24	10/11/24
Complete BEACON Onboarding Paperwork	2d	06/05/24	06/06/24
Identify target IDA accounts	5d	06/05/24	06/11/24
Place order for Proof of Concept Materials	1d	06/05/24	06/05/24
Preinstallation Survey	80d	06/24/24	10/11/24
Iterate Customer Communication Materials for POC	10d	06/05/24	06/18/24
Phase II: Proof of Concept	96d	06/06/24	10/15/24
II A: Installation and Implementation	63d	06/06/24	08/02/24
BEACON System Configuration	3d	06/06/24	06/10/24
Integrate BEACON software with billing system	50d	06/11/24	08/02/24
Receive Proof-of-Concept Materials	0	06/25/24	06/25/24
Training Phase 1	1d	06/26/24	06/26/24
Install Proof-of-Concept Accounts	25d	06/27/24	07/31/24
II B: Demonstration and Evaluation	79d	06/27/24	10/15/24
Evaluate Proof of Concept Deployment	60d	06/27/24	09/18/24
Training Phase 2	1d	08/01/24	08/01/24
Proof of Concept Closeout Meeting	1d	10/15/24	10/15/24
Notice To Proceed #2	0	10/15/24	10/15/24
Phase III: Preinstallation	97d	06/05/24	09/11/24
III A. Customer Communications/PR	71d	06/05/24	09/11/24
Develop Customer Communications/PR Strategy	20d	06/05/24	07/02/24
PSA Video Pre-Production	15d	07/03/24	07/23/24
PSA Packets | Mailers Hangers Bill Stuffers | Drafting	15d	07/03/24	07/23/24
PSA Video Production	30d	07/24/24	09/03/24
Approval of Customer Communication Materials	0	09/11/24	09/11/24
III B Installation Planning	5d	10/14/24	10/18/24
Place orders for Full Deployment Materials | Meters En	5d	10/14/24	10/18/24
Installations	260d	01/02/25	12/31/25
Deployment Planning	2d	10/11/24	10/15/24
Full Deployment Endpoint Installation Training	2d	10/16/24	10/17/24
BEACON Training	2d	01/10/25	01/13/25
Installations	481d	10/18/24	08/21/26
Phase IV: Project Completion and Closeout	44d	10/01/26	12/01/26
Substantial Completion Achieved	1d	10/01/26	10/01/26
Installation Punch-List and RTU Cleanup	23d	10/02/26	11/03/26
Final AMI System Cleanup	10d	11/04/26	11/17/26
System Validation and Final Acceptance	10d	11/18/26	12/01/26
Contract Close	1	12/01/26	12/01/26

Figure 3 Preliminary Project Schedule

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3.2 Project Milestones

Within the Proposed Project Schedule presented in Section 3.1 are the following key milestones listed below. The list presented here is neither exhaustive nor final but serves to highlight the milestones that Badger Meter and its IP have identified based on experience as key in the progress of the schedule. Specific timing thereof will be agreed in the non- schedule refinement process post-award. Some of these milestones are tied to specific billing for services per the schedule of values bid by Badger Meter and are marked accordingly.

Table 6: Proposed Project Milestones

Milestone	Type	Summary	Related Billing
Kickoff Event	Meeting	Multi-day event with workshops and breakout sessions to review scope, educate stakeholders, introduce key personnel, plan for next steps, and build enthusiasm for the project.	Bonding, first month of project management, any mobilization fees, etc.
NTP1	Milestone	Formal notice to proceed with project work issued by the City.	
Interface Design	Workshop	Badger Meter-facilitated workshop to review data requirements for integration between BEACON and the Billing Vendor's system.	BEACON Engagement Fee & Billing Integration Costs
MMCO Design	Workshop	PVI and Badger Meter-facilitated workshop with the City to review interface between WOMS MMCO data and the City applicable Systems (which may include GIS, MDM, etc.). This session is not intended to review billing integration.	
Interface Test Planning	Workshop	Badger Meter-facilitated workshop to iterate use/test cases and other requirements for testing	
Deployment Planning	Workshop	Badger Meter and PVI facilitated workshop to review schedule, tools and procedures, QA/QC processes, installer training and identification processes, and outreach support during deployment	
Communication Planning	Workshop	Badger Meter-led workshop to review customer communication strategy and content. Can be conducted in tandem with the deployment planning workshop.	
Training	Training Sessions	Training sessions will be delivered based on the schedule and content agreed between the City and Badger Meter. Refer to Section 9 of this SOW for details.	Training sessions are billable upon delivery

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Billing Integration Complete	Milestone	Defined by two (2) successful billing cycles with the BEACON system
IDA Completion	Milestone	Completion of installations on specified accounts for the IDA and associated testing thereof
NTP2	Milestone	Notice of acceptance of IDA deployment and authorization to proceed with full deployment
Substantial Completion	Milestone	Given by the substantial completion of the full deployment activity and relevant testing
Project Completion	Milestone	Realized upon completion of the project with system sign-off by the City

3.3 Schedule Review and Update Plan

As noted in Section 3.1, the project schedule will be a living document. It will live in the project's document repository[5] and form a key project artifact as the project progresses. At a minimum, the schedule will be reviewed every thirty (30) calendar days or upon a milestone being reached (whichever is more regular) by project management personnel from Badger Meter, IP and the City. Should more frequent review and/or updating be required based on project conditions or by request of the City, this will be accommodated as is possible.

As a result of each schedule update session, the Badger Meter lead project manager will ensure the necessary amendments to the schedule are made and published to the project document repository.

[5] Refer to Section 5 for proposed project document control plan.

4 Project Quality Control Plan

4.1 Badger Meter Product and Processes

Badger Meter prides itself on delivering the highest possible degree of project quality. For Badger Meter, quality begins in the factory where the meters and endpoints will be manufactured. These facilities are all International Standards Organization (ISO) certified to ISO 9001 standards. Each meter manufactured by Badger Meter is tested before shipment for accuracy, and these test results will be provided upon shipment to the City via a meter certification file.

To ensure that installation conditions of the product(s) to be deployed are within expected tolerances and that the product(s) can perform to their standards, training will be offered to installers as part of the Project. Refer to Section 9 for a detailed training plan.

4.2 Installation Data

PVI will be responsible for the proactive management of all project installation data via an electronic management system with automated error-checking. The installation partner is also responsible for the prevention, identification and/or remediation of any data errors that do occur. As such, there will be a quarantine period for installation data to permit QC work to be performed before said data is passed via the MMCO process to the City's systems. The installation data reported for this project will include (but is not limited to):

1. Serial Number of removed meter (in replacement scenario) or verification of existing serial number (in a retrofit situation).
2. Serial numbers for new meter and/or endpoint.
3. GPS coordinates of installation location[6].
4. Account information (the City's account number, address, account name, etc).
5. Time of installation.
6. Final read of old meter (including image).
7. Any installation notes.
8. If skipped or returned to utility, documentation of reason for incomplete installation.

If any of this data is corrupt, incomplete, or inaccurate, it will be identified by PVI in their QC process and will be corrected before the data is accepted and the installation can be approved.

4.3 Installation Work

The priority of the IP and Badger Meter in the execution of all project installations is a minimal disruption to the customers of the City. To achieve this goal and deliver quality installations, the following steps will be taken.

1. All Badger Meter products will be installed according to their respective installation manual, which will be provided to the installers.

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[6] GPS capture included in this scope of work is sub-meter in accuracy.

2. All meter installation crews will be trained on the products to be installed prior to installation commencing.
3. New installers will have their work 100% physically audited for the first three (3) days after their training is complete. All installers will have a percentage of their work physically audited during the project (typically one to five percent)
4. 100% of installations will be audited via review of the photographs taken during installation.
5. Customers to receive an installation will be notified per the customer communication plan laid out in Section 6.
6. The installers will reasonably restore the customer's property to its original appearance after work is complete and will document the restoration with before and after photos.
7. Installation contractors will verify communication between an installed endpoint and the BEACON system during their quality control checks, and endpoints that fail to communicate will be remediated as part of the standard QC procedure.
    i) The City BEACON administrator will grant access to Badger Meter installation and quality control personnel to BEACON during the deployment period to facilitate this quality check.

4.3.1 Customer Complaint and Support Procedure

During the course of the project, PVI will make available a dedicated phone number, which will be included on customer notification and communication materials. This service is not intended to, nor will it, supplant any existing customer service infrastructure the City may have in place. This phone number will be available 24 hours per day. Response times to customer issues will be completed pursuant to Assumption 2 in Section 1.6.4. Customer issues will be classified into two principal categories.

- High Urgency (e.g. No Water). The expectation for a high-urgency issue is that an on-site response will be provided within one hour during business hours and as soon as possible in off hours.
- Low Urgency (e.g. issues with landscape restoration). Low urgency issues will be resolved on the next installation day.

If a customer is not satisfied with the service provided by an installer or the resolution of an identified issue, the following escalation path is proposed:

- PVI On-Site Superintendent
- PVI Construction/Project Manager
- Badger Meter Project Manager
- Badger Meter TK-Ops Manager
- Badger Meter Project Sponsors

A log of all customer complaints and their resolutions will be kept by PVI and made available to the City.

4.4 Professional Services

Similarly, the professional services (e.g. project management, training, software integration, etc.) proposed by Badger Meter to support the City's project will be of the highest quality. Badger

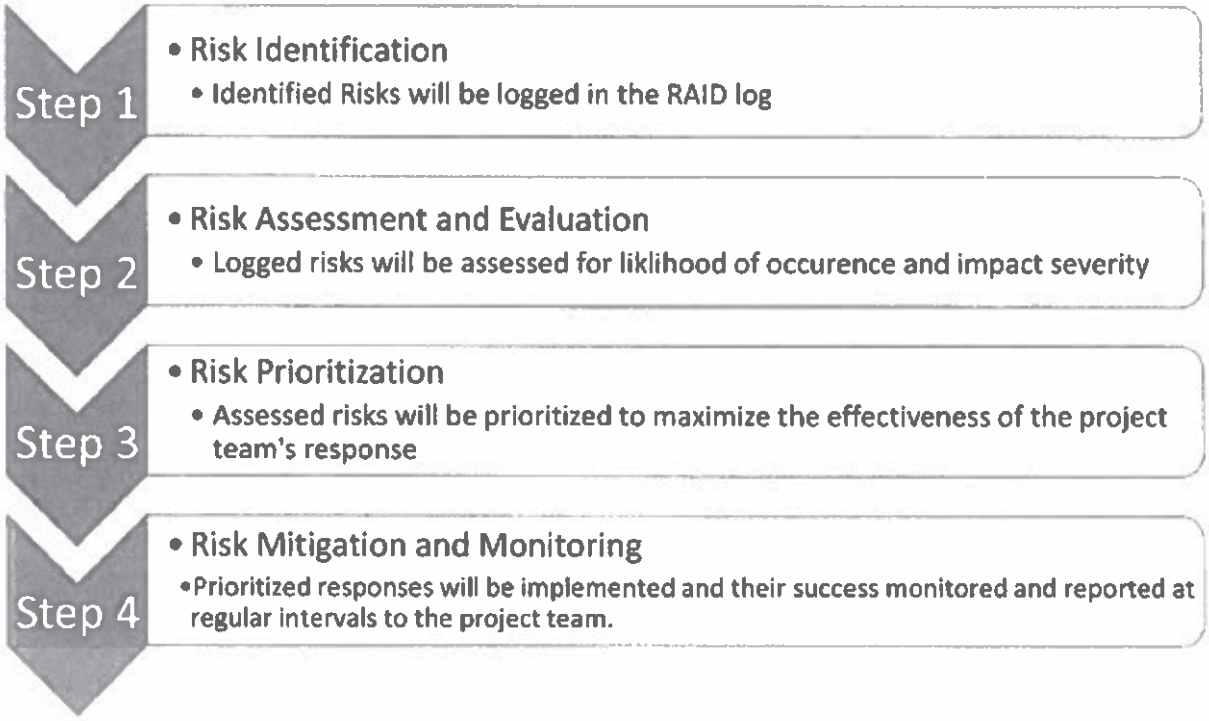
Meter will supply suitably trained and qualified staff for the project. However, if the City is unsatisfied with the services rendered, the following escalation path is proposed to facilitate a resolution.

- Badger Meter Project Manager
- Badger Meter TK-Ops Manager
- Badger Meter Functional/Area Manager
- Badger Meter Project Sponsors

5 Risk Management Plan

All projects are subject to some risk. These risks are events or conditions whose occurrence has the potential to impact a project (that impact could be positive or negative). Risk management is the process by which these risks are identified, logged, assessed, and responded to. The risk management plan that Badger Meter's lead project manager will follow on this project is presented in the figure below, and generally takes the format outlined in the following subsections.

Figure 4: Proposed Risk Management Plan



5.1 Risk Identification

All project team members are empowered to identify potential risks and are in fact encouraged to air concerns about potential risks as early as possible to allow maximum runway for mitigation. Once a potential risk is identified, it will be evaluated by the project team and any other appropriate stakeholders to determine if it is indeed a risk. The evaluation will consider environmental factors, organizational factors and culture, and the project plan. The risk's impact on deliverables, assumptions, constraints, cost, time, resources, and other factors will be considered.

Identified risks will be housed in the project RAID log[7], which will in turn be housed in the project information repository. The RAID log will be reviewed at regular intervals to monitor the progress of risks and/or risk mitigation efforts.

Some risks to a project are inherently impossible to predict with accuracy. These risks may include acts of God, war or conflict, natural disaster, acts of terrorism, third-party criminal acts, riot or civil disturbance, labor disruptions, healthcare emergency; operation or change of statutes, laws, rules, regulations, codes, or rulings of court or governmental agency, or other such causes that are beyond the control of Badger Meter. Neither Badger Meter nor its partners shall be responsible for default in the performance of their obligations under this contract that are caused by these risks herein enumerated.

5.2 Risk Analysis and Prioritization

All risks that are identified will be analyzed based on likelihood of occurrence and significance of impact. Those risks which are the highest on the likelihood/impact scale will be addressed first, while less likely and/or less impactful risks will be prioritized accordingly.

5.3 Project RAID Log

The RAID (Risk, Actions, Issues, and Decisions) log is an essential project management artifact. It will be housed in the project document repository and, like the project schedule, will be a living document that is reviewed and updated consistently. The level of detail for the RAID log will be agreed to by the project parties during its initial implementation.

The general scope of the RAID log in the context of risk management is to identify and centralize the following information:

- Identified Risks
- Triggers of said risks
- Probability of risk occurrence
- Impact of a risk upon occurrence
- Prioritization of risks
- Mitigation strategies
- Owner/Responsible party

If a risk that was identified in the risk log does occur, it is transferred to the issue log with an accountable party and monitored as an issue to be resolved through the project's execution.

The RAID log will be reviewed at regular intervals to ensure that its information is current and applicable. A final review will be conducted at project close to both document lessons learned

[7] See Section 5.3

(for risks that occurred or were successfully prevented from occurring) and to accurately transfer outstanding issues and risks to the operations team.

5.4 Project Document Control

Given the importance of this project to the City, a logical and functional document control plan will be in place. In the experience of Badger Meter, it is most beneficial when the project document repository is owned by the utility. Microsoft SharePoint, Dropbox, or any other widely used cloud storage platform have been adopted with success in AMI deployments. Badger Meter will maintain and administer the project library during project execution and will coordinate the turnover of that data at project closeout.

The precise document control plan will be agreed to during pre-construction. Some key elements of this plan may include:

1. Document-level revision and versioning logs to indicate the time of update, updating party, and notes on content changes.
2. Defining a list of document templates and making them available on the project library to increase cohesiveness of project documentation.
3. Defining and enforcing naming conventions for documents.
4. Defining and enforcing user roles on document storage sites to restrict editing permissions to only those who need them.
5. Use of a system that is backed up regularly to prevent document data loss.
6. Preferring static document sharing (such as via SharePoint shareable links) to emailing documents.

6 Project Deployment Plan

6.1 Ordering of Equipment and Materials

Badger Meter will be primarily responsible for monitoring lead times and the ordering strategy for certain materials for the Project, in conjunction with the City project manager(s). These materials include: (i) meters, (ii) endpoints, (iii) meter pit lids, and (iv) certain other ancillary equipment that may be needed as agreed to in writing between Badger Meter and the City (the "Materials"). After the project schedule is agreed to, Badger Meter and its IP will analyze projected installation rates and survey data (see Section 6.3) to determine quantities of Materials that will be needed for the project and the material ordering plan. Sufficient materials will be ordered to facilitate the agreed installation rates. As a best practice, the parties will attempt to maintain sufficient inventory on hand based on actual production rates. The parties will agree to the specific threshold during preconstruction planning – generally, Badger Meter sees at least thirty (30) calendar days as a threshold for appropriateness. Based on the projected timeline of installations, roughly 1,500 installations per month will be the expected production rate at full deployment pace. Badger Meter will consult the City and shall have approval over the ordering plan before orders are placed. The material ordering plan will be subject to price escalations in line with the escalation laid out in Badger Meter's response to the proposal.

Monthly, or at an alternate frequency mutually agreed upon, the plan shall be reviewed by the City's project manager(s) and Badger Meter to ensure that it remains on schedule and adequate for project needs.

6.2 Inventory Management Plan

Badger Meter shall invoice for product upon shipment, whereupon the title for said product will be passed to the City. Product will be received and stored at PVI's warehouse facility prior to installation. Badger Meter will assist PVI in developing a warehouse/inventory management plan that aligns with Badger Meter's best practices. Elements of this plan may include the following:

1. Provide a warehouse of suitable size to house the project's inventory needs, and with appropriate security features to ensure inventory control.
2. Receive, count, and quarantine deliveries of Badger Meter product as necessary.
3. Record serial numbers of received inventory into the WOMS upon delivery to permit the City to access inventory records via the digital WOMS platform.
4. Verify the count and condition of deliveries against the packing slip/bill of lading and promptly report variance or damage to Badger Meter for remediation.
5. Utilize barcode scanning to prevent data entry errors in serial numbers.
6. Issue stock of product daily to field installation technicians (logging product out) in a "first-in, first-out" fashion.
7. Reconcile inventory returned to the warehouse nightly against installation records to ensure no inventory is lost in the field.
8. Perform a weekly physical count and reconciliation of warehouse stock against receiving records and installation records.

9. Maintain inventory of removed meters and materials from installations in a secure and quarantined location for return pursuant to an agreed schedule with the City. All removed items will remain property of the City.

6.3 Pre-installation Service Area Survey

In the experience of Badger Meter, one of the most advantageous actions to take during an AMI deployment is a pre-installation survey. This is a crucial step that is often not considered when planning a project, but which has immense benefit. The purpose of the pre-installation survey is to capitalize on the opportunity to gather actionable data of the City's service footprint. This data will examine the accounts in the City's territory, locate the meters within the project scope, and gather information about the installation conditions that will be encountered. Performing the survey as laid out in this Section significantly reduces the number of accounts designated RTU due to location issues and can allow for proactive remediation of plumbing, landscaping, access constraints, or other issues that could delay installation work. Pricing for the Pre-installation Service Area Survey is included in the proposal.

The survey will be approached as follows:

1. Survey crews will deploy to the City's service territory between 30 and 45 days from the first NTP.
2. The specific cycles and/or routes to be surveyed can be coordinated with the City's read schedule to minimize disruption to operations.
3. Surveyors will spend no more than five (5) minutes at an address attempting to locate a meter. Accounts that are unable to be located within that timeframe will be returned to the City for assistance with locations. For these returned accounts, a surveyor will be made available to return to the location and complete the survey after location.
4. The data collected during the survey shall include the following items:
    - Identification (manufacturer and material) and dimensionality of existing boxes and lids
    - Condition and substrate of existing boxes and lid
    - Identification (manufacturer, model, and serial) of existing meter (and endpoint if present)
    - Assessment of installation-impacting conditions (e.g. overgrown roots in meter box, flooded meter box, visible leak, or plumbing irregularity)
5. If the meter pit is filled with soil, sand, or water upon arrival, it will be marked as such. The meter installation team will remediate the situation contemporaneously with the installation or retrofit of the meter.
6. During the course of the survey, up to six (6) photos may be taken of the box, lid, meter, and immediate surroundings. If additional photos are desired, they can be taken for an additional fee (an estimate for which can be provided upon request).
    - Survey photos will be provided to the City at a cadence agreed to post-award.

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7. Survey data will be aggregated into an excel or similar format and provided to the City at regular intervals. The final compilation of survey data will be provided at the conclusion of the survey.

6.4 Initial Deployment Area (IDA)

As a functional test of the system, procedures, and other elements of the project plan, an initial deployment area will be defined and installed. This installation will serve as a 'dry run' of the planned procedures for the full deployment, and as such will substantially mirror the full deployment plan.

6.4.1 IDA Scope of Work

The IDA for the City will encompass a minimum of 100 meters. These meters will be identified with the assistance and collaboration of the City so as to provide a representative sample of the meter sizes and locations in the service territory. These installations will follow the same procedures laid out in Section 6.5 below as pertain to customer notification and installation procedures. However, as the IDA installations may not be confined to a single route, they by necessity may not follow the planned route release and completion structure prescribed for full deployment.

Additionally, the requisite integrations between and among the WOMS, BEACON and the City's Billing Vendor will be workshopped, deployed, and tested during this phase so as to prove their concept. For details on the proposed software integrations, refer to Section 7 of this SOW.

Certain key elements of the system may require initial training sessions be provided to the City personnel in order to facilitate their use and evaluation of the system. These sessions will be agreed to as to timing and content between Badger Meter and the City in compliance with the overall training plan for this project as laid out in Section 9 of this SOW.

6.4.2 IDA Procurement

Once the approximately 100 accounts comprising the IDA are identified, they will be prioritized for surveying (refer to the preceding Section 6.3). Once the survey information is gathered, the requisite Materials will be placed on order in accordance with the material ordering plan and their estimated lead times advised. The delivery schedule for these products will be monitored and presented in the fashion prescribed previously in Section 6.1.

6.4.3 IDA Material Handling and Storage

IDA materials will be staged at a PVI facility, in compliance with the inventory management plan laid out in Section 6.2.

6.4.4 IDA Evaluation Period

The 100 installations are estimated to take approximately thirty (30) calendar days The overall IDA period will include ninety (90) to one hundred and twenty (120) calendar days for integration work, communications planning, and other such necessary precursor elements to evaluate the

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full deployment plan during the IDA. For more details, refer to the tentative schedule presented previously in Section 3.

6.4.5 IDA Acceptance Criteria

The IDA is intended to serve as a demonstration of system functionality. The following objectives of the IDA shall serve as evaluation criteria for the conclusion of the IDA and progression to full deployment:

1. Verification of all installations completed and inspected by the City
2. Verification of all endpoints communicating within the agreed performance margin
3. Completion of required software integrations and associated testing plans, as specified in Section 7
4. Completion of the training sessions designated in Section 9 to be performed during the IDA
5. Successful execution of a billing process using the system by the City
6. Other criteria as mutually agreed

6.5 Full Deployment

Full deployment will substantially mirror the IDA, as the latter is a test of the former's planned procedures. The procedures herein will detail the expected approach for the meter and endpoint installations necessary to complete the project. Deployment planning workshops during the pre-construction phase will allow the City to review and become familiar with these procedures and provide an opportunity to make reasonable alterations thereto to best suit the needs of the project.

The number of crews deployed for installation will be reported by Badger Meter and its IP to the City as part of the planning process and will be monitored on an ongoing basis to ensure appropriate staffing levels are maintained throughout the project.

6.5.1 Outdoor-Set Meter Installation

For meters less than or equal to 2" in size, outdoor set meter installations will follow the following procedure.

1. All Badger Meter products will be installed in accordance with the appropriate installation manual.
2. For any meter exchange where water service to a resident may be interrupted, the installation crew will knock on the resident's door prior to beginning work to provide them notice that their water service may be interrupted for a brief period.
    i) Should the resident be actively using water (e.g. running the dishwasher or washing machine), the installers shall set a time to return to that resident and complete the installation in a manner that minimizes impact to the resident.
    ii) If the resident does not answer the door, the installer shall approach the meter pit and examine the register to determine if it shows consumption.

iii) If consumption is found, the resident is assumed to be using water or have an active upstream leak. A door hanger will be left that an attempt was made but the installation could not be completed, and the installers will make another attempt at a later date.
iv) If no consumption is found, then the installer will proceed.
v) If the meter pit is inaccessible (e.g. in a scenario where a vehicle is parked over the pit), a door hanger will be left indicating the attempt was made and the installer will come back at another time.

3. The installer will examine the meter pit to determine if installation can be completed.
4. Survey data gathered in the pre-installation survey will help minimize RTU accounts during full deployment but cannot eliminate it entirely.
5. If the meter box is damaged, work will not proceed and the account will be designated as UIR. The City will be notified of the damage and provided photos documenting the situation.
6. If the meter pit was identified as flooded or covered by dirt, such obstacles will be removed during installation.
7. If the meter setting and surrounding plumbing/valves is visibly defective or damaged such that there is reasonable confidence that damage will be exacerbated by an installation, work will not proceed. Photos will be taken to document the condition, and the account will be designated UIR.
8. If there are plumbing irregularities (e.g. meter installed backwards, disconnected, by-passed, etc.), work will not proceed, and the account will be designated UIR.
9. In such cases where deliberate tamper or intentional theft of service is identified, pictures will be taken and the account will be designated RTU.
10. The installer will locate a shut-off valve (curb stop) to temporarily turn off service for the installation. If no curb-stop can be located, work will not proceed. If the curb-stop is nonfunctional or broken, work will not proceed and the account will be designated UIR.
    i) If the installer finds that an account is in an off state at the curb stop upon arrival, work will proceed. The account will be left in the same state it was found (i.e., water will be left off if it was found off). This may preclude a line from being flushed.
11. The existing meter will be removed and replaced with a new meter. Consumable items, such as washers, gaskets, nuts and bolts, are included in the meter exchange pricing. Additional plumbing components will be priced and included as needed.
    i) Any ancillary parts furnished to complete an installation are subject to approval by the City. Post-award, specifications for same will be provided.
12. The new endpoint will be connected to the meter and mounted per the procedure for endpoint installation laid out in Section 6.5.2.
13. Photographs will be taken during this process, which will include:

- Preinstall condition.
- Post-install condition.
- Old meter reading.
- Preinstall valve position.
- Post-install valve position.
- Flow direction indicator (arrow) on new meter.

- Barcode labels (for serial number capture).
- Restoration of area to original state.

14. The installer will restore water service (if service was on upon arrival) by opening the curb-stop. Upon restoration of service, the installer will attempt to flush the service line using an external hose bib or spigot to remove air and incidental debris.
    i) If no such device exists, the installer will knock on the door and ask the resident to open the bathtub tap to flush the line.
    ii) If the resident is not home, the line will not be flushed, and water will be left off. A note will be made on the door hanger indicating that water is off with instructions to call the installation partner for restoration of service upon the resident's return.
15. A door hanger will be left notifying the resident that the exchange has been completed. The door hanger will have contact information should the customer have questions or concerns about their installation.

6.5.2 Outdoor-Set Endpoint Installation Procedure

All Badger Meter products will be installed in accordance with Badger Meter's installation manuals. These manuals will be provided to all installers prior to commencing installation work in addition to any installation training that is to be provided. For endpoint installation, best practices include the following:

1. Work orders for endpoint installation will be dispatched via NIMS to ensure the work is performed at the correct account and to facilitate tracking of installation records.
2. Endpoints will be mounted through a composite, RF-friendly pit lid (in outdoor applications). This may necessitate a lid change-out in some scenarios.
    i) The endpoint will be mounted using Badger Meter's top cap and lock nut to ensure a secure fit.
    ii) Where possible, holes will be drilled in existing lids to permit the endpoint to be installed.
3. In outdoor applications without a pit lid (generally for larger meters), the endpoint shall be installed using a mounting bracket.
4. Endpoints should be installed away from large metal objects to maximize radio-frequency (RF) signal propagation. In vault applications, a non-metal vault lid kit may be installed through a hole drilled by the installation partner, or a 'buddy box' may be used.
5. Endpoints will be activated using the ORION Activation Tool to verify their function and communication with the network.
6. Endpoint serial numbers will be recorded electronically into the WOMS.
7. After installation, the endpoint will be monitored to confirm communication to BEACON.

6.5.3 Retrofit Installation Procedure

In a scenario where a register is to be retrofitted onto an existing meter to permit its communication with the AMI system without a full meter exchange being performed, the same provisions from Section 6.5.2 apply to the endpoint installation. Additionally, the following steps will be taken as part of a retrofit.

1. All Badger Meter products will be installed in accordance with their installation manual(s).
2. Work orders for retrofits will be dispatched via an electronic WOMS to ensure work is performed at the correct location and to facilitate tracking of installation records.
3. Upon arrival, installation crews will validate that the serial number and address of the meter in place match the expected meter serial number and address on the work order.
    i) Serial number data will be gathered as part of the pre-installation survey (refer to 6.3)
    ii) If the meter on location differs from the specification expected and the provided retrofit encoder is incompatible with it, the account will be designed UIR.
4. The following digital photographs will be taken as part of the retrofit:

    - Old meter in place
    - Surrounding area of original meter
    - Old register reading.
    - Old register serial number.
    - New register installed.
    - New register serial number.
    - New register start read.
    - New endpoint serial number.
    - Photo post-installation indicating site restoration to original state.

5. The existing register will be removed and the new register will be installed.
6. The new register will be connected to the endpoint.
7. The endpoint will be activated using the ORION activation tool

6.5.4 Large Meter (>2") Installation Procedure

Generally, large meters are associated with commercial accounts that have water usage needs that differ from residential accounts. As such, all large meters will be contacted directly by the installer to schedule an appointment for the meter exchange to prevent water-service interruption from disrupting commercial operations. At times, this may necessitate after-hours or weekend work, which will be provided at no additional cost for these appointments. Larger meters that have bypass functionality set up such that they can be exchanged without interrupting service may not have the same appointment requirements. The large meter installation procedure is as follows:

1. All Badger Meter products will be installed in compliance with the relevant installation manual(s).
2. Given that all commercial customers will be scheduled, the installer will reach out to the identified point of contact for the account to confirm that the scheduled change-out appointment is still suitable via the call center and/or in person visits as applicable.
3. Upon arrival, the installers will inspect the pipe condition of the installation and determine if installation can proceed.

    - If the meter setting and surrounding plumbing/valves is visibly defective or damaged such that there is reasonable confidence that damage will be exacerbated by an

installation, work will not proceed. Photos will be taken to document the condition, and the account will be designated UIR.

4. If a by-pass is present, it will be utilized to permit water service to continue for the customer during the exchange.

    - If no by-pass is present, water service will be shut off using the appropriate valve. If the valve is damaged to the point where water cannot safely be shut off without damaging the valve, piping, or meter, work will not proceed and the account will be designated UIR.

5. The meter will be exchanged. Ancillary items such as bolts and gaskets will be exchanged for new material. If additional material (i.e. ground clamps, support brackets, or large valves) are required for the successful completion of an exchange, the City may provide and install these materials, or the procedure in Section 6.5.11 will be followed to agree a price for them.
6. The endpoint will be installed per the endpoint installation procedure specified in Section 6.5.2
7. Photographs will be taken during this process, which will include:

    - Preinstall condition.
    - Post-install condition.
    - Old meter reading
    - Preinstall valve position.
    - Post-install valve position.
    - Flow direction indicator (arrow) on new meter.
    - Barcode labels (for serial number capture).
    - Restoration of area to original state.

8. The installer will coordinate flushing the line with the point of contact on the account.

6.5.5 Vault-Set Meter Installation

It is assumed that only large (3" and larger) meters will be in vaults. Work in vaults that are not classified as an OSHA-defined confined space is included in the proposal and will follow the procedure in 6.5.4. Any defined, permit-required confined space will be evaluated on a case-by-case basis and will be priced in accordance with Section 6.5.11.

6.5.6 Installation Data Collection

The installer will use NIMS both to dispatch and manage work orders and to record the data. Each procedure laid out in the preceding sections details the specific photographs which will be captured for readings and serial numbers of both new and old meters and endpoints. Additional data collected will include:

1. Material number of the City for installed materials (if provided/required)
2. Installation notes
3. GPS coordinates
4. Installation time
5. Any reason that an account was returned to the utility or otherwise not completed.

All installation data collected will be subject to the quality control plan detailed previously in Section 4 of this document. Installation data that passes quality control will be reported in a file format compatible with automatic ingestion for the City billing software at a frequency agreed by the project parties.

Installation data will be compiled and sent as a backup copy to the City upon project completion and will be retained by the installer for an agreed period for additional redundancy.

6.5.7 Installer Identification and Qualification

All installation technicians shall be suitably skilled and experienced with AMI deployments to support the project. A roster of installers shall be maintained by Badger Meter and PVI which shall include:

1. Name.
2. Copies of photo identification.
3. Copies of relevant background check information[8].
4. Vehicle information (Make/Model/Plate).
5. Other information required by the City.

Installers will wear a branded, standardized uniform making it easy to identify the installers as part of the project. At the request of the City, badge hangers or other identification of the installers as authorized contractors can be included.

The opportunity for the City to review and recommend changes to dress codes, badging, vehicle tags, and other installer identification prior to deployment will be available.

6.5.8 Route/Cycle Release Procedure

To meet the schedule expectations of the project, the procedure to release routes for production needs to be agreed to and upheld. It is a requirement that multiple routes be worked simultaneously (at minimum, two (2) routes) so that the installation teams may operate efficiently. To support this objective, the following steps will be taken.

1. The first routes for work shall be released a minimum of thirty (30) calendar days prior to work commencing. Subsequent route releases should be scheduled and planned in advance

[8] Background check information will detail what was checked and cleared, not the full details of the background check for privacy.

such that they can be immediately or near-immediately available upon the substantial completion of a preceding route.
2. Installation progress and percentage complete within a route shall be available via the WOMS portal for the City and all project parties to monitor.
3. When a cycle or route reaches 85% completion, a summary of the open work on that cycle or route will be presented at the next team meeting. Accounts designated UIR will be reviewed and a plan for their remediation agreed, otherwise they will be removed from scope.
4. Once the open accounts are reviewed, the estimated date of substantial completion for the route/cycle will be identified based on installation rates and project conditions.
5. This procedure will be evaluated regularly and may be modified by the project team to better suit project conditions if necessary.

6.5.9 Customer Notification Procedure

Customer notification for all in-scope accounts will be managed in the following manner:

1. Based on the route/cycle release procedure defined above, the route schedule will be identified.
2. At least one (1) week prior to work commencing on a route, a notification will be sent to the customers on that route informing them of the upcoming change-out.
    i) The form and content of this notification will be agreed to during the communication development phase of the project and will be approved by the City before use
3. The notification will include a request to contact the installer to schedule an appointment if the customer has an indoor-set meter, access constraints, or special needs for uninterrupted water service.
    i) When possible and reasonable, appointments shall be made within a 2-hour window for customer convenience.
    ii) Changes to scheduled appointments will be communicated, when possible, at least one (1) day prior.
4. All contact with the customer will be documented, including customer name, account number, address, time of communication, method of communication, contacting party, returned mail (if applicable), and the name of the customer spoken to (if applicable).
5. If a customer refuses an installation, the account will be designated UIR
6. When installers arrive at a customer's location for a change out, they will knock on the door to inform the customer the work will be occurring, following the procedures laid out previously in this SOW.
7. A door hanger will also be left upon an attempt indicating successful completion or requesting follow up from the customer.

6.5.10 Conditional Acceptance

To facilitate timely invoicing and payment of installation work on the project, the procedure below for conditional acceptance of installations will be followed. Conditional acceptance is solely an administrative and procedural step to permit the flow of invoicing processes to proceed. It does not relieve Badger Meter or its IP from their responsibility to correct deficiencies if they are identified within the warranty period of that installation.

Installation labor will only be invoiced to the City for completed installations that have been inspected and accepted. If, however, after a period of five (5) business days from the completion of an installation and the transmission of the installation data to the City to inspect and/or test installations, no results are communicated to Badger Meter due to delay in performing the testing by parties other than Badger Meter and its IP, the account(s) in question will be deemed 'conditionally accepted' and submitted for payment pursuant to the process laid out in Section 10 of this SOW.

6.5.11 Additional Work

Installations of new meters and endpoints in support of the project are assumed to be like-for-like and are thus assumed not to require substantial ancillary work. However, situations may arise where such work is necessary, for example, upon inspection of a meter, either during the pre-installation survey or while performing installation work (e.g., the curb stop is broken). Prior to any such work being performed, the following procedure will be followed.

1. The technician will photograph the conditions that require the corrective work and transmit them via the foreman/supervisor for the installers to the Badger Meter project management team.
2. The Badger Meter lead project manager will review the additional items included in the contract and determine if a price for the work has previously been agreed.

If a price has been agreed, the Badger Meter lead project manager will solicit approval in writing from the City project manager to execute the work at the approved price.
If no price has been agreed, the Badger Meter lead project manager will prepare an estimate for the work and submit it to the City project manager for review and approval pursuant to the change management process laid out in Section 8 of this SOW.

3. The project manager for the City will review the documentation and approve or reject the additional work. In situations where the work is approved, it will be performed and submitted for payment when the relevant installation labor is approved. In situations where it is rejected, the account will be designated as UIR or RTU as appropriate for the City to correct or self-perform the additional work.

7 Project Software Deployment and Integration

As part of the preparation for both the IDA and full deployment, the initial setup and testing of the software interfaces that will support the project must be iterated, tested, and aligned on by the project parties. As specified previously, there are certain key precursors that the City must meet in order to facilitate the work characterized in this section proceeding. Refer to Section 1.6.5, previously, for these details. Related to this interface development may be training of City staff – this will be characterized subsequent in Section 9 of this document. For purposes of this section, references to "BEACON customer" means the City.

7.1 BEACON and EyeOnWater Customer Portal

The BEACON software platform, as a native part of its functionality, provides our customer engagement portal, EyeOnWater. This portal includes online access via a web portal as well as a smartphone application for both iOS and Android that provides usage information to the water utility customer. Given that EyeOnWater is a native element of the BEACON platform, no additional integration is required to deploy it.

7.2 Facilitated Interfaces

7.2.1 Mass-Meter Change Out (MMCO) File

The MMCO file is a file that is generated by the installation partner that is provided to the City and its billing vendor, Tyler Munis, in a format agreed upon in the relevant workshop (refer to the milestone chart in Section 3.2). It is imperative for successful system integration that the data passed in this file is accurate both at the time of transmission (the responsibility for which rests with the installation partner subject to the QC plan in Section 4 of this SOW), and at the time of ingestion (the responsibility for which rests with Tyler Munis). The Badger Meter interface team and project management team will facilitate the interface workshop to develop the MMCO file and provide guidance where necessary, but the ultimate responsibility for completing this interface rests with PVI, Tyler Munis, and the City.

7.2.1.1 MMCO Assumptions and Services Not Included

- Badger Meter is only responsible for assistance in scheduling the interface workshop and for providing guidance to the parties related to the MMCO file. The ultimate responsibility for completing this interface rests with the IP, the Billing Vendor, and the City.
- Badger Meter will not be creating the file and will not be responsible for ensuring correct formatting for ingestion by the Billing Vendor.

7.2.2 Standard Billing Integration

A billing integration is necessary for any BEACON customer to configure the data transfer between BEACON and the BEACON customer's billing system to support meter-to-cash operations. This is the effort to load the "Accounts and Assets" data into BEACON and provide the BEACON customer or BEACON customer's billing vendor with the billing reads information.

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7.2.2.1 Services Included in Standard Billing Integration

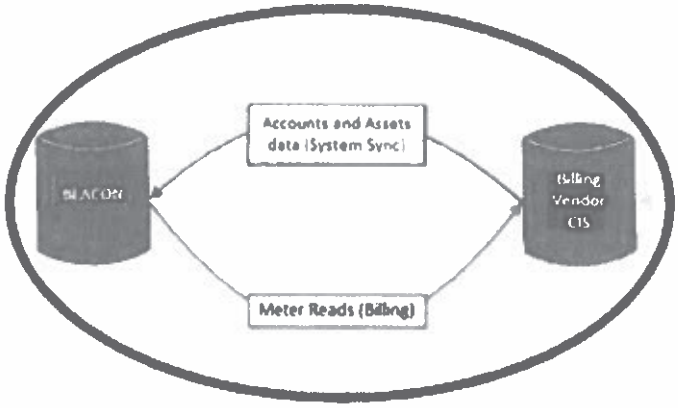


Figure 5: Standard Billing Integration Scope

- Iterative review and troubleshooting of the "Accounts and Assets" file (a/k/a the BEACON Import file, System Sync File, or Meter Provisioning File). The process of iterative review and troubleshooting as applied to this file is considered a fixed bid amount.
- Formatting of the Billing Reads data to fit the BEACON customer's billing system requirements. This process may also be iterative and is also considered a fixed bid.
- API Request configuration assistance for development of requests to *only* the BEACON ../import and ../read API endpoints. Assistance with other API requests is not in the scope of standard billing integrations.

7.2.2.2 Standard Billing Integration Assumptions and Services Not Included

- The BEACON customer or BEACON customer's billing vendor must provide a delimited file with headers matching the latest BEACON billing integration specification file.
- Upon receipt of the "Accounts and Assets" file, the Badger Meter BEACON interface analyst will review the file and detail any corrections which need to be made. The Badger Meter BEACON interface analyst will normally detail any required corrections within 1-2 business days but must communicate required corrections within ten (10) business days of receiving the "Accounts and Assets" file.

- The BEACON customer or BEACON customer's billing vendor must make these corrections and provide a new file within ten (10) business days of being notified.
- This is expected to be an iterative process.
- Once all corrections are made, the Badger Meter BEACON interface analyst will approve the file.

- After the "Accounts and Assets" file is approved, the Badger Meter BEACON interface analyst will create a billing reads file and provide it to the BEACON customer or the BEACON customer's billing vendor for review.
  - Both BEACON reports and the BEACON ../read API have robust capabilities to choose and order fields within the report. However, the billing reads report must fit a possible specification in the publicly documented BEACON help wiki. Any changes necessary within the billing system to import the billing reads data outside the capabilities in the BEACON public help website will be the responsibility of the BEACON customer or BEACON customer's billing vendor.
  - As with the "Accounts and Assets" file, an iterative review process can be expected. The BEACON customer or BEACON customer's billing vendor has two (2) weeks to review and provide feedback or change requests. The Badger Meter BEACON interface team will make these changes and provide a new file, normally within 1-2 business days but absolutely within ten (10) business days of being notified of changes requested. After each billing reads file iteration, the BEACON customer or BEACON customer's billing vendor will have a chance to review.
- Fifteen (15) business days after the Badger Meter BEACON interface team provides the last file iteration, the billing reads file is assumed to be correct and the interface project will be closed.
  - Further changes to the billing reads file after the interface project is closed may incur additional fees for interface modification.
- Upon the BEACON interface team's approval of the BEACON customer's "Account and Assets" file, the BEACON customer has ten (10) business days to complete the API Request Configuration. After that, another purchase order must be submitted for the BEACON team to assist with API Request Configuration. For this included "API Request Configuration Assistance", or for any separately purchased "API Request Configuration Assistance", these terms apply:
  - Data transfer methodology must adhere to publicly documented BEACON APIs. No other forms of data transfer are supported.
  - The BEACON customer must provide knowledgeable resources to build the BEACON API requests. Training on web service fundamentals is not in scope for the API Request Configuration Assistance Professional Services hours.
  - The BEACON customer is expected to understand hardware and environment requirements for making API requests. If the BEACON customer or BEACON customer's billing vendor does not have the capability to make such requests, any charges associated with adding this capability will be the responsibility of the BEACON customer.

  - The Badger Meter BEACON interface team will help the BEACON customer troubleshoot the requests and understand the API responses, interpret datasets, and explain BEACON functionality, but cannot assist with or describe the functionality of any non-BEACON systems.
  - The BEACON interface team cannot assist with loading data into a non-BEACON system.
  - Maintenance is not included after the ten (10) business day period. Support for API requests is not provided by the BEACON helpdesk. If something changes on the side of the BEACON customer and the request fails, a new "API Request Configuration Assistance" order must be made to engage the Badger Meter BEACON interface team.
  - Prior to the order being placed, a 30-minute discovery call may be provided to diagnose the issue and expedite resolution.
  - Only the BEACON ../import and ../read API endpoints are in scope for a billing integration. Discussion of other endpoints requires a different purchase order.
- Data must be transferred in one of the formats supported by BEACON as defined in the publicly available BEACON help documentation.
  - Data transfer methodology is either a manual "drag-and-drop" file transfer between BEACON and the billing system or implementation of the publicly documented BEACON APIs.
  - If the BEACON customer would like to implement an alternate data transfer methodology, the Badger Meter BEACON software services team may facilitate one or more discovery calls. Additional scope and effort will be identified in these discovery calls and priced accordingly.
- Any data transfer or functionality configuration outside of the "Accounts and Assets" and billing reads data is not in the scope of a billing integration.
- Assistance retrieving and/or understanding interval read data (the BEACON ../range or ../flow APIs) is out of scope for any billing integration. BEACON customers are welcome to retrieve data from these endpoints, but the Badger Meter BEACON interface analyst will require an additional purchase order to engage.
- Throughout the course of the integration, the Badger Meter BEACON interface team will describe the interface functionality and BEACON functionality. The BEACON help documentation also provides complete system use detail. However, follow-up on use-case or user acceptance testing—such as meter change-outs or hardware decommissioning—is not part of a billing integration. The billing integration ensures that the file structure is correct. Additional support for user acceptance testing can be quoted as a separate scope of work.
- The BEACON interface team will not backload meter reads from previous systems. This can be done but must be a separate scope of work.
- If there is a change in a BEACON customer's external system and an API request fails or the dataset needs to be updated, a new scope of work may be required.
- Support of non-BEACON systems is not provided by the Badger Meter BEACON helpdesk.

7.3 Interface Testing

The objective of testing is to prove end-to-end functionality across all in-scope software functionality. This may include but is not limited to applications of field devices through the communications network to BEACON, WOMS to Tyler Munis integration, and Tyler Munis to and from BEACON data flows. This ensures that the specified integration requirements are met and that data is accurate and timely. This phase of testing is best executed in a 'sandbox' testing environment to test the MMCO interface, BEACON, customer portal, and billing system hardware and software components.

The table below outlines the high-level responsibilities and objectives for Badger Meter and the project parties to test the various integrations that may be developed over the course of the project. Badger Meter, in many cases, will have frameworks or sample test cases that it can supply as a starting point upon request; however, Badger Meter does not maintain such sample test cases for third-party software that Badger Meter does not develop or maintain. For those instances, Badger Meter will collaboratively develop test cases and/or frameworks with the City and Tyler Munis.

Table 7: High-Level Testing Responsibilities

Badger Meter	Utility and Billing Vendor
• BEACON billing interface requirements and specifications • Review and analyze requested field data. • Work Utility and Billing Vendor on data setup and questions • Help troubleshoot BEACON-related issues and questions. • Provide a sample test plan. • Support test case execution and validation for BEACON	• Billing system test environment and support • Develop test cases for BEACON integrations and use cases (e.g., meter changeout, deactivations) • Verification of physical meter and endpoints • Test case execution and validation of BEACON integrations and use cases. • Execute test cases. • Validate results

7.4 Integration Assumptions and Out-of-Scope Services for Billing Integration

- The BEACON interface team will assist the City or third-party implementation team troubleshoot BEACON API requests and responses, interpret datasets, and explain BEACON functionality, but cannot assist with or describe the functionality of any non-BEACON systems.
- If there is a change in the customer system and a request fails or the dataset needs to be updated, a new scope of work may be required.
- Support for functionality troubleshooting of non-BEACON systems is not provided by the BEACON helpdesk.

- The total work time required for all project software deployment and integration services as detailed in this Section 7 is expected not to exceed eighty (80) hours. If this threshold is reached, Badger Meter will provide the City with a detailed hours log of all work performed, which will include root cause(s) for exceeding the threshold. Subsequently, Badger Meter will work with the City to identify any remaining work outstanding and an applicable hourly rate to complete the remaining work.

7.5 BEACON UAT Environment

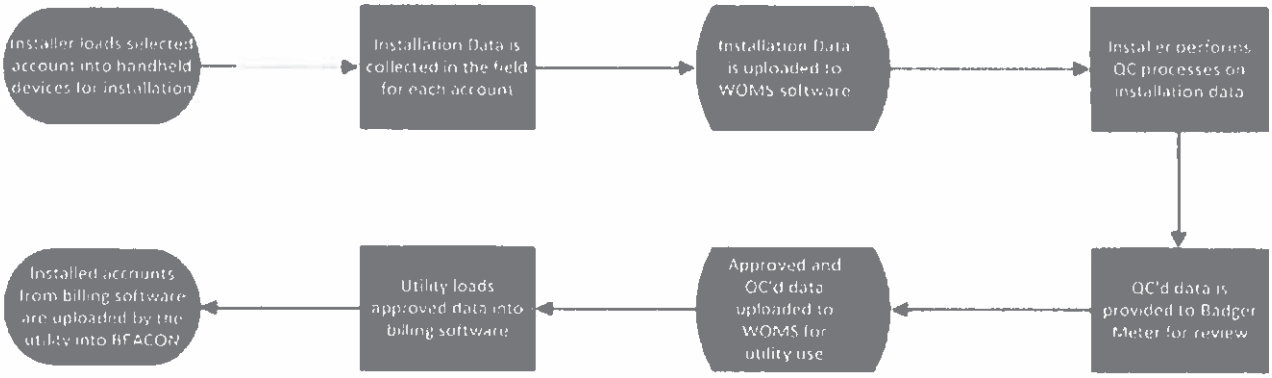
BEACON has a User Acceptance Testing (UAT) or sandbox environment available to clients during the development and implementation phase of the project. There are several caveats to this availability, as follows:

- BEACON UAT is synchronized with production roughly once a quarter. This sync will overwrite any change in UAT that is not also made in production. Clients may or may not be notified of sync dates.
- BEACON's internal interface and development teams will also be contemporaneously using UAT for testing. Data stability is not guaranteed in this environment.
- BEACON UAT's system uptime is not guaranteed or beholden to the BEACON SLA as BEACON production is.
- BEACON UAT is not intended for parallel use with production.
- Excessive continued use of UAT after development and implementation may warrant use-case discovery and further negotiation if appropriate.
- If the City would like to run tests in UAT, this can generally be accommodated. Please make the Badger Meter technical support team aware of the testing goals and expected duration and the interface and development teams will endeavor to avoid making changes during the time.

7.6 Project Data Workflow

The figure below details the method by which the City will be provided installation data to upload into its billing system at a mutually agreed frequency. There is a slight lag from when a meter is installed to the installation data being available, which generally does not exceed three (3) days. The reason for this delay is to permit the quality control procedures to be applied and to ensure the most accurate data possible is transmitted.

Figure 6: Installation Data Workflow - Standard Operating Procedure



7.7 Transition to Badger Meter Technical Support

The 'Billing Integration' portion of this project is complete when the following three milestones are complete:

1. The 'Accounts and Assets' file is approved by the BEACON interface analyst.
2. The billing reads data is approved by Tyler Munis.
3. If in scope, the APIs are in place to automate these two dataflows (or the time limit to implement APIs has expired).

After the billing integration is complete, the Badger Meter interface analyst will remain available for projects for approximately one (1) billing cycle, unless otherwise agreed. Once this additional availability expires, subsequent questions and answers must be directed to Badger Meter's technical support group as prescribed in the BEACON Service-Level Agreement (SLA).

8 Change Management Plan

Change is somewhat of an inevitability on projects of the size and duration of AMI deployments. Changes in scope require careful management to avoid disrupting the project. Should a situation arise that begets a change on the project, the following change management procedure will be followed.

8.1 Change Management Team

If a change is identified, it will be reviewed by the following personnel: the TK-Ops Manager, the lead project manager, the account manager, the sales manager, the contract manager, and relevant installation partner and the City's personnel. These individuals will follow a change management workflow as follows:

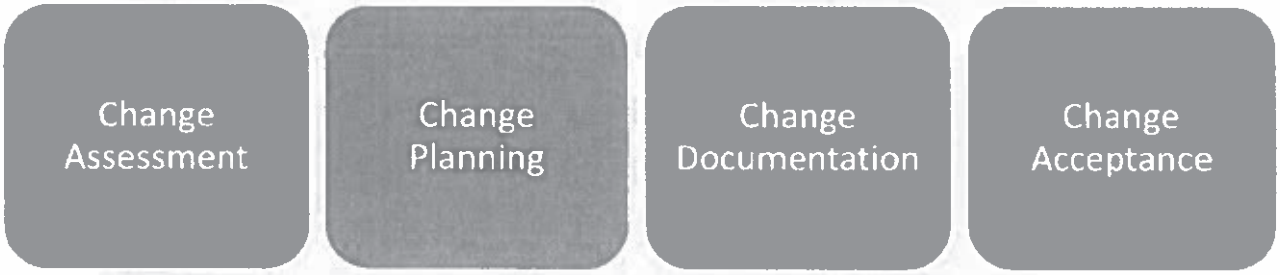


Figure 7: Change Management Plan

- The change will be assessed to determine its impact in terms of cost, schedule, and risk. If the change is within the capacity of the project to absorb, either due to available contingency funds, low to no cost impact, or other project-specific factors, and if the change management team agrees to do so, the change will be absorbed and documented in the project RAID log as a decision.
- If the change cannot be absorbed, a change order will be prepared. A change memo will be prepared first that characterizes cost and time impact for review. If the solution is acceptable, the memo will form an exhibit to the formal change order. This preliminary review helps clearly document and manage the change process.

- If a proposed change memo is not acceptable in terms of its impact, the change management team will return to the assessment phase and attempt to arrive at alternate solutions that can be planned, documented, and accepted.
- If the change memo is acceptable, the change will be documented by means of a change order signed by the appropriate parties.
- Part of the documentation process will include an assessment of other project artifacts (such as the installation schedule and/or project ordering plan) that may be impacted and the assignment of responsible parties to update them.

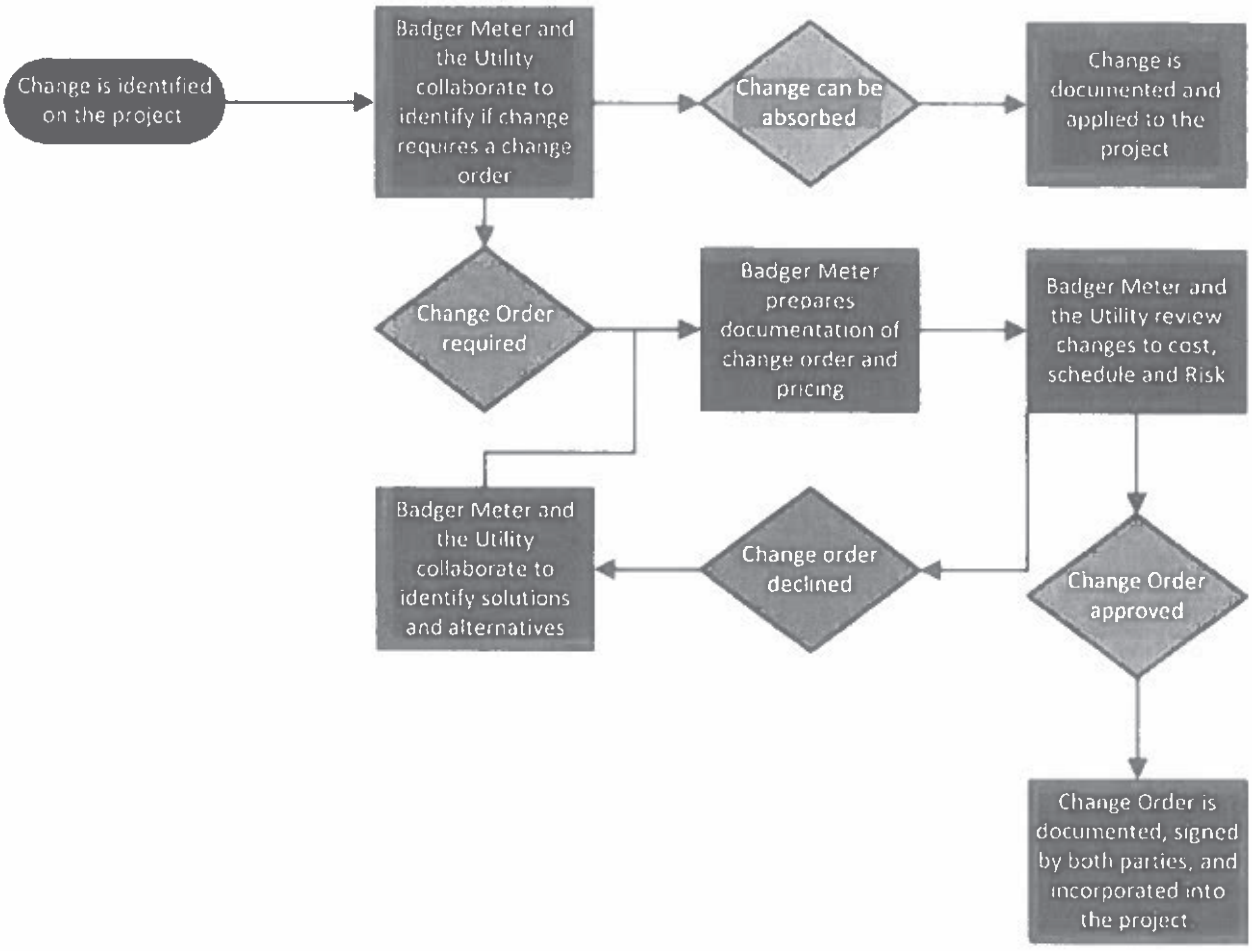


Figure 8: Change Management Workflow Diagram

9 Project Training Plan

Badger Meter's approach to training is one that is highly tailored to the specific needs of its individual utility customers. To that end, the methodology for training is best understood as "demonstrate, perform, and practice." Trainees can expect to have the first part of a given training session to consist of demonstrations, lectures, and walkthroughs of the product or solution being taught. The second portion of a given session will consist of more hands-on work with the product or solution to better impart the lesson(s) to be learned.

From experience, Badger Meter has found that structuring training around the message of 'a day in the life' is the most effective way to impart the information on trainees. To facilitate this, Badger Meter will engage functional managers of the City's relevant departments to be trained in planning workshops prior to the curriculum for that training session being finalized. In this way, the users being trained are readily able to relate the training to their day-to-day job duties and will typically demonstrate higher retention.

While Badger Meter does not provide training sessions as prerecorded videos (given the preference for highly tailored, 1-of-1 trainings), Badger Meter has no objection to the City recording the training sessions delivered as part of this project for future in-house training sessions.

9.1 General Training Notes

- All training will be conducted on the City's BEACON portfolio and with the City's hardware.
- Training can be conducted in person or via videoconference. Some training (for example, installation training) is best delivered in person, while software-focused training can be more effective over videoconference to allow trainees to participate on their own copy of the software.
- Training sessions can, at the City's discretion, include verbal or written tests to assess the success of the training at imparting knowledge to the trainees. The exact content of these tests will be created by Badger Meter and approved by the City.
    - the City and Badger Meter will determine the course of action if a trainee fails the test.
- Class sizes for training are generally capped at 25-30 attendees to ensure personal attention from the instructor and to permit all attendees the opportunity to ask and have questions answered.
- Training documentation, where applicable, will be provided by Badger Meter. All product literature, manuals, and installation documentation are available online at either www.badgermeter.com for product, or www.beaconama.net for the BEACON software platform.
- Training for this project is proposed in the following general phases.

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Table 8: Proposed Training Types and Timings

Training Name	Training Type	General Timing in Project
Installation and Product SME Training	Train-the-Trainer	In preparation for IDA
BEACON SME Training	Train-the-Trainer	In preparation for IDA
BEACON Technical Staff Training	Technical Training	After IDA is complete
BEACON Billing Training	Technical Training	Prior to first billing cycle using AMI system
BEACON Operations Training (Incl. EyeOnWater)	Technical Training	After ~30% of installations are complete or prior to EyeOnWater roll-out, whichever is earlier
BEACON Operational Transition Preparedness	Review and Assignment of Handoff Readiness	After ~75% of installations are complete, or prior to the commencement of project closeout activities, whichever is earlier.
Refresher Training	Technical Training	As needed within project duration

9.2 Installation and Product SME Training

This session's target audience is leaders from meter installation and field operations personnel from the City who will be responsible for AMI meter installations and maintenance in support of the system's operations. This training is broken into three parts, each of which has a proposed agenda as follows. As previously mentioned, these agendas are illustrative of general concepts and elements. The City will have final approval of training agendas and materials prior to course administration.

9.2.1 Installation and Product SME Training: Part 1 - Meter School

Introduction to Meter School:

1. Overview of BEACON solution for utilities
    - A high-level overview of BEACON and the entire solution being deployed.
2. Endpoint Installation and Activation – Best Practices and Demonstration
    - Demonstration of process to connect, mount, and activate an endpoint.
3. Understanding Meter Application Criteria and Key Terms
    - Review of general meter application and sizing theory.
    - Review of key terminology in use to ensure understanding.

4. Small Meter Technology Options
    - Discussion of the various small meters (<2") that form the solution and their technologies and differences.
5. Small Meter Breakdown and Reassembly Demo
    - Live breakdown and reassembly of a small meter to demonstrate its construction and components.
6. Understanding Ultrasonic Metering Technology
    - Review of ultrasonic metering technology and its application in the solution.
7. Understanding Fire Service Metering Technology
    - Review of how fire service metering can be incorporated into the system.

The approximate duration of this session is four (4) hours but will vary depending on the exact agenda determined by Badger Meter and the City.

9.2.2 Installation and Product SME Training: Part 2 – BEACON Introduction for Operations

Introduction to BEACON for Operations:

1. Overview of ORION Cellular Technology
    - General explanation and demonstration of how endpoints function and interact with the BEACON platform.
2. BEACON Roles
3. The At-A-Glance Page
    - Modules
    - Configuration
4. The Assets Page
    - Review of the various statuses endpoints can have in BEACON, their meaning, and how they move between them.
    - Demonstration of how to track assets as they are added to the system.
5. The Monitor Page
    - Usage and Consumption Graphs
    - Overlays for Temperature and Precipitation data
    - Alarms
    - Account Lookup
    - Favorites and Tags
    - Exporting Data

The approximate duration of this session is three (3) hours, but will vary depending on the exact agenda determined by Badger Meter and the City.

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9.2.3 Installation and Product SME Training Part 3 – Practical Installation (Optional)

Practical Installations

1. Classroom installation practice
    - Demonstrate correct technique and have trainees practice working with the tools and products.
2. In-Field installation practice
    - At appropriate locations, apply installation best practices and install meters/endpoints in the ground.

Depending on the number of installations to be performed as part of this training, the duration can vary significantly. A more refined plan for this session will be presented after it is workshopped with the City.

9.3 BEACON Technical Staff Training

This session builds upon the concepts in Section 9.2. With the SME trained on the system, they will help lead this session with the Badger Meter trainers. This will also help the SME become more confident in their knowledge and become more effective trainers for the City going forward. The target audience of this session is IT personnel, technical problem solvers, and other similar individuals who are expected to have a high level of command of the BEACON software.

9.3.1 Sample Agenda

The BEACON Technical Staff Training includes:

1. Introduction to BEACON Software
2. Steps of a Billing Cycle in BEACON
    i) Data import
    ii) Data export
3. The At-A-Glance Page
    i) Modules and their features
    ii) User-level personalization
4. Users and Roles
    i) Administrators
    ii) Permissions
    iii) Assigning roles
    iv) Creating new users
5. The Monitor Page
    i) Usage and Consumption Graphs
    ii) Overlays for Temperature and Precipitation data
    iii) Alarms
    iv) Account Lookup

v) Favorites and Tags
vi) Exporting Data

6. The Assets Page
    i) Endpoint status
    ii) Utility Settings
    iii) Asset Lookup
7. EyeOnWater Overview
8. BEACON Integrations on this project
9. Open discussion with BEACON staff on technical questions.

This training will require a high degree of care in curating the agenda to ensure that the technical staff derive value from the session. The estimated duration of this training is four (4) hours but could vary depending not only on the agreed agenda but also on the number of questions asked.

9.4 BEACON Billing Training

This session is a focused training session on the role of BEACON within the billing cycle. By necessity, it cannot be conducted until after billing integration is complete. It should, however, be conducted prior to the first billing cycle with BEACON. The audience here is intended to be billing clerks or other office personnel who will be interfacing with the system in a billing capacity. Customer service representatives may also find value in this session.

9.4.1 Sample Agenda

The BEACON Billing Training includes:

1. Introduction to BEACON Software
2. The At-A-Glance Page
    i) Modules and their features
    ii) How to personalize by user
3. Users and Roles
    i) Staff
    ii) Customers
        (1) EyeOnWater Users
4. The Monitor Page
    i) Usage and Consumption Graphs
    ii) Overlays for Temperature and Precipitation data
    iii) Alarms
    iv) Account Lookup
    v) Favorites and Tags
    vi) Exporting Data
5. The Assets Page
    i) Endpoint status
    ii) Utility Settings
    iii) Asset Lookup
6. Walk through of a billing cycle.

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i) Data flow from billing to BEACON and back

The total duration of this session is typically between two (2) and three (3) hours, depending on the agreed agenda.

9.5 BEACON Operations Training

This session covers nearly the same agenda as the session characterized in Section 9.3, but its target audience is the day-to-day operators of the system in customer service and billing. SMEs that were created in the earlier training will again participate and help lead the course to instill in the other trainees that they are a resource to whom questions can be brought. This training will focus more on the 'day in the life' model prescribed earlier and will prepare staff to work with the system.

9.5.1 Sample Agenda

The BEACON Operations Training includes:

1. Introduction to BEACON Software
2. Steps of a Billing Cycle in BEACON
    i) Data import
    ii) Data export
3. The At-A-Glance Page
    i) Modules and their features
4. Users and Roles
    i) Staff
    ii) Customers
    iii) EyeOnWater Users
    iv) Creating a new user
5. The Monitor Page
    i) Usage and Consumption Graphs
    ii) Overlays for Temperature and Precipitation data
    iii) Alarms
    iv) Account Lookup
    v) Favorites and Tags
    vi) Filters
    vii) Exporting Data
6. The Assets Page
    i) Endpoint status
    ii) Utility Settings
    iii) Asset Lookup
7. EyeOnWater Overview

The total duration of this session is typically between three (3) and four (4) hours, depending on the agreed agenda.

9.6 BEACON Operational Transition Preparedness

The purpose of this session differs from the previous sessions in that it is less of a structured training and more of a working session and evaluation of the City's understanding and usage of the BEACON platform. Specific topics on the agenda for this session will include:

1. Review of Badger Meter Technical Support Procedures and Processes
2. Review of the RMA (Return Material Authorization) Process
3. Review of Portfolio Management Best Practices
4. Controlling Provisioned/Pre-Provisioned Endpoints
5. General BEACON operations and maintenance best practices.

9.7 Refresher Training

Within the project term, should the City decide that additional training would be beneficial, it can be arranged. The form, content, and timing of said refresher training will be agreed to at the time it is requested. Refresher training will be billable at the agreed training rate in the contract unless otherwise agreed.

10 Project Invoicing Procedure

The project shall be invoiced as laid out in this Section.

10.1 Project Invoicing

All Materials supplied as part of the project will be invoiced upon shipment from Badger Meter, and at that time, ownership of the products shall pass to the City. This includes meter pit lids and/or boxes (if applicable), as well as plumbing components supplied. PVI will hold and maintain such Materials in their respective warehouse in accordance with Section 6 prior to their installation to alleviate the need for the City to allocate warehouse space and inventory management resources to the Project.

10.2 Service Invoicing

Installation labor will be invoiced upon acceptance subject to the procedures in Section 6 of this SOW. Additional work approved via the procedure in Section 6.5.11 will similarly be invoiced upon acceptance.

Non-installation services (such as project management fees and/or software integration costs that may be included) will be invoiced upon agreed milestones. Such milestones will be agreed during pre-construction and documented within a billing milestone schedule.

10.3 Invoice/Pay Request Procedure

Monthly, a pay request detailing the installation services accepted and other non-installation services performed in accordance with the agreed upon milestones will be prepared by the Badger Meter project manager and submitted to the City. Supporting documentation will be furnished by Badger Meter alongside the pay request. the City will have five (5) business days to review the pay request and provide acceptance of the pay request to the Badger Meter project manager in writing. Upon receipt of that approval, the Badger Meter lead project manager shall have an invoice automatically generated and submitted to the City.

10.4 Conditional Approval of Pay Request

If no objection is provided by the City to the Badger Meter lead project manager within five (5) business days of the submission of the pay request from the Badger Meter lead project manager to the City, the pay request will be deemed conditionally accepted by the City and an invoice will be generated and submitted. Like the installation conditional acceptance procedure laid out in Section 6, this does not alleviate Badger Meter's obligation to provide accurate invoicing but allows for administrative processes to proceed in a timely fashion.

If a conditionally accepted pay request and subsequent invoice is found to be inaccurate, it will be edited, re-issued, or otherwise updated as necessary by Badger Meter upon such notification from the City with any incorrect payments remitted by the City to Badger Meter to be credited towards future invoices.

11 Project Acceptance and Closeout Plan

11.1 Project Closeout Plan

Once the scope of installations reaches 85% complete, preparation for the project closeout and turnover meeting will begin. Steps included in this plan will include:

- Agreement on a target completion percentage and date.
  - The target completion percentage will factor in any accounts designated as RTU or otherwise removed from scope.
- The deliverables specified in this SOW and any other deliverables identified and agreed to by the project parties will be evaluated for completeness.
- Acceptance of all installed accounts will be confirmed by the City.
- Review any open UIR accounts and arrange for remediation.
- Review any pending action items assigned and determine their completion timeline.
- Review financial performance against budget and discuss any discrepancies, including any unpaid invoices.
- All installation data, including photos, will be turned over to the City.

11.2 Closeout Meeting

Once the project installations and items identified in Section 11.1 are complete, the closeout meeting will be held. This will consist of input and discussion from project parties to identify and document lessons learned, present project performance and/or KPI, and review highlights of the project. The agenda of the closeout meeting prepared by Badger Meter will be informed by the planning performed in Section 11.1, but will generally include the following items:

- Review of project scope and milestones
- Review of budget and schedule performance
- Review of other project metrics
- Review of UIR/RTU list
- Review of action items
- Turnover of project documentation
- Turnover of installation data
- Plan for notification of final acceptance by the City

11.3 Project Acceptance Criteria

Sample project acceptance criteria may include:

1. Verification that all uninstalled inventory housed in the IP warehouse is turned over to the City.
2. Confirmation of all removed items that were to remain the property of the City have been satisfactorily returned to the City.
3. Confirmation that all installation and project data has been passed from the document control system to the City's operational systems.

4. Other criteria as mutually agreed.

11.4 Project Inventory Reconciliation

Throughout the project, Badger Meter will, in its capacity as project installation and quality manager, audit the warehouses operated by PVI to ensure that the inventory management plan laid out in Section 6.2 is being observed. During preparation for the closeout, Badger Meter will perform a final audit of the warehouses and ensure that any inventory not to be installed is correctly transferred back to the City. Serial number-level verification will be performed for serialized products.

11.5 Project Closeout Notification

Once the criteria in Section 11.3 are satisfied, and any other criteria agreed by Badger Meter and the City are similarly satisfied, the Badger Meter lead project manager will request a formal notice of project completion from the City's project manager. Upon receipt of such notice, the Project will be complete.

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BADGER METER RESUMES

Brad Lowe

Account Manager – Utility

Cell: 414-218-7070
blowe@badgermeter.com

Summary of Qualifications

Brad, serving as the Badger Meter Account Manager for Central and North Florida, works closely with utilities to craft customized metering solutions and oversee the entire project lifecycle, from conception to execution. Prior to joining Badger Meter's sales team in 2018, Brad gained valuable sales experience at Innovative Metering Solutions (IMS), the primary distributor of Badger Meter products in Florida. With his extensive background in the water industry, sales, and operations, Brad delivers tailored solutions that surpass customer expectations.

Education & Associations

University of Central Florida, *Business Management*
American Water Works Association (AWWA)
Florida Rural Water Association

Accomplishments

Brad, in his role as an Account Manager at Badger Meter, has forged strong partnerships with various utilities across Florida. Some of the key clients he oversees include Jacksonville Energy Authority (JEA), Auburndale, Dunedin, Pasco County, Orlando Utilities Commission (OUC), and Ocala. Through effective communication, strategic planning, and tailored solutions, Brad ensures that each client receives personalized support and achieves their metering goals. His dedication to client satisfaction and his commitment to delivering innovative solutions make him a valuable asset to both Badger Meter and its clients.

Colin Middaugh
Regional Sales Manager

Cell: 414-339-0146
cmiddaugh@badgermeter.com

Summary of Qualifications

Colin brings with him extensive experience and a proven track record of success in solution-based sales across global and domestic markets. Before joining Badger Meter in January 2018, he served as a Client Partner at Verizon, where he was responsible for driving sales growth within his assigned account base. During his time at Badger Meter, Colin has held a variety of roles, including Solution Architect and Utility Solutions Manager. In these positions, he worked closely with utilities to optimize revenue, enhance meter reading accuracy, increase productivity, and expand customer service capabilities. Colin has also been heavily involved in numerous AMI deployments across the United States.

Currently, Colin serves as the Eastern Region Manager for Badger Meter. In this role, he is responsible for coordinating the sales strategy of the company's product and service offerings, while also serving as the primary interface between his sales team and utility customers. He works closely with his customers to develop customized metering solutions that are tailored to their unique needs and ensures that organizational goals are met. Colin's expertise and innovative approach to problem-solving make him an invaluable asset to both Badger Meter and its customers.

Education & Associations

D'Youville University, Bachelor of Business Management
St. Bonaventure University, Master of Business Administration

Accomplishments

Colin has a proven track record of success in expanding and promoting Badger Meter products and services to a range of clients. Recently, Colin has worked with esteemed organizations such as Columbia, SC, American Water, Miami Beach, FL, and Liberty Water-NY to deploy Badger Meter products and services to great success. In addition to his work with Badger Meter offerings, Colin has extensive experience in implementing private network solutions for IoT security, as well as onboarding and managing Smart Building and Smart Grid IoT resale customers.

Jack Morrison, PMP
Manager, Turnkey Operations

Cell: 407-701-8209
jmorrison@badgermeter.com

Summary of Qualifications

As the Manager of Turnkey Operations (TK-Ops), Jack oversees all projects to make sure they are being implemented on time and on budget. Jack brings years of project management experience from a diverse set of industries to Badger Meter. His experience crosses the sectors of live events and performing arts, construction litigation, aircraft maintenance/MRO, electrical construction, and themed experiences. Jack has a demonstrated history of delivering time-critical projects, building lasting customer relationships, and meeting time and cost objectives. His broad array of experience and exceptional interpersonal skills make him an integral part of the Badger Meter TK-Ops team.

Education & Associations

University of Wisconsin-Madison - Bachelor of Science (B.S.)., Double Major: English (Creative Writing) and Theatre, 2014-2018
Project Management Institute - Project Management Professional (PMP) Certified, 2022

Accomplishments

In 2018, Jack took over the Southeast region for projects at ETC, and immediately instituted process changes to better integrate stakeholders into projects and open lines of communication. Additionally, he was a lead member of the digital process transformation team at ETC, successfully moving the professional services group to a fully digital process. Furthermore, he has played a part in several funded research projects in conjunction with his alma mater, the University of Wisconsin – Madison, most recently as a member of the Construction Industry Institute's Research Team DCC-02.

Jennifer Rittmann

Project Manager, Turnkey Operations

Office: 414-371-5840
Cell: 414-688-5612
jrittmann@badgermeter.com

Summary of Qualifications

During Jennifer's career at Badger Meter, she has worked in various roles, such as a Technical Support Representative and Interface Analyst. Currently, Jennifer is a Project Manager in the Turnkey Operations (TK-Ops) group and is part of a dynamic team of project management professionals who oversee the planning, implementation, and deployment of AMR/AMI solutions for utilities. With her professional experience and educational background in IT, Jennifer provides expert insight and knowledge regarding software integration customer information systems, such as billing vendors.

Education & Certifications

University of Wisconsin-Platteville, *Bachelor of Science in Computer Science*
Six Sigma Green Belt

Professional Experience

Prior to joining Badger Meter in 2010, Jennifer worked for Honeywell HomMed both as a Technical Support Specialist and as an Application Engineer. Her responsibilities included providing support and troubleshooting to customers regarding HomMed's suite of products. In addition, Jennifer monitored and provided maintenance on an SQL-hosted environment; administered and designed a CRM platform; and worked with a product quality council to assist in resolving and preventing product issues.

Jennifer also has experience providing technical support at the University of Wisconsin-Platteville. From 1999 to 2003, she assisted with computer software and hardware rebuilds, Access Database designing, People Soft training, and Novell networking in a Microsoft Windows environment

Jessica O'Malley
Director, Turnkey Operations

Cell: 414-510-5209
jomalley@badgermeter.com

Summary of Qualifications

As Badger Meter's Director of Turnkey Operations (TK-Ops), Jessica O'Malley is responsible for setting the strategic direction of the TK-Ops team, as well as overseeing Badger Meter's Turnkey projects and Project Managers. In addition, Jessica employs technical troubleshooting and creative problem-solving skills she developed during her time as a customer-facing Project Manager in the construction field. Her astute leadership skills have been honed over years of roles in Customer Service, Project Management, Inside Sales and Estimating/Proposals. Passionate about leadership and customer satisfaction, Jessica views all projects – internal or external – as an opportunity to support Badger Meter customers.

Education & Certifications

University of Wisconsin-Milwaukee - Bachelors, Double Major: English Literature and French, 2011, Summa Cum Laude
Marquette University – Executive Master of Business Administration, 2021
Morrine Park Technical College - Lean Six Sigma Green Belt Certification, 2013
Cornell University - Women in Leadership Certification, 2019

Accomplishments

Professionally proficient in French, Jessica leveraged her distinct language skills while working with McDonald's of Canada to support installation projects throughout Quebec. Not only is Jessica a certified Lean Six Sigma Green Belt but also holds a certification pertaining to Women in Leadership Roles from Cornell University. Jessica graduated with an Executive MBA from Marquette University in 2021. This degree, in conjunction with many years of professional experience, enhanced her appreciation for the "triple threat": leadership through customer satisfaction, strong metrics and process standardization.

Joe Lucia

Manager – Technical Sales & Support

Cell: 727-249-3125
jlucia@badgermeter.com

Summary of Qualifications

Joe oversees and manages the Field Sales Support Specialists while leading the charge in making sure our customers have the upmost knowledge and support on Badger Meter products and services. Joe manages the delivery of post-sales support to ensure the efficient use of resources to provide quick resolution of issues or hurdles and to ensure a high level of customer satisfaction. Additionally, Joes manages the daily operations of personnel providing necessary technical training and assistance, system pre-installation planning with the customer, meter and endpoint installations and any other special sales support projects or activities as required. Prior to being the Manager of Technical Sales and Support, Joe Lucia assisted utility customers in Florida as a Field Sales Support Specialist. In this role, Joe interfaced across multiple departments at Badger Meter, including sales, support services, and technical support, in order to provide customers with not only innovative products and technology from Badger Meter but also a quality customer experience throughout the lifecycle of each project.

Education & Associations

University of Illinois, *Bachelor of Science in Economics*

Professional Experience

Before joining Badger Meter in 2018, Joe was an Implementation Consultant for ADP, where he managed multiple system configurations and interfaces for customers. In addition to his career at ADP, Joe also worked for the companies FormFast and Health Central Hospital as a Project Manager and Systems analyst, respectively. He spent many years of his professional career at McKesson Corporation, working in various roles throughout the company, including sales and engineering. From 2006 to 2013 at McKesson, Joe served as the Senior Implementation Engineer and was responsible for software and contracts management. Because of his professional experience, he has wide-ranging knowledge in technology protocols, operating systems and software, and hardware configurations.

Joe DeVito

Senior Utility Solution Manager – National Strategic Accounts

Cell: 843-271-2684
JDeVito@badgermeter.com

Summary of Qualifications

As a Senior Manager of Utility Solutions at Badger Meter, Joe plays a critical role in forging strategic partnerships with utilities and municipalities throughout the Southeast. In this capacity, Joe is responsible for educating and advising customers on the implementation of major AMR/AMI projects, including Water Quality and Smart City deployments. With nearly 40 years of experience in the water industry, ranging from his beginnings as a plumber to his numerous leadership roles within utilities and contributions to industry-wide associations, Joe brings a wealth of knowledge and expertise to his position. He is highly skilled in account and operations management, as well as overseeing water and wastewater distribution systems. Joe's in-depth knowledge and experience make him an integral part of the Badger Meter sales team and a valuable asset to utility customers. His ability to forge strong partnerships and provide expert guidance has helped to drive the success of our utility solutions division and has enabled our customers to achieve their goals and objectives.

Education, Associations & Certifications

Technical College of Lowcountry
American Water Works Association (AWWA) of South Carolina
Water Environmental Association of South Carolina
South Carolina A Wastewater Collection License
South Carolina A Water Distribution License

Professional Experience

Prior to joining Badger Meter in 2019, Joe held several leadership roles within the water industry. He worked as an account manager for Lucity, Inc., a provider of enterprise asset management software, where he was responsible for cultivating customer relationships, performing product demonstrations, and attending industry events. From 1999 to 2017, Joe served as the Director of Field Operations for Beaufort Jasper Water and Sewer Authority (BJWSA). In this role, he was responsible for the daily management and oversight of operations of BJWSA's water and wastewater delivery and collection systems. Prior to the merger of the City of Beaufort with BJWSA, Joe served as the Water and Sewer Superintendent beginning in 1988.

Mark Mc Millen

Senior Manager – Utility Solutions – National Strategic Accounts

Cell: 910-279-6286
mmcmillen@badgermeter.com

Summary of Qualifications

In November 2017, Mark McMillen joined Badger Meter as a Senior Manager of Utility Solutions for National Strategic Accounts. Prior to joining our team, Mark served as the Vice President of Sales for Carolina Meter and Supply, a distributor of Badger Meter products. In this role, Mark was responsible for the outside operations at Carolina Meter, as well as maintaining account responsibility for several medium to large utilities within the territory. At Badger Meter, Mark brings a wealth of technical expertise and consultation to his role, assisting utilities and consulting engineers in the selection of proper meters and Automated Metering Infrastructure (AMI) solutions. His solutions enable utilities to optimize revenue, enhance meter reading accuracy, increase productivity, and expand customer service capabilities. Mark's extensive experience in the water industry and his deep understanding of the challenges and opportunities facing his customers make him an invaluable asset to our team. His commitment to providing exceptional service and developing customized solutions has helped to drive the success of our utility solutions division and has enabled our customers to achieve their goals and objectives.

Education & Associations

University of South Carolina-Columbia, Bachelor of Arts in Business Administration
American Water Works Association (South Carolina, North Carolina, and Virginia chapters)

Professional Experience

Mark's extensive knowledge of the water utility industry was gained through his tenure as Vice President of Sales at Carolina Meter and Supply from 1999 to 2017. During this time, he successfully managed several large utility accounts, including Greenville Water, Beaufort Jasper Water and Sewer Authority, Spartanburg Water, and Cape Fear Public Utility Authority. These accounts involved both AMR and AMI deployments of Badger Meter products, including ORION and BEACON. When Carolina Meter and Supply was acquired by Badger Meter in 2017, Mark brought his wealth of experience in the water utility industry to our sales team. He believes in a results-driven approach to delivering profitable, accurate, and productive solutions to his utility customers. Mark has played a key role in several recent and ongoing AMI project awards, including Columbia SC (completed 10/22), Miami Beach (FL), Chesterfield County (VA), JEA (FL), Pinellas County (FL), Fayette County (GA), Orlando Utilities Commission (FL), and Robeson County (NC).

Morrice D. Blackwell

Senior Manager – Utility Solutions – National Strategic Accounts

Office: 414-371-5820
Cell: 414-719-5533
mblackwell@badgermeter.com

Summary of Qualifications

Morrice Blackwell joined Badger Meter in 1994 and has worked throughout Badger Meter in a variety of roles: Production Manager; Senior Manufacturing Engineer; Customer Solutions Manager; Application Engineering Manager; Marketing Manager of Network Products; Manager of Utility Product Marketing; Marketing Manager of Network AMI Solutions; and New Product Sales and Market Development Manager. In 2017, Morrice was promoted to his current position of Senior Manager - Utility Solutions for National Strategic Accounts. As a recognized industry expert in water technology products with over 25 years of experience in the areas of engineering, marketing, and sales. Morrice has also taken his talents to YouTube with "The Smart Water Show", where he provides insights on a variety of topics covering the water utility industry.

Professional Experience

Morrice began his professional career in the early 1990s as a Manufacturing Engineer at Briggs & Stratton Corp. Since joining Badger Meter in 1994, Morrice has worked in various departments, such as engineering, marketing, and sales, where he has developed an expansive knowledge of the utility industry. In 2017 he was promoted to Senior Utility Solution Manager for National Strategic Accounts. In this critical role, Morrice serves as the prime consultant with national water utility accounts in developing and implementing the right metering and technology solutions. Morrice's commitment to the water utility industry extends to his membership to the American Water Works Association.

Accomplishments

Washington Sanitation and Sewer Commission, Washington DC project: $750,000 supply and install contract with Badger Meter serving as the project coordinator. Full project management services and training provided through the department of Application Services and Customer Support at Badger Meter.

Albany, New York project: $5,000,000 supply and install contract with Badger Meter serving as prime contractor. Full project management services provided through the department of Application Services and Customer Support at Badger Meter.

Patrick Williamson, PMP
Solution Architect

Cell: 407-627-9059
pwilliamson@badgermeter.com

Summary of Qualifications

Patrick has been serving as a Solution Architect for Badger Meter since 2018. He works closely with cities, water utilities, and local stakeholders to raise awareness of Badger Meter product lines, develops customized Automated Meter Reading/Automated Meter Infrastructure (AMR/AMI) solutions, and builds strong, long-lasting partnerships with customers within his territory. Before joining Badger Meter, Patrick held leadership positions in various industries, including IT, healthcare, real estate, and aviation. Throughout his diverse professional career, Patrick has honed his skills in technology integration, system design, project management, and software development. In addition to his technical expertise, Patrick is committed to delivering high-quality service and providing practical and profitable solutions to his customers.

Education & Associations

University of Central Florida, *Bachelor of Science in Management of Information Systems*
University of Central Florida, *Master of Business Administration*
Project Management Institute Member – Central Florida Chapter
Project Management Professional (PMP®)
American Water Works Association – Council Member, FSAWWA MAC council

Professional Experience

Patrick held several leadership positions in various industries before joining the Badger Meter team in 2018. From 2013 to 2018, he served as the Vice President of Development & Operations at My Florida Regional MLS, the most extensive real estate multiple listing service in Florida. In this role, Patrick spearheaded numerous projects, including the development of a new corporate website and the release of an updated consumer web portal. Before joining My Florida Regional MLS, Patrick worked as the Vice President of IOD Incorporation, a leading provider of document solutions to the healthcare industry. He also served as the Director of Operations for Air Transport IT Services, Inc., where he delivered IT solutions to airlines and airports globally.

Ron Lilley

East Region - Sales Manager

Cell: 336-971-9601
rlilley@badgermeter.com

Summary of Qualifications

As East Region – Sales Manager, Ron Lilley leads a sales team which promotes the product and service offerings of Badger Meter to water utilities and municipalities from New England to Florida. Over the course of more than 35 years in the water and wastewater industry, Ron has developed experience in project management, operations, consulting, business development, and sales. In addition, Ron has developed, and managed residuals reuse programs for industrial and municipal treatment facilities. Furthermore, Ron has consulted on system designs and operations for water distribution systems and wastewater plants. Ron received dual bachelor's degrees from North Carolina State University in Raleigh, North Carolina.

Education & Associations

North Carolina State University, *Bachelor of Science, Agronomy*
North Carolina State University, *Bachelor of Science, Conservation of Natural Resources*
North Carolina Section, American Water Works Association
North Carolina Rural Water Association
Virginia Rural Water Association

Professional Experience

Ron has maintained account responsibilities in North Carolina and Virginia for the past decade. He is responsible for maintaining client relations in his territory and developing new business. He has been successful in developing metering solutions utilizing the full catalog of Badger Meter products and reading technologies. Most notably, Ron has helped develop BEACON ORION Cellular solutions for Salisbury-Rowan Utilities, Salisbury, NC; Augusta County Service Authority, Verona, VA; Lynchburg, VA and Pittsylvania County Service Authority, near Danville, VA; along with 20 more accounts now utilizing BEACON Cellular Solution.

Shauna Griffin

Senior Director – Sales

Office: 414-371-6524
Cell: 414-202-5803
sgriffin@badgermeter.com

Summary of Qualifications

Shauna Griffin is a seasoned sales and management professional with over 20 years of experience in the utility and telecommunications industries. As Senior Director of Sales for Badger Meter, Shauna brings a wealth of expertise and strategic insight to our team. Since joining Badger Meter in 2010, Shauna has developed an in-depth knowledge of flow measurement products, Automated Meter Reading, Advanced Metering Infrastructure, SaaS, and Naas products. She is also an active member of the New York section of the American Water Works Association. With her diversified sales and service portfolio, Shauna plays an essential role in crafting customized and localized metering solutions for our utility customers. Her leadership and strategic approach have helped to drive the success of our sales team, and her commitment to delivering exceptional service has enabled our customers to achieve their goals and objectives.

Education & Associations

Niagara University-Buffalo, New York, *Master of Science in Business Administration*
State University of New York at Buffalo, *Bachelor of Science in Business Administration*
American Water Works Association-New York Section
MAC Committee Chairwoman, 2014-2017
Young Professionals Committee Member

Accomplishments

Shauna has played a pivotal role in advancing the growth and market share of Badger Meter products and services, successfully working with several key accounts. She has recently worked with Columbia, SC; American Water; Miami Beach, FL, Cal Water, CA, Beaufort Jasper Water and Sewer; City of Albany, NY; Liberty Water-NY; Charlotte Water; and City of Chicago, IL on the successful deployment of Badger Meter products and services. With her extensive experience in the utility and telecommunications industries and her deep understanding of flow measurement products, Automated Meter Reading, Advanced Metering Infrastructure, SaaS, and Naas products, Shauna has provided invaluable support to our utility customers.

Bradley Pace

Field Sales Support Specialist

Office: 414-371-9682
Cell: 720-296-3025
bpace@badgermeter.com

Summary of Qualifications

Bradley Pace brings a wealth of experience in customer service and sales support to his role as a Field Sales Support Specialist at Badger Meter. With a strong foundation in customer relations, Bradley has demonstrated his ability to ensure utmost satisfaction in various capacities. As the Director of Dining Services at Windsor in Celebration, FL, he managed multiple dining facilities, collaborating with department heads to maximize operational efficiency and profits. Bradley's leadership was evident as he oversaw the hiring, training, and scheduling of over 50 employees, ensuring they were well-equipped to deliver exemplary customer service.

Education & Associations

Hartwick College, Oneonta, NY - Bachelor of Arts in Business Management
Disney Institute – Quality Service - 2000, Employee Engagement - 2021, Leadership Excellence – 2021
NHC - National Hurricane Center Volunteer
FEPA - Florida Emergency Preparedness Association Volunteer

Professional Experience

In his previous roles in business management and sales, Bradley demonstrated exceptional leadership and strategic acumen. As President of Pace Capital Management, LLC, he built a multimillion-dollar Private Wealth Management Firm from the ground up, managing client assets with discretion and achieving significant growth. His tenure as National Sales Manager at TD Waterhouse, Inc. showcased his ability to recruit, train, and manage sales teams across multiple states, resulting in substantial revenue growth and landmark deals such as the $14M naming rights agreement for the Orlando Magic's TD Waterhouse Centre.

Matthew Schuette
Manager, Technical Support

Cell: 414-371-6188
mschuette@badgermeter.com

Summary of Qualifications

Matthew Schuette boasts over a decade of expertise in customer service and technical leadership, serving as the Manager of Technical Support at Badger Meter. In this pivotal role, Matthew manages a dedicated team focused on delivering exceptional support services. His tenure at Badger Meter spans over five years, during which he has played a crucial role in optimizing technical support operations. Matthew's strategic leadership ensures that customer queries are addressed promptly and accurately, upholding Badger Meter's reputation for excellence in customer service.

Prior to his tenure at Badger Meter, Matthew showcased his leadership prowess at Motus, LLC (formerly Runzheimer), where he held the position of Customer Care Supervisor for nearly three years. Here, he successfully navigated his team through a corporate acquisition and merger, ensuring seamless transitions and maintaining high levels of customer satisfaction. Matthew's emphasis on fostering a positive work culture led to consistently high employee engagement scores and numerous promotions within his team, attesting to his effective leadership style and commitment to employee development.

Education & Associations

University of Wisconsin-Whitewater, *Bacholer of Fine Arts (BFA), 1997-2003*

Accomplishments

Matthew's career journey also includes valuable experience in sales and customer support at Konica Minolta Business Solutions U.S.A., Inc. As an Account Executive, he managed the sales process for digital printing systems, showcasing his versatility and proficiency in diverse domains of customer service and technical expertise. Matthew's dedication to continuous learning is underscored by his graduation from the PLX Certificate Series at the MRA Institute of Management, where he honed competencies in leadership excellence. With his proven track record of success and commitment to delivering outstanding results, Matthew Schuette continues to drive excellence as the Manager of Technical Support at Badger Meter.

Steven Thompson

Strategic Software Services Manager

Cell: 414-426-9108
sthompson@badgermeter.com

Summary of Qualifications

Steven is tasked with managing his team, resources, and processes that are crucial in the development of new software or the enhancement of existing products at Badger Meter. He maintains close collaboration with business managers and marketing professionals to assess the progress of ongoing projects and identify potential barriers that could impede completion. Moreover, he diligently monitors the quality of our products to ensure alignment with our customers' technical and business requirements. Steven and his team remain steadfast in their commitment to aiding Badger Meter in delivering top-notch products and differentiated software offerings that provide our customers with real-time, actionable insights into their operations, regardless of their location.

Education & Associations

Milwaukee School of Engineering, Bachelor of Science in Industrial Engineering, Minor in Business Management Accomplishments

Professional Experience

Before joining Badger Meter, Steven served as a senior engineering manager at Tom Zosel Associates, Ltd. (TZA), where he managed all project deliverables and led a team of engineers in various engineering disciplines. He acquired extensive experience collaborating with clients and leadership teams to improve and strengthen operations and identify new opportunities with potential customers. Steven has received comprehensive training in diverse software implementation fields and provided daily support to TZA's product support team in resolving challenging troubleshooting issues and identifying the most efficient practices to complete work efficiently and professionally. While at TZA, he successfully implemented labor management solutions in over 40 distribution and manufacturing centers across the United States and Canada.

Rachel Meyer

Contract Manager and Proposal Manager

Cell: 414-554-6676
rmeyer@badgermeter.com

Summary of Qualifications

As the Proposal Manager, Rachel oversees the proposal process from bid inception through submittal and award on all projects. Through her astute leadership and communication, Rachel guides a team of Proposal Leads, Specialists and Writers. Her attention to detail ensures Badger Meter remains compliant with all rules and regulations specific to every proposal. While supervising each project, Rachel successfully collaborates with the Badger Meter Legal Counsel, Field Support Services, and Sales and Marketing departments. Throughout her time at Badger Meter, Rachel has been a vital part of numerous large opportunities – most notably, Miami Dade County, Florida.

Education & Associations

St. Norbert College, Bachelor of Arts – Education, Broadfield Science
Saint Mary's University, Master of Arts – Philanthropy and Development
Chippewa Valley Museum, Vice President of the Board of Directors
Visit Eau Claire, Visit Eau Claire Grants Committee Member

Professional Experience

Rachel began her career as a middle school science teacher, where she taught for three years. In 2018, Rachel transitioned to grant writing, quickly connecting her teaching experience to the situations and skills of a grant writing professional. Rachel has worked on grants with various organizations, including The Étude Group, La Crosse Promise, and the Chippewa Valley Museum. Just before joining Badger Meter in 2022, in her role as a Development Manager at the Chippewa Valley Museum, Rachel increased the number of annual donations by 45 percent and business sponsorships by 49 percent; through the development of unique partnerships with local businesses and the acquisition of over $31,000 in grant funding. Her commitment to her community and extensive leadership and grant writing experience has made Rachel a valuable asset to the Badger Meter team.

BEACON MASTER AGREEMENT

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Badger Meter

BADGER METER
BEACON SAAS MANAGED SOLUTION
MASTER AGREEMENT

This BEACON SAAS MANAGED SOLUTION MASTER AGREEMENT ("**Agreement**") is entered into as of the _____ day of _____, 2024 (the "**Effective Date**") by and between Badger Meter, Inc. , a Wisconsin corporation with offices located at 4545 W. Brown Deer Road, Milwaukee, Wisconsin 53223 ("**Badger Meter**") , and _____, with offices located at _____, and as applicable its officers, directors, members, board members, governing members, trustees, commissioners, elected and appointed officials, employees, agents, consultants and other representatives ("**Customer**").

(1) SERVICE. Badger Meter and its cellular service aggregator and data-hosting service providers ("**Suppliers**") have developed a hosted, on-demand, web-based service website ("**Portal**") accessible to its customers to provide metering and water usage service information, communicated through a cellular network, for its customers ("**Service**"), and documentation to assist customers in using the Portal and the Service ("**Documentation**").

(2) RIGHT TO ACCESS AND USE THE PORTAL AND SERVICE. In consideration of the payment of the Service Fees as set forth in Section (5), Badger Meter grants to Customer, its employees and contractors that Customer approves as users of the Service ("**Authorized User**") and Customer's approved end-user water customers ("**Authorized Consumer**") the right to remotely access and use the Service from the Portal (as currently configured) for Customer's internal business use and for the benefit of its Authorized Consumers in accordance with this Agreement. Any rights and obligations in this Agreement relative to Customer and its Authorized Consumers will only be in effect when Customer affirmatively enables the EyeOnWater Service.

(3) OWNERSHIP OF PORTAL AND SERVICE.

(a) Badger Meter Service. Badger Meter owns all rights, title and interest in the Portal, Service and Documentation, including all associated intellectual property rights. Neither Customer, nor its Authorized Users or Authorized Consumers will obtain any rights, title or interest in the Portal, Service, or Documentation or any associated intellectual property rights, other than the right to access and use the Portal, Service and Documentation, subject to the terms of this Agreement.

(b) Suggestions. If Customer provides Badger Meter any suggested improvements ("**Suggestions**") to the Portal, Service or Documentation, Customer agrees that Badger Meter will own all rights, title and interest in and to the Suggestions, even if Customer has designated the Suggestions as confidential. Badger Meter will be entitled to use the Suggestions without restriction. By entering into this Agreement, Customer irrevocably assigns, conveys and transfers to Badger Meter all right, title and interest in and to the Suggestions and agrees to provide Badger Meter with commercially reasonable assistance to document, perfect and maintain Badger Meter's rights in the Suggestions.

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(4) TERM. The term of this Agreement begins on the Effective Date and continues for a ten (10) year term unless earlier terminated in accordance with Section (16) of the Agreement (the "**Term**").

(5) FEES.

(a) Service Fees. In consideration for the right to access and use the Portal, Service and Documentation, Customer agrees to pay Badger Meter certain fees ("**Service Fees**") to obtain enterprise-wide access to the Portal, Service and Documentation, authorizing all of its Authorized Users and Authorized Consumers to use the Portal and Service and Documentation in accordance with the terms of this Agreement, pursuant to the pricing set forth in **Exhibit 1 - Fees**.

(b) Taxes All prices are exclusive of all sales, use, value added, customs and excise taxes, and any other taxes, duties, fees and charges of any kind imposed by any governmental authority in connection with this Agreement. Buyer shall pay or reimburse Badger Meter on demand for all such taxes, duties, fees and charges but Buyer shall not be responsible for any taxes imposed on, or with respect to, Badger Meter's income.

(c) Updated Schedule of Fees. At least ninety (90) days prior to the expiration date of the Term ("**Anniversary Date**"), Badger Meter will provide Customer with an updated Schedule of Fees for the Service for the upcoming contract term.

(6) RESTRICTIONS ON RIGHT TO USE. Customer agrees that Customer, its Authorized Users and Authorized Consumers will not use or permit or assist another to use the Portal, Service or Documentation in violation of this Agreement and will not:

(a) Sell, license, resell, sublicense, or otherwise permit any third parties other than Authorized Users or Authorized Consumers to access or use the Portal, Service, or Documentation.

(b) Remove patent, copyright, trademark or other intellectual property markings from the Portal, Service or Documentation.

(c) Modify, alter, tamper with, repair or otherwise create derivatives from the Portal, Service or Documentation.

(d) Copy, reverse engineer, disassemble or decompile the Portal, Service or Documentation or apply any other process or procedure to derive the source code from any software included in the Portal or Service.

(e) Use the Portal or Service in a manner that violates any applicable international, federal, state or local laws, rules or regulations.

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(f) Assert or authorize, assist or encourage any third party to assert against Badger Meter, its affiliates, customers, vendors, business partners, Servicers or licensors any intellectual property infringement Claim regarding the Portal, Service or Documentation.

(g) Transmit content or messages that are illegal, fraudulent, threatening, abusive, defamatory, or obscene.

(h) Make any unauthorized connection to Badger Meter's information technology architecture ("**Network**")

(i) Communicate any unsolicited commercial, voice, SMS, or other message.

(j) Upload or transmit any "virus," "worm," or malicious code or access, alter, or interfere with the communications of and/or information about another customer.

(k) Take actions that could cause damage to or adversely affect Badger Meter, the Service, Portal, Suppliers, Network or the property or reputation of Badger Meter or its Suppliers.

Customer and Badger Meter agree to make good faith efforts to minimize abuse or fraudulent use of the Portal and Service, to promptly report to each other any such abuse or fraudulent use of which they become aware, and to fully cooperate in any investigation or prosecution initiated by Badger Meter, its Suppliers or Customer related to abuse or fraudulent use of the Portal and Service.

(7) CUSTOMER SUPPORT. Badger Meter will provide Customer the support services described in **Exhibit 2 - Service Level Agreement**.

(8) CUSTOMER DATA.

(a) Customer Data Defined. Customer, its Authorized Users and Authorized Consumers may provide Badger Meter and its Suppliers certain, customer billing information, personally identifiable information or other content ("**Customer Data**").

(b) Ownership. The Parties agree that the Customer Data is and shall remain the sole and exclusive property of Customer and/or its licensors or Authorized Consumers, including but not limited to any intellectual rights in the Customer Data.

(c) Use of Customer Data by Badger Meter. Customer, its Authorized Users and Authorized Consumers consent to Badger Meter and its Suppliers' right to host, access, store, copy and use the Customer Data as reasonably necessary to provide, maintain, repair and enhance the Portal, Service and Documentation. Badger Meter may disclose certain Customer Data only to provide the Service to Customer, its Authorized Users and Authorized Consumers or to comply with the law or request of a governmental or regulatory body (including subpoenas or court orders as described in Section 9.) .

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(d) Customer Responsibilities. Customer is solely responsible for the development, content, operation and maintenance of the Customer Data, including but not limited to the technical operation of the Customer Data, and ensuring that calls made to the Service from Customer's network are compatible with then-current API's for the Service. Customer is responsible to ensure that Customer, its Authorized Users and Authorized Consumers comply with the Badger Meter Terms of Use Policy, the Badger Meter Privacy Policy or any other policies referenced in this Agreement and the law.

(9) CONFIDENTIALITY.

(a) Confidential Information Defined. For purposes of this Agreement, Confidential Information means all nonpublic information disclosed by one party to the other that is designated as confidential or that given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential, including but not limited to: (a) nonpublic information related to Badger Meter or its affiliates, Suppliers, business partners, technology, customers, business plans, intellectual property, promotional and marketing activities, finances and other business affairs; (b) third party information Badger Meter is obligated to keep confidential; (c) the content and existence of any discussions or negotiations between the parties; (d) Badger Meter's intellectual property used in providing the Portal, Service or Documentation; (e) Customer Data); and (f) Traffic Data, as defined below.

(b) Protection of Confidential Information. To the extent permitted by law, the parties agree to hold the other party's Confidential Information in strict confidence and will not copy, reproduce, give, sell, assign, license, market, transfer or otherwise dispose of the Confidential Information of the other party to any third parties or use the Confidential Information for any purposes whatsoever other than as contemplated by this Agreement. The Parties will take commercially reasonable steps to avoid disclosure, dissemination or unauthorized access to or use of the Confidential Information during the Term and for a period of five (5) years after the end of the Term, except that Confidential Information which is designated as a trade secret which shall continue to be subject to these confidentiality obligations in perpetuity. Customer agrees it will not misrepresent or embellish the relationship between the Parties (including by expressing or implying that Badger Meter supports, sponsors, endorses or contributes to Customer or its business endeavors) or express or imply any relationship or affiliation between Badger Meter and Customer or any other person or entity except as expressly permitted by this Agreement.

(c) Traffic Information. All de-identified data (generally, aggregated system data stripped of PII) generated or collected by Badger Meter through operation of the Portal and Service is referred to as the "**Traffic Data**." All Traffic Data shall be the Confidential Information of and owned exclusively by Badger Meter.

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(d) Third Party Requests for Confidential Information. Neither party may disclose the other party's Confidential Information except to a Supplier subject to the restrictions in this Agreement or an Authorized User or Authorized Consumer except as otherwise required by law. If a party receives a request for access to the other party's Confidential Information from a third party, the receiving party agrees to inform the disclosing party in writing within three (3) business days of receipt of the request unless prohibited by law.

(e) Exclusions from Confidential Information. Confidential Information of a party shall not include information which: (i) is in or becomes part of the public domain through no fault of the receiving party; (ii) the receiving party can prove was known to it prior to its receipt from the disclosing party without reference to the Confidential Information; (iii) is independently developed by the receiving party outside of this Agreement without use of the disclosing party's Confidential Information; or (iv) is obtained by the receiving party from a third party which had no obligation of confidentiality to the disclosing party.

(10) CUSTOMER'S REPRESENTATIONS AND WARRANTIES. Customer represents and warrants to Badger Meter that:

(a) Authority. Customer has the right and authority to enter into this Agreement and to meet its financial and legal obligations under this Agreement.

(b) Ownership. Customer, its licensors or its Authorized Consumers, own all rights, title and interest in and to the Customer Data. Customer has all rights in the Customer Data necessary to grant the rights to Badger Meter contemplated under this Agreement.

(c) Compliance with Badger Meter Policies. None of the Customer Data or the use of the Customer Data, the Portal or Service by Customer, its Authorized Users or its Authorized Consumers will violate Badger Meter's BEACON Terms of Use https://beaconama.net/termsofuse.html or Privacy Policy https://beaconama.net/privacy/privacy.html.

(d) Compliance with the Law. Neither Customer, the Authorized Users nor the Authorized Consumers will access or use the Portal, Service or Documentation in any manner that violates any applicable international, federal, state or local laws and/or regulations, including but not limited to all applicable data protection, intellectual property and privacy laws.

(11) REPRESENTATIONS AND WARRANTIES OF BADGER METER.

(a) Authority. Badger Meter represents and warrants to Customer that it has the right and authority to enter into this Agreement and to perform its obligations under this Agreement.

(b) Service Warranty. Badger Meter represents and warrants to Customer that the Portal and Service will be provided pursuant to **Exhibit 2 – Service Level Agreement**. In providing the

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Portal and Service, Badger Meter will maintain sufficient data storage capacity to satisfy the technical requirements and required storage capacity to host the Portal and Service, in its reasonable discretion. If Customer allows unauthorized users to access the Portal, Service or Documentation, this express limited warranty will immediately become null and void.

(c) **Remedy for Breach of the Express Limited Warranty**. If the Portal, Service or Documentation fail to meet the terms of the express limited warranty set forth in Section 11(b), Customer is required to notify Badger Meter promptly as defined in **Exhibit 2 – Service Level Agreement**. Customer's exclusive remedy for a breach of the express limited warranty is a Service credit to be calculated in accordance with **Exhibit 2 – Service Level Agreement**.

(d) DISCLAIMER OF IMPLIED WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 11(b), BADGER METER MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE PORTAL, SERVICE OR DOCUMENTATION. BADGER METER EXPRESSLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE PORTAL, SERVICE OR DOCUMENTATION, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, INDUSTRY PRACTICE OR USAGE OF TRADE.

BADGER METER EXPRESSLY DISCLAIMS THAT THE PORTAL AND SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND EXPRESSLY DISCLAIMS ANY WARRANTIES AS TO THE RELIABILITY, QUALITY, SECURITY, CONDITION, DESIGN, SUITABILITY, INTER-OPERABILITY, AVAILABILITY, COMPLETENESS OF THE PORTAL OR SERVICE OR THAT ANY DATA, INCLUDING THE CUSTOMER DATA, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

(e) ESSENTIAL TERMS. THE ENFORCEABILITY OF THIS SECTION (11) IS ESSENTIAL TO BADGER METER'S WILLINGNESS TO ENTER INTO THIS AGREEMENT WITH CUSTOMER.

(12) LIMITATION OF LIABILITY

(a) DIRECT DAMAGES. IF ANY PARTY DEFAULTS IN ITS OBLIGATIONS UNDER THIS AGREEMENT, :THE NON-BREACHING PARTY WILL BE ENTITLED TO RECOVER FROM THE BREACHING PARTY ONLY THE ACTUAL AND DIRECT DAMAGES THAT THE NON-BREACHING PARTY MAY INCUR AS A RESULT OF SUCH BREACH.

(b) CAP ON DAMAGES. NEITHER PARTY'S NOR ANY OF ITS RESPECTIVE AFFILIATES ANNUAL LIABILITY UNDER THIS AGREEMENT WILL EXCEED THE LESSER OF (A) THE AMOUNTS THE CUSTOMER ACTUALLY PAYS BADGER METER UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM

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DURING THE 12 MONTHS PRECEDING THE CLAIM, OR (B) US $250,000. NOTHING IN THIS SECTION 12 WILL LIMIT CUSTOMER'S OBLIGATION TO PAY BADGER METER FOR USE OF THE SERVICES PURSUANT TO SECTION 5.

(c) LIMITS ON DAMAGES. EXCEPT FOR PAYMENT OBLIGATIONS ARISING UNDER SECTIONS (13) AND (14) (INDEMNIFICATION), NEITHER PARTY NOR ANY OF ITS RESPECTIVE AFFILIATES, SUPPLIERS OR LICENSORS WILL BE LIABLE TO THE OTHER PARTY, AN AUTHORIZED USER, AUTHORIZED CONSUMER OR ANY THIRD PARTY FOR ANY CLAIMS, DEMANDS, ACTIONS, LOSSES, DAMAGES, FINES, JUDGMENTS SETTLEMENTS, COSTS, EXPENSES, ATTORNEY'S FEES, AND COURT COSTS OR ANY OTHER LIABILITIES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE PORTAL, SERVICE, DOCUMENTATION, OR THE SUBJECT MATTER OF THIS AGREEMENT ("CLAIM").

FURTHER, NEITHER PARTY NOR ANY OF EITHER PARTY'S RESPECTIVE AFFILIATES, SUPPLIERS OR LICENSORS SHALL BE LIABLE TO THE OTHER PARTY, AN AUTHORIZED CONSUMER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST REVENUE OR PROFITS OR DIMINUTION OF VALUE, OR OTHER ECONOMIC ADVERSITY, CLAIMS RESULTING FROM LOSS OF CUSTOMER DATA, OR BREACH OF CONFIDENTIALITY, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

NEITHER BADGER METER NOR ANY OF ITS AFFILIATES, SUPPLIERS OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT OR DAMAGES ARISING IN CONNECTION WITH: (A) CUSTOMER'S INABILITY TO USE THE PORTAL OR SERVICE, INCLUDING AS A RESULT OF ANY: (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICE ; OR (ii) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENT, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE FOR ANY REASON, INCLUDING BUT NOT LIMITED TO AS A RESULT OF A POWER OUTAGE, SYSTEM FAILURE OR OTHER INTERRUPTION; (B) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES; (C) ANY INVESTMENTS, EXPENDITURES OR COMMITMENTS MADE BY CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICE OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF CUSTOMER'S DATA.

(13) CUSTOMER'S INDEMNIFICATION OBLIGATIONS.

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(a) Generally. Customer agrees to defend, indemnify, and hold harmless Badger Meter as well as its parents, subsidiaries, affiliates, officers, employees, agents, licensors, Suppliers, representatives and customers and each of their respective employees, officers, directors, members and representatives (the "**Badger Meter Parties**"), against any and all Claims made against the Badger Meter Parties by any third party arising out of or related to: (i) Customers, Authorized Users or Authorized Consumers access and use of the Portal, Service, or Documentation; (ii) the subject matter of this Agreement ; (iii) violation of applicable law by Customer, its Authorized Users or Authorized Consumers; or (iv) a dispute between Customer and any Authorized User or Authorized Consumer.

(b) Procedure for Indemnification. Upon receipt of a Claim, Badger Meter will provide prompt written notice to Customer of the Claim for which the Badger Meter Parties seek indemnification. Badger Meter's failure to promptly notify Customer will only affect Customer's obligation to indemnify the Badger Meter Parties to the extent such failure causes actual prejudice to Customer's ability to defend the Claim. The notice must include a description of the Claim with reasonable detail of the facts giving rise to the Claim. Upon receipt of notice of a Claim, Customer shall be obligated to assume and control the defense of such Claim at its own expense. The Badger Meter Parties may retain their own counsel to cooperate in defending the Claim, at their own expense. The Badger Meter Parties agree to cooperate with Customer in defending the Claim and in making available to Customer all witnesses, records, materials and information in their possession or control to assist in the defense of the Claim, as is reasonably requested by Customer. Customer may not settle or compromise any Claim or consent to the entry of any judgment unless Badger Meter provides prior written consent and the Badger Meter Parties are given an unconditional written release from Customer with respect to the Claim. In the event Customer fails to defend, indemnify, and hold the Badger Meter Parties harmless, after notice of a request for indemnification, the Badger Meter Parties shall be entitled to assume the defense and seek reimbursement from Customer for all losses with regard to the Claim and all attorneys' fees and litigation costs expended by the Badger Meter Parties in defending the Claim.

(14) BADGER METER'S INDEMNIFICATION OBLIGATIONS.

(a) Generally. Subject to the limitations of liability provisions set forth in Section (12) of this Agreement, Badger Meter agrees to indemnify, defend and hold harmless Customer, and as applicable its officers, directors, members, board members, governing members, trustees, commissioners, elected and appointed officials, employees, agents, consultants and other representatives ("**Customer Parties**") from and against any legal proceedings filed against the Customer Parties by a third party based upon the allegations that the Portal, Service or Documentation infringes or violates a third party's patent, copyright or other intellectual property rights ("**Intellectual Property Dispute**").

(b) Mitigation. If the Portal, Service or Documentation becomes the subject of an Intellectual Property Dispute and is enjoined, Badger Meter will have the right to (i) procure for Customer

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the right to continue using the Portal and Service; (ii) modify the Portal and Service to avoid allegations of infringement, provided the modification does not materially change the functionality of the Portal and Service; (iii) replace the Portal and Service with an equally suitable, functionally equivalent, non-infringing Portal and Service; or (iv) immediately terminate this Agreement and provide Customer with a refund of any unused pre-paid portion of the Service Fees.

(c) Exclusions. Badger Meter assumes no liability for and Customer will not be entitled to receive indemnification from Badger Meter for any Intellectual Property Dispute which results directly and solely from (i) Customer's failure to use the Portal or Service in conformity with the Documentation; (ii) Customer's actions in combining the Service with any third party software, technology, hardware or data; or (iii) Customer's violation of access granted in Section (2).

(d) Procedure for Indemnification. Upon receipt of an Intellectual Property Dispute, Customer will provide prompt written notice to Badger Meter of the Intellectual Property Dispute for which the Customer Parties seek indemnification. Customer's failure to promptly notify Badger Meter will only affect Badger Meter's obligation to indemnify the Customer Parties to the extent such failure causes actual prejudice to Badger Meter's ability to defend the Claim. The notice must include a description of the Intellectual Property Dispute with reasonable detail of the facts giving rise to the Intellectual Property Dispute. Upon receipt of notice of an Intellectual Property Dispute, Badger Meter shall be obligated to assume and control the defense of such Intellectual Property Dispute at its own expense. Customer may retain its own counsel to cooperate in defending the Intellectual Property Dispute, at its own expense. Customer agrees to cooperate with Badger Meter in defending the Intellectual Property Dispute and in making available to Badger Meter all witnesses, records, materials and information in Customer's possession or control to assist in the defense of the Intellectual Property Dispute as is reasonably requested by Badger Meter. Badger Meter may not settle or compromise any Intellectual Property Dispute or consent to the entry of any judgment unless Customer provides prior written consent and the Customer is given an unconditional written release from Badger Meter with respect to the Intellectual Property Dispute. In the event Badger Meter fails to defend, indemnify, and hold the Customer Parties harmless, after notice of a request for indemnification, Customer shall be entitled to assume the defense and seek reimbursement from Badger Meter for all losses with regard to the Intellectual Property Dispute and all attorneys' fees and litigation costs expended by Customer in defending the Intellectual Property Dispute.

(15) TERMINATION.

(a) Termination for Convenience. Customer may terminate this Agreement for any reason by providing Badger Meter written notice of termination at least ninety (90) days in advance of the effective date of such termination. Badger Meter shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of the termination. After receipt of a notice of termination for convenience, Badger Meter will exercise reasonable

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diligence to accomplish the cancellation or diversion of related services and settle all outstanding liabilities associated with the cancellation of such commitments.

(b) Termination for Cause. A party is in default under this Agreement if it materially breaches or materially fails to perform its obligations under this Agreement, which includes any failure to make undisputed payments pursuant to Section (5) ("**Event of Default**").

(c) Opportunity to Cure. Upon the occurrence of an Event of Default, the non-defaulting party shall deliver a written notice describing the Event of Default (the "**Cure Notice**"). If the receiving party has not cured the Event of Default within thirty (30) days after receipt of the Cure Notice, then the non-defaulting party shall have the right to terminate this Agreement, at its option, by delivering to the defaulting party a written notice of termination (the "**Termination Notice**").

(d) Immediate Right to Terminate. Badger Meter shall have the right to immediately terminate this Agreement: (i) in order to protect its Confidential Information, or its Intellectual Property Rights in the Portal or Service; (ii) in order to comply with applicable law (iii) if Customer makes any representation or warranty which is materially untrue as of the Effective Date or at any time during the Term; or (iv) upon an assignment for the benefit of creditors, if Customer suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under any statute relating to insolvency or for the protection of creditor rights or if a party becomes insolvent or technically bankrupt.

(e) Termination. Upon delivery of the Termination Notice to Customer by Badger Meter: (i) Badger Meter may cease providing Services to Customer, its Authorized Users and Authorized Consumers; (ii) Customer, its Authorized Users and Authorized Consumers will have no further right to use the Portal, Service or Documentation, will immediately cease using the Portal, Service and Documentation, and will receive no further Service; (iii) Customer will deliver to Badger Meter any Confidential Information of Badger Meter's in its possession or control, and (iv) Badger Meter may cease gathering data from Customer's endpoints, within a reasonable time, up to one hundred twenty (120) days after termination. Within a reasonable time after termination, at Badger Meter's discretion, Badger Meter will scrub the personally identifiable information from the Customer Data. Customer must immediately return, or at Badger Meter's option, destroy all Documentation provided to Customer by Badger Meter. Customer will remain liable for any Service Fees incurred prior to termination.

(f) Post – Termination Assistance. At either the expiration of the Term without renewal, or upon a default by Customer and subsequent termination, Badger Meter will provide post-termination data retrieval assistance to Customer for an additional fee, which shall be invoiced at the rate of $200/hour, with the number of hours required determined by the amount of data Customer wishes to extract from the Service. Any additional post-termination assistance from Badger Meter is subject to mutual agreement by the parties.

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6.1.b

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

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(g) Reinstatement Fee. If Customer desires to reinstate access to the Portal and Service after termination, a reinstatement fee of $7.50 per endpoint reinstated will apply.

(16) SUSPENSION OF SERVICES.

(a) Nonpayment. Badger Meter may suspend the Service and access to the Portal and shall not be obligated to provide access to the Portal and Service to Customer, its Authorized Users or Authorized Consumers until all outstanding undisputed invoices for the Service have been paid in full, including any fees associated with suspension of the Service.

(b) Network Protection. Customer acknowledges that Badger Meter (and any of its Suppliers) may restrict, or suspend all or a portion of the Service or limit the Service as may be reasonably necessary to prevent or limit suspected fraud or any problem that materially and adversely affects the performance of the Service and/or is likely to do substantial damage to Badger Meter, Badger Meter's customers or Suppliers. Some of these actions may interrupt or prevent legitimate communications and usage. Such situations may arise: (a) if a device deployed on the Service is materially out of compliance with the technical requirements; (b) in case of actual or suspected fraudulent use; or (c) in case of disruptive or damaging operation.

(c) Notification. In the event that Badger Meter or one of its Suppliers restricts, suspends or cancels any portion of the Service or limits the operation of the Service, Badger Meter shall use reasonable efforts to (i) promptly notify Customer in advance; (ii) provide reasonable information regarding its identification of the issue that resulted in the actions taken; and (iii) reinstate Service upon resolution of the issue as soon as practicable and in any case within a reasonable timeframe.

(d) Immediate Suspension. Badger Meter may suspend Customer's or an Authorized Users or Authorized Consumers right to access or use the Service immediately upon notice to Customer if Badger Meter determines:

(i) Use of the Service poses a security risk to the Service, the Network or any third party, adversely impacts the Service, the Network or data of any other Badger Meter customer, or subjects Badger Meter or any third party to liability or fraud.

(ii) Customer or one of its Authorized Users or Authorized Customers is in breach of this Agreement or is delinquent on its payments for more than fifteen (15) days.

(iii) Badger Meter ceases to operate in the ordinary course, has an assignment for the benefit of creditors or similar disposition of its assets or becomes the subject of any bankruptcy, reorganization, liquidation dissolution or similar proceeding.

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(e) Reinstatement. Badger Meter will use commercially reasonable efforts to restore Customer's rights to use and access those portions of the Service or accounts that gave rise to the suspension promptly after Customer has resolved the problem giving rise to the suspension.

(f) Effect of Suspension. If Badger Meter suspends Customer's right to access or use all or any portion of the Service or the Portal:

(i) Customer remains responsible for all Service Fees and undisputed charges incurred through the date of suspension.

(ii) Customer remains responsible for any applicable Service Fees and charges for any Services to which Customer has continued access as well as applicable fees and charges.

(iii) Customer will not be entitled to any service credits under the Service Level Agreement for any period of suspension.

(iv) Badger Meter's right to suspend the Services is in addition to Badger Meter's right to terminate this Agreement.

(17) COMPLIANCE WITH REGULATIONS; DATA PRIVACY. Each party is responsible for complying with industry standards and such applicable laws and regulations, including, but not limited to, the generally accepted practices in the information technology service management industry for providing secure data handling and management, including meeting or exceeding Information Technology Infrastructure Library (ITIL) standards for logical and physical security and all requirements regarding the protection of data in its possession or under its control. A party will not be liable for any failure of the other party to comply with this requirement.

(18) DATA SECURITY AND RECOVERY.

(a) Data Security. In order to protect the Customer Data and prevent unauthorized access to or use of the Customer Data, Portal or Service, Badger Meter has implemented commercially reasonable internal procedures and systems designed to protect the privacy and security according to the requirements set forth in **Exhibit 3 – BEACON SaaS Managed Solution Security Policy** ("**Security Standards**"), consistent with applicable international, federal, state and local laws. The purpose of the security policy is to identify reasonably foreseeable and internal risks to security and unauthorized access to Badger Meter's Network and minimize security risks, including through risk assessment and regular testing. Badger Meter will designate one or more employees to coordinate and be accountable for the security program.

(b) Protection of Customer Data. Badger Meter will implement reasonable and appropriate measures for the Badger Meter Network designed to help Customer secure the Customer Data against accidental or unlawful loss, access or disclosure in accordance with Badger Meter's Security Standards. Badger Meter may modify its Security Standards from time to time but will

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continue to provide at least the same level of security as described in the Security Standards as of the Effective Date. The security and data privacy provisions in this Section contain Badger Meter, and its Suppliers entire obligation regarding the security, privacy and confidentiality of the Customer Data.

(c) Data Storage. Badger Meter will employ commercially reasonable storage (including backup, archive and redundant data storage) and commercially reasonable precautions to prevent the loss of or alteration of Customer Data, but does not guarantee against any such loss or alteration. Badger Meter will not serve as Customer's official record keeper. Customer will maintain source documents of the Confidential Information (such as billing information) hosted by Badger Meter under this Agreement.

(d) Customer Responsibilities. Customer is responsible for properly configuring and using the Service and taking steps to maintain appropriate security, protection and backup of the Customer Data, including but not limited to the use of encryption technology to protect Customer Data from unauthorized access and will perform routine archiving of the Customer Data. Further, Customer is responsible for regularly auditing its Authorized Users, and will enact internal procedures to remove Authorized Users from the Service if their job duties change and access is no longer appropriate, or if an Authorized User separates from Customer.

(e) Data Transmission Risks.

(i) Cellular Transmissions. Badger Meter cellular endpoints conform to the AES256 encryption standards or the latest AES standard in effect. Customer acknowledges that neither Badger Meter nor its Suppliers can guarantee the privacy or security of any cellular transmissions as part of the Service. Customer acknowledges that cellular transmissions are capable of being intercepted by third parties without the knowledge or permission of Badger Meter or its Suppliers. Badger Meter and its Suppliers shall not be liable to Customer, the Authorized Users, the Authorized Consumers or any third party for interception or unauthorized use of any data transmitted through the cellular network, as part of the Service.

(ii) Internet Transmissions. Customer acknowledges that security of transmissions over the Internet cannot be guaranteed. Badger Meter is not responsible for: (i) Customer's access to the Internet; (ii) interception, unauthorized use or interruptions of communications through the Internet; or (iii) changes or losses of data through the Internet, in each case other than to the extent caused solely by Badger Meter. In order to protect Customer Data, Badger Meter may suspend Customer, Customer's Authorized Users or Authorized Consumers access to or use of the Badger Meter Portal or Service via the Internet immediately, without prior notice, pending an investigation of any potential security breach.

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(f) Coverage Availability. The Service is provided using a wireless network. Actual signal availability in the Service Area will depend on the device used to access the Service as well as coverage for the applicable wireless network provided in specific geographic regions. Coverage may be refused, interrupted or limited by environmental factors such as signal strength, buildings, weather, geography, topography, or by factors affecting the Suppliers, such as usage concentration or by facilities changes, modifications, updates, relocations, repairs, maintenance or other similar activities necessary for the proper or improved operation of the Supplier's facilities. Any such factors may result in dropped and blocked connections or slower data speeds. Neither Badger Meter nor any of its Suppliers will be responsible to Customer or any of Customer's Authorized Users or Authorized Consumers for any such lapses in or obstructions to coverage. The Service Area is subject to change from time to time. Should Badger Meter receive notice from its Supplier that such Supplier intends to discontinue its support for the Badger Meter Service in all or part of the Service Area, Badger Meter will provide Customer with as much advance notice as practicable under the circumstances.

(g) Password Protection. Customer, its Authorized Users and Authorized Consumers will be required to select and use certain user names, passwords or codes to access and use the Service and Portal. Customer assumes sole responsibility for the selection, management and use of any codes or passwords as may be permitted or required for the access to and use of the Portal and Service by Customer, its Authorized Users and its Authorized Consumers. Customer agrees to maintain the privacy of usernames and passwords associated with the Badger Meter Portal and Service. Customer shall remain responsible for all activities that occur under Customer's password or Internet account. Customer will immediately notify Badger Meter of any unauthorized use of Customer's password or Internet account or any other breach of security, and ensure that Customer exits from Customer's Internet account at the end of each session. Badger Meter shall not be liable for any damages incurred by Customer or any third party arising from Customer's failure to comply with this Section.

(h) Third Party Access. To the extent that Customer requests that Badger Meter provide any Customer Data to Authorized Users, Authorized Consumers or third parties or any non-U.S. location, Customer represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state or local laws and/or regulations.

(i) Security Breach. If Badger Meter becomes aware of a security breach or that compromises the security, confidentiality or integrity of the Customer Data ("Breach"), Badger Meter will promptly notify Customer in writing and take appropriate actions to resolve the Breach. Badger Meter will reasonably cooperate with Customer to investigate the nature and scope of any Breach. In its initial notification to Customer, Badger Meter will provide Customer with: (i) a description of the Breach; (ii) the estimated impact of the Breach on Customer's Data; (iii) the name and contact information of the person at Badger Meter who will be primarily responsible for resolving the issues for Customer; and (iv) the investigation taken and the suggested corrective action. Badger Meter will provide commercially reasonable cooperation to Customer

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in investigating, assisting with notification of the Breach and taking corrective action as requested by Customer.

(j) Notification of Breach. In the event that applicable law requires notification to individuals of an Breach or if requested by Customer, Badger Meter will take additional mitigation steps for the benefit of Customer, including, but not limited to, providing reasonable assistance with drafting and sending of required notifications.

(19) CHANGES.

(a) Right to Make Changes. Badger Meter may from time to time make changes, without Customer's approval, to the Terms of Use, the Privacy policies, the Portal, Service or Documentation, provided that such changes: (i) do not increase Customer's total costs of accessing and using the Portal and Service during the Term of this Agreement ; (ii) do not require Customer to make any material changes to its systems, software, equipment, policies or procedures ; (iii) do not have a material adverse impact on the functionality, interoperability, performance, reliability, security or resource efficiency of the Portal and Service ; (iv) do not materially reduce the scope of the Portal and Service; and (v) are otherwise consistent with this Agreement. Badger Meter will publicize any changes by a notice given to Customer or by a prominent announcement on the Portal. Any such changes will not take effect until thirty (30) days after posting of notice on the Portal. By continuing to use the Service after the effective date of the modification to a policy, Customer agrees to be bound by the modified policies. It is Customer's responsibility to check the Badger Meter site regularly for modifications to the policies.

(b) Emergency Changes; System Improvement. Notwithstanding the foregoing, Badger Meter and its Suppliers may make temporary changes to the Portal and Service required by an emergency or threat to the security or integrity of the Portal or Service, to respond to Claims, litigation or loss of license rights related to third party intellectual property rights or to comply with the law or requests of a government entity, as well as take actions deemed reasonably necessary to protect or optimize the Service. Some of these actions may interrupt or prevent legitimate communications and usage, including, for example, use of message filtering/blocking software to prevent SPAM or viruses, limitations on throughput, and scheduled maintenance. Badger Meter will provide notice by sending a message to the email address then associated with Customer's account and by posting it on Badger Meter's Portal. Badger Meter will provide Customer with: (i) at least thirty (30) days' advance notice of planned maintenance by Badger Meter; and (ii) as much advance notice as reasonably possible of emergency changes or maintenance by Badger Meter or its Suppliers. Any actions resulting in permanent changes shall only be made in compliance with Section (19) (a).

(20) RIGHT TO SUBCONTRACT. Badger Meter may subcontract the performance of any of its cellular or web-services duties or obligations under this Agreement, and will use commercially

reasonable efforts to subcontract only with subcontractors that have the requisite skills to perform any subcontracted obligations in accordance with the terms of this Agreement.

(21) GENERAL.

(a) Binding Agreement. This Agreement is binding upon and will inure to the benefit of the parties and their respective successors and assigns.

(b) Affiliates. This Agreement covers only the employees and agents of Customer. If Customer wishes to have any entity that directly or indirectly controls, is controlled by or is in common control with Customer to access the Portal and use the Service, Customer's Affiliate must execute a separate agreement with Badger Meter.

(c) Assignment. Either party may assign its rights and obligations under this Agreement with the express written consent of the other party, which consent will not be unreasonably withheld or delayed. Any purported assignment or transfer in violation of this Section will be null and void. Notwithstanding the foregoing, Badger Meter may assign its rights and obligations under this Agreement without the consent of Customer: (i) upon a sale of a majority of its outstanding capital stock to an affiliate or third party; (ii) if it sells all or substantially all of its assets; (iii) in the event of a merger; or (iv) in the event of a similar change of control.

(d) No Waiver. The waiver or failure of either party to exercise any right or remedy provided under this Agreement will not be deemed a waiver of any further right or remedy. All waivers must be in writing to be effective.

(e) Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions of this Agreement will be interpreted to effectuate the intent of the original Agreement. If such construction is not possible, the invalid or unenforceable portion of the Agreement will be severed from this Agreement, and the remainder of the Agreement will remain in full force and effect.

(f) Independent Contractors. The Parties agree that they are independent contractors and that neither party nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.

(g) Savings Clause. The invalidity of any provision of this Agreement shall not affect the validity and binding effect of the remaining provisions.

(h) No Third Party Beneficiaries. Nothing express or implied in this Agreement shall confer any rights, remedies, obligations or liabilities whatsoever to third parties which are not signatories to this Agreement.

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6.1.b

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Packet Pg. 784

(i) Governing Law. To the extent permitted by law, the terms of this Agreement are governed by the laws of the State of Wisconsin, without reference to its conflict of laws principles. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

(j) No Claims Against or Liability of Badger Meter Suppliers. Customer acknowledges that the Service utilizes services that are furnished to Badger Meter and one or more Suppliers pursuant to agreements between Badger Meter and its Suppliers. Neither Customer nor any Authorized Users or Authorized Consumers has a contractual relationship with Badger Meter's Suppliers and neither Customer nor its Authorized Users or Authorized Consumers is a third party beneficiary of or will have any claim against Badger Meter's Suppliers in the event any such agreement expires or is terminated. Customer further acknowledges that the Suppliers disclaim all liability of any nature, whether legal or equitable, to Customer, its Authorized Users or Authorized Consumers, whether direct, indirect, incidental or consequential, arising out of the use of Badger Meter Portal or Service by Customer, its Authorized Users or Authorized Consumers, including any liability for personal injury or death, failure to be able to use the Service or otherwise. Customer agrees that neither it nor any Authorized Users or Authorized Consumers shall have any Claim against the Supplier of any kind with respect thereto, whether arising out of breach of contract, warranty, negligence, and tort or otherwise.

(k) Dispute Resolution.

(i) Initial Resolution Efforts. The parties shall act in good faith and use commercially reasonable efforts to promptly resolve any claim, dispute, controversy or disagreement (each a "**Dispute**") between the parties or any of their respective subsidiaries, affiliates, successors and assigns under or related to this Agreement or any document executed pursuant to this Agreement or any of the transactions contemplated hereby.

(ii) Mediation. If the parties cannot resolve the Dispute within ten (10) days after initial notice of the Dispute, the Dispute shall be submitted for resolution to the Judicial Arbitration and Mediation Services ("**JAMS**"), or its successor ("**Mediation**") in Chicago, Illinois. If the mediator is unable to amicably resolve the Dispute, then the mediator will refer the matter to a JAMS arbitrator to resolve the Dispute. Neither party shall seek, nor shall be entitled to seek, binding outside resolution of the Dispute unless and until the parties have been unable to amicably resolve the dispute as set forth in this Section, and then only in compliance with the procedures set forth in this Section. Except for Disputes relating to issues of (i) proprietary rights, including, but not limited to, intellectual property and confidentiality, and (ii) any provision of this Agreement which expressly or implicitly provides for the parties to reach mutual agreement as to certain terms, any Dispute not resolved by amicable resolution as set forth in this Section shall be governed exclusively and finally by arbitration described below.

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(iii) Arbitration. Either party may initiate arbitration with respect to a Dispute by submitting a written demand at any time following Mediation.

- Arbitration shall be administered by JAMS, or its successor, pursuant to the Comprehensive Arbitration Rules and Procedures.

- Either party may commence arbitration by notifying the other in writing that arbitration is desired and setting forth the topics to be arbitrated. Within thirty (30) days of mailing a notice of arbitration, the party receiving the notice may specify additional topics of arbitration in writing to the other party. Within forty-five (45) days of the mailing of the notice of arbitration, the parties will confirm and attempt to identify an arbitrator associated with JAMS to resolve the Dispute. If the parties cannot agree, JAMS will appoint an arbitrator who is a lawyer familiar with software as a service and information technology support services agreements.

- Except to the extent, if any, that law applicable to the dispute requires that arbitrators retain authority to award punitive damages, the arbitrators shall not have such authority.

- Each party will bear its own costs of the arbitration. The resulting award may be confirmed and reduced to judgment in any court of competent jurisdiction. With respect to any such post-arbitral judicial proceedings, the parties consent to the exercise of personal jurisdiction over them by the state and federal courts sitting in Milwaukee, Wisconsin and waive any objection that they would otherwise have to venue in such courts.

- The duty to arbitrate does not preclude either party from pursuing interlocutory or provisional relief pending arbitration in any court of competent jurisdiction if such relief is necessary in order to preserve the practical ability of the arbitrator to make an effective award or to avoid a genuine and substantial risk of injury that cannot be adequately remedied by an eventual arbitral award. Neither the pursuit of nor the failure to provide any such interlocutory or provisional remedy in court, however, shall relieve either party of the duty to pursue ultimate resolution of the dispute through arbitration as provided for herein.

- The arbitration shall be governed by and construed and interpreted in accordance with the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq.

(22) INJUNCTIVE RELIEF: Notwithstanding the provisions of Section 21, to the extent permitted by law, Badger Meter shall have the right to pursue injunctive, declaratory or other relief by the state

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and federal courts sitting in Milwaukee, Wisconsin and waive any objection that they would otherwise have to venue in such courts.

(23) NOTICES. All notices shall be in writing and delivered to the other party by means of: (a) personal delivery set forth below; (b) courier (signature required upon delivery); (c) recognized overnight courier, at the following address; (d) fax with proof of delivery; or (e) via electronic mail with proof of delivery: Notices sent by email will be effective when sent and notices posted on Badger Meter's Portal will be effective upon posting. All notices must be provided in the English language.

If to Badger Meter:
Legal Department, Attn: Assistant General Counsel
4545 W. Brown Deer Road
Milwaukee, WI 53223

If to Customer:

(24) SURVIVABILITY. Any provision of this Agreement which by its nature should survive termination or expiration of this Agreement shall survive its expiration or termination.

(25) LIMITATION OF CLAIMS. No action arising under or in connection with this Agreement, regardless of the form, may be brought by Customer more than two (2) year after Customer becomes aware of or should reasonably have become aware of the occurrence of events giving rise to the Claim.

(26) FORCE MAJEURE. Neither party shall be liable to the other or any third party by reason of any failure or delay of its obligations under this Agreement where the delay or failure results from any cause beyond its reasonable control, including, but not limited to, acts of God, fires, storms, floods or other acts of nature, explosions, systemic electrical telecommunications or other utility failures, earthquakes, hurricanes, tornados, natural disasters, strikes, shortage of materials, work stoppage or other labor dispute, embargoes, riots, insurrections, acts of war or terrorism, or any action or restraint by court order or public or governmental authority ("**Force Majeure Event**"). The party subject to the Force Majeure Event agrees to use commercially reasonable efforts to minimize the impact of the Force Majeure Event on the other party.

(27) AMENDMENT. This Agreement may only be amended by a written document signed by both parties. Badger Meter will not be bound by and specifically objects to any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by Customer in any receipt, acceptance, confirmation, agreement, purchase order, correspondence or other documentation. If the terms of this Agreement are not consistent with the terms contained in any policy, the terms contained in this Agreement will control, except that the Service Terms will control over this Agreement.

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(28) ENTIRE AGREEMENT. This Agreement, including all applicable Exhibits and policies, constitutes the entire agreement between the parties with regard to its subject matter. This Agreement supersedes all prior or contemporaneous agreements, discussions, negotiations, undertakings, communications, representations or proposals, whether written or oral.

(29) ORIGINALS, COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together will be deemed to constitute one and the same document. This Agreement may be executed and delivered by facsimile signature or portable document format (.pdf) by electronic mail.

IN WITNESS WHEREOF, the authorized representatives of the parties hereby bind the parties to this BEACON SaaS Managed Solution Master Agreement by signing below:

BADGER METER, INC

Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

©2020 Badger Meter, Inc.

Phone: 832-813-6905

Completion Date: October 2021 – November 2022

Number of Products: 32,000 (water meter installations)

City of Irving

Contact Information:

Brad Simpson
333 Valley View Lane
Irving, TX 75061
Phone: 972-721-2788

Completion Date: January 2019 – Present

Number of Products: 20,000 (water meter installations) to date (yearly service contract for 10,000 water meters)

PEDAL VALVE WARRANTY INFORMATION

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

PEDAL VALVES™

• 13625 River Road • Luling, LA • 70070 • www.pedalvalve.com • 1-800-431-3668 • (fax) 985-785-0082 •

Workmanship Warranty

Pedal Valves, Inc. (PVI) will warranty for a period of 2 (two) years from installation date that all installations will be free of defects in workmanship. At the point of a successful and complete meter installation, the installation labor warranty begins.

This warranty is inclusive of the following items:

- Defects in meter gaskets installed by PVI
- Defects in any fittings installed by PVI

This warranty does not include the following items:

- Acts of God such as lightning, flooding, etc.
- Any damage as a result of vandalism
- Broken boxes from vehicles or abuse by customer
- Broken or Missing Lids
- Seasonal damage to any piping (i.e., frozen pipes and/or pipe bursts)
- Cut or pulled wires
- Damaged transmitter antenna
- Any damages outside a 2-foot radius of the meter
- Any meters not exchanged by PVI
- Customer reports of low pressure not received within 1 month of installation

Pinellas Park (PP) shall be first response for any calls. If PP determines the problem lies within PVI's scope of workmanship warranty, they will contact PVI for coordination of repairs.

PVI will respond within 24 hours of notification. A local technician will inspect and make a report. The technician will then get authorization for repairs from PVI.

Once complete, a field report, description of repair/replacement will be provided within 5 working days. A call from the PVI Construction Manager will be made to the designated person within 1 business day of initial PVI technician inspection.

CERTIFICATE OF INSURANCE

PEDAVAL-01 GBUSTILL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 231432
Hub International Gulf South
3861 Ambassador Caffery Parkway
Suite 550
Lafayette, LA 70503

CONTACT NAME: Janie Guidry
PHONE (A/C, No, Ext): (337) 262-7207 FAX (A/C, No):
E-MAIL ADDRESS: janie.guidry@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : Continental Casualty Company	20443
INSURER C : Transportation Insurance Company	20494
INSURER D : Columbia Casualty Company	31127
INSURER E :	
INSURER F :	

INSURED
Pedal Valves, Inc
13625 River Road
Luling, LA 70070

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			7036140723	11/10/2023	11/10/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			7036140673	11/10/2023	11/10/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE			7036140706	11/10/2023	11/10/2024	AGGREGATE	$ 10,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y / N/A			7036140687	11/10/2023	11/10/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Worker's Compensatio			7036140690	11/10/2023	11/10/2024	Per Accident	1,000,000
D	Professional / Poll			7036235296	11/10/2023	11/10/2024	Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Insured Copy

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: PEDAVAL-01 GBUSTILLO

LOC #: 1

ACORD ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY	License # 231432	NAMED INSURED
Hub International Gulf South		Pedal Valves, Inc 13625 River Road Luling, LA 70070
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

POLICY INFORMATION CONTINUED:
CYBER LIABILITY
Policy # C4LPT156541
Carrier: Coalition Insurance Solutions
Effective 11/10/2023 - 11/10/2024
Coverage Limit: $5,000,000

FORMS & ENDORSEMENTS
GENERAL LIABILITY POLICY INCLUDES:
Additional Insured Where Required by Written Contract
Waiver of Subrogation Where Required by Written Contract
Primary & Non-Contributory Where Required by Written Contract
30 Day Notice of Cancellation

AUTO LIABILITY POLICY INCLUDES:
Additional Insured Where Required by Written Contract
Waiver of Subrogation Where Required by Written Contract
Primary & Non-Contributory Where Required by Written Contract
Blanket 60 Day Notice of Cancellation

eXCESS LIABILITY POLICY INCLUDES:
Additional Insured Where Required by Written Contract
Waiver of Subrogation Where Required by Written Contract
Primary & Non-Contributory Where Required by Written Contract
30 Day Notice of Cancellation

WORKERS COMPENSATION POLICIES INCLUDE:
Alternate Employer Where Required by Written Contract
Waiver of Subrogation Where Required by Written Contract
Blanket 60 Day Notice of Cancellation

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NICOR DOCUMENTATION

NICOR REFERENCES

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

NICOR

Nicor, Inc. Selected 2023 References

1. **City of Long Beach, CA**
   Tai Tseng - Assistant General Manager, Operations
   562-570-2472 | Tai.Tseng@lbwater.org
   4 years, 70,000 lids

2. **City of Hayward, CA**
   Daryl Lockhardt - Utility Field Services Manager
   510-881-7932 | Daryl.lockhart@hayward-ca.gov
   6 years, 32,000 lids

3. **Lafayette Utilities System, LA**
   Catherine Coker – Utility Director
   337-291-5724 | ccoker@lus.org
   8 years, 20,000 lids

4. **City of Cedar Park, TX**
   Eric Rauschuber - Director of Utilities
   512-401-5570 | Eric.rauschuber@cedarparktexas.gov
   4 years, 3,000-5,000 lids

5. **City of Euless, TX**
   Jeff Pearson - Engineering
   817-685-1580 | jpearson@eulesstx.gov
   2 years, 2,500 lids

6. **City of Ruston, LA**
   Charlie Stachacz, Jr. - AMI Consultant
   352-638-2219 | charlie@independentutilityconsultant.com
   4 years, 5,000 lids

7. **City of Round Rock, TX**
   Richard Medrano - Utility Services Superintendent
   512-218-564 | rmedrano@roundrocktexas.gov
   5 years, 5,000 lids

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

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8. **Kansas City BPU, KS**
   Ron Roy - AMI Project Manager
   913-573-9624 | rroy@bpu.com
   7 years, 80,000 lids

9. **Denver Water, CO**
   Cindy Hagwood - Supervisor of Meter Reading
   303-628-6828 | Cindy.hagwood@denverwater.org
   12 years 50,000 lids

10. **City of Olathe, KS**
    Tanya Roberts - AMI Project Manager
    913-971-9423 | TanyaRoberts@olatheks.org
    5 years 35,000 lids

11. **DC WASA Washington, DC**
    Sri Appana - Program Manager
    202-612-3543 | Sri.Appana@dcwater.com
    5 Years 25,000 and ordering another 80,000 lids

12. **City of North Miami Beach, FL**
    Karim Rossi - Utilities Engineering Manager
    (305)-948-2980 | Karim.Rossy@citynmb.com
    5 Years 12,000 lids

13. **Scottsdale Water, AZ**
    Rey Ferrolino – Water Resource
    (480) 312-5650 | RFerrolino@Scottsdaleaz.gov
    2 Years 40,000 Lids

14. **Buckeye Water, AZ**
    James Reynolds - Meter Service Supervisor
    623-349-6120| jreynolds@buckeyeaz.gov
    3 Years 20,000

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

NICOR

15. **Savannah Water, GA**
    Andrew Collins - Meter Supervisor
    404-772-2998 | ACollins@Savannahga.Gov
    2 Years, 20,000 lids

16. **Augusta Utilities, GA**
    Michael Bryant – Engineer
    706-834-6179 | MBryant@augustaga.gov
    6 Years, 15,000 lids

17. **Miami Dade County Water and Sewer, FL**
    Juan Pelay – Chief Meter Installation Divison
    786-268-5454| Juan.pelay@miamidade.gov
    7 Years, 20,000 lids

18. **Aiken Utilities, SC**
    Daryl Burckle – Inventory Supervisor
    803-642-7614 |dburckle@cityofaikensc.gov
    2 years, 3,000 lids

19. **Orangeburg DPU, SC**
    Eric Odom – Meter Supervisor
    803-268-4401| eodom@orbgdpu.com
    6 years, 17,000 lids

20. **Madison County Water, AL**
    Vincent Moody – Engineering
    256-783-1547| vmoody@madisoncountyal.gov
    2 years, 7,000 lids

21. **Sarasota County, FL**
    Sean Lacaill – Utilities Manager
    941 -955-2325 | slacaill@scgov.net
    2 years, 8,000 lids

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

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22. **St. Petersburg, FL**
    Eric Lynch – Water Resources
    727-892-5105 | eric.lynch@stpete.org
    2 years, 4,500 lids

23. **TOHO Water, FL**
    Ken Denson – Utilities Manager
    407- 518-2502 | kbenson@tohowater.com
    6 years, 40,000 brackets

24. **ECUA, FL**
    Paul Nobles– Purchasing Manager
    850-476-0480| paul.nobles@ecua.fl.gov
    8 years, 25,000 lids

25. **Blakely, GA**
    Lane Davis – Utility Director
    229- 723-6455| lane.davis@cityofblakely.org
    1 year, 2,400 lids and brackets

WBE CERTIFICATION

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

NICOR INC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Alliance, a WBENC Regional Partner Organization.

Certification Granted: May 26, 2021
Expiration Date: May 31, 2024
WBENC National Certification Number: WBE2101242

April Day

Authorized by April Day, President Women's Business Enterprise Alliance

WBEA

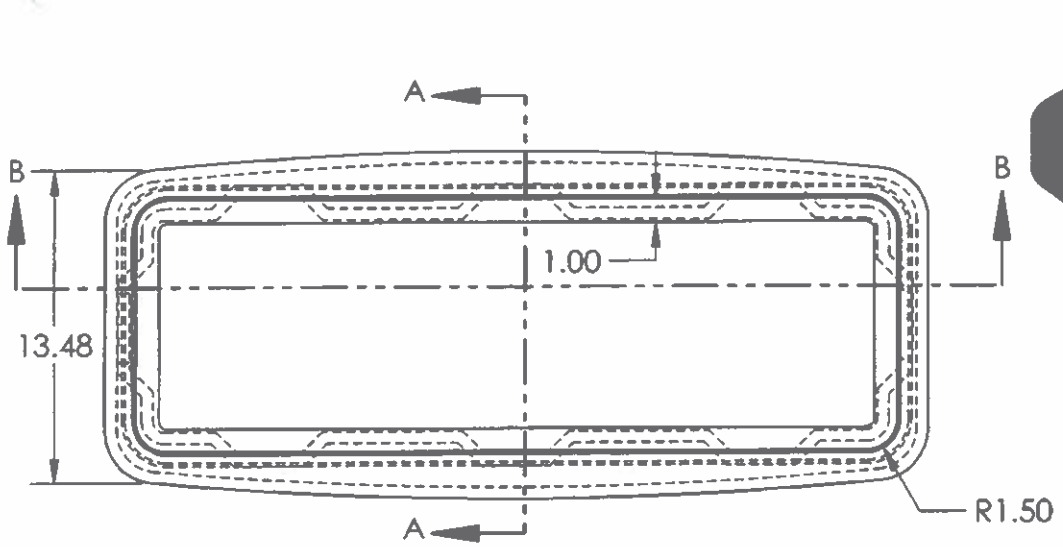
NAICS: 326199, 334514
UNSPSC: 31141501, 31141901

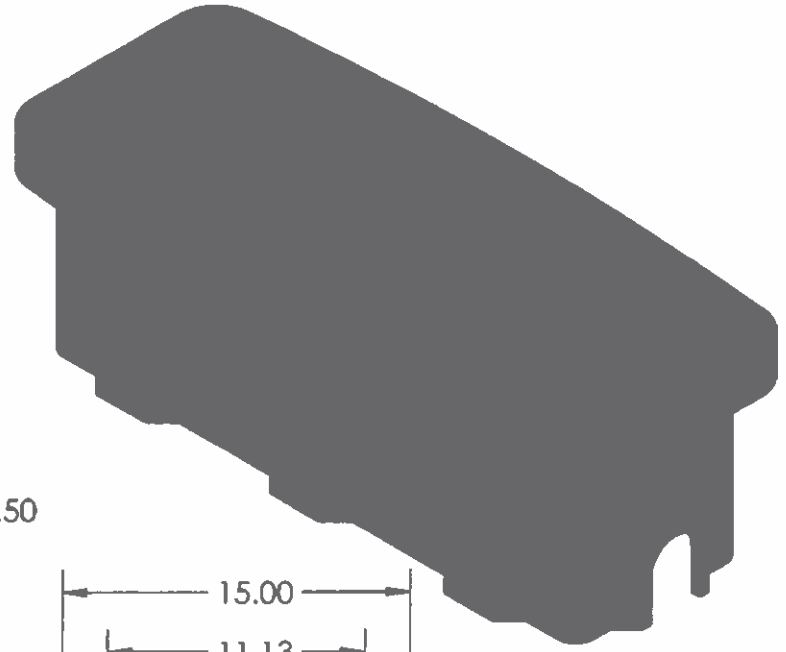
Center for Women & Enterprise · Great Lakes Women's Business Council · Women's Business Council · WBEC Metrony · WBEC South · WBEC East · WBEC Pacific · WBEC West · WBEC Florida

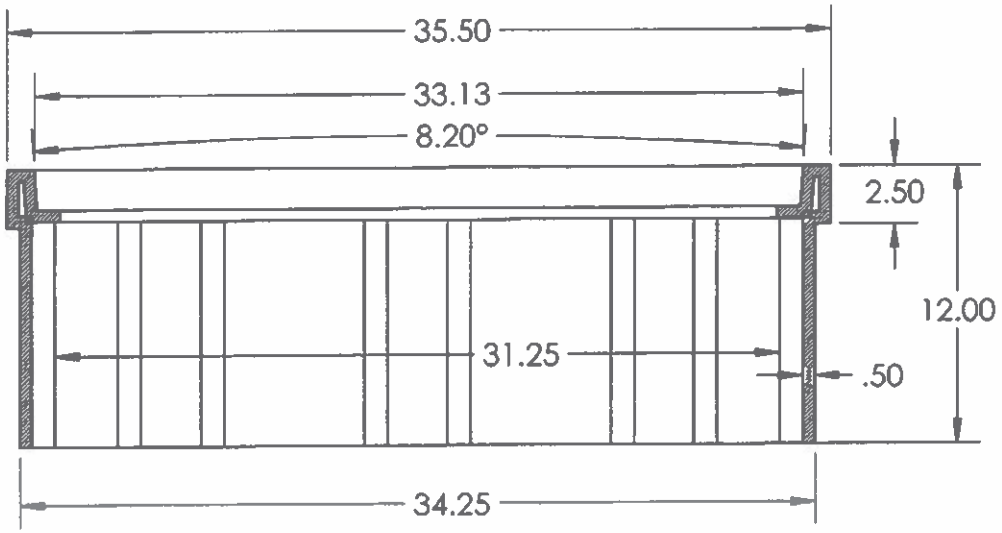
Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

PRODUCT DOCUMENTATION

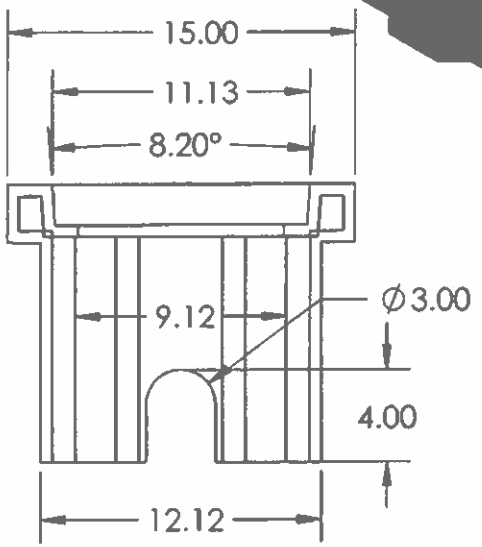
Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's







SECTION B-B



SECTION A-A

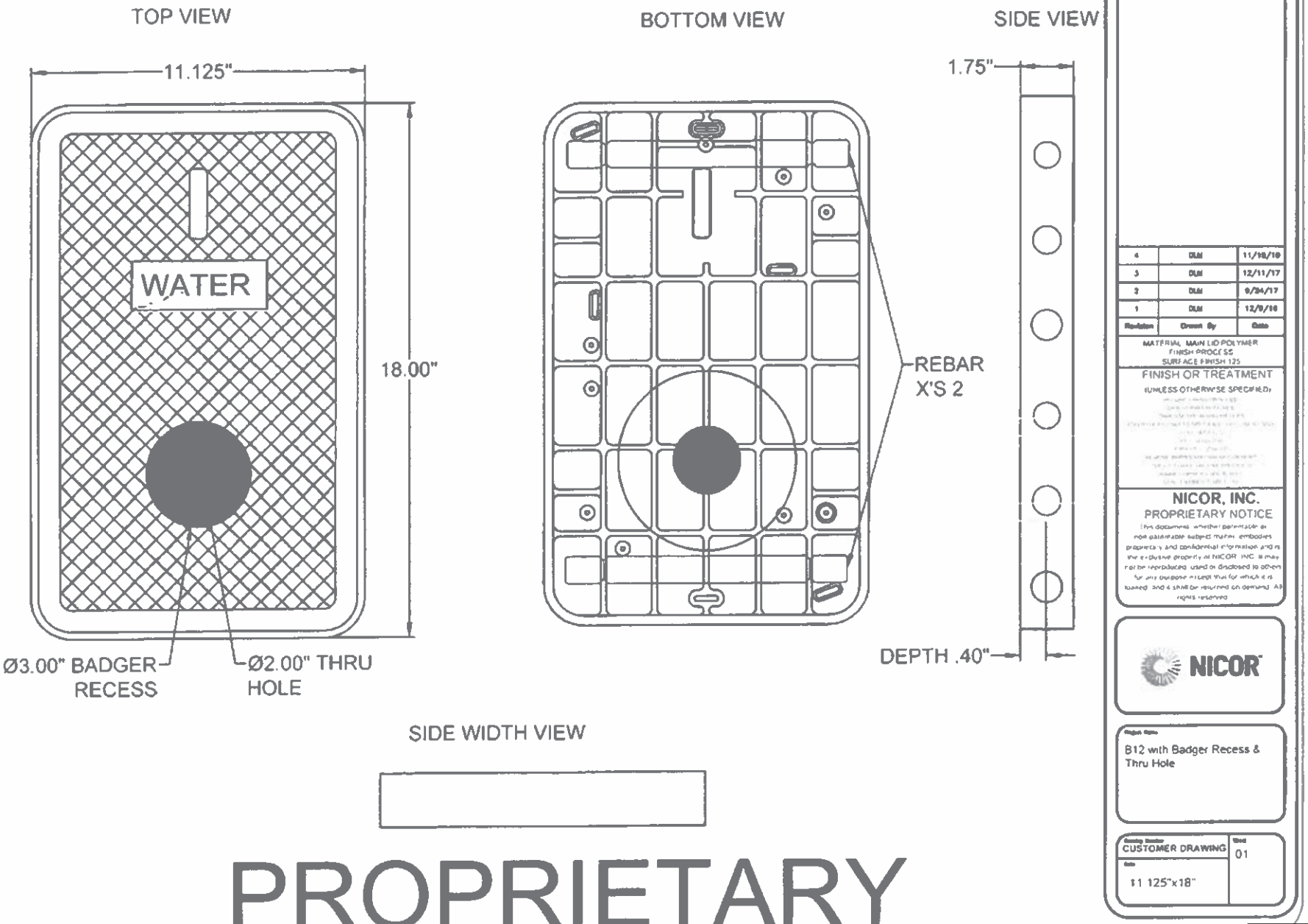
TOLERANCE: +/- 1/8"

REVISION NOTES:
REV1;ADDED RIBS TO BOX

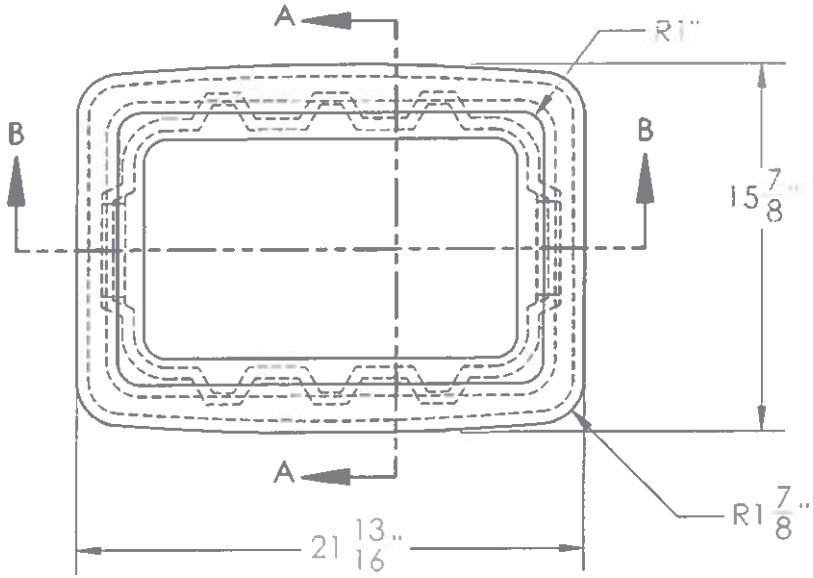
SIGMA™

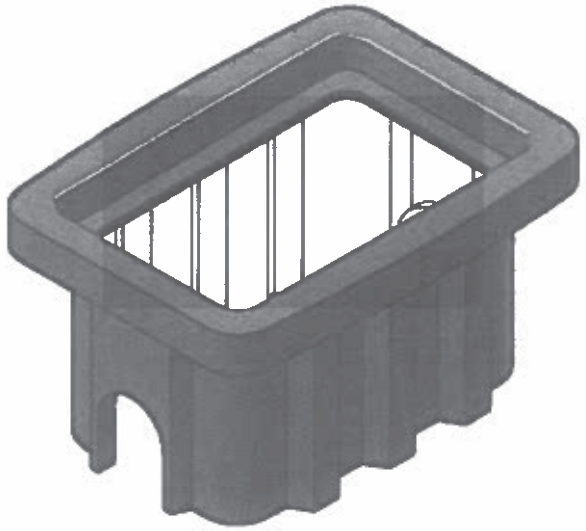
MB113312NSW

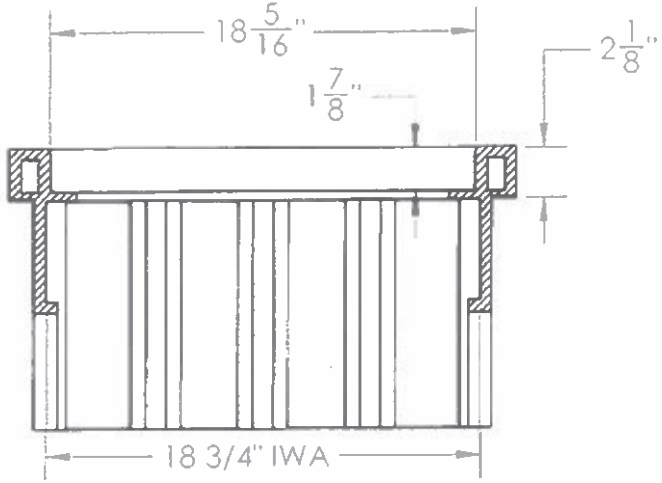
Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's



Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's







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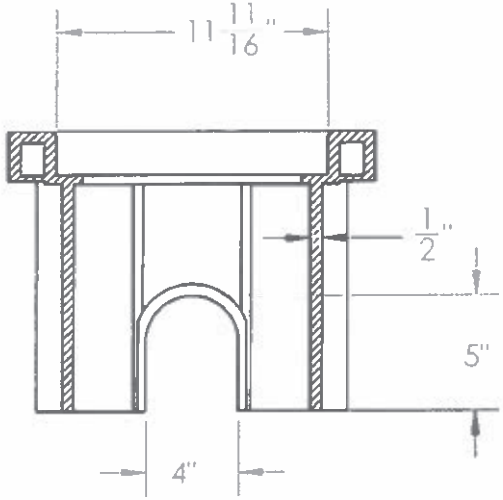
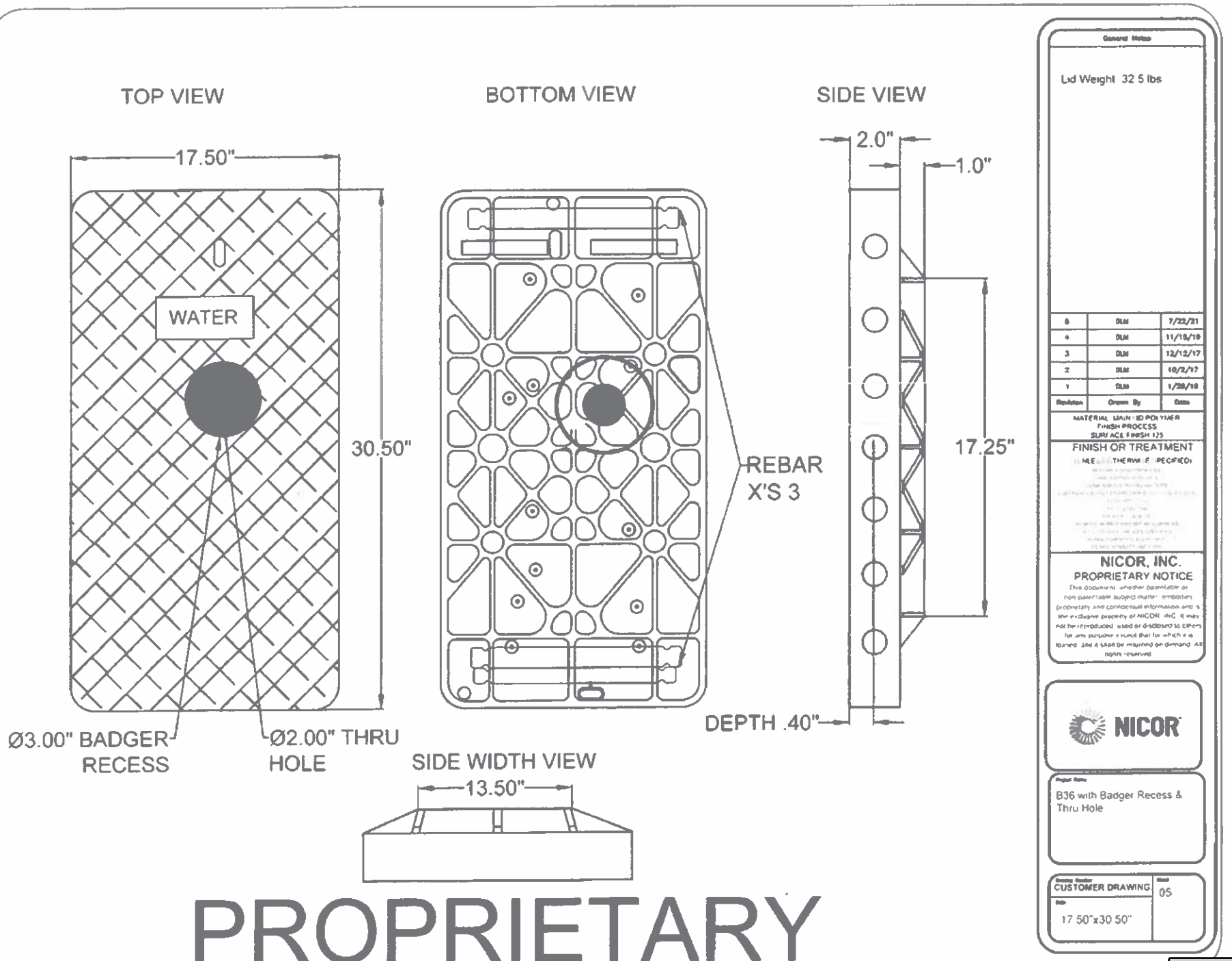


SECTION A-A

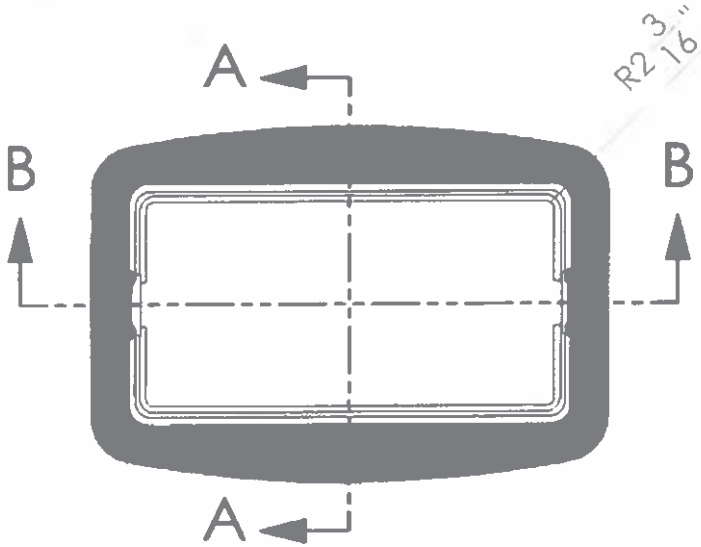
ALL DIMENSIONS ARE IN INCHES
DIMENSIONAL TOLERANCE +/- 1/8"

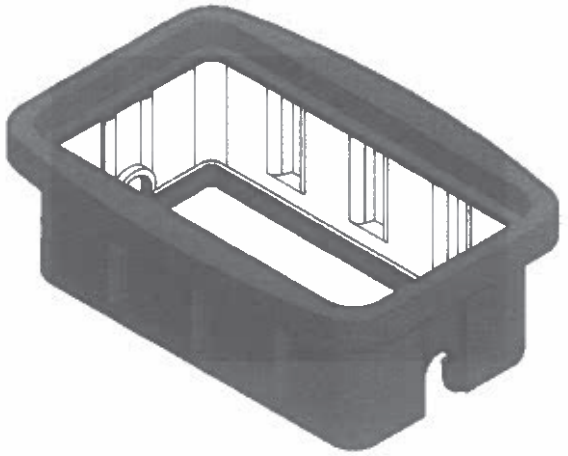
RMB 111812-NSW-W

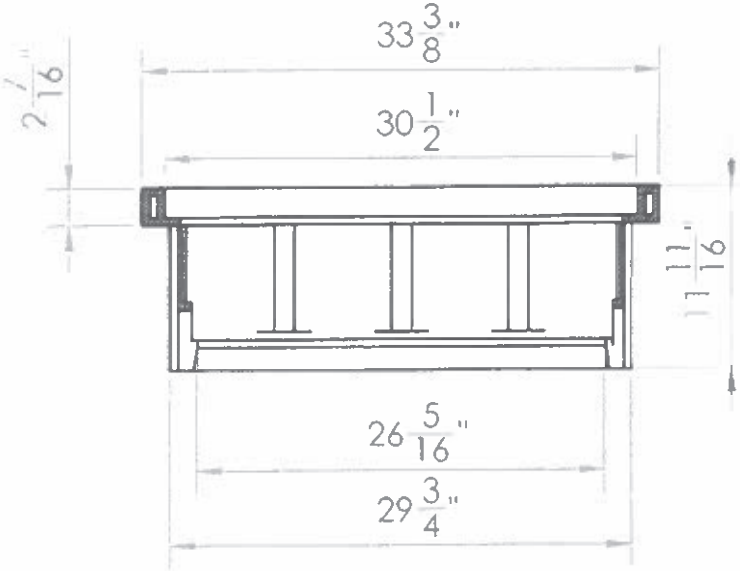
Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's



Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's







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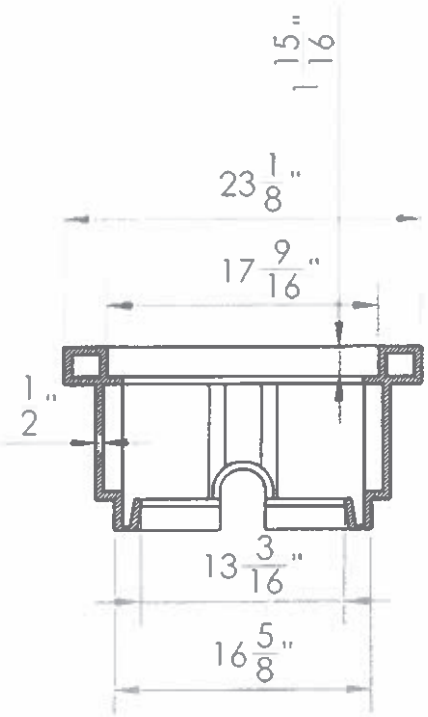
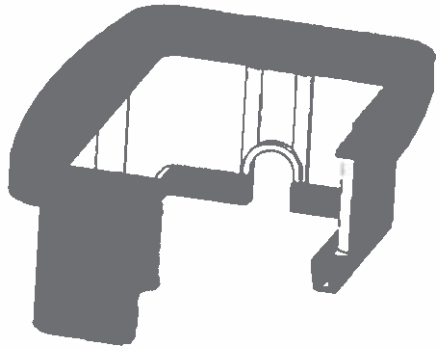


SECTION A-A

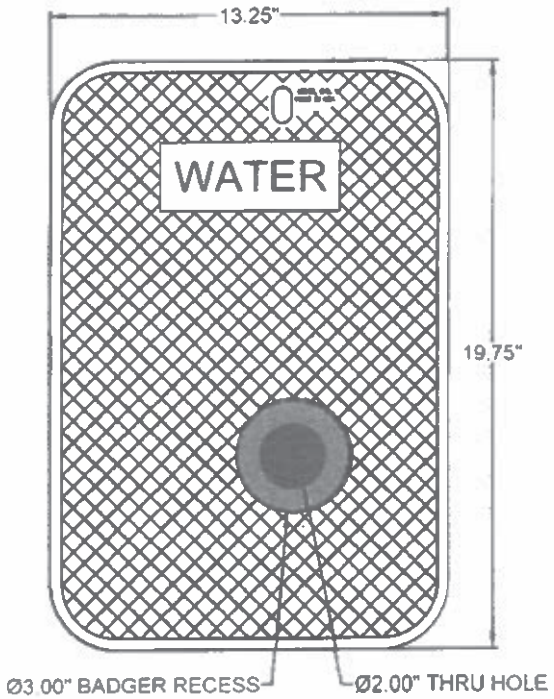


RMB 173012-SW-W

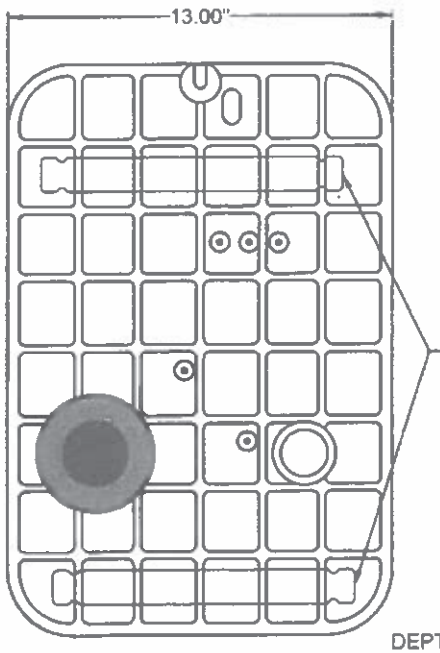
Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

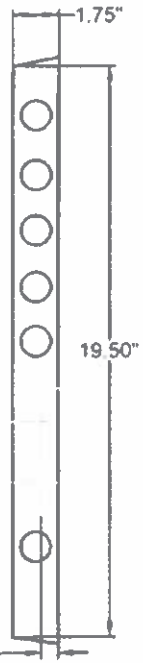
TOP VIEW



BOTTOM VIEW



SIDE VIEW



SIDE WIDTH VIEW

PROPRIETARY

General Notes

Lid Weight: 10.5 lbs

Revision	Drawn By	Date
3	DLM	11/23/20
2	DLM	9/9/20
1	DLM	8/13/20

WOMAN OWNED
&
MADE IN THE USA

MATERIAL MAIN ID POLYMER
FINISH PROCESS
SURFACE FINISH 125

FINISH OR TREATMENT
UNLESS OTHERWISE SPECIFIED

NICOR, INC.

PROPRIETARY NOTICE

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NICOR

B13 13.25X19.75 with Badger Recess & Thru Hole

CUSTOMER DRAWING

13.25X19.75

01

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

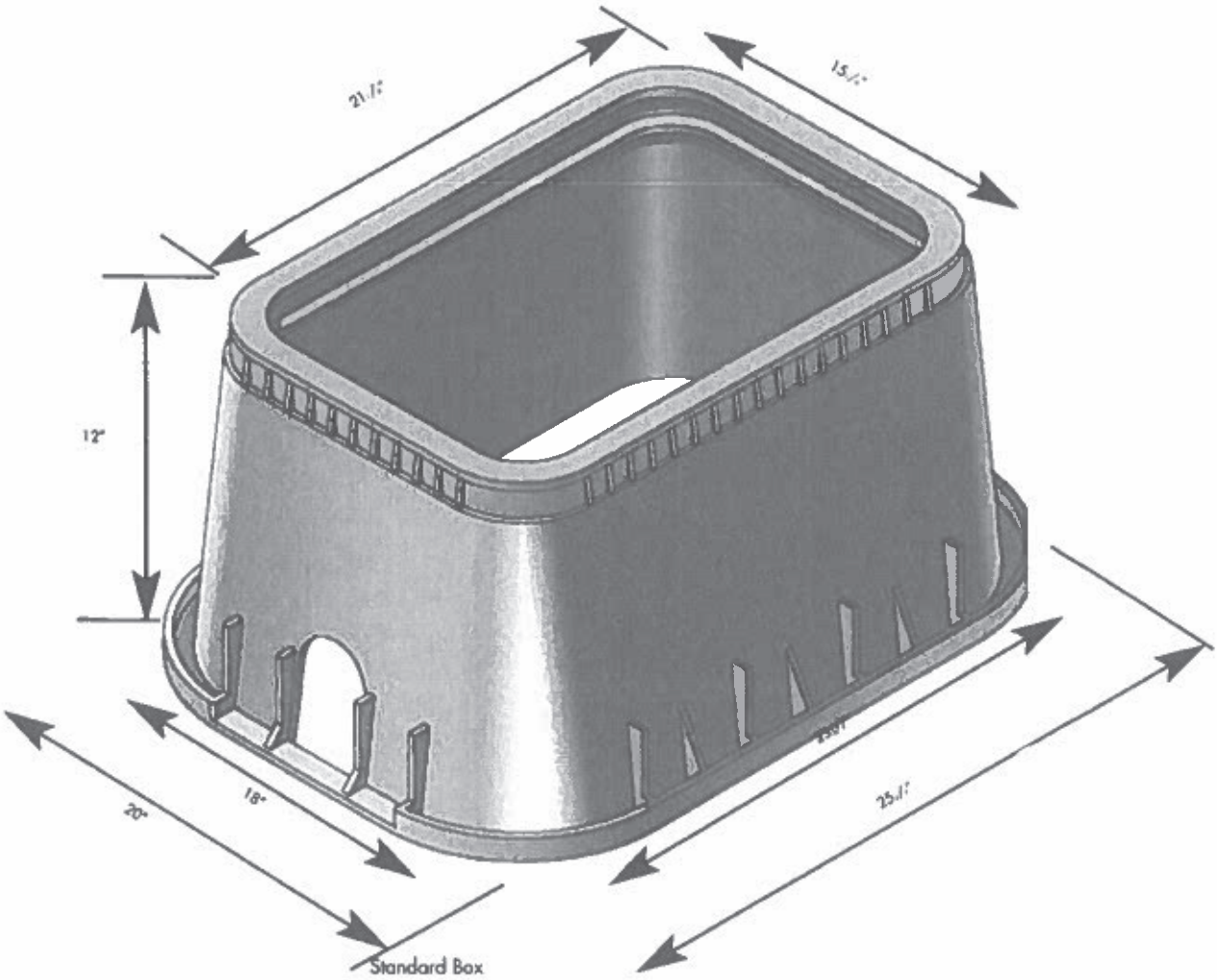
NDS
WE PUT WATER IN ITS PLACE

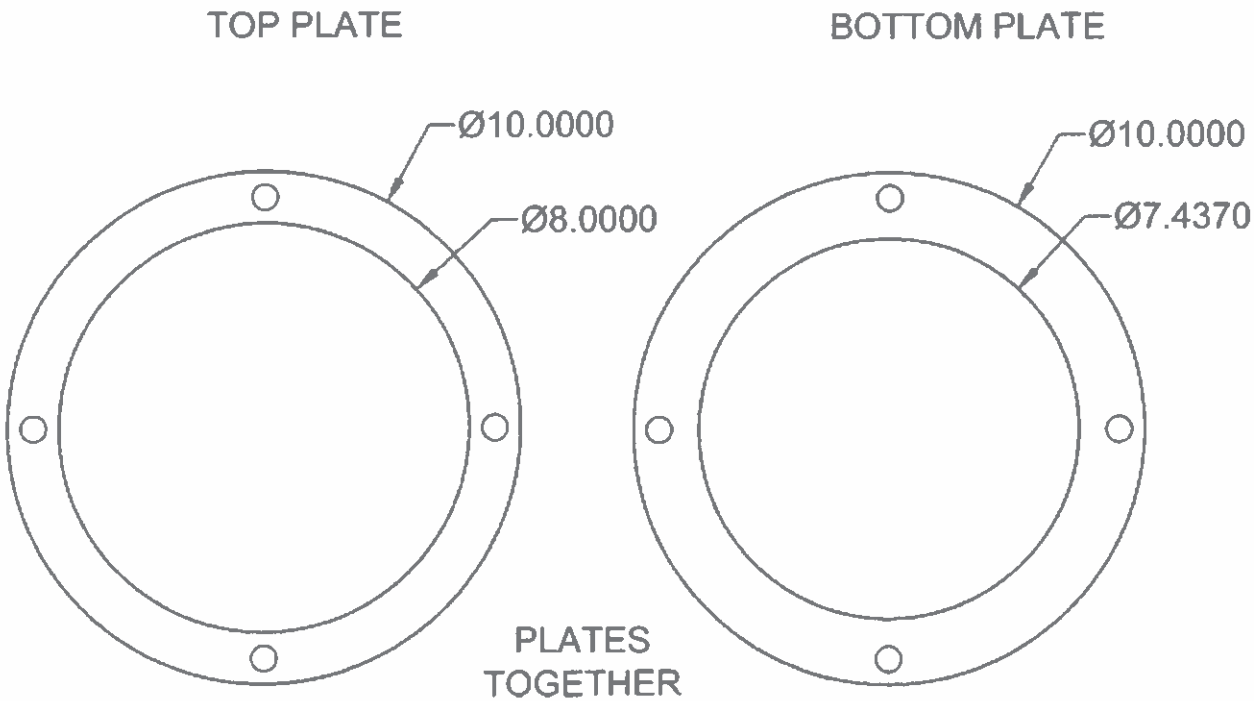
TECHNICAL SPECIFICATIONS

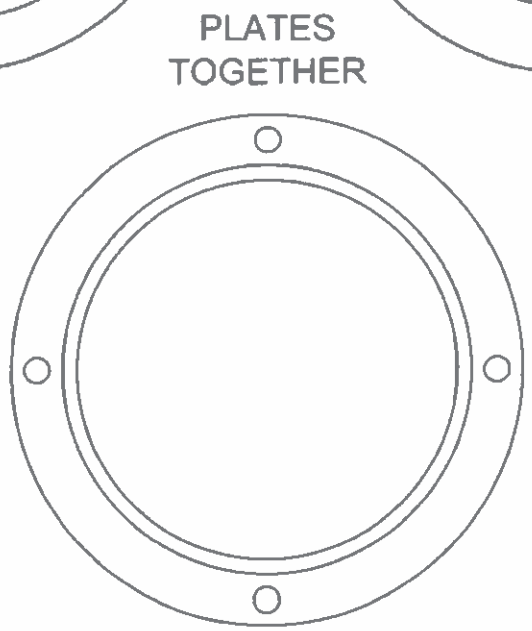
NDS D1500 Meter Boxes

NDS WATER METER BOXES AND COVERS

NDS 13"x 20" meter boxes and covers are injection molded of structural foam recycled polypropylene material with a melt index between 10-12. Coloring and UV stabilizers are added, along with processing lubricants when needed. The 13"x 20" body shall be tapered and have a minimum wall thickness of .25". The body shall have a double wall at the top cover seat area with a minimum thickness of .187". The cover seat area shall have 56 structural support ribs on the underside of the seat, each with a minimum thickness of 1/16". The bottom of the body shall have a 1" flange. The 13"x 20" cover shall have an average thickness of .250".







PROPRIETARY

THICKNESS

VAULT	BOTTOM PLATE
25"	50"
375"	375"
50"	25"

WOMAN OWNED
&
MADE IN THE USA

FINISH OR TREATMENT

NICOR, INC.
PROPRIETARY NOTICE

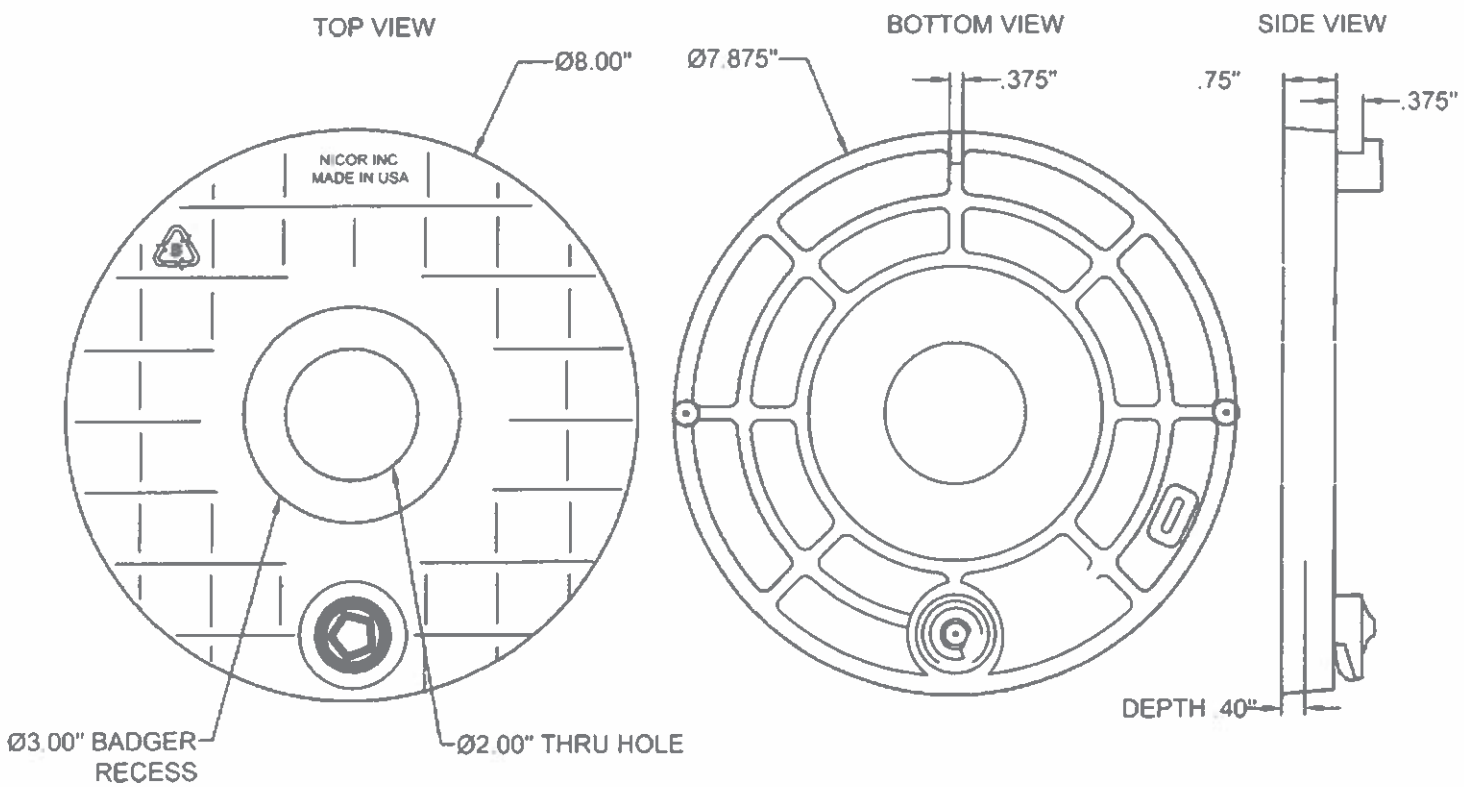
NICOR

8.0CSRING

CUSTOMER DRAWING 01

8.0CSRINGKIT

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's



Lid Weight. 1.5 lbs

WOMAN OWNED
&
MADE IN THE USA

MATERIAL: MARLID POLYMER
FINISH PROCESS
SURFACE FINISH: 125

FINISH OR TREATMENT
UNLESS OTHERWISE SPECIFIED:

NICOR, INC.
PROPRIETARY NOTICE

NICOR

8.0" Insert with Badger Recess & Thru Hole

CUSTOMER DRAWING | 01

8.0" Insert

PROPRIETARY

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

NICOR

TERMS AND CONDITIONS OF SALE

Terms: Standard terms are NET 30. A 1½% per month (18% per annum) service charge will be added to all past due accounts

Errors & Claims: All claims for shortage in shipment or damaged material must be noted on the "Bill of Lading" and a written request for credit submitted to Nicor Inc. within 15 days of shipment. Nicor Inc. responsibility ceases upon delivery to the carrier.

Returned Goods: Returned goods will be accepted only after written approval and shipping instructions are received from Nicor Inc. A return goods authorization number is required and must be on all cartons, documents, and correspondence. All returns are subject to a 30% restocking charge, freight cost of returned goods (plus "out freight if applicable"). A higher restocking charge may be assessed against any return requiring extraordinary handling costs.

Minimum Order: 50-piece minimum order net billing.

Limited One Year Warranty: The liabilities of Nicor Inc. are limited solely and exclusively to replacement as set forth in our standard "Statement of Warranty", alone and do not include any liability for incidental, consequential or other damage of any kind whatsoever, whether any claim is based upon theories of contract, warranty, negligence or tort and without any limitations and do not include shipping charges, labor, installation or any other losses or expenses incurred in operation of any replacement specialty item or fitting. Nicor Inc. products are designed to be used for meter applications only. Any modifications to the lid after acceptance and or products used in improper application by customer as described within, voids the warranty.

Limited Lifetime Warranty: Nicor Inc. warrants to the original owner of its Nicor meter lids and connectors, subject to the conditions set forth in this warranty, that Nicor Inc. products will remain free from manufacturing defects. All Nicor Inc. products are guaranteed against defects resulting from faulty workmanship or materials. Claims for labor costs and other expenses required to replace defective products or repair of any damage resulting from the use thereof will not be allowed by Nicor Inc. Our liability is limited to replacement of products acknowledged by Nicor Inc. to be defective.

NICOR

Exclusive Warranties and Remedies: The FOREGOING REMEDIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF (I) ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE; AND (II) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM Nicor Inc.'s NEGLIGENCE, ACTUAL OR IMPUTED.

The remedies of customer shall be limited to those provided herein to the exclusion of any and all other remedies including, without limitation, incidental or consequential damages. No agreement varying or extending the foregoing warranties, or these limitations will be binding on Nicor, Inc., unless such is signed in writing by an authorized officer of Nicor, Inc. The liability of Nicor, Inc., hereunder shall be limited to restoring to good working order, provided that Nicor, Inc., is not required to restore the product to good working order when such failure is due to causes beyond Nicor, Inc.'s control, including but not limited to, acts of God, acts of civil or military authority, priorities, strikes, floods, epidemics, war, riots, and other causes that are beyond the manufacturers control. These provisions are complete and exclusive statements of all terms and conditions between Nicor, Inc., and the consumer. These provisions may not be varied, supplemented, qualified or interpreted by any prior course of dealings, written or oral or by trade usage. No Nicor, Inc. agent, officer or employee has authority to make any representation, promise or warranty concerning these provisions.

SMART WATER IS BADGER METER

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www.badgermeter.com

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Slovakia | Badger Meter Slovakia s.r.o. | Racianska 109/B | 831 02 Bratislava | Slovakia | +421-2-44 63 83 01
Asia Pacific | Badger Meter | 80 Marine Parade Rd | 19-07 Parkway Parade | Singapore 449269 | +65 63-5-8586
Switzerland | Badger Meter Swiss AG | Ruchstuckerstrasse 3 | 3006 Bern | Switzerland | +41 31 932 01 11

3. **MONTHLY BILLING DATA SERVICE PROMISE.**

Badger Meter will use commercially reasonable efforts to fulfill the following Service Promise:

- The BEACON SaaS Managed Solution will successfully provide Monthly Billing Data for at least 98.5% of provisioned accounts at the time of billing request to the BEACON SaaS Managed Solution.

Definitions

"**Managed Solution**" is a system that consists of a network deployment using fixed network and/or cellular endpoints, where Badger Meter maintains the responsibility for managing the reading hardware and software for system operation over the Term of the Agreement.

"**Provisioned Accounts**" are accounts with cellular or fixed network endpoints that are discovered by the network, fully able to communicate with the network, and completely entered correctly in the BEACON SaaS Managed Solution.

"**Monthly Billing Data**" is a valid meter reading obtained within three (3) days of the billing as performed through the BEACON SaaS Managed Solution to provisioned accounts.

CALCULATION of Monthly Billing Data Service Promise for Provisioned Accounts:

Monthly Billing Data success rate is calculated by the count of accounts in the billing cycle with meter read data within three (3) days ("**Count of Billing Reads**") divided by the number of active and Provisioned Accounts in the billing cycle ("**Count of Total Billing Cycle**").

$$\frac{\textit{Count of Billing Reads}}{\textit{Count of Total Billing Cycle}}$$

Where:

"Count of Billing Reads" is the total number of accounts in the billing file with valid data that a billing quality reading is supplied for managed solution endpoints.

"Count of Total Billing Cycle" is the total number of accounts with valid data in the billing file being processed for managed solution endpoints.

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If Customer suspects that the Monthly Billing Data Service Promise has not been met for a particular Billing Cycle, (a) Customer shall notify Badger Meter, in writing, within twenty-four (24) hours of the occurrence, via email (techsupport@badgermeter.com) of the Count of Billing Reads and Count of Total Billing Cycle of managed solution endpoints; (b) the specific time and date when the billing read file was generated.

Service Credits

If Badger Meter fails to meet the Monthly Billing Data Service Promise, Service Credits will be calculated as follows:

Service Credit = Managed Solution Endpoint Service Units Consumed in the Month * (1 - Monthly Billing Data Success Rate) rounded to the next whole number

For example;

Monthly Billing Data Success Rate	**Service Credit** (Service Units per 1,000 Service Units consumed in the month)
95%	50
90%	100
80%	200
70%	300
60%	400
50%	500

Service Credit will be added to Customer's account in the form of pre-paid Service Units for the same endpoint type(s).

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6.1.b

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Packet Pg. 818

4. **MISCELLANEOUS.**

Exclusions

The BEACON Portal and Service Availability Promise and Monthly Billing Data Service Promise do not apply to any of the following performance issues, in addition to other exclusions herein:

(i) Resulting from any actions or inactions of Customer, its Authorized Users or Authorized Consumers in accordance with the restrictions and requirements of this Agreement;

(ii) Resulting from Customer or its suppliers equipment, software, or other technology and/or Customer's third party equipment, software, or other technology outside of Badger Meter's control;

(iii) Caused by failures, including, but not limited to, internet connectivity, port availability, firewall configuration, or cellular networks at Customer's location;

(iv) Resulting from Customer's breach of any term or condition under the Agreement;

(v) Caused by unexpected or unintentional RF interference or signal obstruction caused by sources not present or not in use during endpoint installation;

(vi) Caused by intentional RF interference or signal obstruction not present during endpoint installation, caused by third parties;

(vii) Caused by Customer, an Authorized User's or an Authorized Consumer's misuse or abuse of the Portal or Service;

(viii) During an event triggering a disaster recovery and for a twenty-four (24) hour period after the resumption of the Service following such an event to allow for the system to return to normal operating ranges;

(ix) Arising from Badger Meter's suspension or termination of Customer's right to use the BEACON Managed Solution in accordance with the Agreement;

(x) Arising from failure of Customer to follow Badger Meter's published installation, operation and maintenance instructions and Clarifications from Badger Meter's Preliminary Network Design;

(xi) When outdoor temperatures either exceed or are below the endpoint operating temperature range as described in the applicable product data sheet.

(xii) Accounts read using manual, touch read, handheld and mobile technology are not included as part of the Monthly Billing Data Service Promise, as these reading technologies are outside of Badger Meter's control.

In the event Badger Meter does not meet a Service Promise hereunder, Badger Meter will conduct a commercially reasonable root cause analysis of the Service promise failure. If Badger Meter's analysis is inconclusive, or if Badger Meter concludes that circumstances outside of Badger Meter's control caused the Service promise failure, or if Badger Meter concludes that a failure falls under any other exclusions described hereunder, Customer will not be entitled to a Service Credit. If Badger Meter's analysis is conclusive and that circumstances within Badger Meter's control caused the Service failure, Customer will be eligible to receive a Service Credit as described above.

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EXCEPT AS EXPRESSLY PROVIDED IN THIS SLA, THE SERVICE CREDITS SPECIFIED IN THIS SLA WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BADGER METER'S FAILURE TO MEET THE SERVICE PROMISE SPECIFIED IN THIS SLA.

Badger Meter will report Service Promises and applicable Service Credits upon request and upon a commercially reasonable frequency. Following each report, upon Customer request, the parties will discuss such performance and the extent to which any Service Credits either are appropriate or should be modified due to circumstances not captured by the reporting methodology.

Upon agreement concerning the Service Credits due, such Service Credits will be applied against Badger Meter's charges in the months following the month in which the credits were incurred.

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EXHIBIT 3

BEACON SaaS MANAGED SOLUTION SECURITY POLICY

1. **BEACON SaaS Portal and Service Information Security Program.** Badger Meter maintains an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) support the BEACON SaaS Managed Solution, (b) identify reasonably foreseeable and internal risks to the BEACON Portal and Service security and unauthorized access to the Badger Meter Network, and (c) minimize security risks. The BEACON Portal and Service information security program includes the following measures:

   1.1 **Network Security.** The Badger Meter Network is electronically accessible to employees, and contractors necessary to provide the Portal and Service. Badger Meter maintains access controls and policies to manage what access is allowed to the Badger Meter Network from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. Badger Meter maintains corrective action and incident response plans to respond to potential security threats.

   1.2 **Physical Security.**

   1.2.1 **Physical Access Controls.** Physical components of the Badger Meter Network are housed in nondescript facilities (the "**Facilities**"). Physical barrier controls are used to prevent unauthorized entrance to the Facilities both at the perimeter and at building access points. Passage through the physical barriers at the Facilities requires either electronic access control validation (e.g., card access systems, etc.) or validation by human security personnel (e.g., contract or in-house security guard service, receptionist, etc.). Employees and contractors are assigned photo-ID badges that must be worn while the employees and contractors are at any of the Facilities. Visitors are required to sign in with designated personnel, must show appropriate identification, and are assigned a visitor ID badge that must be worn while the visitor is at any of the Facilities, and are continually escorted by authorized employees or contractors while visiting the Facilities.

   1.2.2 **Limited Employee and Contractor Access.** Badger Meter provides access to the Facilities to those employees and contractors who have a legitimate business need for such access privileges. When an employee or contractor no longer has a business need for access privileges, the access privileges are promptly revoked, even if the employee or contractor continues to be an employee of Badger Meter or its affiliates.

   1.2.3 **Physical Security Protections.** All major access points (other than main entry doors) are maintained in a secured (locked) state. Access points to the Facilities are monitored by video surveillance cameras designed to record all individuals accessing the Facilities. All physical access to the Facilities by employees and contractors is logged and routinely audited.

   1.2.4 **Pre-Employment Screening.** Badger Meter conducts criminal background checks, as permitted by applicable law, as part of pre-employment screening practices for

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employees commensurate with the employee's position and level of access to the Facilities. Badger Meter will not permit an employee to have access to the non-public Customer Data or perform material aspects of the Service if such employee has failed to pass such background check.

2. **Continued Evaluation.** Badger Meter will conduct periodic reviews of the security of its Badger Meter Network and adequacy of its information security program as measured against industry security standards and its policies and procedures. Badger Meter will continually evaluate the security of its Badger Meter Network and associated Service to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.

3. **Customer Responsibilities.** System security is a shared responsibility between Badger Meter and Customer. Customer shall assign a systems service administrator to be responsible for establishing access and usage policies. Customer shall develop commercially reasonable policies and procedures to insure physical security, establishing account access approvals and procedures, conduct regular reviews of access rights, and provide security awareness training for staff using the Service. The administrator shall also be responsible for policies and procedures related to Authorized Consumers access to their individual data resident on the Network.

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GENERAL BADGER DOCUMENTATION

Badger Meter

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PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

APPOINTMENT OF ELECTED AND NON-ELECTED OFFICERS

We certify as follows:

Under authority delegated by the Badger Meter, Inc. Board of Directors to Badger Meter, Inc. executive management, the following are appointed:

Non-Elected Officers:

Charla D. Dury	Assistant Secretary	Proposal Lead – Bids and Contract Administration
Wayne Dennis	Assistant Secretary	Senior Director - International Sales & Marketing & Business Development
Nicholas J. Gemmell	Assistant Secretary	Senior Legal Counsel
Matthew B. Gieseke	Assistant Secretary	Proposal Lead – Bids and Contract Administration
Charity D Granberry	Assistant Treasurer	Milwaukee Accounting Manager
Shauna A. Griffin	Assistant Secretary	Sr. Director – Utility Sales
Benjamin E. Loomis	Assistant Secretary	Milwaukee Credit Manager
David A. Miller	Assistant Secretary	Counsel II
Rachel J. Meyer	Assistant Secretary	Proposal Manager – Bids and Contract Administration
Jessica A. O'Malley	Assistant Secretary	Director – Turnkey Operations
Jevgeni Neufeld	Assistant Treasurer	Director – Finance
Michael Steiner	Assistant Secretary	General Manager of Water Quality International
Christie M. Tarantino	Assistant Treasurer	Director - Accounting & External Reporting
Kavin Tedamrongwanish	Assistant Secretary	Counsel III

BY: KRA
Ken Bockhorst (Mar 8, 2024 11:51 CST)

William R. Bergum

Kenneth C. Bockhorst

Chairman, President, and Chief Executive Officer

Badger Meter, Inc.

March 8, 2024

William R. A. Bergum,

Vice President - General Counsel & Secretary

Badger Meter, Inc.

March 8, 2024

DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION REGISTRATION

BADGER METER INC • Active Registration

Entity Information

Unique Entity ID
WZCBUQDPMWR3

CAGE NCAGE
05105

Physical Address
4545, West Brown Deer Road
Milwaukee, Wisconsin
53223-2479, United States

Mailing Address
P O Box 245036
Milwaukee, Wisconsin
53224-9536, United States

Purpose of Registration
All Awards

Version

Current Record

E-Verify

Company ID Number: 142953

may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer Badger Meter, Inc.	
Name (Please Type or Print) Donna R Koepke	Title
Signature Electronically Signed	Date 08/07/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/07/2008

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

E-Verify

Company ID Number: 142953

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Badger Meter, Inc.
Company Facility Address	4545 W. Brown Deer Road Milwaukee, WI 53223
Company Alternate Address	P. O. Box 245036 Milwaukee, WI 53224-9536
County or Parish	MILWAUKEE
Employer Identification Number	390143280
North American Industry Classification Systems Code	332
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	5

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

E-Verify

Company ID Number: 142953

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ARIZONA	1 site(s)
CALIFORNIA	1 site(s)
OKLAHOMA	1 site(s)
WISCONSIN	2 site(s)

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

2024 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 841521

FILED
Mar 15, 2024
Secretary of State
9158284196CC

Entity Name: BADGER METER, INC.

Current Principal Place of Business:

4545 W. BROWN DEER RD.
MILWAUKEE, WI 53223

Current Mailing Address:

4545 W. BROWN DEER RD.
MILWAUKEE, WI 53223 US

FEI Number: 39-0143280

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	VP, SECRETARY, GENERAL
Name	BERGUM, WILLIAM ROBERT AXEL
Address	N63 W29924 WOODFIELD CT
City-State-Zip:	HARTLAND WI 53029

Title	VP
Name	STOLL, KIMBERLY KVISTAD
Address	W294 N6012 RIVER GROVE LN
City-State-Zip:	HARTLAND WI 53029

Title	DIRECTOR
Name	STERN, JAMES F.
Address	4545 W. BROWN DEER RD.
City-State-Zip:	MILWAUKEE WI 53223

Title	CFO, SVP
Name	WROCKLAGE, ROBERT ALAN
Address	19915 WEST PHEASANT RUN DRIVE
City-State-Zip:	NEW BERLIN WI 53146

Title	VP
Name	BEGALE, FRED JOSEPH
Address	3656 NORTH HICKORY LN
City-State-Zip:	OCONOMOWOC WI 53066

Title	DIRECTOR
Name	TELLOCK, GLEN E.
Address	4545 W. BROWN DEER RD.
City-State-Zip:	MILWAUKEE WI 53223

Title	CEO, PRESIDENT, DIRECTOR
Name	BOCKHORST, KENNETH CHARLES
Address	923 EAST KILBOURN AVENUE UNIT 701
City-State-Zip:	MILWAUKEE WI 53202

Title	TREASURER, VP
Name	BAUER, KAREN M.
Address	150 BUNKER HILL DRIVE
City-State-Zip:	BROOKFIELD WI 53005

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DANIEL R WELTZIEN — VP - CONTROLLER — 03/15/2024

Electronic Signature of Signing Officer/Director Detail — Date

Officer/Director Detail Continued :

Title	DIRECTOR
Name	MYERS, TESSA
Address	4545 W. BROWN DEER RD.
City-State-Zip:	MILWAUKEE WI 53223
Title	DIRECTOR
Name	MCGILL, JAMES W.
Address	4545 W. BROWN DEER RD.
City-State-Zip:	MILWAUKEE WI 53223
Title	DIRECTOR
Name	ADAMS, TODD A.
Address	4545 W. BROWN DEER RD.
City-State-Zip:	MILWAUKEE WI 53223
Title	DIRECTOR
Name	BROOKS, HENRY F.
Address	4545 W. BROWN DEER RD.
City-State-Zip:	MILWAUKEE WI 53223
Title	VP
Name	WELTZIEN, DANIEL R.
Address	4545 W. BROWN DEER RD.
City-State-Zip:	MILWAUKEE WI 53223
Title	VP
Name	HOPKINS, SHERYL
Address	4545 W. BROWN DEER RD.
City-State-Zip:	MILWAUKEE WI 53223
Title	VP
Name	PARISEN, WILLIAMS JAMES
Address	4545 W. BROWN DEER RD.
City-State-Zip:	MILWAUKEE WI 53223

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Badger Meter, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

Print or type. See Specific Instructions on page 3.

5 Address (number, street, and apt. or suite no.) See instructions.

4545 W Brown Deer Road

Requester's name and address (optional)

6 City, state, and ZIP code

Milwaukee, WI 53223

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	9	–	0	1	4	3	2	8	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Charity Granberry* Date ▶ 1/3/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-414-443-0000 Hays Companies, Inc. 1200 North Mayfair Road, Suite 100 Milwaukee, WI 53226	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Badger Meter, Inc. 4545 West Brown Deer Road Milwaukee, WI 53223	INSURER A: PHOENIX INS CO	25623
	INSURER B: TRAVELERS PROP CAS CO OF AMER	25674
	INSURER C: CONTINENTAL INS CO	35289
	INSURER D: ACCIDENT FUND INS CO OF AMER	10166
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 70295515 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY / PRO-JECT / LOC OTHER:			Y660 268J2023	01/01/24	01/01/25	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 4,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BA 2L694073	01/01/24	01/01/25	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 10,000			6076540927	01/01/24	01/01/25	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UH WCP 100074452 02	01/01/24	01/01/25	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PRODUCT DOCUMENTATION

PRODUCT DATA SHEETS

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Recordall
RCDL | Mechanical Flow Meters

Recordall® Disc Meters

Lead-Free Bronze Alloy 120 & 170, Sizes 1-1/2 in. (40 mm) & 2 in. (50 mm), NSF/ANSI/CAN Standards 61 and 372 Certified

DESCRIPTION

Recordall Models 120 and 170 Disc Series meters meet or exceed the most recent revision of AWWA Standard C700 and are available in a lead-free bronze alloy. Both meters comply with the lead-free provisions of the Safe Drinking Water Act, are certified to NSF/ANSI/CAN Standards 61 and 372 (Trade Designations: M120-LL and M170LL) and carry the NSF-61 mark on the housing. All components of the lead-free bronze alloy meter (housing, measuring element, seals, and so on) comprise the certified system.

Applications: For use in measurement of potable cold water in residential, commercial and industrial services where flow is in one direction only.

Operation: Water flows through the meter's strainer and into the measuring chamber where it causes the disc to nutate. The disc, which moves freely, nutates on its own ball, guided by a thrust roller. A drive magnet transmits the motion of the disc to a follower magnet located within the permanently sealed register. The follower magnet is connected to the register gear train. The gear train reduces the disc nutations into volume totalization units displayed on the register or encoder face.

Operating Performance: The Recordall Disc Series meters meet or exceed registration accuracy for the low flow rates (95%), normal operating flow rates (100 ± 1.5%), and maximum continuous operation flow rates as specifically stated in AWWA Standard C700.

Construction: Recordall Disc meter construction, which complies with ANSI/AWWA standard C700, consists of three basic components: meter housing, measuring chamber, and permanently sealed register or encoder. The water meter is available in a lead-free bronze alloy. A corrosion-resistant engineered polymer material is used for the measuring chamber.

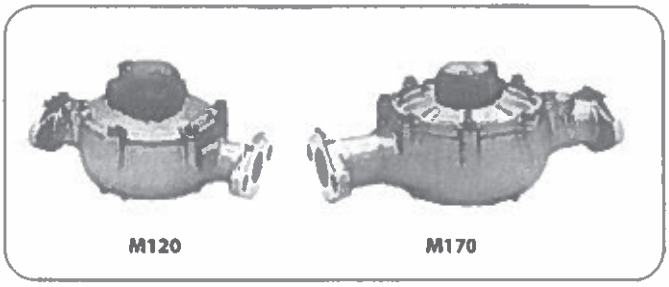
Magnetic Drive: Direct magnetic drive, through the use of high-strength magnets, provides positive, reliable and dependable register coupling for straight-reading or AMR/AMI meter reading options.

Tamper-Proof Features: Unauthorized removal of the register or encoder is inhibited by the option of a tamper detection seal wire screw, TORX® tamper-resistant seal screw or the proprietary tamper-resistant keyed seal screw. Each can be installed at the meter site or at the factory.

Maintenance: Badger Meter Recordall Disc Series meters are designed and manufactured to provide long-term service with minimal maintenance. When maintenance is required, it can be performed easily either at the meter installation or at any other convenient location.

To simplify maintenance, the register, measuring chamber, and strainer can be replaced without removing the meter housing from the installation. No change gears are required for accuracy calibration. Interchangeability of parts among like-sized meters minimizes spare parts inventory investment. The built-in strainer has an effective straining area of twice the inlet size.

Connections: Companion flanges in cast iron or NL bronze are available as options. Straight connection sets are available in NL bronze.



M120 M170

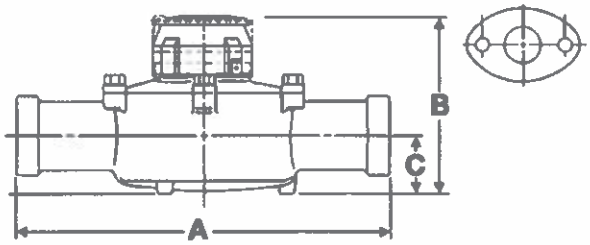
SPECIFICATIONS

Meter Model	M120	M170
Typical Operating Range (100% ± 1.5%)	2.5…120 gpm (0.57…27 m³/hr)	2.5…170 gpm (0.57…39 m³/hr)
Low Flow (Min. 95%)	1.25 gpm (0.28 m³/hr)	1.5 gpm (0.34 m³/hr)
Maximum Continuous Operation	80 gpm (18 m³/hr)	100 gpm (23 m³/hr)
Pressure Loss at Maximum Continuous Operation	4.8 psi at 80 gpm (0.33 bar at 18 m³/hr)	3.3 psi at 100 gpm (0.23 bar at 23 m³/hr)
Maximum Operating Temperature	80° F (26° C)	80° F (26° C)
Maximum Operating Pressure	150 psi (10 bar)	150 psi (10 bar)
Measuring Element	Nutating disc, positive displacement	Nutating disc, positive displacement
Meter Connections	1-1/2 in. AWWA two-bolt elliptical flange, drilled or 1-1/2…11-1/2 NPT internal pipe threads	2 in. AWWA two-bolt elliptical flange, drilled or 2…11-1/2 NPT internal pipe threads
Test Plugs	Optional 1 in. NPT test plug (TP)	Optional 1 in. NPT test plug (TP)

Materials

Meter Housing	Lead-free bronze alloy
Housing Top Plates	Lead-free bronze alloy
Measuring Chamber	Engineered polymer
Disc	Engineered polymer
Trim	Stainless steel
Strainer	Engineered polymer
Disc Spindle	Stainless steel
Magnet	Ceramic
Magnet Spindle	Stainless steel
Register Lid and Shroud	Engineered polymer, bronze

DIMENSIONS



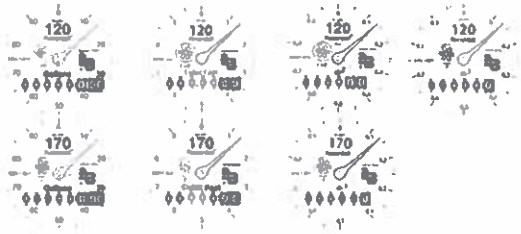
Meter Size	Meter Model	A Laying Length	B Height Reg./RTR	C Centerline Base	Width	Approx. Shipping Weight
1-1/2 in. (40 mm)	120 EL, Hex 120 EL, TP	12-5/8 in. (321 mm)	7 in. (178 mm)	2-3/8 in. (60 mm)	8-3/4 in. (222 mm)	19 lb (8.6 kg)
1-1/2 in. (40 mm)	120 ELL 120 ELL, TP	13 in. (330 mm)	7 in. (178 mm)	2-3/8 in. (60 mm)	8-3/4 in (222 mm)	19 lb (8.6 kg)
2 in. (50 mm)	170 EL, Hex 170 EL, TP	15-1/4 in. (387 mm)	8 in. (203 mm)	2-7/8 in. (73 mm)	9-1/2 in. (241 mm)	30 lb (13.6 kg)
2 in. (50 mm)	170 ELL 170 ELL, TP	17 in. (432 mm)	8 in. (203 mm)	2-7/8 in. (73 mm)	9-1/2 in. (241 mm)	30 lb (13.6 kg)

EL = Elliptical | ELL = Elliptical Long | Hex = Hexagon. 1-1/2... 11-1/2 in. NPT Thread | TP=Test Plug 1 in

REGISTERS / ENCODERS

Standard—Sweep-Hand Registration

The standard register is a straight-reading, permanently sealed magnetic drive register. Dirt, moisture, tampering and lens fogging problems are eliminated. The register has a six odometer wheel totalization display, 360° test circle with center sweep hand, and flow finder to detect leaks. Register gearing is made of self-lubricating engineered polymer, which minimizes friction and provides long life. The multi-position register simplifies meter installation and reading. The register capacity is 100,000,000 gallons (10,000,000 ft³, 1,000,000 m³).



Meter Model	Gallon	Cubic Feet	Cubic Meter
120	100	10	1/0.1
170	100	10	1

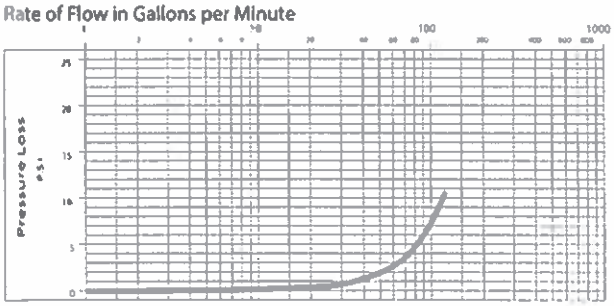
Optional—Encoders for AMR/AMI Reading Solutions

AMR/AMI solutions are available for all Recordall Disc Series meters. All reading options can be removed from the meter without disrupting water service. Badger Meter encoders provide years of reliable, accurate readings for a variety of applications and are also available pre-wired to Badger Meter approved AMR/AMI solutions. See details at *badgermeter.com*.

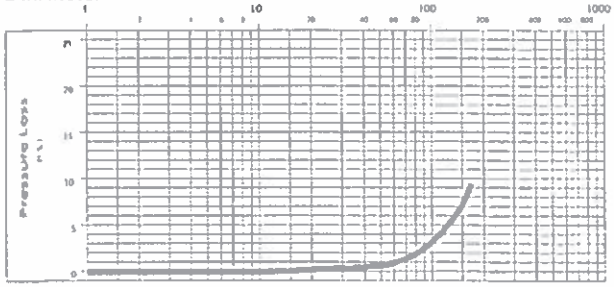
PRESSURE LOSS CHARTS

1-1/2 in. Meter

Rate of Flow in Gallons per Minute



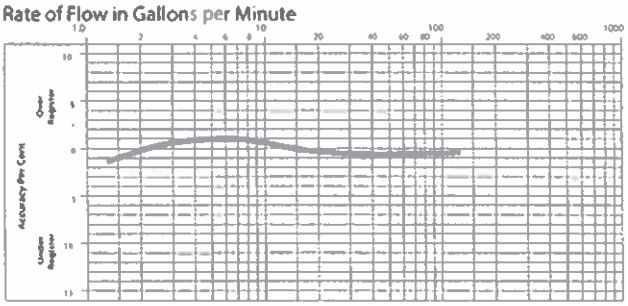
2 in. Meter



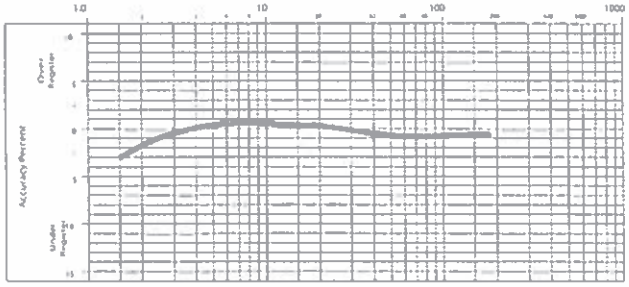
ACCURACY CHARTS

1-1/2 in. Meter

Rate of Flow in Gallons per Minute



2 in. Meter



SMART WATER IS BADGER METER

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Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

E-Series
Ultrasonic Flow Meters

E-Series G2® Ultrasonic Meter

Lead-Free Bronze Alloy, 3, 4, 6 and 8 inch

DESCRIPTION

The next generation E-Series G2® Ultrasonic meter uses solid-state technology in a compact, tamper protected, weatherproof and UV-resistant housing, suitable for commercial applications. Electronic metering provides information—such as rate of flow and status and alarm indication—and data not typically available through traditional, mechanical meters and registers. Electronic metering minimizes measurement errors due to sand, suspended particles and pressure fluctuations.

Ultrasonic 3, 4, 6 and 8 inch Meter Features

- Open flow tube design prevents flow obstruction to reduce pressure loss
- Greater turn-down ratio for extended flow ranges and increased revenue
- Easy-to-read, 9-digit LCD display, which presents consumption, rate of flow, unit of measure, pressure, temperature, alarm conditions and firmware version
- Pressure alarm and pressure and temperature data reported through ORION Cellular endpoints and BEACON®
- Field programmable registration and maintains an hourly internal logging capacity of 160 days of data
- Single and dual outputs include high resolution industry standard ASCII encoder protocol, scaled/unscaled and 4-20 mA

The meter is available with an inline connector for easy connection and installation to ORION endpoints. It is also available with a flying lead for field splice connection.

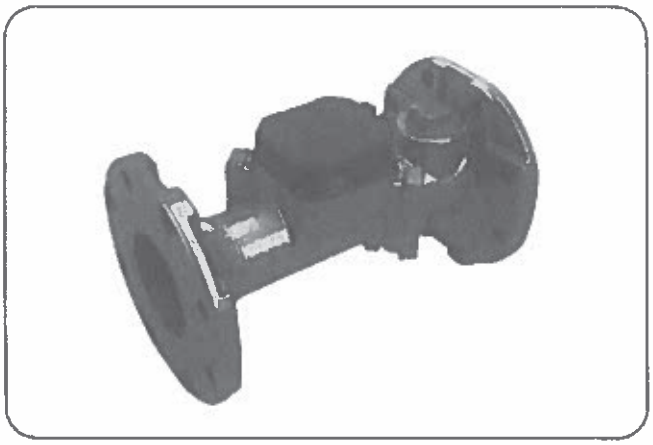
APPLICATIONS

Use the E-Series Ultrasonic meter for measuring potable cold water in commercial and industrial services. The meter is also ideal for non-potable, reclaimed irrigation water applications or less than optimum water conditions where small particles exist.

E-Series Ultrasonic meters meet and exceed the most recent version of AWWA C715 Standards. The lead-free bronze alloy meters comply with the lead-free provisions of the Safe Drinking Water Act and NSF/ANSI/CAN Standards 61 and 372. E-Series Ultrasonic meters also conform to UL 327B and FM 1044 for fire service applications.

OPERATION & PERFORMANCE

As water flows into the measuring tube, ultrasonic signals are sent consecutively in forward and reverse directions of flow. Velocity is then determined by measuring the time difference between the measurement in the forward and reverse directions. Total volume is calculated from the measured flow velocity using water temperature and pipe diameter. The LCD shows total volume, unit of measure, rate of flow, pressure, temperature, firmware and



alarm conditions (reverse-flow, no usage, empty pipe, exceeding max flow, suspected leak, pressure, temperature, end of life and measurement error).

In normal temperature range of 45…122° F (7…50° C), the Ultrasonic "new meter" consumption measurement is accurate to:

- ±1.5% over the normal flow range
- ±3.0% from the extended low flow range to the minimum flow value

CONSTRUCTION

The E-Series Ultrasonic meter features lead-free bronze alloy meter housing, ultrasonic transducers, a meter-control circuit board with associated wiring, LCD and battery. Wetted elements are limited to the pressure vessel and transducers. The electronic components are housed and fully potted within a molded, engineered polymer enclosure, which is attached to the meter housing. The transducers extend through the housing and are sealed by O rings, enabling turbulence-free water flow through the tube. The open flow tube design prevents obstruction of flow to reduce pressure loss and provide long term accuracy.

METER INSTALLATION

For long-term performance the meter is weatherproof, UV-resistant, fully submersible and can be installed using horizontal or vertical piping. The registration electronics and battery are encapsulated to withstand harsh environments and protect the electronics in flooded or submerged pit applications. The meter will not measure flow when an "empty pipe" condition is experienced. An empty pipe is defined as a condition that occurs when the flow sensors are not fully submerged.

FM APPROVED

UL LISTED

Badger Meter

ESM-DS-02781-EN-19 (February 2024)

Product Data Sheet

6.1.b

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Packet Pg. 837

SPECIFICATIONS

E-Series G2 Ultrasonic Meter Size	3 in.		4 in.		6 in.		8 in.
	3 × 12 in. (76 × 305 mm)	3 × 17 in. (76 × 432 mm)	4 × 14 in. (102 × 356 mm)	4 × 20 in. (102 × 508 mm)	6 × 18 in. (152 × 457 mm)	6 × 24 in. (152 × 610 mm)	8 × 20 in. (203 × 508 mm)
Normal Test Flow Limits	0.75…560 gpm		1.5…1100 gpm		2.2…2000 gpm		4…3500 gpm
Minimum Test Flow Limits	0.37 gpm		0.75 gpm		1.1 gpm		2.0 gpm
Safe Maximum Operating Condition (SMOC)	560 gpm		1100 gpm		2000 gpm		3500 gpm
Typical Pressure Loss	2.6 psi @ 350 gpm		2.1 psi @ 630 gpm		1.5 psi @ 1400 gpm	1.8 psi @ 1400 gpm	2.4 psi @ 2800 gpm
Totalization Display Resolution	*3 inch and 4 inch meters* • Gallons: 0.1 • Cubic feet: 0.01 • Cubic meters: 0.001				*6 inch and 8 inch meters* • Gallons: 1.0 • Cubic feet: 0.1 • Cubic meters: 0.01		
Operating Performance	In normal temperature range of 45…122° F (7…50° C), new meter consumption measurement is accurate to: • 100% ±1.5% over the normal test flow limits • 100% ±3.0% for the minimum test flow limits						
Storage Temperature	– 40…140° F (– 40…60° C)						
Maximum Ambient Storage (Storage for One Hour)	150° F (66° C)						
Measured Fluid Temperature Range	34…140° F (1…60° C) .						
Humidity	0…100% condensing; meter is capable of operating in fully submerged environments						
Maximum Working Pressure of Meter Housing	175 psi (12 bar)						
Maximum Operating Pressure of Pressure Sensor	150 psi (10 bar)						
Pressure Sensor Accuracy	±2% of full scale pressure, up to 150 psi (10 bar)						
Register Type	Straight reading, permanently sealed electronic LCD; digits are 0.28 in. (7 mm) high						
Register Display	• Consumption (up to nine digits) • Rate of flow • Alarms • Pressure				• Temperature • Firmware version • Unit of measure factory programmed for gallons, cubic feet and cubic meters		
Scaled/Unscaled Output*	Solid-state relay with 4-20mA output; open drain MOSFET with encoder output						
Max. Voltage	30V DC						
Current	100 mA						
Pulse Width	50 ms (programmable 30…100 ms)						
Analog 4-20 mA Output*	Two-wire/passive						
Input Voltage Range	9…50V DC supply						
Current	4…20 mA						
Max. Load Resistance (Ohms)	50 Ohms + 50 Ohms (supply voltage - 9V)						
Battery	3.6-volt lithium thionyl chloride battery is fully encapsulated within the register housing and is not replaceable. 20-year battery life; 15-year battery life for scaled/unscaled dual output meters						

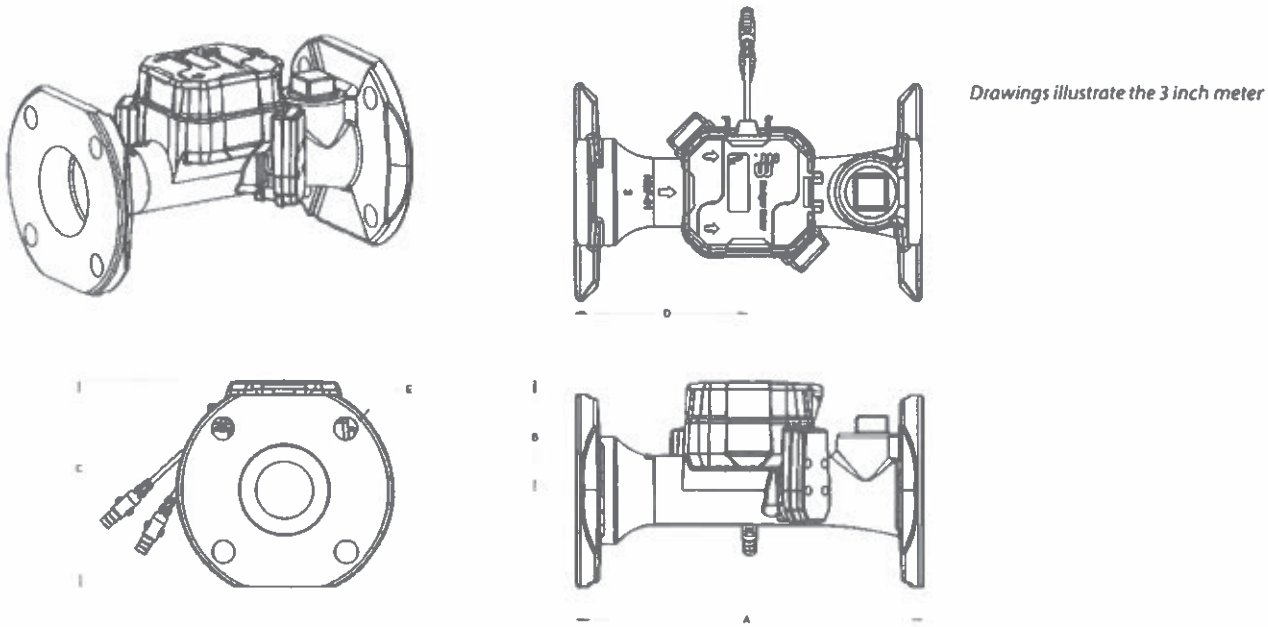
NOTE: See Pressure Loss Chart on page 4 for typical pressure loss over complete UL 327B flow range.

* Applicable to meters with dual output options

PHYSICAL DIMENSIONS

E-Series G2 Ultrasonic Meter Size	3 in.		4 in.		6 in.		8 in.
Housing	Round	Round	Round	Round	Round	Round	Round
Size Designation X Lay Length	3 × 12 in. (76 × 305 mm)	3 × 17 in. (76 × 432 mm)	4 × 14 in. (102 × 356 mm)	4 × 20 in. (102 × 508 mm)	6 × 18 in. (152 × 457 mm)	6 × 24 in. (152 × 610 mm)	8 × 20 in. (203 × 508 mm)
Weight (without AMR)	26 lb (11.8 kg)	28.5 lb (12.9 kg)	38 lb (17.2 kg)	42 lb (19.1 kg)	59 lb (26.8 kg)	66 lb (29.9 kg)	96 lb (43.5 kg)
See illustration below for Measurement Designations							
Length (A)	12 in. (305 mm)	17 in. (432 mm)	14 in. (356 mm)	20 in. (508 mm)	18 in. (457 mm)	24 in. (610 mm)	20 in. (508 mm)
Height (B)	3.76 in. (95 mm)	3.76 in. (95 mm)	3.99 in. (101 mm)	3.99 in. (101 mm)	5.15 in. (131 mm)	5.15 in. (131 mm)	6.49 in. (165 mm)
Height (C)	7.08 in. (180 mm)	7.08 in. (180 mm)	8.5 in. (216 mm)	8.5 in. (216 mm)	10.36 in. (263 mm)	10.36 in. (263 mm)	13.05 in. (331 mm)
Height with Lifting Ring	NA	NA	NA	NA	12.96 in. (329 mm)	12.96 in. (329 mm)	15.65 in. (398 mm)
Length (D)	6 in. (152 mm)	8.5 in. (216 mm)	7 in. (178 mm)	10 in. (254 mm)	8 in. (203 mm)	8 in. (203 mm)	9 in. (229 mm)
Width (E)	7.5 in. (191 mm)	7.5 in. (191 mm)	9 in. (229 mm)	9 in. (229 mm)	11 in. (279 mm)	11 in. (279 mm)	13.50 in. (343 mm)
Number of Bolts	4	4	8	8	8	8	8
Bolt Hole Diameter	0.781 in. (19.84 mm)						
Companion Flange	3 in. (76 mm)	3 in. (76 mm)	4 in. (102 mm)	4 in. (102 mm)	6 in. (152 mm)	6 in. (152 mm)	8 in. (203 mm)
NPT Test Port	1.5 in. (38 mm)	1.5 in. (38 mm)	2 in. (51 mm)	2 in. (51 mm)	2 in. (51 mm)	2 in. (51 mm)	2 in. (51 mm)

Measurement Designations



Drawings illustrate the 3 inch meter

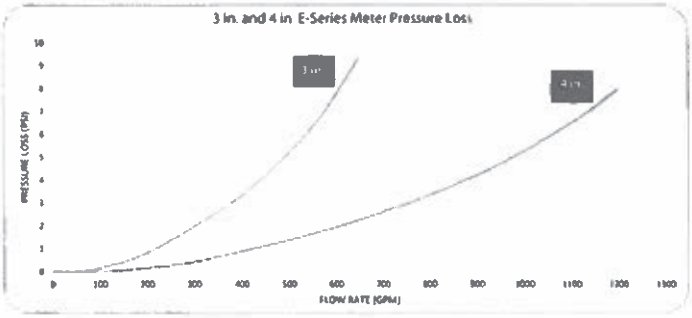
MATERIALS

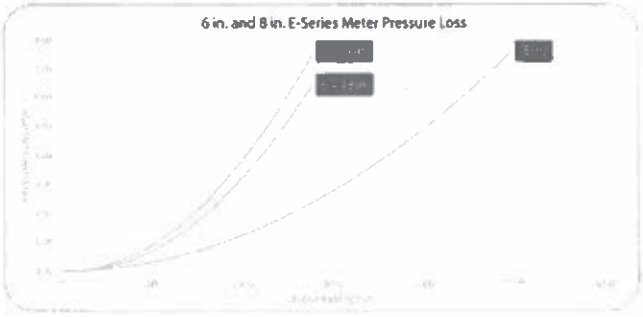
Meter Housing	Lead-free bronze alloy
Measuring Section	Ultrasonic sensors located in the flow tube
Register Housing & Lid	Engineered polymer
Transducer Port Covers 3 in., 4 in.	Lead-free bronze alloy
Transducer Port Covers 6 in., 8 in.	Engineered polymer

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

PRESSURE LOSS CHARTS

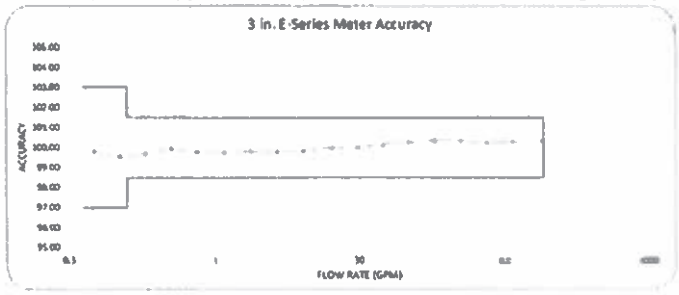
Charts represent typical meter performance. Rate of flow in gallons per minute (gpm).

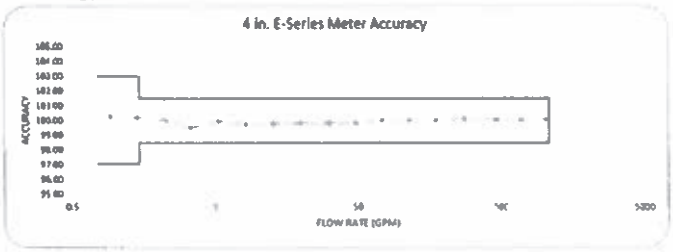


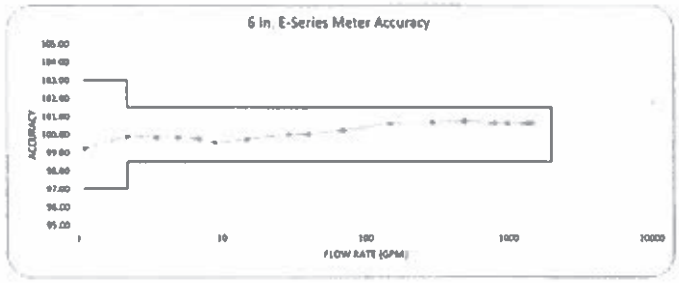


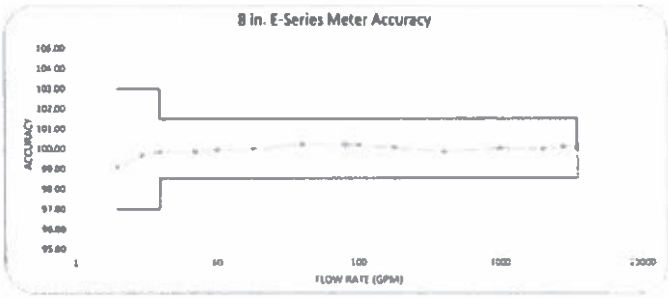
ACCURACY CHARTS

Charts represent typical meter performance. Rate of flow in gallons per minute (gpm).









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Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Badger Meter

Recordall® Disc and Turbo Series Meters for Reclaimed Water

Sizes 5/8...12" (DN 15...300 mm)

Applications

For use in measurement of cold water in reclaimed water distribution systems. Meters are available for residential, commercial and industrial services where flow is in one direction only.

The meter and its internal components are for use in the measurement of non-potable water only. Caution must be exercised not to mingle non-potable and potable water meters and especially their internal components.

Utility Impacts

Utilities faced with rising water costs and limited water resources are developing non-potable, reclaimed water distribution systems. Accurate, dependable metering is needed to bill customers for these alternate supplies.

Special coloring and markings are designed to distinguish potable water meters from reclaimed water meters in accordance with current industry standards. The utility must develop appropriate operational procedures to ensure that potable water meters and reclaimed water meters and their internal components are not mingled.

Warranty

Due to the lack of a uniform definition of the composition of reclaimed water, the warranties associated with reclaimed water meters are different than the potable water Recordall meter line. Please review the warranty statement for this important difference.

Specifications

5/8...2" Recordall Disc Series Meters
1-1/2...12" Recordall Turbo Series Meters

For meter specifications for each Recordall size and type meter, see the Product Data Sheet for that specific meter.

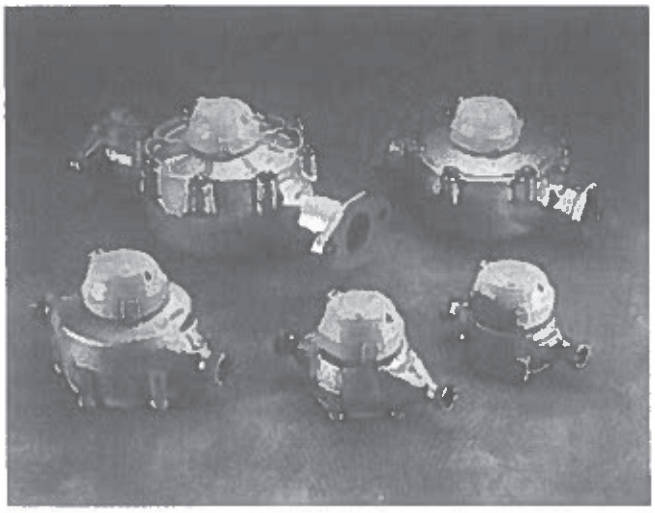
Thermoplastic shroud and lid only.

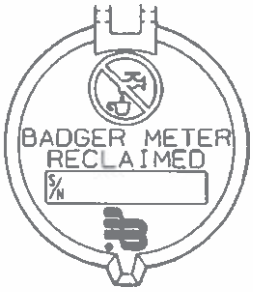
Special Markings

Local register	Lavender lid and shroud, "RECLAIMED" on dial face & non-potable water symbol on register lid
HR-E & HR-E LCD encoders	Lavender lid
Chamber assembly	Has designation for non-potable water only
Meter housings	"RCLM" etched on housings, bronze covers and bottoms
Cast iron bottoms (5/8...1" disc meters)	Lavender

Register Type

The Reclaimed water meter line supports the same types of registration and reading systems as the potable meter line.





Meter with local register

Product Data Sheet

Recordall® Disc and Turbo Series Meters

Making Water Visible®

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Alternate

E-Series
Ultrasonic Flow Meters

E-Series G2® Ultrasonic Meters

Lead-Free Bronze Alloy, 5/8, 5/8 x 3/4, 3/4, 1 inch

DESCRIPTION

The next generation E-Series G2® Ultrasonic meter uses solid-state technology in a compact, tamper protected, weatherproof and UV-resistant housing, suitable for residential applications. Electronic metering provides information—such as rate of flow and status and alarm indication—and data not typically available through traditional, mechanical meters and registers. Electronic metering minimizes measurement errors due to sand, suspended particles and pressure fluctuations.

Ultrasonic Meter Features

- Flow tube design prevents obstruction of flow, and provides greater turn-down ratio for extended flow ranges and increased revenue
- No moving parts for increased performance and maximized revenue
- Easy-to-read, 9-digit LCD display for consumption, rate of flow, unit of measure, pressure, temperature, alarm conditions (reverse-flow, no usage, empty pipe, exceeding max flow, suspected leak, pressure*, temperature, end of life and measurement error) and firmware version
- High resolution industry standard ASCII encoder protocol sends alarms and data to ORION® endpoints and BEACON® Software as a Service (SaaS) suite to establish a smart water solution for better visibility and management
- Pressure* and temperature data and alarms reported at meter and through ORION endpoints and BEACON SaaS
- Field programmable registration and maintains an hourly internal logging capacity of 160 days of data
- Maximum flow reporting analytics available to improve meter right sizing and monitor irrigation events
- Single and dual outputs include encoder, scaled/unscaled and 4-20 mA

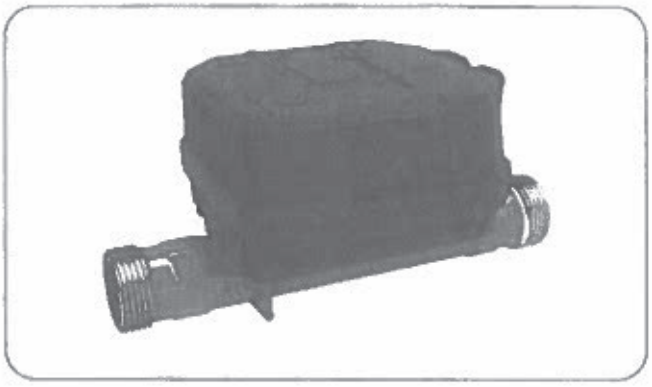
**available with optional integrated pressure sensor*

OPERATION AND PERFORMANCE

As water flows into the measuring tube, ultrasonic signals are sent consecutively in forward and reverse directions of flow. Velocity is then determined by measuring the time difference between the measurement in the forward and reverse directions. Total volume is calculated from the measured flow velocity using water temperature and pipe diameter.

The LCD screen toggles to total volume, unit of measure, rate of flow, pressure*, temperature, firmware and alarm conditions (reverse-flow, no usage, empty pipe, exceeding max flow, suspected leak, pressure*, temperature, end of life and measurement error).

When connected to ORION endpoints, both the pressure and temperature information are communicated to and presented in BEACON, helping utilities understand and proactively manage their water systems faster and more efficiently.



In the normal temperature range of 45…122° F (7…50° C), the "new meter" consumption measurement is accurate to:

- ±1.5% over the normal flow range
- ±3.0% from the extended low flow range to the minimum flow value

**available with optional integrated pressure sensor*

APPLICATIONS

Use the E-Series Ultrasonic meter for measuring potable cold water in residential applications. The meter is also ideal for non-potable, reclaimed irrigation water applications, or less than optimum water conditions where small particles exist.

E-Series Ultrasonic meters meet and exceed ANSI/AWWA C715 Standards. The lead-free bronze alloy meters comply with the lead-free provisions of the Safe Drinking Water Act and NSF/ANSI/CAN Standards 61 and 372.

The 3/4 and 1 inch Ultrasonic meters are UL Listed under UL Subject 327B, inferential type water meters used in residential fire service applications. These applications are regulated by local codes and requirements established by the Authority Having Jurisdiction (AHJ). Additional application information is provided in NFPA 13D, one- and two-family residences.

CONSTRUCTION

The E-Series Ultrasonic meter features lead-free bronze alloy meter housing, ultrasonic transducers, a meter-control circuit board with associated wiring, LCD, and battery. Wetted elements are limited to the pressure vessel and transducers. The electronic components are housed and fully potted within a molded, engineered polymer enclosure, which is attached to the meter housing. The transducers extend through the housing and are sealed by O-rings, enabling turbulence-free water flow through the tube. The flow tube is designed to reduce pressure loss and provide long term accuracy.

Badger Meter

ESM-DS-03096-EN-09 (April 2024)

UL LISTED

Product Data Sheet

METER INSTALLATION

For long-term performance the meter is weatherproof, UV-resistant, fully submersible and can be installed using horizontal or vertical piping. The registration electronics and battery are encapsulated to withstand harsh environments and protect the electronics in flooded or submerged pit applications. The meter will not measure flow when an "empty pipe" condition is experienced.

NOTE: An empty pipe is defined as a condition that occurs when the flow sensors are not fully submerged.

The meter is available with an inline connector for easy installation and connection to ORION endpoints. It is also available with a flying lead for field splice connection.

SPECIFICATIONS

E-Series G2 Ultrasonic Meter Size	5/8 in.	5/8 x 3/4 in.	3/4 in. (7-1/2 in.)	3/4 in. (9 in.)	1 in.
Normal Test Flow Limits	0.08…30 gpm (0.02…6.81 m³/hr)	0.08…30 gpm (0.02…6.81 m³/hr)	0.1…35 gpm (0.02…7.95 m³/hr)	0.1…35 gpm (0.02 ..7.95 m³/hr)	0.16…62 gpm (0.04…14.08 m³/hr)
Minimum Test Flow Limits	0.04 gpm (0.009 m³/hr)	0.04 gpm (0.009 m³/hr)	0.04 gpm (0.009 m³/hr)	0.04 gpm (0.009 m³/hr)	0.075 gpm (0.017 m³/hr)
Safe Maximum Operating Condition (SMOC)	30 gpm (6.81 m³/hr)	30 gpm (6.81 m³/hr)	35 gpm (7.95 m³/hr)	35 gpm (7.95 m³/hr)	62 gpm (14.08 m³/hr)
Typical Pressure Loss	TBD	2.6 psi @ 15 gpm (0.18 bar @ 3.4 m³/hr)	4.2 psi @ 25 gpm (0.29 bar @ 5.7 m³/hr)	4.2 psi @ 25 gpm (0.29 bar @ 5.7 m³/hr)	4.1 psi @ 40 gpm (0.28 bar @ 9.1 m³/hr)
UL Approval for Residential Fire Service Meters - File No. EX15653	NA	NA	UL 327B	UL 327B	UL 327B
UL Test Flow Limits (at ±1.5% accuracy)	NA	NA	2…30 gpm (0.45…6.81 m³/hr)	2…30 gpm (0.45…6.81 m³/hr)	2…50 gpm (0.45…11.36 m³/hr)
Typical UL Pressure Loss	NA	NA	4.2 psi @ 25 gpm (0.29 bar @ 5.7 m³/hr)	4.2 psi @ 25 gpm (0.29 bar @ 5.7 m³/hr)	4.1 psi @ 40 gpm (0.28 bar @ 9.1 m³/hr)
Operating Performance	In the normal temperature range of 45…122 °F (7…50 °C), new meter consumption measurement is accurate to: 100% ±1.5% over the normal test flow limits, 100% ±3.0% for the minimum test flow limits				
Storage Temperature	– 40…140° F (– 40…60° C)				
Maximum Ambient Storage (Storage for One Hour)	150° F (66° C)				
Measured Fluid Temperature Range	34…140° F (1…60° C)				
Humidity	0…100% condensing; meter is capable of operating in fully submerged environments				
Maximum Working Pressure of Meter Housing	175 psi (12 bar)				
Maximum Operating Pressure of Pressure Sensor	150 psi (10 bar)				
Pressure Sensor Accuracy	±2% of full scale pressure, up to 150 psi (10 bar)				
Register Type	Straight reading, permanently sealed electronic LCD; digits are 0.28 in. (7 mm) high				
Register Display	• Total consumption (nine digits) • Rate of flow • Temperature • Pressure *(Optional: for meters ordered with integrated pressure sensor)*			• Alarm and operating mode • Firmware version • Alarm indicators • Unit of measure (factory programmed for gallons, cubic feet and cubic meters)	
Totalization Display Resolution	• Gallons: 0.01		• Cubic feet: 0.001		• Cubic meters: 0.0001
Scaled/Unscaled Output*	Solid-state relay and Open Collector				
Max. Voltage	30V DC				
Current	10 mA				
Pulse Width	50 ms (programmable 30…100 ms)				
Analog 4-20 mA Output*	Two-wire/passive flow rate measurement				
Input Voltage Range	9…50V DC supply				
Current	4…20 mA				
Max. Load Resistance (Ohms)	(50 Ohms + 50 Ohms) x (Supply Voltage - 9V)				
Battery	3.6-volt lithium thionyl chloride; battery is fully encapsulated within the register housing and is not replaceable; 20-year battery life				

*Applicable to meters with dual output options

MATERIALS

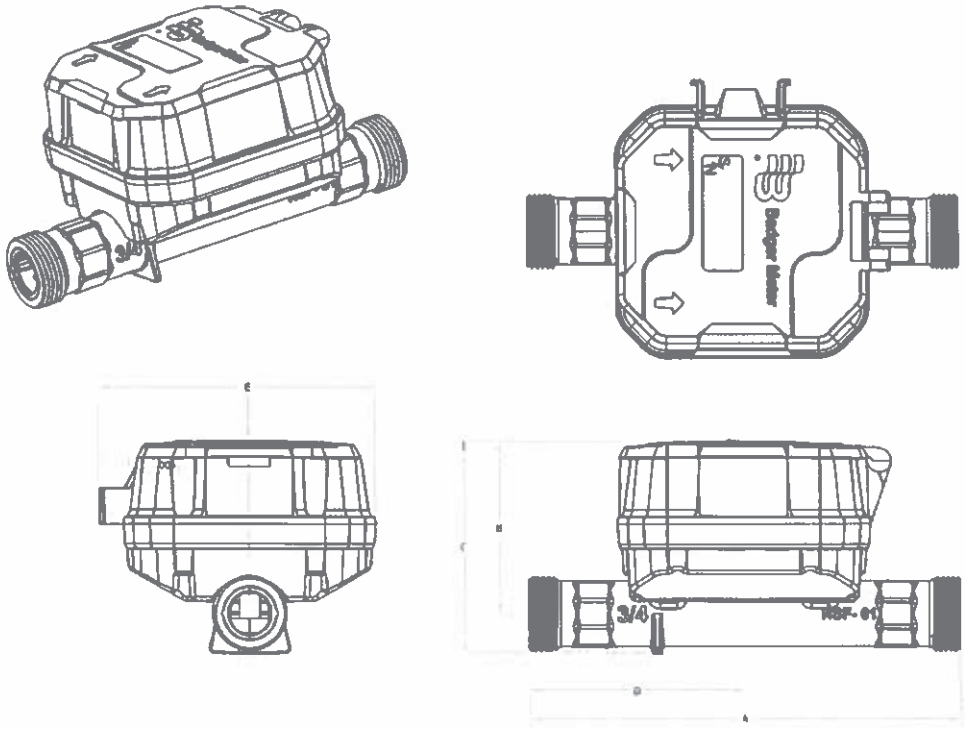
Meter Housing	Lead-free bronze alloy
Measuring Section	Ultrasonic sensors located in the flow tube
Register Housing and Lid	Engineered polymer
Strainer*	Engineered composite

* *Fire Service meters do not have a Strainer*

PHYSICAL DIMENSIONS

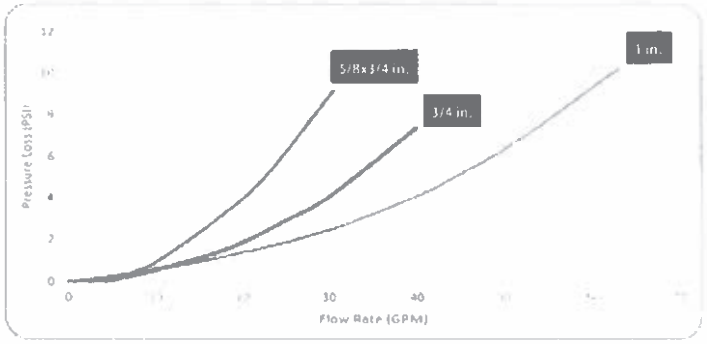
E-Series G2 Ultrasonic Meter Size	5/8 in.	5/8 x 3/4 in.	3/4 in. (7-1/2 in.)	3/4 in. (9 in.)	1 in.
Size Designation X Lay Length	5/8 × 7-1/2 in. (16 × 191 mm)	5/8 × 3/4 × 7-1/2 in. (16 × 19 × 191 mm)	3/4 × 7-1/2 in. (19 × 191 mm)	3/4 × 9 in. (19 × 229 mm)	1 × 10-3/4 in. (25 × 273 mm)
Bore Size	5/8 in. (16 mm)	3/4 in. (19 mm)	3/4 in. (19 mm)	3/4 in. (19 mm)	1 in. (25 mm)
Coupling Nut & Spud Thread (NPSM)	3/4 in. (19 mm) × 14 NPSM	1 in. (25 mm) × 11-1/2 NPSM	1 in. (25 mm) × 11-1/2 NPSM	1 in. (25 mm) × 11-1/2 NPSM	1-1/4 in. (32 mm) × 11-1/2 NPSM
Service Pipe Thread (NPSM)	1/2 in. (13 mm)	3/4 in. (19 mm)	3/4 in. (19 mm)	3/4 in. (19 mm)	1 in. (25 mm)
Tailpiece Pipe Thread (NPSM)	1/2 in. (13 mm)	3/4 in. (19 mm)	3/4 in. (19 mm)	3/4 in. (19 mm)	1 in. (25 mm)
Weight (without AMR)	TBD	2.7 lb (1.23 kg)	2.62 lb (1.19 kg)	2.86 lb (1.30 kg)	4.02 lb (1.82 kg)
See illustration below for Measurement Designations					
Length (A)	7.49 in. (190 mm)	7.46 in. (189 mm)	7.46 in. (189 mm)	8.93 in. (227 mm)	10.75 in. (273 mm)
Height (B)	2.95 in. (75 mm)	2.99 in. (76 mm)	2.99 in. (76 mm)	2.99 in. (76 mm)	3.19 in. (81 mm)
Height (C)	3.55 in. (90 mm)	3.66 in. (93 mm)	3.66 in. (93 mm)	3.69 in. (94 mm)	4.06 (103 mm)
Length (D)	3.74 in. (95 mm)	3.74 in. (95 mm)	3.74 in. (95 mm)	3.77 in. (96 mm)	3.94 (100 mm)
Width (E)	4.82 in. (122 mm)				

Measurement Designations



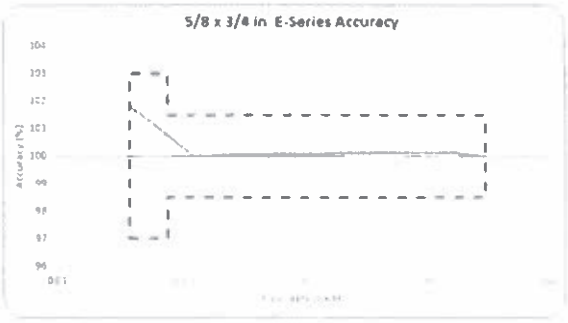
PRESSURE LOSS CHART

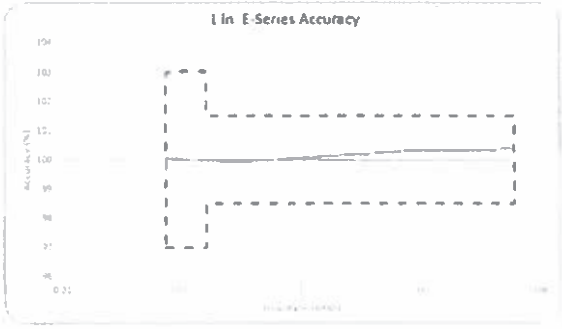
Chart represents typical meter performance. Rate of flow in gallons per minute (gpm).



ACCURACY CHARTS

Chart represents typical meter performance. Rate of flow in gallons per minute (gpm).





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Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Alternate

E-Series
Ultrasonic Flow Meters

E-Series® Ultrasonic Meter

Cold Water Stainless Steel Meter

DN15, DN20, DN25, DN32, DN40, DN50

DESCRIPTION

The E-Series® Ultrasonic meter uses solid-state technology in a compact, totally encapsulated, weatherproof and UV-resistant housing suitable for residential and commercial applications. Electronic metering provides information—such as rate of flow and reverse flow indication—and data not typically available through traditional mechanical meters and registers. Electronic metering eliminates measurement errors due to sand, suspended particles and pressure fluctuations.

E-Series Ultrasonic meter features:

- Minimum extended low-flow rate lower than typical positive displacement meters.
- Simplified one-piece electronic meter and register that are integral to the meter body and virtually maintenance free.
- Sealed, non-removable, tamper-protected meter and register.
- Easy-to-read, 9-digit LCD display presenting consumption, rate of flow, indicators and alarms.
- High resolution industry standard ASCII encoder protocol.

The meter is available with an in-line connector for full connectivity to AMR/AMI devices.

APPLICATIONS

Use the E-Series Ultrasonic meter for measuring potable cold water in residential, commercial and industrial services. The meter is also ideal for non-potable, reclaimed irrigation water applications or less than optimum water conditions where small particles exist.

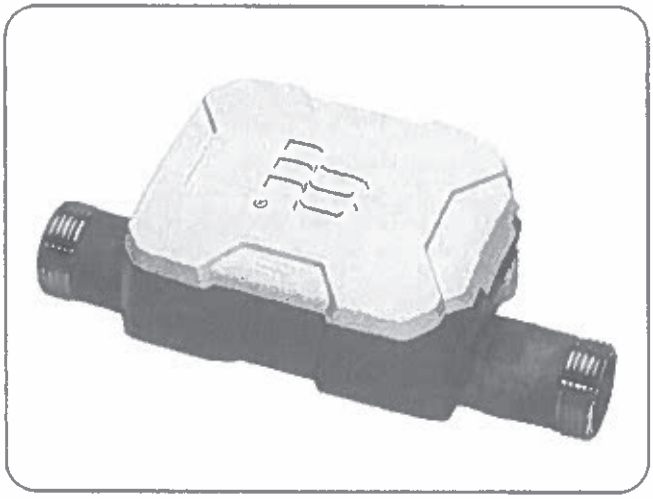
E-Series Ultrasonic meters meet and exceed ANSI/AWWA Standard C715 and OIML R49-1. The meters also comply with the lead-free provisions of the Safe Water Drinking Act and NSF/ANSI Standards 61 and 372.

OPERATION & PERFORMANCE

As water flows into the measuring tube, ultrasonic signals are sent consecutively in forward and reverse directions of flow. Velocity is then determined by measuring the time difference between the measurement in the forward and reverse directions. Total volume is calculated from the measured flow velocity using water temperature and pipe diameter. The LCD display shows total volume and alarm conditions and can toggle to display rate of flow.

In the normal temperature range of 7…50° C (45…122° F), the Ultrasonic "new meter" consumption measurement is accurate to:

- ± 2% from Q_2 to Q_4
- ± 5% from Q_1 to Q_2



CONSTRUCTION

E-Series Ultrasonic meters feature a stainless steel, lead-free meter housing, an engineered polymer and stainless steel metering insert, a meter-control circuit board with associated wiring, LCD and battery. Wetted elements are limited to the pressure vessel, polymer/stainless steel metering insert and the transducers.

The electronic components are housed and fully potted within a molded, engineered polymer enclosure, which is permanently attached to the meter housing. The transducers extend through the stainless steel housing and are sealed by O-rings.

The metering insert holds the stainless steel ultrasonic reflectors in the center of the flow area, enabling turbulence-free water flow through the tube and around the ultrasonic signal reflectors. The metering insert's patented design virtually eliminates chemical buildup on the reflectors, ensuring long-term metering accuracy.

METER INSTALLATION

The meter is completely submersible and can be installed using horizontal or vertical piping, with flow in the up direction. The meter will not measure flow when an "empty pipe" condition is experienced. An empty pipe is defined as a condition when the flow sensors are not fully submerged.

Badger Meter

ESM-DS-00240-EN-05 (June 2022)

Product Data Sheet

SPECIFICATIONS

E-Series Ultrasonic Meter	DN15		DN20		DN25		DN32	DN40	DN50
Size	15 mm (5/8 in.)	15 mm (5/8 in.)	20 mm (3/4 in.)	20 mm (3/4 in.)	25 mm (1 in.)	25 mm (1 in.)	32 mm (1-1/4 in.)	40 mm (1-1/2 in.)	50 mm (2 in.)
Nominal Flow Rate Q_3	2.5 m³/hr (11.0 gpm)	2.5 m³/hr (11.007 gpm)	4.0 m³/hr (17.6 gpm)	4.0 m³/hr (17.6 gpm)	6.3 m³/hr (28 gpm)	10.0 m³/hr (44 gpm)	10.0 m³/hr (44 gpm)	16.0 m³/hr (70 gpm)	25.0 m³/hr (110 gpm)
Overload Flow Rate Q_4	3.1 m³/hr (13.7 gpm)	3.125 m³/hr (13.759 gpm)	5.0 m³/hr (22.0 gpm)	5.0 m³/hr (22.0 gpm)	7.9 m³/hr (34.78 gpm)	12.5 m³/hr (55 gpm)	12.5 m³/hr (55 gpm)	20.0 m³/hr (88 gpm)	31.25 m³/hr (138 gpm)
Transitional Flow Rate Q_2	0.016 m³/hr (0.07 gpm)	0.01 m³/hr (0.044 gpm)	0.026 m³/hr (0.115 gpm)	0.016 m³/hr (0.07 gpm)	0.063 m³/hr (0.28 gpm)	0.064 m³/hr (0.28 gpm)	0.064 m³/hr (0.28 gpm)	0.102 m³/hr (0.45 gpm)	0.16 m³/hr (0.70 gpm)
Minimum Flow Rate Q_1	0.010 m³/hr (0.04 gpm)	0.006 m³/hr (0.027 gpm)	0.016 m³/hr (0.07 gpm)	0.01 m³/hr (0.04 gpm)	0.039 m³/hr (0.17 gpm)	0.04 m³/hr (0.18 gpm)	0.04 m³/hr (0.18 gpm)	0.064 m³/hr (0.28 gpm)	0.1 m³/hr (0.44 gpm)
Pressure Loss at Q_3	0.045 bar (6.0 psi)	0.045 bar (6.0 psi)	0.40 bar (6.0 psi)	0.40 bar (6.0 psi)	0.60 bar (8.7 psi)	0.60 bar (8.7 psi)	0.60 bar (8.7 psi)	0.40 bar (5.8 psi)	0.2 bar (2.90 psi)
Reverse Flow Maximum Rate	0.55 m³/hr (2.4 gpm)	0.55 m³/hr (2.4 gpm)	0.91 m³/hr (4.0 gpm)	0.91 m³/hr (4.0 gpm)	1.71 m³/hr (7.5 gpm)	1.71 m³/hr (7.5 gpm)	1.71 m³/hr (7.5 gpm)	3.2 m³/hr (14.0 gpm)	4.5 m³/hr (20 gpm)
R Value	250	400	250	400	250	250	250	250	250
Operating Performance	In the normal temperature range of 7…50° C (45…122° F), new meter consumption measurement is accurate to: • ± 2% from Q_2 to Q_4 • ± 5% from Q_1 to Q_2								
Storage Temperature	– 40…60° C (– 40…140° F)								
Maximum Ambient Storage (Storage for One Hour)	66° C (150° F)								
Measured-Fluid Temperature Range	1…60° C (34…140° F)								
Humidity	0…100% condensing; meter is capable of operating in fully submerged environments; IP68 rating								
Maximum Allowable Pressure	16 bar (232 psi)								
Register Type	Straight reading, permanently sealed electronic LCD; digits are 7 mm (0.28 in.) high								
Register Display	Consumption (up to nine digits) • Rate of flow • Alarms • Unit of measure factory programmed for gallons, cubic feet or cubic meters								
Register Capacity	• 10,000,000 gallons • 1,000,000 cubic feet • 100,000 cubic meters								
Totalization Display Resolution	• Gallons: 0.XX • Cubic feet: 0.XXX • Cubic meters: 0.XXXX								
Battery	3.6-volt lithium thionyl chloride; battery is fully encapsulated within the register housing and is not replaceable								

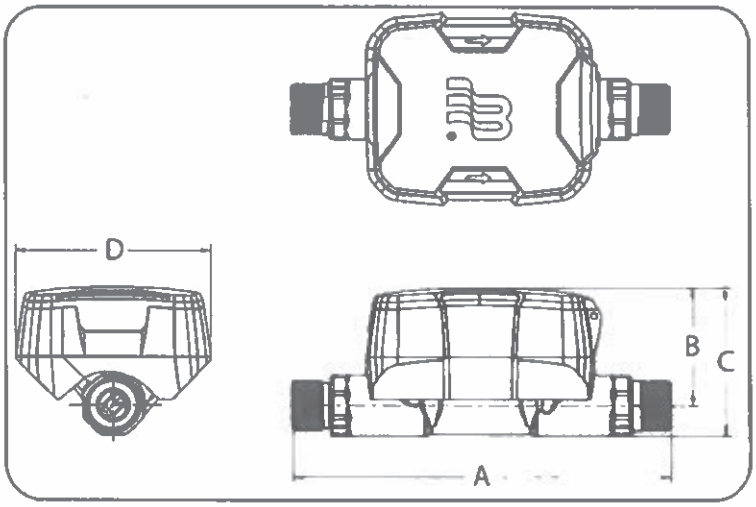
MATERIALS

Meter Housing	316 stainless steel
Register Housing & Lid	Engineered polymer
Metering Insert	Engineered polymer & stainless steel
Measuring Element	Pair of ultrasonic sensors located in the flow tube
Transducers	Piezo-ceramic device with wetted surface of stainless CrNiMo

PHYSICAL DIMENSIONS

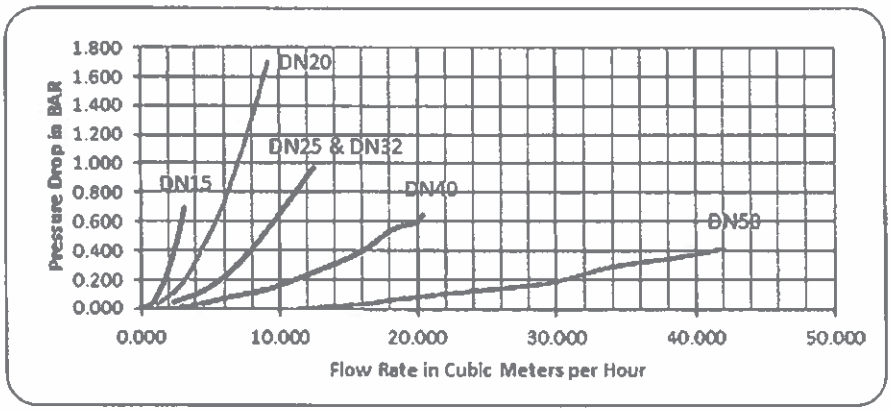
E-Series Ultrasonic Meter	DN15	DN20	DN25	DN25	DN32	DN40	DN50
Size	15 mm (5/8 in.)	20 mm (3/4 in.)	25 mm (1 in.)	25 mm (1 in.)	32 mm (1-1/4 in.)	40 mm (1-1/2 in.)	50 mm (2 in.)
Weight (without radio)	1.0 kg (2.2 lb)	0.95 kg (2.1 lb)	1.4 kg (3.1 lb)	1.4 kg (3.1 lb)	1.4 kg (3.1 lb)	2.7 kg (5.9 lb)	3.1 kg (6.8 lb)
See illustration below for Measurement Designations.							
Length (A)	165 mm (6.5 in.)	190 mm (7.5 in.)	200 mm (7.87 in.)	260 mm (10.25 in.)	260 mm (10.25 in.)	300 mm (11.8 in.)	270 mm (10.63 in.)
Height (B)	59.4 mm (2.3 in.)	61 mm (2.4 in.)	64 mm (2.5 in.)	64 mm (2.5 in.)	64 mm (2.5 in.)	71 mm (2.8 in.)	76.5 mm (3.0 in.)
Height (C)	75.9 mm (3.0 in.)	79 mm (3.1 in.)	85 mm (3.4 in.)	85 mm (3.4 in.)	85 mm (3.4 in.)	101 mm (4.0 in.)	114 mm (4.9 in.)
Width (D)	99 mm (3.9 in.)	99 mm (3.9 in.)	99 mm (3.9 in.)	99 mm (3.9 in.)	99 mm (3.9 in.)	99 mm (3.9 in.)	99 mm (3.9 in.)
Bore Size	20 mm (0.75 in.)	20 mm (0.75 in.)	25 mm (1.0 in.)	25 mm (1.0 in.)	25 mm (1.0 in.)	40 mm (1.5 in.)	50 mm (2 in.)
Coupling Nut & Spud Thread	G3/4B	G1B	G1-1/4B	G1-1/4B	G1-1/2B	G2B	G2-1/2B
Tailpiece Pipe Thread (BSP)	1/2 in.	3/4 in.	1 in.	1 in.	1-1/4 in.	1-1/2 in.	2 in.
Service Pipe Thread (BSP)	1/2 in.	3/4 in.	1 in.	1 in.	1-1/4 in.	1-1/2 in.	2 in.

MEASUREMENT DESIGNATIONS



PRESSURE LOSS CHART

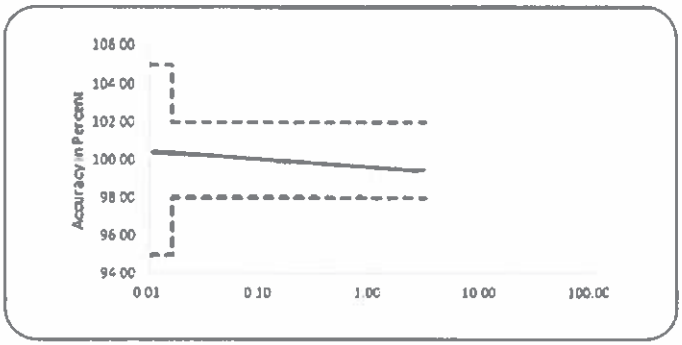
Rate of flow in cubic meters per hour (m^3/hr).



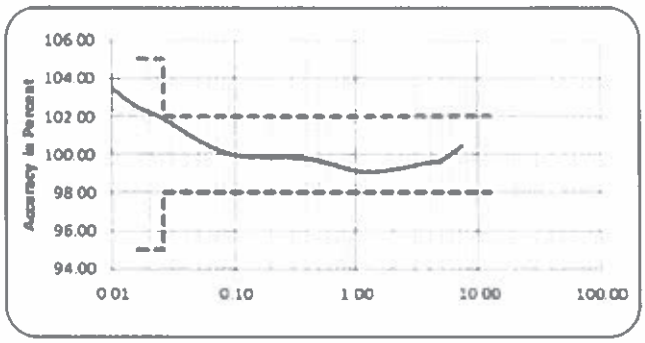
ACCURACY CHARTS

Rate of flow in cubic meters per hour (m³/hr).

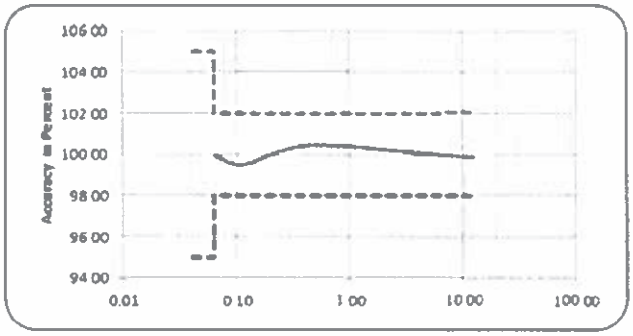
DN15 METER



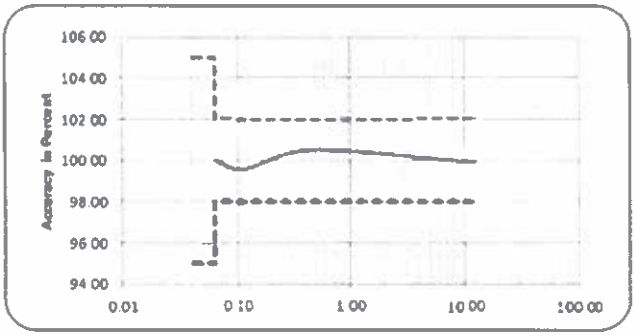
DN20 METER



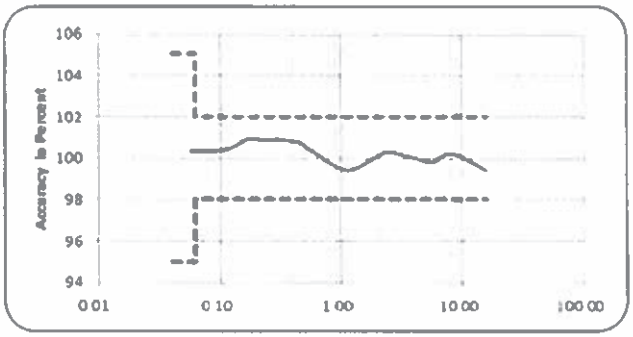
DN25 METER



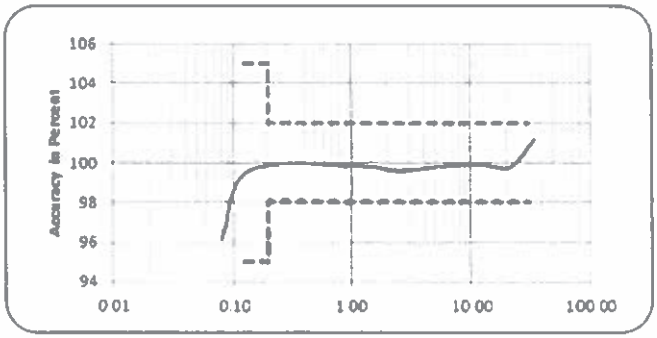
DN32 METER



DN40 METER



DN50 METER



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www.badgermeter.com

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

E-Series
Ultrasonic Flow Meters

E-Series® Ultrasonic Plus Meter

with Integrated Valve

5/8 × 3/4 in., 3/4 × 7-1/2 in., 3/4 × 9 in.

DESCRIPTION

The E-Series® Ultrasonic Plus meter uses solid-state ultrasonic transit time technology to measure cold potable water and incorporates an integrated valve into the lay length of the meter. The integrated valve allows remote flow restriction of water service in residential utility applications.

Authorized utility personnel can actuate the valve via a command sent from BEACON® SaaS (Software as a Service) to an ORION® Cellular endpoint connected to the meter.

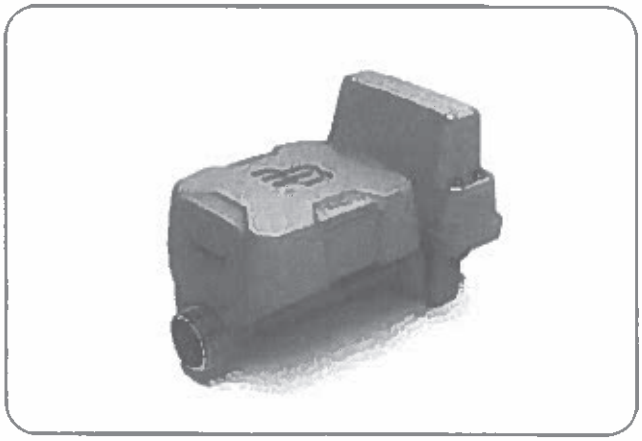
BEACON displays the status of the valve (open, partial or restricted) and upon a command to transition the valve, confirms the success of that actuation. Status of the valve is also indicated on the physical meter via a position-indicating LED.

E-Series Ultrasonic Plus meters comply with the lead-free provisions of the Safe Drinking Water Act, are certified to NSF/ANSI/CAN Standards 61 and 372, and carry the NSF 61 marking. All components of the meter comprise the certified system. E-Series Ultrasonic Plus meters comply with the applicable portions of the most recent revision of AWWA Standard C715.

All electronic components utilized in the meter and RF Transceiver design comply with applicable FCC Part 15 standards and AWWA C707 for encoded remote reading systems.

Features

- Delivers precision accuracies with extended flow ranges
- Gate valve integrated into standard lay length of meter—no cut-ins required
- Patented magnetically coupled valve to extend field life (US Patent No. 10,161,777.B2)
- Patented flow restriction valve technology supports open, restricted and partially restricted options (US Patent No. 8,539,827)
- Does not require infrastructure
- Valve position-indicating LED
- Fully submersible—electronics completely encapsulated to withstand harsh, flooded pit environments
- Low pressure loss
- Easy-to-read, 9-digit display presents consumption, rate of flow, reverse flow indication and alarms
- High resolution industry standard ASCII encoder protocol



APPLICATIONS

The E Series Ultrasonic Plus meter provides a cost-effective, non-confrontational, safe method for water utilities to temporarily restrict an end consumer's water service. The most common application is for authorized utility personnel to inhibit water service of repeat delinquent accounts to encourage prompt payment from the property owner. Other applications may include actuating the valve as tenants change, or accommodating end-customer requests for temporary water restriction.

CONSTRUCTION

The E-Series Ultrasonic Plus meter features lead-free bronze alloy meter housing, ultrasonic transducers, a meter-control circuit board with associated wiring, LCD, and battery. Electronic components are housed and fully potted within a molded, engineered polymer enclosure, which is attached to the meter housing. The transducers extend through the housing and are sealed by O-rings, enabling turbulence-free water flow through the tube. The open flow tube design prevents obstruction of flow to reduce pressure loss and provide long-term accuracy.

OPERATION AND PERFORMANCE

As water flows into the measuring tube, ultrasonic signals are sent consecutively, in forward and reverse directions of flow. Velocity is then determined by measuring the time difference between the measurement in the forward and reverse directions. Total volume is calculated from the measured flow velocity using water temperature and pipe diameter. The LCD shows total volume, rate of flow and alarm conditions.

Badger Meter

ESM-DS-02022-EN-07 (May 2023)

Product Data Sheet

6.1.b

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Packet Pg. 851

A battery-powered DC motor module drives the dry-side magnetic coupling that is completely separated from the pressure vessel. The dry-side magnet couples to a mating wet-side magnetic assembly consisting of a magnetic disc, power screw and gate. The combined dry-side and wet-side magnetic coupling transfers torque from the motor to turn the power screw inside the pressure vessel, which ultimately drives the gate into the open, restricted* or partially restricted positions based on a command prompted by the connected ORION Cellular endpoint via BEACON. If necessary, actuation of the valve can be also be performed at the meter site.

System screens within BEACON indicate the position of the valve and record the date and time for all valve actuations. In addition, the position of the valve can also be determined by physical inspection of the meter via the valve position LED.

** When the valve is in restricted position, typical water flow is restricted to 0.125 gpm (0.03 m³/hr) or less for humanitarian, life-sustaining measures.*

INSTALLATION

The E-Series Ultrasonic Plus meter is completely submersible and can be installed using horizontal or vertical piping, with flow in the up direction.

The meter will not measure flow when an empty pipe (flow sensors are not fully submerged) condition is experienced.

SPECIFICATIONS

E-Series Ultrasonic Plus Meter Size	**5/8 in. x 3/4 in. (15 mm)**	**3/4 in. (20 mm)**
Normal Test Flow Limits	0.1…25 gpm (0.023… 5.68 m³/h)	0.1…32 gpm (0.023… 7.27 m³/h)
Minimum Test Flow Limits	0.05 gpm (0.014 m³/h)	0.05 gpm (0.014 m³/h)
Safe Maximum Operating Condition (SMOC)	25 gpm (5.68 m³/hr)	32 gpm (7.27 m³/hr)
Typical Pressure Loss	4.0 psi at 15 gpm (0.28 bar at 3.41 m³/h)	2.8 psi at 15 gpm (0.19 bar at 3.41 m³/hr)
Reverse Flow - Maximum Rate	4.0 gpm (0.91 m³/hr)	4.0 gpm (0.91 m³/hr)
Operating Performance	In the normal temperature range of 45…122° F (7…50° C), new meter consumption measurement is accurate to: • ±1.5% over the normal flow range • ±3.0% from the extended low flow range to the minimum flow value	
Typical Flow Rate in Restricted Position*	0.125 gpm (0.03 m³/hr) or less for humanitarian, life-sustaining measures	
Typical Flow Rate in Partially Restricted Position*	1.0 gpm ± 0.5 gpm (0.227 m³/hr ± 0.114 m³/hr)	
Storage Temperature	– 40…140° F (– 40…60° C)	
Maximum Ambient Storage (Storage for One Hour)	150° F (66° C)	
Measured-Fluid Temperature Range	34…140° F (1…60° C)	
Humidity	0…100% condensing; meter is capable of operating in fully submerged environments	
Maximum Operating Pressure of Meter Housing	175 psi (12 bar)	
Register Type	Straight reading, permanently sealed electronic LCD; digits are 0.28 in. (7 mm) high	
Register Display	• Consumption (up to nine digits) • Rate of flow • Alarms • Unit of measure factory programmed for gallons, cubic feet and cubic meters	
Register Capacity	• 10,000,000 gallons • 1,000,000 cubic feet • 100,000 cubic meters	
Totalization Display Resolution	• Gallons: 0.XX • Cubic feet: 0.XXX • Cubic meters: 0.XXXX	
Meter Battery	3.6-volt lithium thionyl chloride battery is fully encapsulated within the register housing and is not replaceable; 20-year battery life	
Valve Battery	3.6 volt lithium thionyl chloride battery within the power module; 20-year battery life, based upon 480 actuations	

** "Typical Flow Rate" based on 60 psi (4 bar) at the meter*

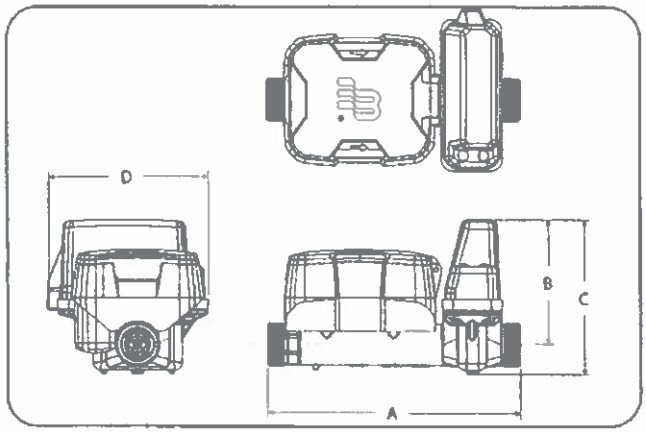
MATERIALS

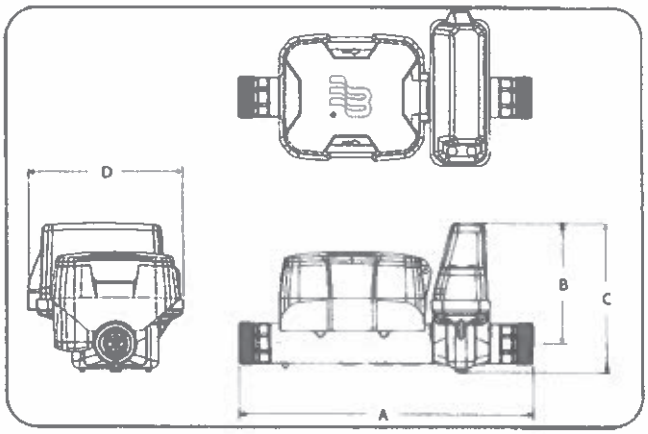
Meter Housing	Lead-free bronze alloy
Valve Bonnet	Lead-free bronze alloy
Bonnet Seal	EPDM O-ring
Register Housing	Engineered polymer
Power Control Module Housing	Engineered polymer
Gate	PTFE
Power Screw	316 stainless steel

PHYSICAL DIMENSIONS

E-Series Ultrasonic Plus Meter Size	**5/8 in. x 3/4 in. (15 mm)**	**3/4 in. (20 mm)**	
Size Designation X Lay Length	5/8 in. x 3/4 in. x 7-1/2 in. (15.9 mm x 19 mm x 190.5 mm)	3/4 in. x 7-1/2 in. (19 mm x 190.5 mm)	3/4 in. x 9 in. (19 mm x 228.6 mm)
Weight (without endpoint)	4.2 lb (1.91 kg)	4.2 lb (1.91 kg)	4.4 lb (1.99 kg)
See illustration below for Measurement Designations			
Length (A)	7.5 in. (190.5 mm)	7.5 in. (190.5 mm)	9.0 in. (228.6 mm)
Height (B)	3.69 in. (93.73 mm)	3.69 in. (93.73 mm)	3.69 in. (93.73 mm)
Height (C)	4.57 in. (116.08 mm)	4.57 in. (116.08 mm)	4.57 in. (116.08 mm)
Width (D)	4.728 in. (120.09 mm)	4.728 in. (120.09 mm)	4.728 in. (120.09 mm)
Bore Size	3/4 in. (19 mm)	3/4 in. (19 mm)	3/4 in. (19 mm)
Coupling Nut & Spud Thread	1 in. x 11-1/2 NPSM	1 in. x 11-1/2 NPSM	1 in. x 11-1/2 NPSM
Tailpiece Pipe Thread (NPT)	3/4 in. (19 mm)	3/4 in. (19 mm)	3/4 in. (19 mm)
Service Pipe Thread (NPT)	3/4 in. (19 mm)	3/4 in. (19 mm)	3/4 in. (19 mm)

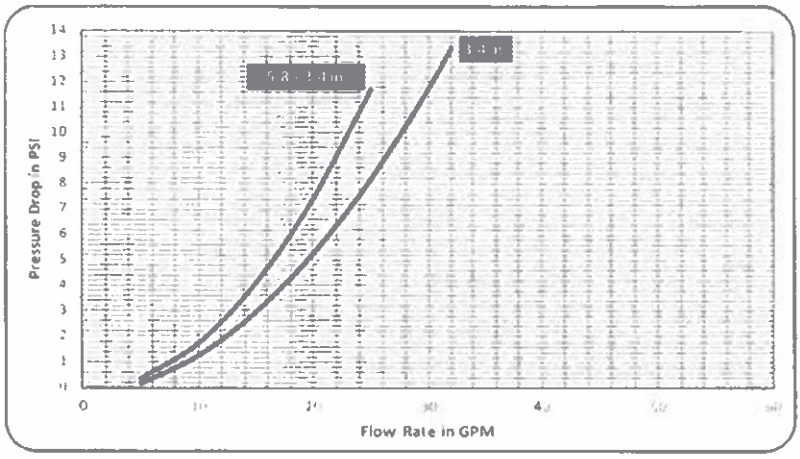
Measurement Designations





PRESSURE LOSS CHART

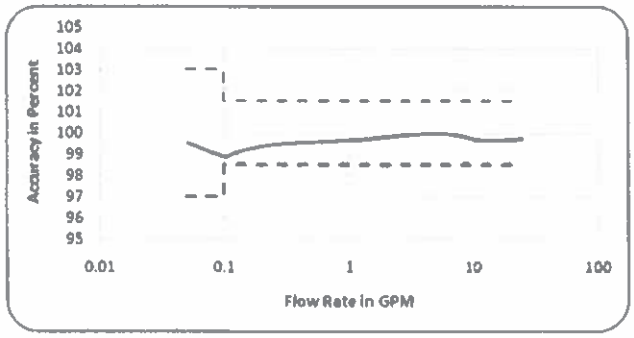
Typical Rate of Flow in Gallons per Minute (gpm)



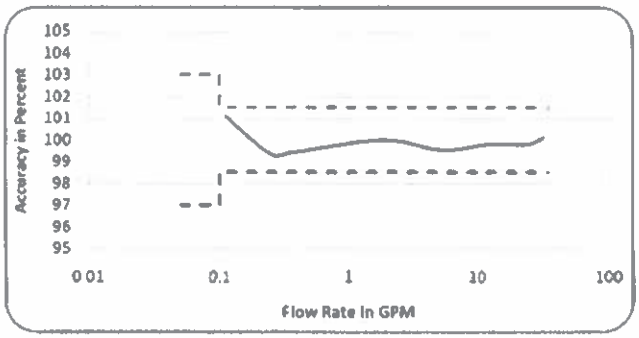
ACCURACY CHARTS

Typical Curve—Rate of Flow in Gallons per Minute (gpm)

5/8 x 3/4 in. Meter



3/4 in. Meter



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Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Badger Meter | HR-E High Resolution Encoder

DESCRIPTION

Applications: The High Resolution Encoder (HR-E) is designed for use with all current Recordall® Disc, Turbo, Compound, Combo and Fire Series meters and assemblies. The HR-E provides connectivity with Badger Meter ORION® and GALAXY® AMR/AMI endpoints, BadgerTouch® modules and other AMR/AMI technology solutions approved by Badger Meter.

Electronic Resolution: Encoder output from the HR-E includes eight-dial resolution to AMR/AMI endpoints and the option of four, five, six, seven or eight-dial resolution for touch applications. Refer to tables on the next page for details.

Mounting: The HR-E in its shroud assembly uses a bayonet mount compatible with all Recordall Disc, Turbo, Compound and Fire Series meters and assemblies. The bayonet mount allows positioning of the register in any of four orientations for visual reading convenience. The HR-E can be removed from the meter without disrupting water service.

Magnetic Drive: A direct-drive, high-strength magnetic coupling, through the meter body to the wetted magnet, provides reliable and dependable register coupling.

Local Indication: The HR-E face features an eight-dial mechanical odometer wheel stack and a flow finder with a calibrated test circle.

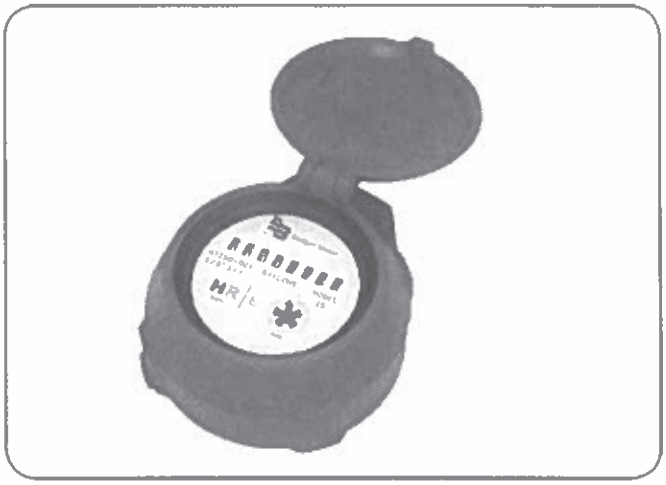
Tamper-Resistant Features: Unauthorized removal of the HR-E is inhibited by the option of a tamper detection seal wire screw, tamper-resistant TORX® seal screw, or the proprietary tamper-resistant keyed seal screw. Each can be installed at the meter site or at the factory.

Construction: The housing of the HR-E is constructed of a strengthened glass lens top and a corrosion-resistant metal bottom. Internal construction materials are thermoplastic for long life and high reliability. The encoder gearing is self-lubricating thermoplastic to minimize friction and provide long, reliable life. The shroud assembly is thermoplastic.

Temperature: The operating range of the HR-E is – 40…140° F (– 40…60° C). The water meter should not be subjected to temperatures below freezing.

Sealing: The HR-E encoder is permanently sealed to eliminate the intrusion of moisture, dirt or other contaminants. The HR-E achieves true water resistance due the unique adhesive technology used to seal the glass dome to the corrosion-resistant metal bottom. Due to this sealing process, the HR-E exceeds all applicable requirements of AWWA Standard C707. With leak rates less than 10-6 cc/sec, as tested by a helium mass spectrometer, the HR-E is suitable for installation in all environments, including meter pits subject to continuous submergence.

Electrical: The electronic circuitry is designed to provide immunity to electrical surges and transients per IEC1000-4-2, IEC1000-4-4. Operation of the HR-E is dependent on the wire length limitations of connected AMR/AMI equipment.



SPECIFICATIONS

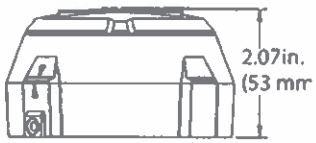
Encoder Type	Straight reading, permanently sealed, magnetic drive
Unit of Measure	U.S. Gallons, Cubic Feet, Cubic Meters, clearly identified on encoder face
Number Wheels	Eight with 5/32 inch high numerals
Test Circle	360° circle with ten major increments, ten divisions each
Weight	10 ounces
Humidity	0…100% condensing when equipped with potted lead wire, 0…95% non-condensing with screw-terminal wire connections
Temperature	– 40…140° F (– 40…60° C)
Signal Output	Industry Standard ASCII Format
Visual Resolution	1/100th of Test Circle
Electronic Resolution	8-dial resolution for AMR/AMI; 4, 5, 6, 7 or 8-dial resolution for BadgerTouch
Signal Type	3-wire synchronous for AMR/AMI solutions (red=clock/power, black=ground, green=data) 2-wire asynchronous for Touch solutions
Power Source	External

Operating Characteristics: The reading obtained by an AMR/AMI device is sensed directly from the position of the encoder's odometer using internal LED light paths to determine the exact position of each number wheel. This technology eliminates electromechanical contacts that could wear out, and provides greater long-term performance.

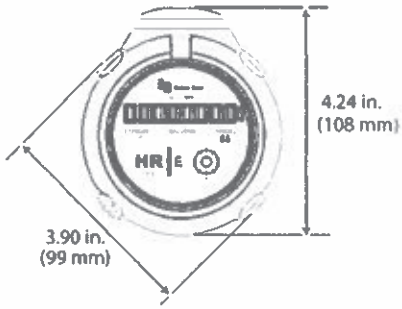
Wire Connections: The HR-E is available with an in-line connector for easy connection and installation to AMR/AMI endpoints. It is also available with a flying lead for a field splice connection or fully prewired to an AMR/AMI endpoint. A terminal screw version of the HR-E is also available. This version features a tamper resistant cap over the three-wire terminals. The HR-E with terminal screws is designed for indoor installations in protected environments such as residential basements.

Product Data Sheet

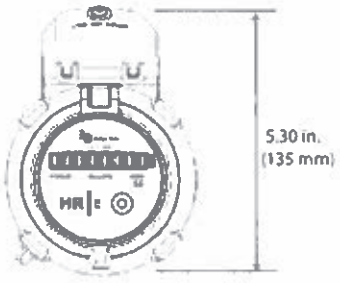
DIMENSIONAL DRAWINGS



Side view



With wire lead



With terminal screws

Top view

MEASUREMENT RESOLUTION

The minimum electronic resolution of the HR-E is as noted below (8-Dial Reading). To verify the correct resolution for your application, contact Badger Meter Customer Service.

Recordall Disc Series	Size (in.)	8-Dial Resolution (gal)	8-Dial Resolution (ft³)	8-Dial Resolution (m³)
M25/MLP	5/8	0.1	0.01	0.001
M25/MLP	3/4	0.1	0.01	0.001
M35	3/4	0.1	0.01	0.001
M40	1	0.1	0.01	0.001
M55	1	0.1	0.01	0.001
M70	1	0.1	0.01	0.001
M120	1-1/2	1	0.1	0.01
M170	2	1	0.1	0.01

Fire Service Series	8-Dial Resolution (gal)	8-Dial Resolution (ft³)	8-Dial Resolution (m³)
3 in.	1	0.1	0.01
4 in.	1	0.1	0.01
6 in.	10	1	0.1
8 in.	10	1	0.1
10 in.	10	1	0.1

Recordall Turbo Series	Size (in.)	8-Dial Resolution (gal)	8-Dial Resolution (ft³)	8-Dial Resolution (m³)
T160	1-1/2	1	0.1	0.01
T200	2	1	0.1	0.01
T450	3	1	0.1	0.01
T1000	4	1	0.1	0.01
T2000	6	10	1	0.1
T3500	8	10	1	0.1
T5500	10	10	1	0.1
T6200	12	100	10	0.1
T6600	16	100	10	1
T10000	20	100	100	1

Recordall Compound Series	Size (in.)	8-Dial Resolution (gal)	8-Dial Resolution (ft³)	8-Dial Resolution (m³)
High Side T200	2	1	0.1	0.01
Low Side M25	2	0.1	0.01	0.001
High Side T450	3	1	0.1	0.01
Low Side M25	3	0.1	0.01	0.001
High Side T1000	4	1	0.1	0.01
Low Side M35	4	0.1	0.01	0.001
High Side T2000	6	10	1	0.1
Low Side M35	6	0.1	0.01	0.001

Resolution stated as individual high and low readings.

Making Water Visible®

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ORION®
Cellular/Fixed Network Solutions

ORION® Cellular Water Endpoints

DESCRIPTION

ORION® Cellular water endpoints are innovative, two-way endpoints for smart water applications. The endpoints utilize existing IoT (Internet of Things) cellular infrastructure to efficiently and securely deliver meter reading data to the utility in a Network as a Service (NaaS) approach. Leveraging existing cellular infrastructure, the NaaS solution offers all the performance benefits of AMI, while eliminating network-related maintenance and technology concerns and enhancing deployment flexibility.

Cellular endpoints are members of the time-tested ORION family of products from Badger Meter, designed for maximum flexibility. Since 2002, the ORION product family has provided comprehensive Advanced Metering Analytics (AMA) for interval meter reading and data capture using both one-way and two-way communications.

FUNCTIONALITY

Operation: ORION Cellular water endpoints communicate with the encoder and capture 15-minute interval read data and meter status information. The endpoints then automatically broadcast the information, including endpoint status information, via the cellular network to BEACON® Software as a Service (SaaS). ORION NaaS is powered by the proven ORION system for interval data capture and two-way communication. The solution employs cellular endpoints which, as they leverage the public cellular network and require no proprietary gateways to operate, dramatically reduce infrastructure requirements compared to a traditional fixed network. This speeds installations and simplifies expansion as a system evolves.

The endpoints are designed to call in four times each workday and feature a configurable schedule that enables utility customers to select call-in times that best support their processes.

Activation: ORION Cellular water endpoints are shipped in an inactive, non-transmitting state. The Badger Meter IR Communication Device can be used to activate the endpoints and verify the encoder connection. Successful endpoint function can be confirmed through a web app demonstrating that communication has been verified to both the encoder and the network.

Alternatively, the endpoints offer a Smart Activation feature. After installation, the endpoints begin broadcasting data when the encoder senses the first usage of water. No field programming or special tools are required.

Broadcast Mode: ORION Cellular water endpoints broadcast fixed network reading data through the secure cellular network within the service area.

Specific configurations also transmit a radio frequency (RF) message to facilitate troubleshooting in the field. See *"Configurations" on page 2*

Data Storage: The endpoints store 42 days of 15-minute data.

ORION Cellular C endpoint (pictured)

Output Message: ORION Cellular water endpoints broadcast a unique serial number, meter reading data, and applicable status indicators. As an advanced data security measure, each message is securely transported to BEACON SaaS only via private network and never over the public internet.

APPLICATION

Configurations: ORION Cellular water endpoints are multi-purpose endpoints that can be deployed in indoor, outdoor and pit (non-metal pit lid) applications. The electronics and battery assembly are fully encapsulated in epoxy for environmental integrity. The endpoint is available with a connector assembly for ease of installation.

Meter Compatibility: When attached to a Badger Meter High Resolution Encoder, the ORION Cellular water endpoint is compatible with all current Badger Meter Recordall® Disc, Turbo Series, Compound Series, Combo Series and Fire Service meters and assemblies, and with E-Series G2® Ultrasonic, E-Series® Ultrasonic, E-Series® Ultrasonic Plus, and ModMAG® electromagnetic flow meters.

Encoder Compatibility: The ORION Cellular water endpoint is suitable for use with a Badger Meter High Resolution Encoder as well as the following Badger Meter approved three-wire encoder registers that have a manufacture date within 10 years of the current date as long as the encoder has three wires connected to it and is programmed into the three-wire output mode for AMR/AMI: Honeywell® (Elster/ABB) ScanCoder, evoQ4 meter with Sensus® protocol module; Master Meter® Octave® Ultrasonic meter encoder output; Metron-Farnier Hawkeye; Mueller Systems 420 Solid State Register (SSR) LCD; Neptune® ProRead, E-Coder®, ARB-V®, and ProCoder; and Sensus iPerl®.

Badger Meter

ORI-DS-02957-EN-11 (October 2023)

Product Data Sheet

SPECIFICATIONS

Dimensions	5.125 in. (130 mm) (H) 1.75 in. (44 mm) Diameter at top 2.625 in. (W) x 2.875 in. (D) at base (67 mm (W) x 73 mm (D) at base)
Broadcast Network	LTE-M cellular network (primary communication technology)
	NB-IoT (secondary communication technology for certain variants)
RF Message for Troubleshooting	Where available (see table below) frequency is FCC-regulated 902…928 MHz frequency hopping modulation
Operating Temperature Range • Storage, Meter Reading and RF Message (for troubleshooting)	–40…60° C (–40…140° F)
• Cellular Communications	–20…60° C (–4…140° F)
Humidity	0%…100% condensing
Battery	One (1) lithium thionyl chloride D cell (nonreplaceable)

Construction: All ORION Cellular water endpoints are housed in an engineered polymer enclosure with an ORION RF board, battery and antenna. For long-term performance, the enclosure is fully potted to withstand harsh environments and to protect the electronics in flooded or submerged pit applications.

Wire Connections: ORION Cellular water endpoints are available with inline connectors (Twist Tight® or Nicor®) for easy installation and connection to compatible encoders/meters. The endpoints are also available with flying leads for field splice connections. Other wire connection configurations may be available upon request.

FEATURES

Smart City Ready	Future-proof technology
Communication Type	Two-way
Application Type	Control/Monitor
Endpoint Communication	Configurable call-in schedule, up to four times each workday
Reading Interval Type	15-minute
Encoder Compatibility	Absolute
Fixed Network Reading	✓
Cut-Wire Indication	✓
Encoder Error	✓
Low Battery Indication	✓
Remote Clock Synchronization	✓
Firmware Upgrades	✓

CONFIGURATIONS

Endpoint	Notes
ORION Cellular C	Includes RF and IR messages for troubleshooting
ORION Cellular HLD	Includes RF and IR messages for troubleshooting
ORION Cellular LTE-M	Includes RF and IR messages for troubleshooting

NOTE: For the ORION Cellular LTE-MP endpoint, see the *ORION Cellular LTE-MP Endpoint product data sheet*, available at *www.badgermeter.com*.

License Requirements: ORION Cellular water endpoints comply with Part 15, Part 22, Part 24, and Part 27 of the FCC Rules. No license is required by the utility to operate an ORION meter reading system. This device complies with Industry Canada license-exempt RSS standard(s).

Transportation: **WARNING** The operation of transmitters and receivers on airlines is strictly prohibited by the Federal Aviation Administration. As such, the shipping of radios and endpoints via air is prohibited. Please follow all Badger Meter return and/or shipping procedures to prevent exposure to liability.

Warning: To reduce the possibility of electrical fire and shock hazards, never connect the cable from the endpoint to any electrical supply source. The endpoint cable provides SELV low voltage limited energy power to the load and should only be connected to passive elements of a water meter register.

Caution: Endpoint batteries are *not* replaceable. Users should make no attempt to replace the batteries. Changes or modifications to the equipment that are not expressly approved by Badger Meter could void the user's authority to operate the equipment.

SMART WATER IS *BADGER METER*

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WARRANTY DOCUMENTATION

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Badger Meter | Lead-Free Bronze Disc Meters

PRODUCTS COVERED

This warranty shall apply to all Recordall® Lead-Free Bronze Disc Meters, models 25 through 170, when used to measure potable water, including the registers used with these meters (collectively "Product") sold on or after January 25, 2019. This warranty is extended only to utilities, municipalities, other commercial users and authorized Badger Meter, Inc. distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter warrants Product to be free from defects in materials and workmanship appearing within the following time frames and those listed in the table below:

Housings
Twenty-five (25) years and six (6) months after shipment from Badger Meter.

Local Registers Supplied with the Meters Listed Herein
Twenty-five (25) years and six (6) months after shipment from Badger Meter.

	AWWA New Meter Accuracy	AWWA Repaired Meter Accuracy (AWWA M6 Manual)	Badger Meter Extended Low Flow Meter Accuracy
Recordall Meter Model, Size	*The meter product will meet or exceed new meter accuracy standards set forth in AWWA Standard C700 for the following periods:*	*The meter product will meet or exceed repaired meter accuracy standards set forth in AWWA Manual M-6, Chapter 5, Table 5.3 for the following periods:*	*Badger Meter further warrants the meter product to meet or exceed the following extended low flow accuracies in excess of AWWA standard:*
Model 25, 5/8 in. and 5/8 x 3/4 in.	Five (5) years from date of shipment or registration of 750,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 2,500,000 gallons, whichever occurs first, with a 25 gpm safe maximum operating capacity and a 15 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 98.5% at a rate of 1/4 gpm and low flow accuracy of 95.0% at a rate of 1/8 gpm for five (5) years from date of shipment or registration of 675,000 gallons, whichever occurs first.
Model 35, 3/4 in.	Five (5) years from date of shipment or registration of 750,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 2,500,000 gallons, whichever occurs first, with a 35 gpm safe maximum operating capacity and a 25 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 97% at a rate of 3/8 gpm for five (5) years from date of shipment or registration of 675,000 gallons, whichever occurs first.
Model 55, 1 in.	Five (5) years from date of shipment or registration of 1,000,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 3,000,000 gallons, whichever occurs first, with a 55 gpm safe maximum operating capacity and a 40 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 1/2 gpm for three (3) years from date of shipment or registration of 575,000 gallons, whichever occurs first.
Model 70, 1 in.	Five (5) years from date of shipment or registration of 1,100,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 3,250,000 gallons, whichever occurs first, with a 70 gpm safe maximum operating capacity and a 50 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 3/4 gpm for three (3) years from date of shipment or registration of 1,100,000 gallons, whichever occurs first.
Model 120, 1-1/2 in.	Two (2) years from date of shipment or registration of 1,600,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 5,600,000 gallons, whichever occurs first, with a 120 gpm safe maximum operating capacity and a 80 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 1-1/4 gpm for two (2) years from date of shipment or registration of 1,440,000 gallons, whichever occurs first.
Model 170, 2 in.	Two (2) years from date of shipment or registration of 2,100,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 10,400,000 gallons, whichever occurs first, with a 170 gpm safe maximum operating capacity and a 100 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 1-1/2 gpm for two (2) years from date of shipment or registration of 1,890,000 gallons, whichever occurs first.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. Any eligible Product repaired or replaced by Badger Meter will retain the original Product's warranty based on the original Product purchase date, at Badger Meter's sole discretion. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C700 and AWWA M6 Manual, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical and/or operational literature, or which have been exposed to adverse installation conditions, damaged by any water conditions and/or water quality, including but not limited to foreign matter in the water such as dirt, sand, minerals, debris, deposits, biofilms, extreme corrosivity, or other impurities, or which have been subject to passage of high-speed air slugs, vandalism, negligence, accident, acts of God, alteration, improper installation, operation or repair, or other circumstances which are beyond the reasonable control of Badger Meter. With respect to Product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price.
BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Badger Meter

E-Series G2® Ultrasonic Meter

Lead-Free Bronze Alloy Meters, 3, 4, 6, 8 inch

PRODUCTS

This warranty shall apply to all Badger Meter E-Series G2® Ultrasonic lead-free meters, sizes 3 inch, 4 inch, 6 inch and 8 inch, when used to measure potable cold water, and the internal encoder and battery used with these meters (collectively "Product"), sold on or after December 15, 2021. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter, Inc. ("Badger Meter") warrants Product to be free from defects in materials and workmanship appearing within the following time frames.

Housing

Ten (10) years and six (6) months after shipment from Badger Meter.

Electronics (Battery, Registration, Transducer)

Ten (10) years and six (6) months after shipment from Badger Meter.

Pressure Sensor

Five (5) years and six (6) months after shipment from Badger Meter.

METER ACCURACY

The Product will meet or exceed all applicable specifications outlined in AWWA Standard C715 in addition to meeting meter accuracy of ±1.5% for the published ranges set forth in Badger Meter's current published product data sheet for ten (10) years from the date of shipment from Badger Meter.

EXTENDED LOW-FLOW METER ACCURACY

Badger Meter further warrants the Product will meet extended minimum test flow accuracy of ± 3% for the published ranges set forth in Badger Meter's current published data sheet for ten (10) years from date of shipment from Badger Meter.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. Any eligible Product repaired or replaced by Badger Meter will retain the original Product's warranty based on the original Product purchase date, at Badger Meter's sole discretion. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter, or read by equipment not explicitly approved or licensed by Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C715 and AWWA M6 Manual, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical and/or operational literature, or which, as determined at Badger Meter's sole discretion, have affected the ability of the Product to perform, including, but not limited to: exposure to adverse installation conditions; misuse; vandalism; negligence; accident; acts of God; alteration; improper installation, operation or repair; damage from passage of high-speed air slugs; damage by water quality conditions, including but not limited to: aggressive water, foreign matter, biofilms, or extreme corrosivity; damage caused by actions not in accordance with the intended use; or other circumstances which are beyond the reasonable control of Badger Meter, as determined at Badger Meter's sole discretion. With respect to product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier of product.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

E-Series and E-Series G2 are registered trademarks of Badger Meter, Inc. Other trademarks appearing in this document are the property of their respective entities.
Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists. © 2021 Badger Meter, Inc. All rights reserved.

Badger Meter

Recordall® Disc and Turbo Series Meters for Reclaimed Water

PRODUCTS COVERED

This warranty shall apply to all Recordall® bronze disc meters, models 25 through 170, and Turbo Series meters, 1-1/2 inch through 12 inch, when used to measure non-potable water, and the local registers used with these meters (collectively "Product") sold on or after September 15, 2014. This warranty is extended only to utilities, municipalities, other commercial users and authorized Badger Meter, Inc. distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter warrants Product to be free from defects in materials and workmanship for one (1) year and six (6) months after shipment from Badger Meter.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. The obligation hereunder of Badger Meter shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing original product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by any party other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standards C700 or C701 as applicable, except the requirements relating to potable water.

The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in Badger Meter Product technical literature, or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration, or other circumstances which are beyond the reasonable control of Badger Meter. With respect to Product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of title).

Any description of the Product, whether in writing or made orally by Badger Meter or Badger Meter agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or agents of Badger Meter regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability. The liability of Badger Meter with respect to breaches of the foregoing warranty shall be limited as stated herein. The liability of Badger Meter shall in no event exceed the contract price. **BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER.**

Recordall® Disc and Turbo Series Meters for Reclaimed Water

***SMART WATER IS** BADGER METER*

www.badgermeter.com

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Alternate

Badger Meter

E-Series® Ultrasonic Meter

Cold Water Lead-Free Meters
5/8, 5/8 x 3/4, 3/4, 1 inch

PRODUCTS

This warranty shall apply to all Badger Meter E-Series® Ultrasonic lead-free meters (stainless steel, bronze alloy or engineered polymer), sizes 5/8 inch, 5/8 x 3/4 inch, 3/4 inch, and 1 inch, when used to measure potable water and the internal register/encoder and battery used with these meters (collectively "Product"), sold on or after June 28, 2021. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter, Inc. ("Badger Meter") warrants Product to be free from defects in materials and workmanship appearing within the earlier of the following time frames.

Lead-Free Housings

Twenty (20) years and six (6) months after shipment from Badger Meter.

Electronics, Battery, Transducers, and Register/Encoder Supplied with the Meters Listed Herein

Twenty (20) years and six (6) months, prorated, after shipment from Badger Meter.

This warranty is prorated as follows: For the first ten (10) years of the warranty the Product is replaced at no charge, and the warranty is prorated at price discounts during the last ten (10) years of the warranty.

Specifically, Badger Meter will repair or replace, at its discretion, a non-performing Product at no cost during the first ten (10) years of the warranty and at prorated price discounts during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the Product list prices in effect at the time of Product return and according to the following prorated price discount schedule:

- Years 11 through 12—75% discount
- Years 13 through 15—50% discount
- Year 16—40% discount
- Year 17—30% discount
- Year 18—20% discount
- Years 19 through 20—10% discount

Replacement Products are warranted for and under the balance of the original applicable Product warranty.

Pressure Sensor

Five (5) years and six (6) months after shipment from Badger Meter.

This warranty is only applicable for the bronze E-Series G2® Ultrasonic meter with the optional pressure sensor installed.

METER ACCURACY

The Product will meet or exceed all applicable specifications outlined in AWWA Standard C715 in addition to meeting meter accuracy of ±1.5% for the published ranges set forth in Badger Meter's current published product data sheet for twenty (20) years from the date of shipment from Badger Meter.

EXTENDED LOW-FLOW METER ACCURACY

Badger Meter further warrants the Product will meet extended minimum test flow accuracy of ±3% for the published ranges set forth in Badger Meter's current published product data sheet for twenty (20) years from the date of shipment from Badger Meter.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. Any eligible Product repaired or replaced by Badger Meter will retain the original Product's warranty based on the original Product purchase date, at Badger Meter's sole discretion. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter, or read by equipment not explicitly approved or licensed by Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C715 and AWWA M6 Manual, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product

Badger Meter Warranty

technical and/or operational literature, or which, as determined at Badger Meter's sole discretion, have affected the ability of the Product to perform, including, but not limited to: exposure to adverse installation conditions; misuse; vandalism; negligence; accident; acts of God; alteration; improper installation, operation or repair; damage from passage of high-speed air slugs; damage by water quality conditions, including but not limited to: aggressive water, foreign matter, biofilms, or extreme corrosivity; damage caused by actions not in accordance with the intended use; or other circumstances which are beyond the reasonable control of Badger Meter, as determined at Badger Meter's sole discretion. With respect to product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier of product.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

E-Series and Smart G2 are registered trademarks of Badger Meter, Inc. Other trademarks appearing in this document are the property of their respective entities. Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice except to the extent an outstanding contractual obligation exists. © 2021 Badger Meter, Inc. All rights reserved.

Alternate

Badger Meter

E-Series® Ultrasonic Meters

Lead-Free Meters

DN15, DN20, DN25, DN32, DN40, DN50

PRODUCTS

This warranty shall apply to all Badger Meter E-Series® Ultrasonic lead-free meters, sizes DN15, DN20, DN25, DN32, DN40 and DN50, used to measure potable water, and the internal register/encoder and battery used with these meters (collectively "Product"), sold on or after June 6, 2022. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter, Inc. ("Badger Meter") warrants Product to be free from defects in materials and workmanship appearing within the earlier of the following time frames.

Lead-Free Housings, Electronics, Battery, Transducers, and Register/Encoder Supplied with the Meters Listed Herein

Warranty shall commence the earlier of ten (10) years from the date of installment documented in BEACON® or ten (10) years and six (6) months after shipment from Badger Meter.

METER ACCURACY

The Product will meet or exceed meter accuracy of ±2% from Q2 to Q4 for the published ranges set forth in Badger Meter's current published product data sheet. Warranty shall commence the earlier of ten (10) years from the date of installment documented in BEACON or ten (10) years and six (6) months after shipment from Badger Meter.

EXTENDED LOW-FLOW METER ACCURACY

Badger Meter further warrants the Product will meet or exceed extended minimum test flow accuracy of ±5% from Q1 to Q2 for the published ranges set forth in Badger Meter's current published product data sheet. Warranty shall commence the earlier of ten (10) years from the date of installment documented in BEACON or ten (10) years and six (6) months after shipment from Badger Meter.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. Any eligible Product repaired or replaced by Badger Meter will retain the original Product's warranty based on the original Product purchase date, at Badger Meter's sole discretion. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with OIML R49 standards and MID approval, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical and/or operational literature, or which, as determined at Badger Meter's sole discretion, have affected the ability of the Product to perform, including, but not limited to: exposure to adverse installation conditions; misuse; vandalism; negligence; accident; acts of God; alteration; improper installation, operation or repair; damage from passage of high-speed air slugs; damage by water quality conditions, including but not limited to: aggressive water, foreign matter, biofilms, or extreme corrosivity; damage caused by actions not in accordance with the intended use; or other circumstances which are beyond the reasonable control of Badger Meter, as determined at Badger Meter's sole discretion. With respect to product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier of product.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER,INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models,bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS

Warranty

OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

SMART WATER IS *BADGER METER*

BEACON and E-Series are registered trademarks of Badger Meter, Inc. Other trademarks appearing in this document are the property of their respective entities. Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent of any outstanding contractual obligation exists. © 2022 Badger Meter, Inc. All rights reserved.

Badger Meter

E-Series® Ultrasonic Plus Meter

with Integrated Valve

5/8 x 3/4 in., 3/4 in.

PRODUCTS

This warranty shall apply to all Badger Meter E-Series® Ultrasonic Plus lead-free meters with integrated valve, sizes 5/8 x 3/4 inch and 3/4 inch, when used to measure potable water, and the internal register/encoder and battery used with these meters (collectively "Product"), sold on or after October 2, 2023. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer," and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter, Inc. ("Badger Meter") warrants Product to be free from defects in materials and workmanship for the time period stated.

Lead-Free Housing	20 years and 6 months after shipment
Battery[1]	20 years and 6 months after shipment (prorated)
Transducers[1]	20 years and 6 months after shipment (prorated)
Encoder Register[1]	20 years and 6 months after shipment (prorated)
Meter Accuracy[1,2]	20 years and 6 months after shipment (prorated)
Valve and Valve Power Module[1]	20 years and 6 months after shipment (prorated) or a maximum of 240 valve actuation cycles,* whichever comes first

*A cycle is defined as the valve going from the unactuated state to the actuated state and returning to the unactuated state

[1] Badger Meter will repair or replace, at its discretion, a non-performing Product at no cost during the first ten (10) years, and at a prorated price during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the Product list prices at the time of Product return and according to the following prorated price discount schedule: Years 11 through 12 - 75% discount; Years 13 through 15 - 50% discount; Year 16 - 40% discount; Year 17 - 30% discount; Year 18 - 20% discount; and Years 19 through 20 - 10% discount. Replacement Products are warranted for and under the balance of the original applicable Product warranty.

[2] The Product will meet or exceed all applicable specifications outlined in AWWA Standard C715 in addition to meeting the meter accuracy as set forth in the Operating Performance Specifications of the Badger Meter current published product data sheet (*ESM-DS-02022 EN*).

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. Any eligible Product repaired or replaced by Badger Meter will retain the original Product's warranty based on the original Product purchase date, at Badger Meter's sole discretion. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter, or read by equipment not explicitly approved or licensed by Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C715 and AWWA M6 Manual, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical and/or operational literature, or which, as determined at Badger Meter's sole discretion, have affected the ability of the Product to perform, including, but not limited to: exposure to adverse installation conditions; misuse; vandalism; negligence; accident; acts of God; alteration; improper installation, operation or repair; damage from passage of high-speed air slugs; damage by water quality conditions, including but not limited to: aggressive water, foreign matter, biofilms, or extreme corrosivity; damage caused by actions not in accordance with the intended use; or other circumstances which are beyond the reasonable control of Badger Meter, as determined at Badger Meter's sole discretion. With respect to product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier of product.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Badger Meter Warranty

Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

E-Series is a registered trademark of Badger Meter, Inc. Other trademarks appearing in this document are the property of their respective entities. Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice except to the extent an outstanding contractual obligation exists. © 2023 Badger Meter, Inc. All rights reserved.

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Badger Meter

HR-E®

High Resolution Encoder

PRODUCTS COVERED

This Badger Meter warranty shall apply to the High Resolution Encoder (HR-E®) ("Product"), sold on or after June 18, 2021. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter warrants the Product to be free from defects in materials and workmanship appearing within twenty (20) years and six (6) months after shipment from Badger Meter.

This warranty is prorated as follows: For the first ten (10) years of the warranty the Product is replaced at no charge, and the warranty is prorated at price discounts during the last ten (10) years of the warranty.

Specifically, Badger Meter will repair or replace, at its discretion, a non-performing Product at no cost during the first ten (10) years of the warranty and at prorated price discounts during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the Product list prices in effect at the time of Product return and according to the following prorated price discount schedule:

- Years 11 through 12—75% discount
- Years 13 through 15—50% discount
- Year 16—40% discount
- Year 17—30% discount
- Year 18—20% discount
- Years 19 through 20—10% discount

Replacement Products are warranted for and under the balance of the original applicable Product warranty.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with Badger Meter instructions. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical literature or which have been subject to vandalism, negligence, accident, acts of God, alteration, improper installation, operation or repair, or other circumstances which are beyond the reasonable control of Badger Meter. With respect to Product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE **(except warranties of Title).**

Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

Badger Meter Warranty

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Badger Meter

ORION® Water Products

with BEACON® Software as a Service (SaaS)

PRODUCTS

This warranty shall apply to Badger Meter ORION® series AMR/AMI Water Endpoints, reading hardware and software for a BEACON® system, sold on or after April 11, 2024.

ORION series AMR/AMI Water Endpoints include Fixed Network (SE), ME and Mobile M endpoints.

This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original Customer of Badger Meter or its authorized distributors.

MATERIAL AND WORKMANSHIP

Badger Meter warrants all ORION series AMR/AMI Water Endpoints including battery, reading hardware and software, hereafter referred to as "Product(s)" as listed below, to be free from defects in material and workmanship for the time period stated.

ORION SE, ORION ME[3] and ORION Mobile M Water Endpoints[1]	20 years and 6 months after shipment
ORION Cellular LTE-MP Endpoints	10 years and 6 months after shipment
Trimble® T10 Tablet[2]	3 years after shipment
Dell® Latitude 5430 Laptop[2] and Latitude 7230 Tablet[2]	3 years after shipment
Panasonic Toughbook® Laptop for BEACON Mobile Solution[2]	3 years after shipment
Trimble® Ranger 7 Handheld[2]	3 years after shipment
Trimble Yuma 7 Tablet[2]	3 years after shipment
ORION ME Modules[2] for Trimble Yuma 7 Tablet and Trimble Ranger 7 Handheld	3 years after shipment
Microsoft® Surface Go 3 Tablet[2]	1 year after shipment
ORION Mobile (ME) Transceiver[2]	3 years after shipment
ORION Mobile Integrated Receiver[2]	1 year after shipment
ORION Fixed Network (SE) Gateway Transceiver	1 year after shipment

[1] Water Endpoints and Endpoint batteries—collectively ORION Water Endpoint Products—are warranted to be free from defects in material and workmanship for twenty (20) years and six (6) months after shipment from Badger Meter. Badger Meter will repair or replace, at its discretion, a non-performing ORION Water Endpoint Product at no cost during the first ten (10) years, and at a prorated price during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the ORION Water Endpoint Product list prices at the time of ORION Water Endpoint Product return and according to the following prorated price discount schedule: Years 11 through 12 - 75% discount; Years 13 through 15 - 50% discount; Year 16 - 40% discount; Year 17 - 30% discount; Year 18 - 20% discount; and Years 19 through 20 - 10% discount. Replacement Products are warranted for and under the balance of the original.

[2] Batteries, antennas, cables and accessories warranty is limited to 12 months from the date of shipment.

[3] Mobile solutions deployed prior to February 1, 2023 include ORION ME endpoints that are migratable to fixed network. BEACON SaaS mobile solutions deployed on or after February 1, 2023 include ORION ME endpoints that operate in mobile mode only.

PRODUCT RETURNS

Product failures must be proven and verified to the satisfaction of Badger Meter. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any asserted defect within 10 (ten) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace the defective Product for the Customer within a reasonable time, after receipt of proof that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to any Product repaired or altered by any Party other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with Badger Meter instructions. The warranty shall not apply and shall be void with respect to Products exposed to conditions other than those detailed in Product technical literature or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration or other circumstances which are beyond the reasonable control of Badger Meter. With respect to products not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of the Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of the Product shall not be construed as an express warranty unless confirmed to be such, in writing, by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

The liability of Badger Meter with respect to breaches of the foregoing warranty shall be limited as stated herein. Badger Meter's liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

Badger Meter Warranty

ORION® Water Products with BEACON® Software as a Service (SaaS)

SMART WATER IS BADGER METER

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USER GUIDES

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

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Badger Meter | IR Communication Device

The IR Communication Device (**68891-001**) can be used with ORION® Cellular endpoints* and E-Series G2® Ultrasonic meters. See general information about the device below and the instructions for use on other side of this document.

* Refer to the *ORION Water Endpoint Installation Manual* available at *www.badgermeter.com* for a complete list of ORION Cellular endpoints.

HOW TO USE

1. Point the device toward the endpoint/meter IR communication port as shown in *Figure 1*. **Range: 1/2 to 3 inches**
2. Press a numbered button to activate. See instructions on *page 2*.

LED Indicator

- Solid green LED = success
- Blinking green LED = in process
- Blinking **red** LED = fail, error

When activated, the LED indicators next to the numbered buttons light up for 10 seconds. Another command can be issued at any time, which will clear the last command.

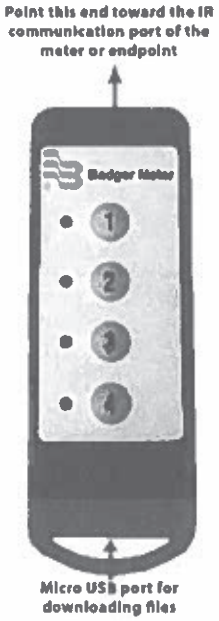

Figure 1: IR Communication Device

Optional Tools

- **ORION Cellular Endpoint IR Alignment Tool (68779-091)** is recommended for use with ORION endpoints. Available from Badger Meter.
- **E-Series Ultrasonic Meter IR Alignment Tool (68877-001)** is recommended for use with E-Series meters. Available from Badger Meter.
- Small (#1) Phillips screwdriver (customer supplied) to remove device back and replace CR2450 3V lithium coin battery.
- Micro B USB cable (customer supplied) to connect IR Communication Device to a computing device for file download or IR communications.

View the *IR Communication Device* video for a short step-by-step tutorial about activating an ORION Cellular endpoint. Visit *https://help.beaconama.net/training-2#videos* or scan the QR code to access the list of available videos on the Training page in BEACON Help.

About the IR Communication Device

- Has micro USB port for extracting data files (*Figure 1*). Requires micro B USB cable to download files.
- Not rechargeable. Uses replaceable CR2450 3V lithium coin battery. Remove back of device to replace.
- Functions with Windows®10 devices.
  - USB IR passthrough COM device: Functions the same as IR programming cable when micro B USB cord is attached.
  - USB storage: Stores log files from network sessions. Use micro USB port to extract files. Requires micro B USB cable to download files.

    NOTE: Network logs are stored on the device and must be periodically downloaded/cleared via the micro USB port.

Quick Reference Guide

ORION® CELLULAR ENDPOINTS

NOTE: *IR Communication Devices shipped prior to March 8, 2021 require a firmware update to support use with ORION Cellular C endpoints. Contact Badger Meter Technical Support (800-616-3837).*

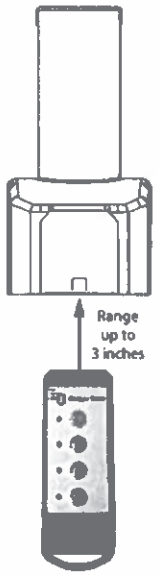

Figure 2: Using device with ORION Cellular endpoint

Button	Press Length	Command	Operation
1	SHORT*	**Start/Active/Run**	One SHORT press will START the 3-part process to activate an endpoint in Pause or Stop mode. **NOTE:** **LED 1, 3, and 4 automatically light up in sequence as process continues.** (No need to press additional buttons.) Endpoint LED flashes when process is done. **IMPORTANT:** Keep IR Communication Device aligned to endpoint IR port until process is complete. Alignment Tool recommended! Process is completed when device LEDs are no longer lit. **NOTE:** Network session generates a log file.
	LONG**	n/a	n/a
2	SHORT*	**Pause**	One SHORT press will PAUSE the endpoint radio signal.
	LONG**	**Stop/Sleep**	One LONG press will STOP the endpoint radio signal.
3	SHORT*	**Force Encoder Read**	One SHORT press checks status of the attached encoder. If error occurs (red blinking), press/release again after initial process is complete.
	LONG**	n/a	n/a
4	SHORT*	**Run Network Session**	One SHORT press forces endpoint to run a network session. Network session generates a log file: ICD_SerialNumber_n.log. If error occurs (red blinking), press/release again after initial process is complete.
	LONG**	n/a	n/a

E-SERIES G2® ULTRASONIC METERS

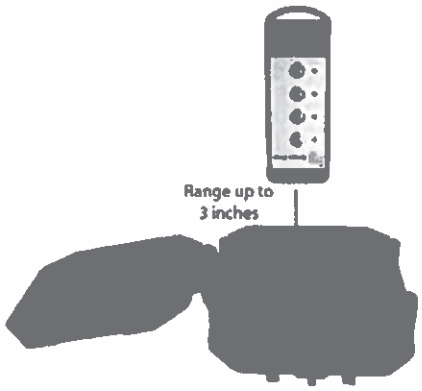

Figure 3: Using device with E-Series G2 Ultrasonic meter

Button	Press Length	Command	Operation
1	SHORT*	**Start/Active/Run**	One SHORT press sets the meter into ACTIVE mode.
	LONG**	**Storage**	One LONG press sets the meter into STORAGE mode.
2	SHORT*	**Clear All Alarms**	One SHORT press clears all alarms set for meter. Alarm icons displayed on the meter LCD are removed and replaced with the OK symbol.
	LONG**	**Download Data Profile**	One LONG press extracts the full data profile of meter and writes a log file.
3	SHORT*	**Display Next Screen**	One SHORT press displays the next available information screen on the meter LCD.
	LONG**	**Display Standard Totalizer**	One LONG press displays the information screen that contains the standard totalizer on the meter LCD.
4	SHORT*	None	n/a
	LONG**	None	n/a

** **SHORT** = Press and release ** **LONG** = Press and hold for (at least) 5 seconds*

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ORION® Cellular Endpoint Installation

This Quick Start Guide* details the four main steps for installing ORION® Cellular C, HLD, CS, LTE-M, LTE-MS, HLA, HLC and LTE water endpoints.

1. **Connect the endpoint to the encoder**
   (This step can be done before, or as part of installation.)
2. **Install the endpoint**
3. **Activate the endpoint**
4. **Confirm activation**

To reduce the possibility of electrical fire and shock hazards, never connect the cable from the endpoint to any electrical supply source. The endpoint cable provides SELV low voltage limited energy power to the load and should only be connected to passive elements of a water meter register.

The endpoint batteries are *not* replaceable. Users should make no attempt to replace the batteries. Changes or modifications to the equipment that are not expressly approved by Badger Meter could void the user's authority to operate the equipment.

ORION endpoints installation must comply with all applicable federal, state and local rules, regulations and codes. Proper performance and reliability of ORION endpoints depend upon installation in accordance with these instructions. Endpoints not properly installed may not be covered under warranty.

Failure to read and follow these instructions can lead to misapplication or misuse of this product, resulting in personal injury and damage to equipment.

*Complete installation information for all ORION endpoints can be found in the *ORION Water Endpoints Installation Manual*, available at *www.badgermeter.com*.

ENDPOINTS AND ENCODERS

ORION Cellular water endpoints are three-wire metering devices for indoor/outdoor use. The ORION Cellular C endpoint is shown in *Figure 1*.

Figure 1: ORION Cellular C Endpoint

Each endpoint has an FCC label on the back and the serial number engraved on the front. The serial numbers start with the numbers shown below:

- ORION Cellular HLD 16xxxxxxx
- ORION Cellular C and CS 13xxxxxxx
- ORION Cellular LTE-M and LTE-MS 12xxxxxxx
- ORION Cellular HLA 14xxxxxxx
  NOTE: Some early release HLA endpoints may have the 13xxxxxxx series.
- ORION Cellular HLC 149xxxxxx
- ORION Cellular LTE 11xxxxxxx

The endpoints have the same dimensions (*Figure 2*).

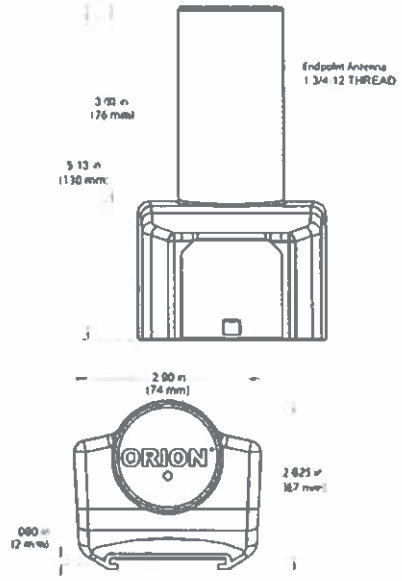

Figure 2: Endpoint dimensions

ORION Cellular water endpoints are compatible with Badger Meter high resolution encoders and E-Series Ultrasonic meters as well as a number of competitive encoders. See the *ORION Water Endpoints Installation Manual* for the complete list.

CONNECT ENDPOINTS AND ENCODERS

ORION Cellular water endpoints require connection to an encoder to complete the assembly.

Endpoints with inline connectors can be easily connected to an encoder in the field. No tools are necessary.

Endpoints with flying leads can be connected to existing wires from the encoder or directly to the encoder terminal screws, depending on the application and manufacturer.

ORION endpoint wires: Red = Power/Clock; Black = Ground; Green = Data

See the wiring chart in the *ORION Water Endpoints Installation Manual* if you need help.

Badger Meter
ORI-QS-03017-EN-10 (November 2023)

Quick Start Guide

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INSTALLATION

Choose an appropriate location within the limits of the endpoint/encoder connector harness.

Indoor/Outdoor Installation:

- Indoor installation is **recommended**. Mount endpoints indoors, in the floor joist near an outside wall and away from large metal objects.
- Outdoor installation is **acceptable** and may be required where signal strength does not support an indoor installation.

Pit Installation

Mount endpoints through a NON-METAL pit lid—**REQUIRED**. See *Figure 3*.

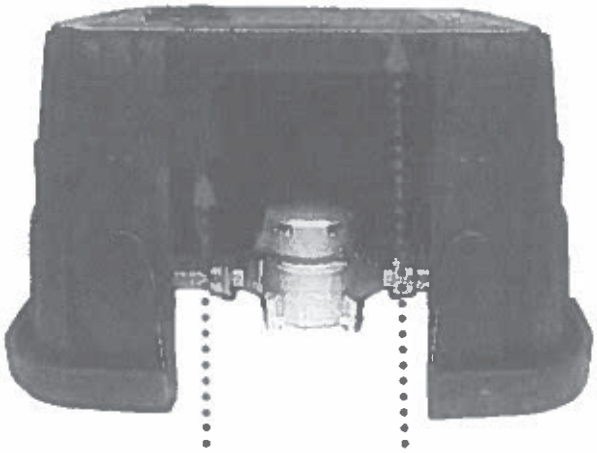

Figure 3: ORION Cellular C endpoint installed per instructions ***through non-metal pit lid***

Installation Kits

Endpoint installation kits are available. Kit information can be found in the ORION Water Endpoint Installation Manual.

ENDPOINT ACTIVATION

Activation is dependent on whether the endpoint radio is in Pause ("soft sleep") or Stop ("hard sleep") mode. ORION endpoint radios in Pause mode offer a Smart Activation feature which utilizes consumption to automatically start the endpoint. ORION endpoint radios in Stop mode must be manually activated. The Product Configuration Utility (PCU) software can be used to identify the endpoint radio mode. See the *Product Configuration Utility for ORION Endpoints User Manual* available at *www badgermeter.com*.

Activating Endpoints in Pause Mode via Smart Activation

With Smart Activation, the endpoint radio in Pause mode automatically "wakes up" on its own and begins broadcasting data after the encoder to which it is connected detects enough water usage from the register after installation. The amount of water consumption depends on the encoder output and meter size. This section explains how Smart Activation affects endpoints connected to encoders at the factory (Endpoint/Encoder Assemblies) and endpoints connected to an encoder in the field (Endpoint Only).

Endpoint/Encoder Assemblies

An initial encoder read is stored by the endpoint at the time the encoder and endpoint are factory connected and the endpoint is placed in Pause mode. While in Pause mode, the endpoint monitors the encoder for consumption, checking once every fifteen minutes. When the endpoint/encoder assembly is installed and water is running through the meter, the endpoint automatically "wakes up" and transitions to its active operational mode once the required amount of consumption is registered (see table below).

Encoder Output	Dial Change Required to Activate Endpoint
7-dial	Any 1 unit change in the least significant digit
8-dial	Any 5 unit change in the least significant digit
9-dial	Any 5 unit change in the least significant digit

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Endpoint Only

Like endpoint/encoder assemblies, ORION "endpoint only" configurations can be shipped in Pause mode. The initial encoder read is established the first time the endpoint is field connected to an encoder.

TIP: It may take up to fifteen (15) minutes for an endpoint to recognize the initial encoder read. To expedite this process, Badger Meter recommends connecting the endpoint to the encoder in advance of field installation so a baseline encoder read can be captured before installation.

After the initial encoder read is stored, the endpoint monitors the encoder for consumption, checking for a change in the encoder read once every fifteen minutes. The endpoint automatically "wakes up" and transitions to its operational mode when the required amount of consumption is registered. See the table on the previous page.

Tools

For Smart Activation, no special tools or field programming are required. For more immediate activation or for endpoints in Stop mode, infrared (IR) activation tools are available.

Activating Endpoints Using IR

NOTE: Endpoint radios in Stop mode **must** be manually activated using IR communication.

1. The Badger Meter ***IR Communication Device*** (*Figure 4*) can be used to activate an endpoint in Stop or Pause mode and verify the encoder connection. Instructions are included with the device. For a short video about how to use the device, go to BEACON Help videos at *https://helpbeaconama.net/training-2/#videos*

2. Endpoints can also be activated using the PCU software with an ORION or customer-supplied Windows® device. The software can also identify the endpoint radio mode. Instructions are available in the *Product Configuration Utility for ORION Endpoints User Manual* available at *www.badgermeter.com*.

NOTE: Using the IR Alignment Tool (*Figure 5*) is recommended for IR activation of ORION Cellular endpoints. The IR Alignment Tool is a hands-free tool for positioning the IR Communication Device or an IR programming cable head.

Figure 4: IR Communication Device ***(PN: 68891-001)***

Figure 5: IR Alignment Tool ***(PN: 68779-001)***

CONFIRMING INSTALLATION

Before leaving the installation site, you can confirm endpoint activation using one of the following tools.

1. BEACON® Software as a Service (SaaS) users can check endpoint activation status with the ***ORION Endpoint Status*** tool (*https://orionstatus.beaconama.net*). Endpoints do not need to be provisioned in BEACON to display using the tool. See the *ORION Water Endpoints Installation Manual* for more information.

2. The ***IR Communication Device*** (*Figure 4*) can be used to activate the endpoint and verify the encoder connection.

IMPORTANT

Badger Meter IR Communication Devices (Figure 4) that shipped ***prior to March 8, 2021*** *require a firmware update to support use with ORION Cellular C endpoints. Contact Badger Meter Technical Support (800-616-3837).*

Endpoint Network Registration

When the endpoint transitions to *Active* mode during activation, it automatically begins the network registration process. BEACON assigns a daily call-in time to the endpoint as part of this process. An active operating endpoint obtains a current encoder read every 15 minutes.

Changing Registration for an Existing Endpoint Assembly

If you change the encoder connected to an ORION Cellular endpoint, the endpoint will recognize the new encoder, once connected, and report previous and current interval data.

LICENSE REQUIREMENTS

ORION Cellular C, HLD, CS, LTE-M, LTE-MS, HLA, HLC and LTE endpoints comply with Part 15, Part 22, Part 24, and Part 27 of FCC Rules. Operation is subject to the following conditions: (1) These devices may not cause harmful interference, and (2) these devices must accept any interference received, including interference that may cause undesired operation of the device.

In accordance with FCC Regulations, "Code of Federal Regulations" Title 47, Part 2, Subpart J, Section 1091, transmitters pass the requirements pertaining to radiation exposure. However, to avoid public exposure in excess of limits for general population (uncontrolled exposure), a 20 centimeter distance between the transmitter and the body of the user must be maintained during operation.

No FCC license is required by a utility to operate an ORION meter reading system.

ENDPOINT TRANSPORTATION

The operation of transmitters and receivers on airlines is strictly prohibited by the Federal Aviation Administration. As such, the shipping of radios and endpoints via air is prohibited. Please follow all Badger Meter return and/or shipping procedures to prevent exposure to liability.

ADDITIONAL RESOURCES

For information not included in this guide, refer to these documents, available at *www.badgermeter.com*.

- *ORION Water Endpoints Installation Manual*
- *ORION Cellular Endpoint Installation Dos and Don'ts Quick Reference Guide*
- *ORION Water Endpoint Installation Kits Ordering Guide*
- *ORION Water Endpoint Parts List*
- *Product Configuration Utility for ORION Endpoints User Manual*

ORION Cellular LTE-MP

Another ORION Cellular endpoint, the ORION Cellular LTE-MP pulse endpoint, is available for a limited market and for connectivity with Badger Meter M-Series Electromagnetic flow meters. For more information, contact your local Badger Meter Sales Representative.

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ORION®
Cellular/Fixed Network Solutions

ORION® Water Endpoints

Image shown represents ORION Cellular C endpoint installed, as per instructions, through non-metal pit lid

Badger Meter

Installation Manual

ORI-UM-00025-EN-34 (January 2024)

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SCOPE OF THIS MANUAL

This manual contains installation instructions for ORION® water endpoints: ORION Cellular endpoints—C, HLD, CS, LTE-M, LTE-MS, HLA, HLB, HLC, LTE— and the ORION Mobile M, ME, Fixed Network (SE) and Classic (CE) endpoints.

ORION endpoints installation must comply with all applicable federal, state and local rules, regulations and codes.

Failure to read and follow these instructions can lead to misapplication or misuse of this product, resulting in personal injury and damage to equipment.

Proper performance and reliability of ORION endpoints depend upon installation in accordance with these instructions. Endpoints not properly installed may not be covered under warranty.

WARNING: The operation of transmitters and receivers on airlines is strictly prohibited by the Federal Aviation Administration. As such, the shipping of radios and endpoints via air is prohibited. Please follow all Badger Meter return and/or shipping procedures to prevent exposure to liability.

Additional Resources

These related documents are available at *www.badgermeter.com*

- *ORION Water Endpoint Installation Kits Ordering Guide*
- *ORION Water Endpoint Parts List*
- *Product Configuration Utility Manual for ORION Endpoints*
- *ORION Endpoint Utility Software Manual*
- *ORION Cellular HLB Endpoint Installation Manual*

PRODUCT UNPACKING AND INSPECTION

Upon receipt of the product, perform the following unpacking and inspection procedures.

NOTE: If damage to shipping container is evident upon receipt, request the carrier to be present when product is unpacked.

Carefully open the shipping package, following any instructions that may be marked on the exterior. Remove all cushioning material surrounding the product.

ORION Endpoints: Carefully remove the pre-wired ORION endpoint or ORION endpoint encoder assembly from the container and inspect for damage. Retain the contents of the installation kit for use in mounting the endpoint in the field.

Other products: Carefully lift the product from the package. Visually inspect the product and applicable accessories for any physical damage such as scratches, loose or broken parts or any other sign of damage that may have occurred during shipment. Retain the package and all packing material for possible use in reshipment or storage.

NOTE: If damage is found, request an inspection by the carrier's agent within 48 hours of delivery and file a claim with the carrier. A claim for equipment damage in transit is the sole responsibility of the purchaser.

LICENSE REQUIREMENTS

ORION Cellular C, HLD, CS, LTE-M, LTE-MS, HLA, HLB, HLC, LTE endpoints comply with Part 15, Part 22, Part 24, and Part 27 of FCC Rules. ORION Mobile M, ME, SE and CE endpoints comply with Part 15 of FCC Rules. Operation is subject to the following conditions: (1) These devices may not cause harmful interference, and (2) these devices must accept any interference received, including interference that may cause undesired operation of the device.

In accordance with FCC Regulations, "Code of Federal Regulations" Title 47, Part 2, Subpart J, Section 1091, transmitters pass the requirements pertaining to radiation exposure. However, to avoid public exposure in excess of limits for general population (uncontrolled exposure), a 20 centimeter distance between the transmitter and the body of the user must be maintained during operation.

No FCC license is required by a utility to operate an ORION meter reading system.

This device complies with Industry Canada license-exempt RSS standard(s). Operation is subject to the following two conditions: (1) this device may not cause interference, and (2) this device must accept any interference, including interference that may cause undesired operation of the device.

Le présent appareil est conforme aux CNR d'Industrie Canada applicables aux appareils radio exempts de licence. L'exploitation est autorisée aux deux conditions suivantes : (1) l'appareil ne doit pas produire de brouillage, et (2) l'utilisateur de l'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

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IDENTIFICATION

Endpoints

The ORION water endpoint is a three-wire metering device for indoor/outdoor use. Each endpoint has a unique numeric serial number on the tag attached to the cable harness (wire) and etched on the endpoint housing. Endpoints require connection to an encoder to complete the assembly. Badger Meter encoders are shown in *Figure 3*.

Refer to *"ORION Cellular Endpoints" on page 5*, *"ORION Mobile M, ME and SE Endpoints" on page 7* and *"ORION Classic Endpoints" on page 9* to see endpoint photos.

Endpoint Dimensions

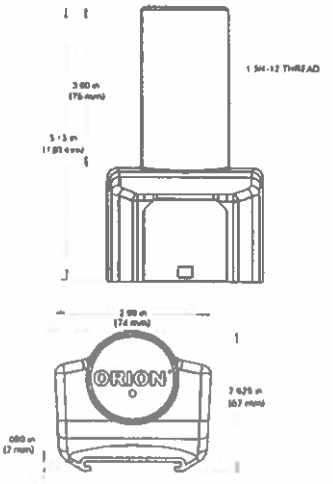


Figure 1: ORION Cellular and ORION Mobile M endpoint dimensions

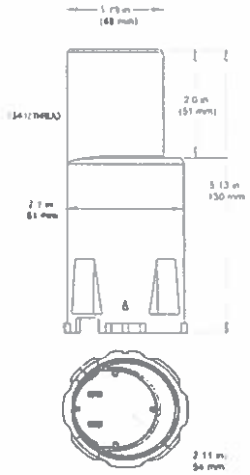
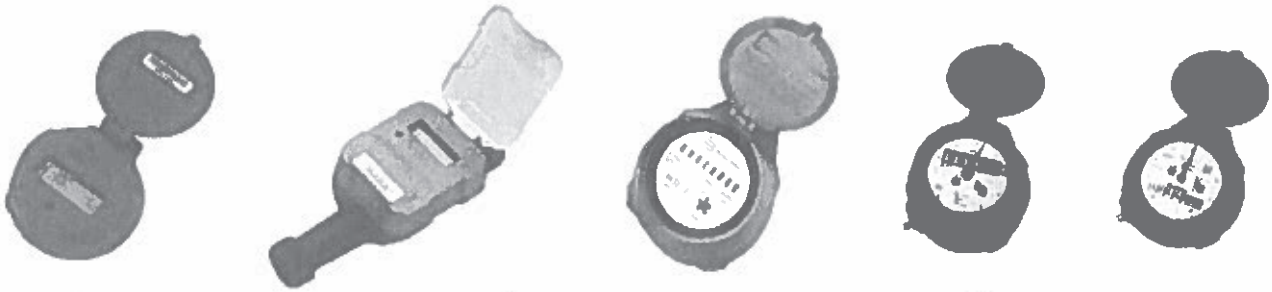


Figure 2: ORION ME, SE, CE endpoint dimensions

Encoders/Register

The encoder connects to the endpoint to complete the assembly. Each Badger Meter encoder is identified on the face of the register with an assembly number, unit of measure and meter model. Current and legacy products are shown below.

Current Products ***Legacy Products***



High Resolution LCD Encoder (HR-E® LCD) | *E-Series® Ultrasonic Meter with High Resolution LCD Encoder* | *High Resolution 8-Dial Encoder (HR-E®)* | *Absolute Digital Encoder (ADE®)* | *Recordall® Transmitter Register (RTR®)*

Figure 3: Encoders and register

6.1.b

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Packet Pg. 886

ORION CELLULAR ENDPOINTS

This section discusses configuration, encoder compatibility and installation for ORION Cellular endpoints.

ORION Cellular endpoints: C, HLD, CS, LTE-M, LTE-MS, HLA, HLB and HLC (charcoal gray)

ORION Cellular LTE endpoint (medium gray)

Figure 4: ORION Cellular endpoints

Serial Number Ranges and FCC Labels

ORION Cellular Endpoint	Serial Number Range	FCC Label Color
HLD	160000000…169999999	white
HLB	150000000…159999999	yellow
HLC	149000000…149999999	green
HLA	140000000…148999999	orange
C	130000000…139999999	yellow

ORION Cellular Endpoint	Serial Number Range	FCC Label Color
CS	130000000…139999999	white
LTE-M	120000000…129999999	yellow
LTE-MS	120000000…129999999	white
LTE	110000000…119999999	yellow

The serial number is engraved on one side of the endpoint base, and the FCC label is displayed on the other.

Figure 5: ORION Cellular endpoints FCC labels

Endpoint Configurations

Endpoint Configurations	Encoder Connection
Endpoint only with inline connector (Twist Tight® or Nicor®)	Connect the endpoint to an encoder using the inline connector. See *"Inline Connectors" on page 30.*
Endpoint only with flying lead for field splice	See *Field Wiring, Encoder Connectivity and Read Resolution* below.
Endpoint/encoder assembly with inline connector	Endpoint/encoder assemblies (endpoints connected by an inline connector to a Badger Meter encoder) are shipped from the factory, ready for installation. See *Field Wiring, Encoder Connectivity and Read Resolution* and *"Inline Connectors" on page 30.*

Field Wiring, Encoder Connectivity and Read Resolution

ORION Cellular endpoints with flying leads are shipped from the factory pre-programmed. Connect all three endpoint wires to an encoder to complete installation. The endpoint can be connected to existing wires from the encoder or directly to the encoder terminal screws, depending on the application and manufacturer. Endpoints can be connected to Badger Meter high resolution encoders and E-Series Ultrasonic meters as well as a number of competitive encoders. See the wiring chart on the next page.

NOTE: For instructions on field wiring using gel connectors, see *"Using Gel Caps to Connect an Encoder" on page 32.* Follow the manufacturer's instructions provided with the gel cap/field splice kit you are using.

6.1.b

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Packet Pg. 887

ORION endpoint wires: Red = Power/Clock; Black = Ground; Green = Data

Endpoint Label	Encoder Connectivity	Encoder Wire/Termination Colors	Endpoint Wire Colors Red	Black	Green	Reading Resolution
ORION Cellular C, HLD, CS, LTE-M, LTE-MS, HLA, HLB, HLC, LTE	Badger Meter HR-E LCD or HR-E encoders or E-Series Ultrasonic and Ultrasonic Plus Meter with High Resolution output		Red	Black	Green	Up to nine (9) most significant digits
	Honeywell® (Elster/AB8) ScanCoder, evoQ4 meter with Sensus® protocol module®		Green	Black	Red	Up to nine (9) most significant digits
	Metron-Farnier Hawkeye®		Red	Black	Green	Up to nine (9) most significant digits
	Mueller Systems 420 Solid State Register (SSR) LCD®		Red	Black	Green	Up to nine (9) most significant digits
	Neptune ProRead, E-coder, ARB-V® or ProCoder with encoder output		Black	Green	Red	Up to nine (9) most significant digits
	Neptune registers with Nicor connector		Red	Black	Green	Up to nine (9) most significant digits
	Sensus iPerl®		Red	Black	Green	Up to nine (9) most significant digits
	Kamstrup flowIQ®		Red	Black	Green	Up to nine (9) most significant digits
	Master Meter® Octave® Ultrasonic meter (encoder output)®		Red	Black	Green	Up to eight (8) most significant digits
	Hersey Translator®		Due to the customized, factory wire configurations of the Hersey Translator, the terminal posts may not match the ORION endpoint wire colors. Please contact Hersey for the terminal post wiring schematic of your encoders to determine how the posts correspond to ORION endpoint wires.			

NOTE: Competitive encoder output is determined by the encoder configuration.

®ORION Cellular endpoints are compatible with the encoders/meters noted above that have a manufacture date within 10 years of the current date as long as the encoder has three wires connected to it and is programmed into the three-wire output mode for AMR/AMI. Encoder registers with two-wire mode of operation require programming by the Utility, including registers that support auto two- or three-wire detection systems that do not automatically switch to three-wire mode of operation when a compatible endpoint is connected for ORION connectivity.

Installation Guidelines (Indoor, Outdoor, Pit)

Install the endpoint/encoder assembly according to these guidelines:

Always install endpoint antenna straight up—not on an angle or upside down. Antenna is located in the top 1/3 of the threaded tube.

- **Indoor Installation:** Mount endpoints in the floor joist on an outside wall, near a window, if possible, and away from large metal objects.
- **Outdoor Installation:** See *"64394-032 Wall Cover Install Kit" on page 14* for mounting kit information.
- **Pit Installation:**

IMPORTANT

- Mount ORION Cellular endpoints through a NON-METAL pit lid—**REQUIRED**.
- **Install at or above grade level.**

NOTE: See the installation troubleshooting document, *ORION Cellular Endpoint Installation Do's and Don'ts*, available at *www.badgermeter.com*. Endpoints not properly installed may not be covered under warranty.

Endpoint Activation

See *"Activating Endpoints" on page 11* for details of the process.

6.1.b

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Packet Pg. 888

ORION MOBILE M, ME AND SE ENDPOINTS

This section discusses configuration, encoder compatibility and installation information for ORION Mobile M, ME and ORION Fixed Network (SE) endpoints.

ORION Endpoint	Serial Number Range	FCC Label Color
Mobile M	60000000…69999999	blue
ME	30000000…59999999	white
SE	30000000…59999999	white

On the ORION Mobile M endpoint, the serial number is engraved on one side of the endpoint base, and the blue FCC label is displayed on the other side (*Figure 6*).
On ORION ME and SE endpoints, the serial number is engraved along the side of the endpoint body. The white FCC label is also displayed on the endpoint body.

Mobile solutions deployed prior to February 1, 2023 include ORION ME endpoints that are migratable to fixed network. BEACON SaaS Mobile solutions deployed after February 1, 2023 include ORION ME endpoints that operate in mobile mode only.

Figure 6: ORION Mobile M endpoint (medium gray)

Figure 7: ORION ME, SE endpoint

Endpoint Configurations

The following configuration options are available.

Endpoint Configurations	Encoder Connection
Endpoint only with inline connector (Twist Tight, Nicor, 308)	Connect the endpoint to an encoder using the inline connector. See *"Inline Connectors" on page 30.*
Endpoint only with flying lead for field splice	See *Field Wiring, Encoder Connectivity and Read Resolution* below.
Endpoint/encoder assembly with inline connector	Endpoint/encoder assemblies (endpoints connected by an inline connector to a Badger Meter encoder) are shipped from the factory, ready for installation.
Prewired integral endpoint/encoder assembly	Mount the assembly on the bayonet of the meter. See *"Integral Endpoint Installation" on page 24* for details.

Field Wiring, Encoder Connectivity and Read Resolution

ORION Mobile M, ME and SE endpoints with flying leads are shipped from the factory pre-programmed. Connect all three wires to an encoder to complete installation. The endpoint can be connected to existing wires from the encoder or directly to the encoder terminal screws, depending on the application and manufacturer. Endpoints can be connected to Badger Meter high resolution encoders and E-Series Ultrasonic meters as well as a number of competitive encoders. See the wiring chart on the next page.

NOTE: For instructions on field wiring using gel connectors, see *"Using Gel Caps to Connect an Encoder" on page 32*. Follow the manufacturer's instructions provided with the gel cap/field splice kit you are using.

6.1.b

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Packet Pg. 889

ORION endpoint wires: Red = Power/Clock; Black = Ground; Green = Data

Endpoint Label	Encoder Connectivity	Encoder Wire/Termination Colors	Endpoint Wire Colors Red	Black	Green	Reading Resolution
ELCD or ENC	Badger Meter HR-E LCD or HR-E encoders, or E-Series Ultrasonic Meter with High Res output		Red	Black	Green	Up to eight (8) most significant digits
ADE or ENC	Badger Meter ADE or E-Series Ultrasonic Meter with ADE output		Red	Black	Green	Up to six (6) most significant digits
RTR	Badger Meter RTR or E-Series Ultrasonic Meter with RTR output		Red	Black	Green	Up to seven (7) most significant digits
ADE or ENC	Honeywell (Elster)/AMCo ScanCoder or InVISION*and evoQ4 meter (encoder output)*		Green	Black	Red	Up to eight (8) most significant digits
C700D	Honeywell (Elster)/AMCo C700 Digital*		Red	Black	Not used – cut green wire flush with outer sheath	Up to seven (7) most significant digits
ADE or ENC	Master Meter Octave Ultrasonic meter (encoder output)*		Red	Black	Green	Up to eight (8) most significant digits
ADE or ENC	Metron Hawkeye*		Red	Black	Green	Up to eight (8) most significant digits
ADE or ENC	Mueller Systems 420 Solid State Register (SSR) LCD*		Red	Black	Green	Up to eight (8) most significant digits
ADE or ENC	Neptune ProRead, E-coder or AR8-V*		Black	Green	Red	Up to eight (8) most significant digits
ADE or ENC	Sensus Electronic Register encoder (ECR) or ICE*		Red	Black	Green	Up to eight (8) most significant digits
ADE or ENC	Hersey Translator*		Due to the customized, factory wire configurations of the Hersey Translator, the terminal posts may not match the ORION endpoint wire colors. Please contact Hersey for the terminal post wiring schematic of your encoders to determine how the posts correspond to ORION endpoint wires.			

NOTE: Competitive encoder output is determined by the encoder configuration.

*ORION ME and SE ADE or ENC endpoints are compatible with the encoders/meters noted above with a manufacture date within 10 years of the current date as long as the encoder is programmed into the three-wire output mode for AMR/AMI and has three wires connected to it. Encoder registers with two-wire mode of operation require programming by the Utility, including registers that support auto two- or three-wire detection systems that do not automatically switch to three-wire mode of operation once a compatible endpoint is connected for ORION connectivity.

Installation Guidelines (Indoor, Outdoor, Pit)

Install the endpoint/encoder assembly according to these guidelines:

Always install endpoint antenna straight up—not on an angle or upside down. Antenna is located in the top 1/3 of the threaded tube.

- **Indoor/Outdoor Installation:** Mount outside the building, or indoors in the floor joist near an outside wall and away from large metal objects.
- **Pit Installation, ORION Mobile M, ME Endpoints**: Mount through a NON-METAL pit lid—**Recommended**.
- **Pit Installation, ORION SE Endpoints**: Mount through a NON-METAL pit lid—**REQUIRED**.

NOTE: Endpoints not properly installed may not be covered under warranty.

Endpoint Activation

See *"Activating Endpoints" on page 11* for details of the process.

6.1.b

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Packet Pg. 890

ORION CLASSIC ENDPOINTS

This section discusses configuration, encoder compatibility and installation information for ORION Classic (CE) endpoints.

ORION Endpoint	Serial Number Range	FCC Label Color
CE	70000000...89999999	white

On the ORION CE endpoint, the serial number and FCC information are engraved on the top of the endpoint.

Figure 8: ORION Classic (CE) Endpoint

Endpoint Configurations

The following configuration options are available.

Endpoint Configurations	Encoder Connection
Endpoint only with inline connector (Twist Tight, Nicor, 308)	Connect the endpoint to an encoder using the inline connector. See *"Inline Connectors" on page 30*.
Endpoint only with flying lead for field splice	See *Field Wiring, Encoder Connectivity and Read Resolution*.
Endpoint/encoder assembly with inline connector	Factory prewired endpoints, connected to a Badger Meter encoder, are shipped, ready for installation. No splicing required.
Prewired integral endpoint/encoder assembly	Mount the assembly on the bayonet of the meter. See *"Integral Endpoint Installation" on page 24* **for details.**

Field Wiring, Encoder Connectivity and Read Resolution

ORION CE endpoints with flying leads are shipped from the factory pre-programmed. Connect all three wires to an encoder to complete installation. The endpoint can be connected to existing wires from the encoder or directly to the encoder terminal screws, depending on the application and manufacturer. Endpoints can be connected to Badger Meter high resolution encoders and E-Series Ultrasonic meters as well as a number of competitive encoders. See the wiring chart on the next page.

NOTE: For instructions on field wiring using gel connectors, see *"Using Gel Caps to Connect an Encoder" on page 32*.

6.1.b

Attachment: Pinellas Park RFP and Badger Agreement (2025-R-31 : Approve Piggyback of Pinellas Park's

Packet Pg. 891

ORION endpoint wires: Red = Power/Clock; Black = Ground; Green = Data

Endpoint Label	Encoder Connectivity	Encoder Wire/Termination Colors	Endpoint Wire Colors Red	Black	Green	Reading Resolution
ADE	Badger Meter ADE, HR-E LCD or HR-E encoders, or E-Series Ultrasonic Meter with High Res or ADE output		Red	Black	Green	Up to seven (7) most significant digits
RTR	Badger Meter RTR or E-Series Ultrasonic Meter with RTR output		Red	Black	Green	Up to seven (7) most significant digits
UNIV*	Honeywell (Elster)/AMCo ScanCoder or InVISION		Green	Black	Red	Up to seven (7) most significant digits
UNIV*	Master Meter Octave Ultrasonic meter (encoder output)		Red	Black	Green	Up to seven (7) most significant digits
UNIV*	Metron Hawkeye		Red	Black	Green	Up to seven (7) most significant digits
UNIV*	Mueller Systems 420 Solid State Register (SSR) LCD		Red	Black	Green	Up to seven (7) most significant digits
ARB-V*/**	Neptune ARB-V for connectivity to ORION endpoint > serial number 80000000		Black	Green	Red	Up to seven (7) most significant digits
ARB-V*/**	Neptune ARB-V for connectivity to ORION endpoint < serial number 79999999		Red	Black	Green	Up to seven (7) most significant digits
UNIV*	Neptune ProRead or E-coder		Black	Green	Red	Up to seven (7) most significant digits
UNIV*	Sensus Electronic Register Encoder (ECR) or ICE		Red	Black	Green	Up to seven (7) most significant digits
UNIV*	Hersey Translator		Due to the customized, factory wire configurations of the Hersey Translator, the terminal posts may not match the ORION endpoint wire colors. Please contact Hersey for the terminal post wiring schematic of your encoders to determine how the posts correspond to ORION endpoint wires.			

NOTE: Competitive encoder output is determined by the encoder configuration.

*ORION Classic UNIV and ARB-V endpoints are compatible with the encoders/meters noted above with a manufacture date within 10 years of the current date as long as the encoder is programmed into the three-wire output mode for AMR/AMI and has three wires connected to it. Encoder registers that are currently in two-wire mode of operation require programming by the Utility, including registers that support auto two- or three-wire detection systems that do not automatically switch to three-wire mode of operation once a compatible endpoint is connected for ORION connectivity.

**A separate ORION CE Universal endpoint is available for connectivity to the Neptune ARB-V encoder. Make sure the ORION Classic endpoint has "ARB-V" on the harness label when wiring to an ARB-V encoder. Wiring differs depending on the serial number of the ORION endpoint you are connecting to the ARB-V encoder, so make sure to verify wiring is correct per the above chart.

Installation Guidelines (Indoor, Outdoor, Pit)

Install the endpoint/encoder assembly according to these guidelines:

Always install endpoint antenna straight up—not on an angle or upside down. Antenna is located in the top 1/3 of the threaded tube.

- **Indoor/Outdoor Installation:** Mount outside the building, or indoors in the floor joist, near an outside wall, and away from large metal objects.
- **Pit Installation**: Mount through a NON-METAL pit lid—**Recommended**.

NOTE: Endpoints not properly installed may not be covered under warranty.

Endpoint Activation

See *"Activating Endpoints" on page 11* for details of the process.

PIGGYBACK CONTRACT BY
THE CITY OF HOLLY HILL OF
THE AGREEMENT BETWEEN THE
CITY OF PINELLAS PARK AND BADGER METER, INC.
RFP 24.001 ADVANCE WATER METER INFRASTRUCTURE (AMI) SYSTEM

WHEREAS, BADGER METER, INC. (Vendor) was awarded RFP 24.001 ADVANCE WATER METER INFRASTRUCTURE (AMI) SYSTEM (Agreement) by the CITY OF PINELLAS PARK.

WHEREAS, the CITY OF HOLLY HILL (City) desires to piggyback the Agreement.

WHEREAS, the Vendor is willing to allow the City to piggyback the Agreement.

WHEREAS, the City and Vendor have agreed to the following non-substantive changes to the Agreement to make the Agreement applicable to the City.

NOW, THEREFORE for and in consideration of mutual covenants container herein, the sufficiency of which are hereby acknowledge, hereby agree to the following:

1) Vendor hereby agrees to provide the City with the same terms and conditions of the above referenced Agreement. The City and Vendor hereby agree that the terms and conditions of the above described contract shall govern the contractual relationship between the City and Contractor except as otherwise modified below.

2) All references to the City of Pinellas Park are deleted and shall be replaced with the City of Holly Hill. All references to the Pinella County shall be deleted and shall be replaced with Volusia County.

3) The list of utilities on page 49 under the heading of EXISTING UTILITIES is deleted and replaced with the following list of utilities:

Cable, Telephone & Fiber	Spectrum, AT&T, Wire 3, Metronet
Electric Towers, Poles, Power Lines	FPL, AT&T, Charter/Spectrum
Fiber, Conduit & Signal Cable	AT&T, Charter/Spectrum, Wire 3, Metronet, FDPT/Volusia County
Gas Mains	TECO Gas
Telephone Poles, Lines, Cables	AT&T, FPL, Charter/Spectrum

4) Page 65, Article II: Contract Price is amended to insert a new contract price of $__1,094,431.24_____.

5) Page 68, Article V: Compliance with Public Records Law is amended to insert the contact information for the City's custodian of public records to read as follows:

CITY OF HOLLY HILL CITY CLKER'S OFFICE
1065 Ridgewood Avenue
Holly Hill, FL 32117

Attachment: Piggyback contract Pinellas Park Badger Meter Inc AMI (2025-R-31 : Approve Piggyback of Pinellas Park's Contract for Advanced

(386) 248-9441
vmanning@hollyhillfl.org

6) Page 69, Article VIII: Governing Law and Venue is hereby repealed and a new Article VIII: Governing Law and Venue is inserted to read as follows:

ARTICLE VIII: GOVERNING LAW AND VENUE

The laws of the State of Florida govern the rights, obligations and remedies of the parties under this Contract. The exclusive venues for any legal or judicial proceedings in conjunction with the enforcement or interpretation of this Contract are in the Circuit Court of the Seventh Judicial Circuit in and for the Seventh Judicial Circuit in and for Volusia County, Florida and the United States District Court for the Middle District of Florida.

7) Page 70, Article XI, Notice, is hereby amended to insert the new contact information for the City to read as follows:

CITY
City of Holly Hill
Attn: City Manager
1065 Ridgewood Avenue
Holly Hill, FL 32117

With copy to City Attorney:
Scott E. Simpson, PA
595 West Granada Blvd, Suite A
Ormond Beach, Florida 32174

8) Except as modified above, the terms and conditions of the Contract shall be applicable to and govern the working relationship between the City and Contractor.

CITY OF HOLLY HILL	BADGER METER, INC.
BY:_____	BY:_____
TITLE:_____	TITLE_____
DATE:_____	DATE:_____

Attachment: Piggyback contract Pinellas Park Badger Meter Inc AMI (2025-R-31 : Approve Piggyback of Pinellas Park's Contract for Advanced

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2024-2025

Requesting Department			Date
Finance			4/5/20

ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
407-0000-389-1000		Carry Forward	119,431.2
		Total	119,431.2

ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
407-8110-580-6300	25WA05	Infrastructure	119,431.2
		Total	119,431.2

Purpose of Transfer: (include as much detail as possible)

To fund the balance of project 25WA05 for the purchase and installation of an Advance Water Meter Infrastructure System from Badger Meter, Inc. Total cost $1,091,431.24 amount in FY24/25 budget $975,000 BAR $119,431.24.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. addition funds can only be expended after amendment is completed.

---------- Management Approvals----------

_____ _____
Department Head Signature Date

_____ _____
City Manager Signature Date

---------- For Finance Use Only ----------

Finance Review

_____ _____ _____
Finance Director Signature Date Resolution #

Attachment: Attachment A - BAR Badger AMI System (2025-R-31 : Approve Piggyback of Pinellas Park's Contract for Advanced Water Meter

Badger Meter

ORION® Cellular Water Endpoints

Network as a Service (NaaS)

PRODUCTS

This warranty shall apply to Badger Meter ORION® Cellular water endpoints, including the ORION Cellular C, HLD, LTE-M and HLA water endpoints sold on or after September 27, 2024.

This warranty is not transferable and is extended only to utilities, municipalities and authorized distributors selling to utilities and municipalities within the United States or Canada, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original Customer of Badger Meter or its authorized distributors.

MATERIAL AND WORKMANSHIP

Badger Meter warrants all ORION Cellular water endpoints, including battery (configured to the standard mode of operation set by the factory at time of shipment), hereafter referred to as "Product(s)" as listed below, to be free from defects in material and workmanship for the time period stated. Badger Meter reserves the right to adjust the daily schedule and cadence of Product communications as appropriate based on factors that may negatively impact the Product as installed, including, but not limited to, cellular coverage, RF interference, or signal obstruction.

ORION Water Endpoints	20 years and 6 months after shipment

Products are warranted to be free from defects in material and workmanship for twenty (20) years and six (6) months after shipment from Badger Meter. Badger Meter will repair or replace, at its discretion, a non-performing Product at no cost during the first ten (10) years, and at a prorated price during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the Product list prices at the time of Product return and according to the following prorated price discount schedule:

Year	Discount %	Year	Discount %
11	70	16	45
12	65	17	40
13	60	18	35
14	55	19	30
15	50	20	25
		>20	0

Replacement Products are warranted for and under the balance of the original applicable Product warranty.

GUARANTEE OF NETWORK PERFORMANCE

If the communication network that supports any ORION Cellular water endpoint in the Customer's meter service area ("Network") explicitly and publicly discontinues operation during the Product warranty time period stated herein, thereby rendering any endpoint unable to successfully transmit meter reading data ("Shut Down"), then for each Shut Down endpoint, as confirmed in writing by the Network operator and verified in writing by Badger Meter, Badger Meter will provide the following guarantee in exchange for applicable fees and minimum purchase commitments as described in the most current BEACON® Software as a Service (SaaS) with ORION NaaS Pricing Terms and Conditions document from Badger Meter.

Badger Meter will supply a replacement endpoint that is supported by the most current technology readily available for full-scale use in the Customer's meter service area affected by Shut Downs ("Replacement endpoints") at no charge to the Customer for such Replacement endpoints during the first ten (10) years of the Product warranty time period, and according to the prorated price discount schedule stated herein, during the last ten (10) years of the Product warranty time period. Replacement endpoints are warranted for and under the balance of the original applicable endpoint warranty.

The Customer shall be responsible for all other direct and indirect costs associated with the Replacement endpoints, including but not limited to costs associated with installation and maintenance.
If the Customer agrees to pay for shipping and the most current Badger Meter published disposal fee per Replacement endpoint, Badger Meter will properly dispose of returned Shut Down endpoints.

PRODUCT RETURNS

Product failures must be proven and verified to the satisfaction of Badger Meter. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any asserted defect within 10 (ten) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace the defective Product for the Customer within a reasonable time, after receipt of proof that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center.
The Customer shall be responsible for all direct and indirect costs associated with removing the Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to any Product repaired or altered by any Party other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with Badger Meter instructions. The warranty shall not apply and shall be void with respect to Products exposed to conditions other than those detailed in Product technical literature or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration or other circumstances which are beyond the reasonable control of Badger Meter. With respect to products not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of the Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of the Product shall not be construed as an express warranty unless confirmed to be such, in writing, by Badger Meter.

Attachment: Badger ORION Cellular Water Endpoints Warranty (2025-R-31 : Approve Piggyback of Pinellas Park's Contract for Advanced Water

Exclusion of Consequential Damages and Disclaimer of Other Liability

The liability of Badger Meter with respect to breaches of the foregoing warranty shall be limited as stated herein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

ORION is a registered trademark of Badger Meter, Inc. Other trademarks appearing in this document are the property of their respective entities. Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists. © 2024 Badger Meter, Inc. All rights reserved.

Attachment: Badger ORION Cellular Water Endpoints Warranty (2025-R-31 : Approve Piggyback of Pinellas Park's Contract for Advanced Water

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **April 8, 2025**
FROM: **Valerie Manning**
SUBJECT: **FIRST READING - an Ordinance of City of Holly Hill, Florida, Adopting the Amended Holly Hill Community Redevelopment Plan; Providing for a Ten-Year Extension of the City of Holly Hill Community Redevelopment Agency's Operational Timeframe; Providing for a Ten-Year Extension of the City of Holly Hill Community Redevelopment Area Redevelopment Trust Fund; Providing for the County TIF Contribution Rates for the Holly Hill Redevelopment Trust Fund; Providing for Severability; Providing for Inclusion in the Holly Hill Code; and Providing for an Effective Date.**
NUMBER: **2025-O-3084**
APPLICANT:
PLANNER:

INTRODUCTION:

The Holly Hill Community Redevelopment Agency (CRA) has played a crucial role in revitalizing and transforming the city's redevelopment area through strategic investments and redevelopment initiatives. The CRA Board initiated the process for adopting the modified and extended Community Redevelopment Plan for a ten-year period by Resolution on March 25, 2025. The Planning and Appeals Board reviewed the plan for consistency with the Comprehensive Plan on April 7, 2025 and found it in compliance. The Community Redevelopment Plan is now before City Commission for approval and adoption through First and Second Readings of the Ordinance. Concurrently, the plan is undergoing the County of Volusia's approval process, which will culminate in final adoption by the Volusia County Council.

BACKGROUND:

In 1992, the Volusia County Commission adopted Delegation of Authority Resolution 92-257, granting the City of Holly Hill the authority to establish a CRA. Following this authorization, the City of Holly Hill formally created the Holly Hill CRA in 1996 through Ordinance 24-26, laying the foundation for structured redevelopment efforts.

The initial Community Redevelopment Plan was adopted in 1996 and later updated in 2007 to reflect evolving community needs and redevelopment goals. Since its inception, the CRA has successfully driven economic growth, improved infrastructure, and enhanced the quality of life for residents and businesses. Under its current operational timeframe, the CRA is set to expire on December 31, 2026. Given the continued presence of blight and the need for ongoing redevelopment efforts, staff recommends extending the CRA's operational term for an additional

ten years to build on its successes and ensure long-term community revitalization.

DISCUSSION:

Summary of CRA Accomplishments

The CRA's targeted investments have led to significant improvements across multiple focus areas:

Economic Development: Generated over $200 million in incremental taxable value, surpassing the original base value of $88 million, and attracted 100+ new businesses, creating jobs and economic growth.

Infrastructure Improvements: Upgraded utilities, converted overhead to underground power, enhanced streetscapes, improved sidewalks, and beautified key community gateways.

Public Safety: Increased police presence, established crime watch programs, and hosted safety events, strengthening security within the CRA district.

Community Engagement: Actively participated in major community events, while promoting grant programs for redevelopment.

Public-Private Partnerships: Successfully developed Pictona at Holly Hill, a premier pickleball destination featuring 49 courts, an on-site restaurant, clubhouse, and education center, boosting tourism and local businesses.

Revitalization of Blighted Areas: Acquired and redeveloped underutilized properties, enhanced public spaces like Centennial Park, and funded residential and commercial property improvements through grant programs.

Future Vision

The 2024 CRA Plan update will focus on four key themes to guide future redevelopment efforts:

Attracting Investments - Expanding public-private partnerships and supporting new business development.

Keepers of the Vision - Preserving the city's character while promoting strategic growth.

Quality of Life - Enhancing parks, recreational facilities, affordable housing, and community spaces.

Infrastructure Enhancements - Continuing utility, stormwater, and streetscape improvements to support long-term sustainability.

CONCLUSION:

The Holly Hill CRA has made a lasting impact by fostering economic growth, improving infrastructure, enhancing public safety, and revitalizing blighted areas. Given the continued need for redevelopment, staff recommends extending the CRA's operational term for an additional ten years beyond 2026 to sustain Holly Hill's progress and ensure long-term community benefits.

STAFF RECOMMENDATION:

Staff respectfully requests that the City Commission approve adopting the modified and extended Community Redevelopment Plan for a ten-year period.

COMMISSION GOAL:

Goal #3: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention.

MOTION:

APPROVE ADOPTING THE AMENDED HOLLY HILL COMMUNITY REDEVELOPMENT PLAN; PROVIDING FOR A TEN-YEAR EXTENSION OF THE CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AGENCY'S OPERATIONAL TIMEFRAME; PROVIDING FOR A TEN-YEAR EXTENSION OF THE CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AREA REDEVELOPMENT TRUST FUND; PROVIDING FOR THE COUNTY TIF CONTRIBUTION RATES FOR THE HOLLY HILL REDEVELOPMENT TRUST FUND; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE HOLLY HILL CODE.

ATTACHMENTS:

- Holly Hill CRA Plan Update 2025 (PDF)

Ordinance No. 2025-3084

FIRST READING - AN ORDINANCE OF CITY OF HOLLY HILL, FLORIDA, ADOPTING THE AMENDED HOLLY HILL COMMUNITY REDEVELOPMENT PLAN; PROVIDING FOR A TEN-YEAR EXTENSION OF THE CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AGENCY'S OPERATIONAL TIMEFRAME; PROVIDING FOR A TEN-YEAR EXTENSION OF THE CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AREA REDEVELOPMENT TRUST FUND; PROVIDING FOR THE COUNTY TIF CONTRIBUTION RATES FOR THE HOLLY HILL REDEVELOPMENT TRUST FUND; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE HOLLY HILL CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF CITY OF HOLLY HILL, FLORIDA, ADOPTING THE AMENDED HOLLY HILL COMMUNITY REDEVELOPMENT PLAN; PROVIDING FOR A TEN-YEAR EXTENSION OF THE CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AGENCY'S OPERATIONAL TIMEFRAME; PROVIDING FOR A TEN-YEAR EXTENSION OF THE CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AREA REDEVELOPMENT TRUST FUND; PROVIDING FOR THE COUNTY TIF CONTRIBUTION RATES FOR THE HOLLY HILL REDEVELOPMENT TRUST FUND; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE HOLLY HILL CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 1992 the Volusia County Commission adopted Delegation of Authority Resolution 92-257 granting the City of Holly Hill the authority to establish a Community Redevelopment Agency; and

WHEREAS, the Volusia County Commission adopted Delegation of Authority Resolution 92-257 grants the Holly Hill CRA and operational time frame through 2026; and

WHEREAS, in 1996 the City of Holly Hill, Florida (the "City") adopted Ordinance 2426, creating the Holly Hill Community Redevelopment Agency (the "CRA"); and

WHEREAS, the initial Holly Hill Community Redevelopment Plan (the "Plan") was adopted by the City of Holly Hill, Florida (the "City") in 1996 and subsequently updated in 2007; and

WHEREAS, in accordance with the Community Redevelopment Plan and enacting resolutions, the initial term of the Plan is for a period ending December 31, 2026; and

WHEREAS, the City, in close coordination with Volusia County leadership and staff, recently conducted detailed community redevelopment planning process in accordance with Florida Statutes, Chapter 163, Part III, to initiate the Community Redevelopment Plan update process; and

WHEREAS, the extensive evaluation processes, community involvement, and redevelopment focus areas, redevelopment elements, and short-term, mid-term, and long-term implementation schedule identified in coordination with Volusia County were incorporated into a plan titled Amended Holly Hill Community Redevelopment Plan dated March 2025, which is attached hereto as Exhibit "A" (the "Plan"); and

WHEREAS, the CITY finds that conditions of slum and/or blighted areas continue to exist within the CRA area adopts the findings set forth in the "Plan", and finds that the purposes of the CRA and the public health, safety, and welfare will be served by extending the operational term of the CRA for an additional ten (10) years; and

WHEREAS, in accordance with Fla. Stat. 163.346(1), the City Commission is authorized to modify the Community Redevelopment Plan upon the recommendation of the CRA and as otherwise provided in Chapter 163, Florida Statutes and the Interlocal Agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. RECITALS. The foregoing recitals are hereby verified as true and correct and are adopted as a material part of this Ordinance.

SECTION 2. The City Commission hereby adopts the attached Amended Holly Hill Community Redevelopment Plan dated March 2025, attached hereto as **Exhibit A.**

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is, for any reason, determined invalid, void, voidable, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion will be deemed a separate, distinct, and independent provision, and such holding will not affect the validity of the remaining Resolution unless the purpose of this Resolution is frustrated thereby.

SECTION 4. CONFLICTS. In the event of a conflict or conflicts between this Resolution and any other Resolution of the Holly Hill Community Redevelopment Agency, this Resolution controls to the extent of any such conflict.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect upon approval by the Volusia County Council of the Amended Community Redevelopment Plan dated 2025. If the Volusia County Council approval is not attained by July 1, 2025, this Ordinance shall become a nullity.

APPROVED AND AUTHENTICATED on this 8th day of APRIL 8, 2025 for first reading.

EXHIBIT "A"

HOLLY HILL COMMUNITY REDEVELOPMENT PLAN - 2025

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

CITY OF HOLLY HILL

COMMUNITY REDEVELOPMENT PLAN UPDATE

MARCH 2025

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL
COMMUNITY REDEVELOPMENT PLAN UPDATE

GAI's Community Solutions Group (CSG) is a cross-functional team of professionals who help create sustainable, livable places. We plan and design public spaces, sculpt landscapes and parks, reimagine streets and roads, and provide the regulatory and economic insight necessary to bring projects to life.

ACKNOWLEDGMENTS

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This document has been prepared by GAI Consultants, Inc. on behalf of the City of Holly Hill Community Redevelopment Agency.

HOLLY HILL
FLORIDA

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

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2025 HOLLY HILL CRA PLAN UPDATE

EXECUTIVE SUMMARY

In 1992, the Volusia County Commission granted, through the adoption of Delegation of Authority Resolution 92-257, the City of Holly Hill ("City") the authority to establish a Community Redevelopment Agency. The Holly Hill Community Redevelopment Agency ("Agency") was established in 1996 by the Holly Hill City Commission through the adoption of establishing Ordinance 24-26.

The first Holly Hill Community Redevelopment Area ("Holly Hill CRA") Plan was adopted in 1996, and subsequently updated in 2007. Based on the year the Agency was established, prior to 2002, and the year in which the Holly Hill CRA Plan was adopted, the Agency has a base operational time frame of 30 years, with a current sunset date of 2026.

Since its creation, the Agency has implemented a wide range of capital infrastructure improvements within the Holly Hill CRA, such as streetscapes, parks and open spaces, stormwater and utility improvements. In addition, the Agency has realized numerous redevelopment programming successes, including, but not limited to, small business support, commercial corridor improvements, and destination tourism development.

The Agency is seeking an extension of its operational timeframe by ten years, until 2036. Subsequent discussions with Volusia County regarding extension of the "sunset" provisions resulted in the initiation of this Holly Hill Community Redevelopment 2025 Plan Update ("2025 Plan").

This 2025 Plan builds upon the achievements of the 2007 Holly Hill CRA Plan, acknowledging past successes and integrating feedback from an extensive public engagement program. This has led to a focused approach for the 2025 Plan, identifying specific projects and initiatives that maximize resource utilization for optimal success. These capital projects and programming initiatives articulate the four (4) themes and focus areas of this 2025 Plan, including:

- Attracting Investments
- Keepers of the Vision
- Quality of Life
- Infrastructure Enhancements

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

The themes and focus areas of this 2025 Plan include specific programming and capital projects which have been summarized below.

The **Attracting Investments** theme outlined in this 2025 Plan aims to create an environment that encourages development and generates prosperity.

The **Quality of Life** programming and capital projects identified within this 2025 Plan seek to enhance the overall living conditions, making the area aesthetically and environmentally appealing for residents, businesses, and visitors.

The **Keepers of the Vision** theme strives to establish a process to support community involvement for the monitoring and maintenance of this 2025 Plan and to provide a platform for local business advocacy and representation of the Holly Hill business community.

The **Infrastructure Enhancements** programming and capital projects outlined within this 2025 Plan aim to upgrade existing infrastructure and introduce additional improvements to roads, utilities, and stormwater facilities, thereby supporting economic activity.

Highlighting specific projects in the implementation program include the following:

- Completing design and right-of-way ("R-O-W") needs for improvements to LPGA Boulevard.
- Developing comprehensive plans related to stormwater facilities to address flooding and water quality run-off issues.
- Expanding businesses and property-owners' incentive programs to help address appearance and facade issues.
- Addressing the opportunities to improve and re-purpose motel land uses to mitigate appearance and social concerns.
- Focus initiatives for comprehensive redevelopment and identify specific planning resources for three key areas:
  - Pictona Campus and surrounding area.
  - Proposed Entertainment District.
  - Maintain and improve Carswell Avenue Industrial Area.

In addition, this 2025 Plan has identified nearly $238.7 milliondollars in potential programming and potential capital improvement costs through 2036. This 2025 Plan also estimates that the Holly Hill CRA will generate a combined tax increment between $10,675,755 and $10,759,755 through the Agency's current sunset date, 2026. The Holly Hill CRA is anticipated to generate, in total, between $46,390,200 and $49,031,200 in additional receipts throughout the 10-year projection period, 2027 to 2036.

This 2025 Plan provides goals, themes, objectives, as well as tax increment projections extending beyond the Agency's current operational time frame, 2026, through 2036. Throughout the planning process, Volusia County was engaged in the collaborative discussions to ensure this 2025 Plan addresses goals and objectives of the community. This was particularly important in addressing the infrastructure elements related to transportation and stormwater facilities. This collaborative approach was crucial to facilitate discussion and goals in extending the Agency's operational time frame through 2036.

Formal adoption of this 2025 Plan in accordance with the process is required under Florida Statutes ("F.S.") Chapter 163(III). This 2025 Plan is current with the latest data, and addresses specific desired outcomes regarding capital investments, and economic development as cornerstones of strategies moving forward.

SECTION ONE
INTRODUCTION

SECTION 1.1
DEFINING THE AREA

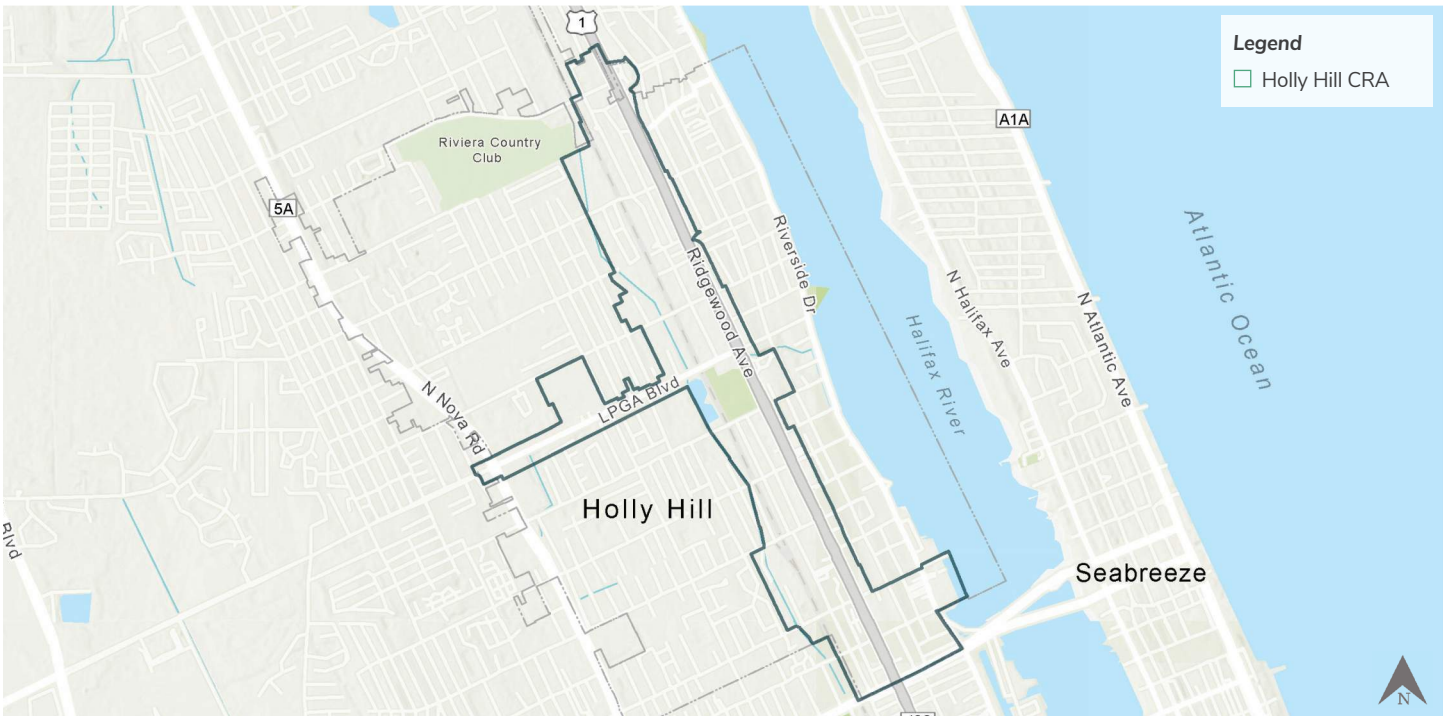
The City of Holly Hill ("City") is located in northeast Volusia County ("County"). Situated along the banks of the Halifax River, the City offers a blend of natural beauty and suburban tranquility. Known as the home of Pictona, a world class pickleball facility coined "Pickleball Paradise", the City also affords residents and guest scenic waterfront parks, the weekly Sunday Halifax Riverside Market, community concerts, kayaking, and other recreational opportunities The City's convenient location between Daytona Beach and Ormond Beach makes it an attractive destination for those looking to explore the broader region while enjoying a peaceful, small-town vibe.

According to ESRI Business Analyst, the City has a 2024 estimated population of 12,945, resulting in a population density of 3,269 people per square mile. The City has 6,079 total households, with a median household income of $40,123, and a per capita income of $31,721.

The Holly Hill Community Redevelopment Area ("Holly Hill CRA") encompasses approximately 755 acres within the City. The Holly Hill CRA is generally located between the Florida East Cost (FEC) Railroad and U.S. Highway 1 (Ridgewood Avenue); as well as Mason Avenue and portions of LPGA Boulevard, as illustrated in the map below (see **Figure 1 - Holly Hill CRA Boundary Map**).

According to ESRI Business Analyst, the Holly Hill CRA had an estimated population of 2,580 as of 2024 estimates, representing a population density of 2,293 persons per square mile. The Holly Hill CRA has 1,270 total households, with a median household income of $37,860, and a per capita income of $30,050, as of 2024 estimates according to ESRI Business Analyst.

Figure 1. Holly Hill CRA Boundary Map



Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

SECTION 1.2

HISTORY

The Holly Hill Community Redevelopment Agency ("Agency") is a dependent special district created by the City in May 1996 to implement the community redevelopment activities outlined under Florida Statutes ("F.S."), Chapter 163. The Holly Hill Community Redevelopment Area ("CRA"), created by the Agency, which encompasses approximately 755 acres, has been served by the 1996 and 2007 Holly Hill CRA Redevelopment Plan ("Redevelopment Plan").

The Redevelopment Plan acts as the main guide for all CRA related activities. The Agency is set to "sunset" in 2026. Its primary goals are to reduce or eliminate blight, enhance the tax base, and promote both public and private investment through various programs and incentives for residents and local businesses. The Agency has achieved numerous milestones since its creation, including community activities, utility improvements, and new construction. These accomplishments encompass business development initiatives, programs, and community events.

The primary vision for the Holly Hill CRA is to be a safe, vibrant, affordable and diverse community that all of its current and future residents can enjoy while maintaining a secure quality of life. The Agency established six primary initiatives as part of the Redevelopment Plan based on both public input and market search to promote this vision, these initiatives include:

1. Preserve and Enrich the Character of Holly Hill.
2. Establish an Identity.
3. Improve Stormwater and Utilities.
4. Enhance Transportation and Access.
5. Launch Social and Community Safety Activities.
6. Staffing Necessities.

These six initiatives serve as the framework to implement the community vision and encourage private sector investment and address conditions of slum and blight.

The Holly Hill CRA plays an essential role in the vitality and success of the City as a whole. As the center of entertainment, commerce, and civic activities, the district represents the identity of the City to the local community, the County, and Florida. The Agency is committed to improving the quality of life for its citizens—allowing for a dynamic and diverse community where people of all ages, ethnicities, and incomes have opportunities to find quality housing, jobs, goods, services, and cultural amenities. Through creativity, innovation, hard work, and persistence, the Agency will bring redevelopment and reinvestment to the Holly Hill CRA through socially, economically, and environmentally sustainable methods, in order to help create a beautiful and vibrant district which reflects the assets and the character of the City as a whole.

The Holly Hill CRA Trust Fund saw a 10.7% increase in revenues generated from property taxes from Fiscal Year ("FY") 2021/2022 to FY 2022/2023. FY 2022/2023 property tax revenues were the greatest achieved over the last four fiscal years, as represented below.

- 2019/2020 – $2,616,390
- 2020/2021 – $2,734,058
- 2021/2022 – $2,950,466
- 2022/2023 – $3,266,242

SECTION 1.3
SUMMARY OF ACCOMPLISHMENTS

The Agency has followed a strategic plan to guide investments and improvements across various redevelopment themes. These themes directed numerous successful initiatives aimed at revitalizing the community. Below is a summary of recent projects and their support of the respective themes.

Economic Development

- The Holly Hill CRA has generated $200 million in incremental value, surpassing its initial taxable value of $88 million.
- Over a hundred new businesses have been attracted, alongside the expansion and relocation of existing businesses, leading to increased job opportunities and economic prosperity.

Infrastructure Improvements

- The Agency started a comprehensive beautification initiative, enhancing gateways with dedicated signage and median landscaping.
- The Agency supported numerous utility infrastructure projects including the Overhead to the Underground Utilities Conversion Project, district water and wastewater system upgrades, reclaimed water line expansion, City Hall Annex electric modifications, and fire alarm installations.
- The Agency supported several streetscape and transportation projects including the leveling of sidewalks, installing new street signage, landscaping, bus shelters, benches, and repaving deteriorating streets.

Safety Advancements

- Increased police presence through additional staff, a new substation, and the establishment of student, business watch, and crime reduction programs.
- The Holly Hill Police held regular safety-related events in the Holly Hill CRA and served as ambassadors to popular events.

Community Engagement

- The Agency organized targeted mail campaigns to promote grant programs for developers, businesses, and residents.
- The Agency participated in community events over multiple years, including Trunk-or-Treat, Easter Egg Hunt, Hot Rods on the Hill, Farmer's Market, Bike Week, Founders Day/ McCoy Rum Festival, Christmas Parade, and National Night Out.

Public-Private Partnerships

- The Agency established a successful Public-Private Partnership resulting in the creation of Pictona at the former Hollyland Park. Pictona, a renowned pickleball destination, boasts 49 courts, an on-site restaurant, clubhouse, education center, and retail.

Revitalization of Blighted Areas

- The Agency has taken strides towards revitalizing the area through land acquisitions, improvements, and demolitions.
- Specific properties like the Holly Hill Market were acquired for the renewal of dilapidated structures, lot aggregation for redevelopment, and expansion of stormwater retention areas.
- The Agency supported enhancements to public spaces, such as Centennial Park and the former library transformed into a multi-use community resource center.
- The Agency funded numerous residential and commercial improvements via its variety of grant offerings including façade, awning, signage, landscaping, demolition, paving, and painting grants.

Additionally, the Agency has initiated several studies for future projects and programs, exemplified by the LPGA Widening Study and Center Avenue Feasibility Study. These accomplishments collectively underscore the Agency's commitment to comprehensive community development and ongoing improvement initiatives.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

The Agency has achieved significant milestones over its multi-decade existence, catalyzing investment, and revitalization in the area. Demonstrating sustained growth, some key year-over-year accomplishments include:

2005

- Holly Hill CRA Overlay Zoning ordinance was adopted by the Agency that promoted permitted uses while prohibiting certain other uses for properties adjacent to Ridgewood Avenue and LPGA Boulevard and allowed for shared parking and stormwater facilities, on a case-by-case basis, and established architectural design standards for new construction projects.
- Has been providing commercial improvement matching grants and private residential improvement and demolition grants.

2006

- Enhanced police presence.
- New hardware store.
- Business directory database.
- Mail campaign to attract business.

2007

- Marketing initiatives including logo and mail campaign to businesses continuation and new mailers explaining residential grants and conference.
- Special event sponsorship.
- Utility improvements including lift stations.

2008

- Expansion of enhanced police presence including student programs, business watch program, crime reduction program, new vehicle, and substation.
- First Master Plan was created.
- Utility improvements including Ridgewood Avenue water main, sidewalk improvements and leveling program, reclaimed water system expansion to park and city hall complex.
- Purchased two properties for public use.

2009

- Streetscape improvements including street/stop signs, transit shelters, Daytona Avenue mill and pave.
- Mail campaign to developers.
- Centennial Park upgrade including parking area, sidewalks, and planting beds.

2010

- Utility upgrades–wastewater main line improvements, emergency generators at lift station, valve and hydrant replacement.
- The Market property purchased as historically significant site.
- Mail campaign to businesses.

2011

- Holly Hill Market Capital Improvement Project (“CIP”) began in four phases.
- Remodel former library.
- New boundary established.

2012

- Holly Hill Market completed.
- Numerous Property Improvement Grants.
- Three land acquisitions.

2013

- Fire alarms and electrical connections for 1200 Center Avenue (2012 acquisition).
- Demolition and sod for 140 Riverside Drive (2012 acquisition).
- Lift Station improvements completed.
- Traffic mast arms installed.
- $5,000,000 Bond approved 3/2013 for three phase Overhead to Underground Utility project.
- Amendment 2 authorizes 1200 Center Avenue project 12/10/13.
- Numerous Property Improvement Grants.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

2014

- Overhead to Underground Utilities Conversion Project.
- Numerous Property Improvement Grants.
- Land acquisition to aggregate lots, stormwater ponds.
- Traffic mast arms installed.

2015

- Overhead to Underground Utilities Conversion Project.
- Bus shelter replacement due to damage.
- Traffic mast arms installed.
- Market re-roofing.
- Numerous Property Improvement Grants.

2016

- Overhead to Underground Utilities Conversion Project.
- Electrical Modifications to the City Hall Annex.
- Market re-roofing continued.
- Numerous Property Improvement Grants.

2017

- Overhead to Underground Utilities Conversion Project.
- Numerous Property Improvement Grants.
- Seven businesses opened or relocated to the CRA, three expanded.
- Sold the Market property to private investor.

2018

- Overhead to Underground Utilities Conversion Project.
- Gateway establishment with signs and median landscaping.
- Nine businesses opened or relocated to the CRA, one expanded.
- Numerous Property Improvement Grants.

2019

- Overhead to Underground Utilities Conversion Project.
- Gateway establishment with signs and median landscaping.
- Numerous Property Improvement Grants.
- Paint grant established.
- Ten businesses opened or relocated to the CRA, two expanded.

2020

- Overhead to Underground Utilities Conversion Project.
- Holly Hill and Pictona enter into a Public Private Partnership ("P-3"), creating Pictona.
- Sale of land across from Marina Grande for redevelopment.

2021

- Overhead to Underground Utilities Conversion Project.
- 30 new businesses opened or relocated, five expanded.
- Pictona was completed.

2022

- Pictona Phase 2 initiated in P-3 Partnership with City.
- 80 new businesses opened and three relocated.

Additional achievements include:

Funding: Capital Improvement Projects and Land Acquisitions.

Grants: Demolition, Façade, Awning, Sign, Landscaping, Painting, Mural, and Fence.

Events: Distributed informational materials and development opportunity information at Trunk-or-Treat, Easter Egg Hunt, Hot Rods on the Hill, Farmer's Market, Bike Week, Founders Day/ McCoy Rum Festival, Christmas Parade, National Night Out, and the City Concert Series.

Capital Improvement Projects: Gateway signs, District Water System improvements, Lift Station Improvements, Overhead to Underground Utility Projects. Property improvements including demolition, LPGA Widening Study, Center Avenue Feasibility Study, and Bus Shelter/Bench Replacements.

Pictona at Holly Hill | Source: Homes.com

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

SECTION 1.4

COMMUNITY REDEVELOPMENT ACT

The Community Redevelopment Act assists local governments in the prevention and elimination of slums and blight that contribute substantially and increasingly to the spread of disease and crime; constitute an economic and social liability imposing onerous burdens which decrease the tax base and reduce tax revenues; substantially impair growth; hinder the provision of housing accommodations; aggravate traffic problems; and substantially hamper the elimination of traffic hazards and the improvement of traffic facilities.

The following Florida Statutes ("F.S.") define slum and blight conditions, their specific effects, and the intentions of the community redevelopment regime as a tool for implementing policy and programs:

1 | F.S. Chapter 163.335(1) ...[slum and blighted areas] constitute a serious and growing menace, injurious to the public health, safety, morals, and welfare of the residents of the state; that the existence of such areas contributes substantially and increasingly to the spread of disease and crime, constitutes an economic and social liability imposing onerous burdens which decrease the tax base and reduce tax revenues, substantially impairs or arrests sound growth, retards the provision of housing accommodations, aggravates traffic problems, and substantially hampers the elimination of traffic hazards and the improvement of traffic facilities; and that the prevention and elimination of slums and blight is a matter of state policy and state concern in order that the state and its counties and municipalities shall not continue to be endangered by areas which are focal centers of disease, promote juvenile delinquency, and consume an excessive proportion of its revenues because of the extra services required for police, fire, accident, hospitalization, and other forms of public protection, services, and facilities.

2 | F.S. Chapter 163.335(2) ...certain slum or blighted areas, or portions thereof, may require acquisition, clearance, and disposition subject to use restrictions, as provided in this part, since the prevailing condition of decay may make impracticable the reclamation of the area by conservation or rehabilitation; that other areas or portions thereof may, through the means provided in this part, be susceptible of conservation or rehabilitation in such a manner that the conditions and evils enumerated may be eliminated, remedied, or prevented; and that salvageable slum and blighted areas can be conserved and rehabilitated through appropriate public action as herein authorized and the cooperation and voluntary action of the owners and tenants of the property in such areas.

3 | F.S. Chapter 163.335(3) ...powers conferred by this part are for public uses and purposes for which public money may be expended and police power exercised, and the necessity in the public interest for the provisions herein enacted is declared as a matter of legislative determination.

4 | F.S. Chapter 163.335(5) ...the preservation or enhancement of the tax base from which a taxing authority realizes tax revenues is essential to its existence and financial health; that the preservation and enhancement of such tax base is implicit in the purposes for which a taxing authority is established; that tax increment financing is an effective method of achieving such preservation and enhancement in areas in which such tax base is declining; that community redevelopment in such areas, when complete, will enhance such tax base and provide increased tax revenues to all affected taxing authorities, increasing their ability to accomplish their other respective purposes; and that the preservation and enhancement of the tax base in such areas through tax increment financing and the levying of taxes by such taxing authorities therefor and the appropriation of funds to a redevelopment trust fund bears a substantial relation to the purposes of such taxing authorities and is for their respective purposes and concerns...

5 | F.S. Chapter 163.335(6) ...there exists in counties and municipalities of the state a severe shortage of housing affordable to residents of low or moderate income, including the elderly; that the existence of such condition affects the health, safety, and welfare of the residents of such counties and municipalities and retards their growth and economic and social development; and that the elimination or improvement of such condition is a proper matter of state policy and state concern is for a valid and desirable public purpose.

The Agency possesses the authority to govern the course of action concerning the redevelopment and rehabilitation of the area, and further, in the corporate limits of the City in the case that the City's governing body has acceded in the Redevelopment Plan set forth by the City.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

SECTION TWO
EXISTING CONDITIONS

SECTION 2.1
EXISTING CONDITIONS MAP SERIES

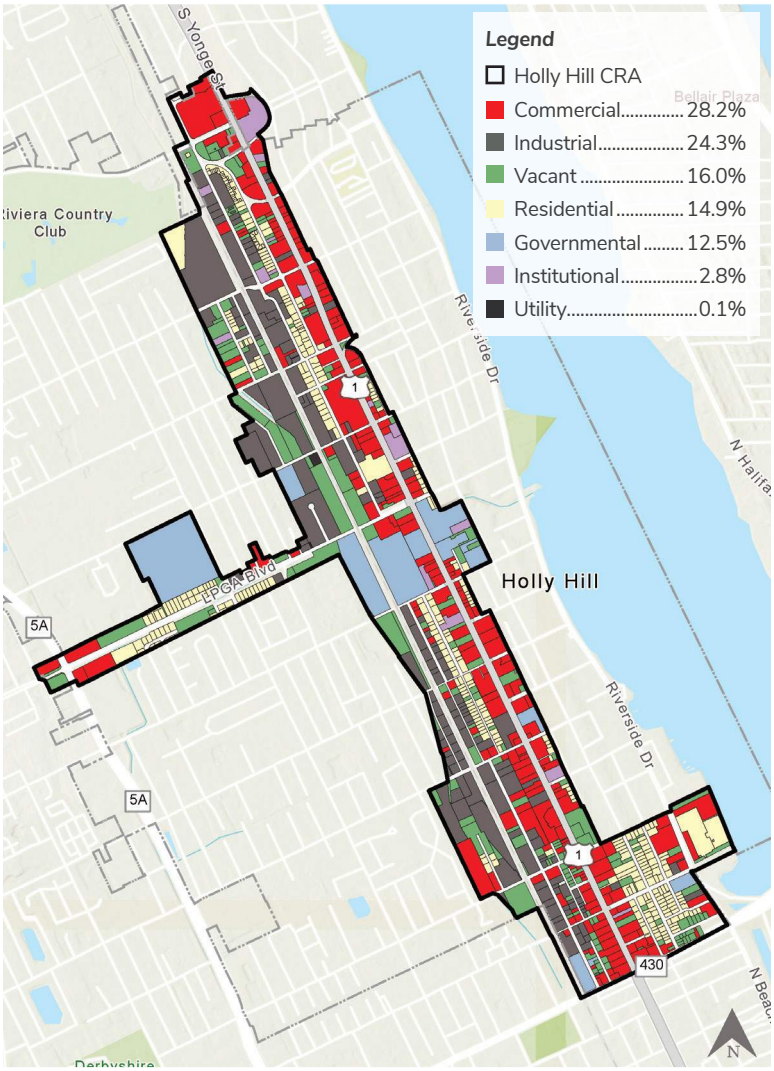
The following map series presents the existing conditions of the Holly Hill CRA. Conditions evaluated include Existing (Current) Land Use, Future Land Use, Zoning, City-Owned Land, and location of Vacant Land within the Holly Hill CRA. The following fi gures illustrate these conditions in addition to the distribution of land area by use (see Figures 4-7).

EXISTING LAND USE

Existing Land Use designations are classifi cations of property that describe the current use of the property. The Florida Administrative Code ("FAC") requires Property Appraisers to classify each parcel of real property to indicate its use as determined for valuation purposes. This use is refl ected in the Department of Revenue ("DOR") use codes applied to each real property on tax assessment rolls and depicts the existing use of the property. These DOR use codes account for individual condominium units as unique parcels for tax treatment purposes, which results in the appearance of a overabundance in the county of condominium parcels compared to the total acres of land occupied by condominium uses. Therefore, for the purposes of this 2025 Plan, parcels identified as individual condominium units are not included in the condominium parcel count, only the parent parcel on which the condominium units are located is included in the count of condominium parcels.

Figure 2 – Holly Hill CRA Existing Land Use Map illustrates the existing land uses within the Holly Hill CRA, and the legend details the distribution of the total land area by existing land use designation.

Figure 2. Holly Hill CRA Existing Land Use Map



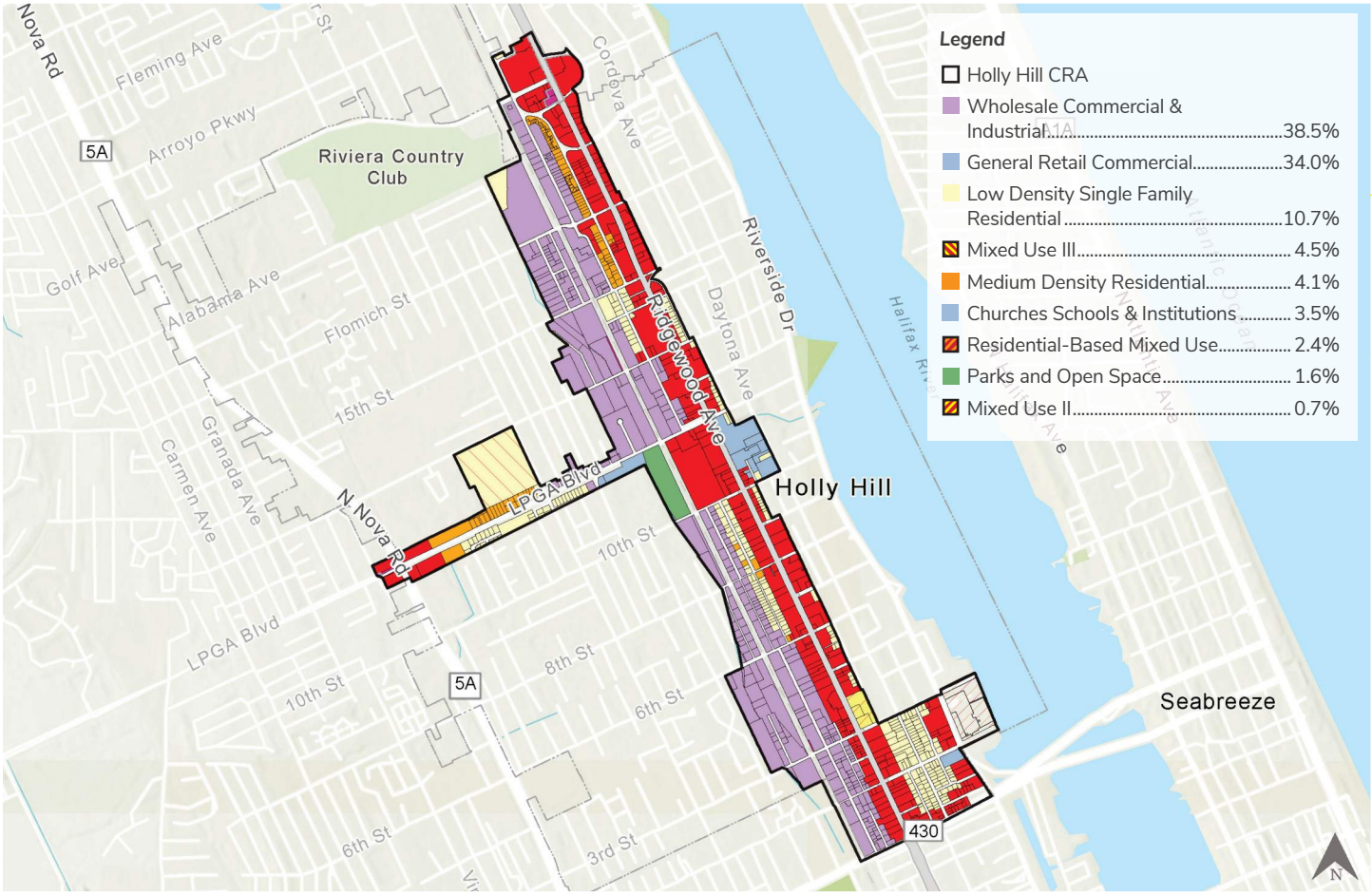
As illustrated in the map above, the primary land use within the Holly Hill CRA is commercial, covering 158 acres or 28.2% of the total area; followed by industrial use, which accounts for 136 acres or 24.3%. Residential land uses, including single-family homes, condominiums, multifamily units, and other types of housing, make up 15.6% of the land. Additionally, vacant lands constitute approximately 16.0% of the total area within the Holly Hill CRA.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

FUTURE LAND USE

Future Land Use ("FLU") designations are classifications of property that categorize permissible levels of intensity and/or density of development, in accordance with policies of the City's Comprehensive Plan and the requirements of the City's Land Development Regulations. **Figure 3 – Holly Hill CRA Future Land Uses** below illustrates the various FLUs within the Holly Hill CRA, and the legend details the distribution of total land area by FLU designation.

Figure 3. Holly Hill CRA Future Land Use Map



As illustrated in the map above, the primary future land use within the Holly Hill CRA is wholesale commercial and industrial, covering about 217 acres or 38.5% of the total area; followed by general retail commercial future land use, which accounts for 191 acres or 34.0%. Residential future land uses, including low density residential and medium density residential make up 14.7% of the total land. Additionally, mixed-use future land uses, including mixed-use II, mixed-use III, and residential based mixed-use constitute approximately 43-acres or 7.6% of the total area within the Holly Hill CRA. Remaining future land uses, including churches, schools, and institutions, as well as parks and open space compose approximately 29-acres or 5% within the Holly Hill CRA.

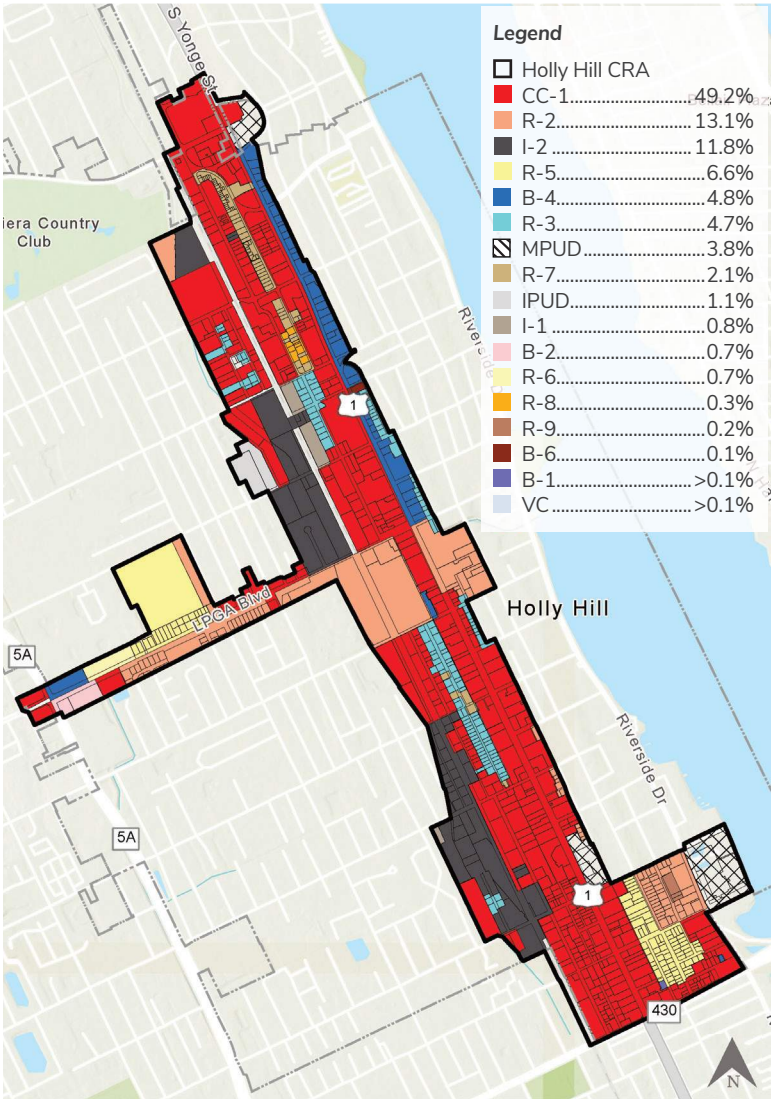
ZONING

Zoning designations are classifications of property that describes the permitted uses, and development standards applicable to the property, in accordance with policies of the City's Comprehensive Plan, and the requirements of the City's Land Development Regulations.

Figure 4 – Holly Hill CRA Zoning Map illustrates the different zoning classifications within the Holly Hill CRA, and the legend details the distribution to total land area by zoning designation. Zoning classifications are further defined below:

- Commercial Corridor District (CC-1)
- Low-Medium Density Single Family Residential (R-2)
- Heavy Industrial District (I-2)
- Two Family Residential (R-5)
- Highway Business District (B-4)
- Medium Density Single Family Residential (R-3/R-4A)
- Mixed Use Planned Unit Development (MPUD)
- Medium Density Multi-Family Residential (R-7)
- Industrial Planned Unit Development (IPUD)
- Wholesale-Light Industrial District (I-1)
- Planned Shopping Center District (B-2)
- Low Density Multi-Family Residential (R-6)
- Planned Shopping Center District
- Multi-Family Residential (R-8)
- Mobile Home Residential (R-9)
- Ridgewood Avenue Commercial District (B-6)
- Professional Office/Medical Office District (B-1)
- Volusia County (VC)
- Zero Lot-Line Single-Family Residential District (R-4A)

Figure 4. Holly Hill CRA Zoning Map



As illustrated in the above map, the primary zoning category within the Holly Hill CRA is commercial corridor district, covering about 342-acres or 49.2% of the total land area; followed by low-medium density single-family residential and heavy industrial district zoning with 13.1% and 11.8%, respectively. Additionally, all residential zoning categories make up approximately 192-acres or 28% of the total land area.

Riviera Neighborhood, Holly Hill | Source: Homes

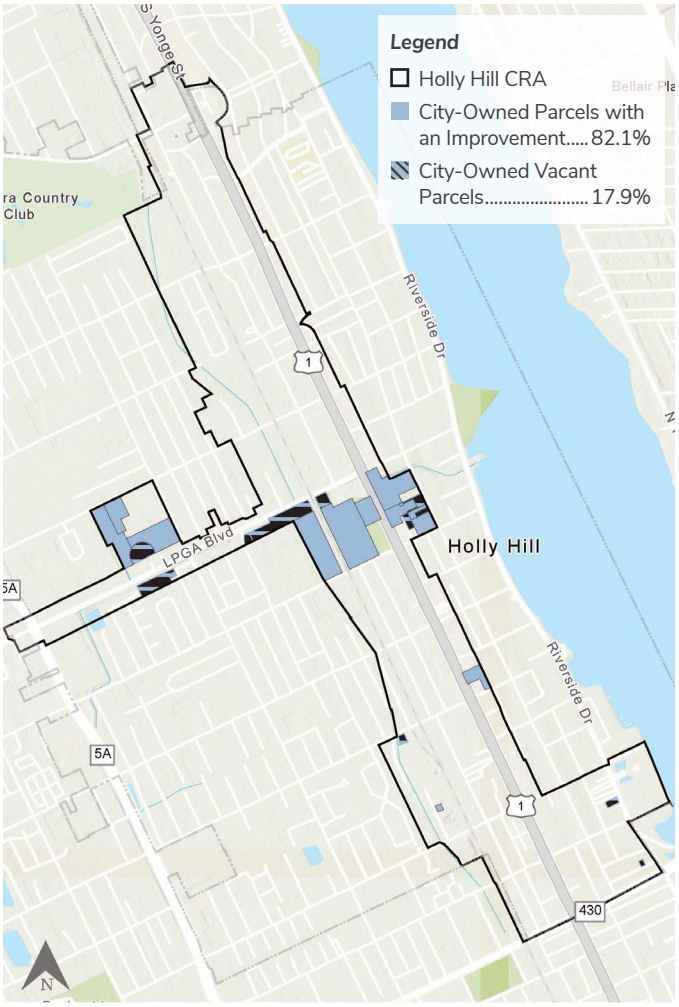
Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

CITY-OWNED

City-Owned parcels are those within the Holly Hill CRA that are owned by the City. These parcels may be utilized by the City and Agency to facilitate the implementation of redevelopment goals and strategies identified within this 2025 Plan. There are approximately 63 acres of City-Owned parcels within the Holly Hill CRA boundaries, composing about 11.3% of the total land area within the Holly Hill CRA.

Figure 5 - City-Owned Parcels illustrates the general location of the City-Owned parcels within the Holly Hill CRA, and the legend details the distribution of the land area owned by the City as it relates to the total City-Owned land within the Holly Hill CRA.

Figure 5. City-Owned Parcels



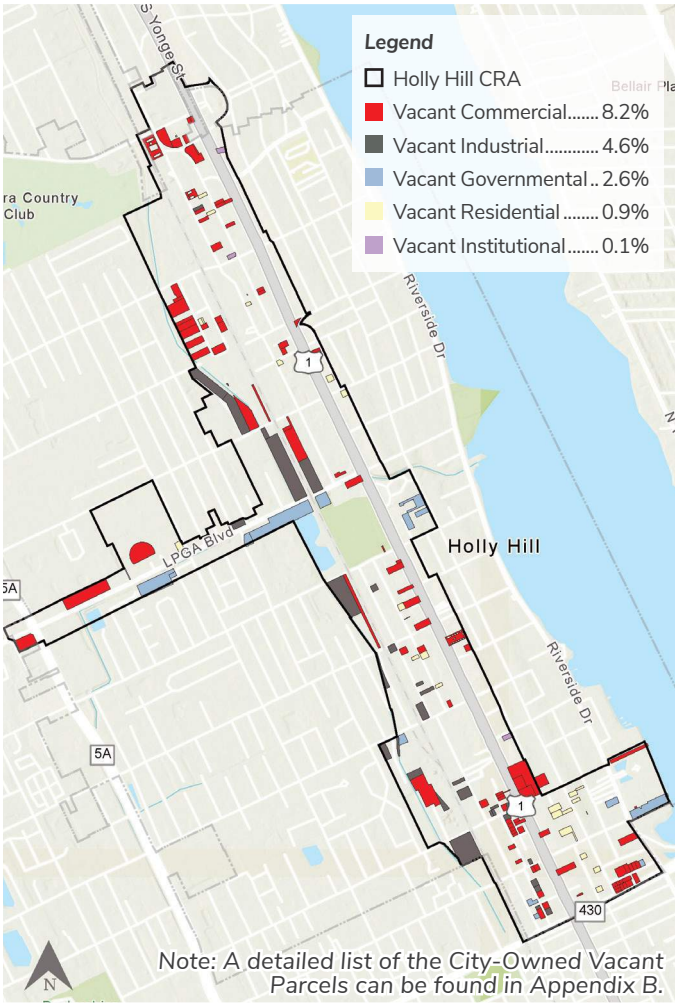
As illustrated in the above map, City-owned parcels with an improvement compose approximately 51.6 acres or 82.1% of the total City-owned land within the Holly Hill CRA; followed by City-owned vacant land with 11.3 acres or 17.9%.

VACANT LAND PARCELS

Vacant parcels are those within the Holly Hill CRA that are undeveloped and/or do not have a built structure upon them. There are seven categories of vacant parcels, these include: (1) Vacant Residential; (2) Vacant Commercial; (3) Vacant Industrial; (4) Vacant Institutional; (5) Vacant Governmental; (6) Vacant Utility; and (7) Vacant Other. These categories of vacant parcels represent redevelopment opportunities in their respective land use category.

Figure 6 - Vacant Parcels illustrates the general location of the Vacant Parcels within the Holly Hill CRA, and the legend details the distribution of vacant land categories as they relate to the total vacant land area within the Holly Hill CRA.

Figure 6. Vacant Parcels



As illustrated above, vacant commercial is the primary vacant land use category within the Holly Hill CRA with 45.7 acres or 8.2% of the total vacant land; followed by vacant industrial and governmental with 25.7 and 14.3 acres, respectively.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

SECTION THREE
OBJECTIVES & INITIATIVES

SECTION 3.1
AGENCY MISSION STATEMENT

Empowering our community through strategic initiatives, the Agency fosters an appealing, livable environment. We champion economic prosperity, creativity, and inclusivity for residents and visitors alike, ensuring a sustainable and vibrant quality of life.

SECTION 3.2
AGENCY GUIDING PRINCIPLES

Prioritize identifying and eliminating impediments that hinder progress in development: As a team, actively seek out and address any roadblocks that impede growth. Whether it's bureaucratic processes, outdated tools, or communication gaps, focus on creating a streamlined environment where development can thrive.

Leverage Resources to Optimize Development Potential: Recognize that resources—whether financial, human, or technological—are valuable assets. Optimize their utilization by allocating them strategically. Consider cross-functional collaboration, skill-sharing, and efficient resource allocation to maximize development potential.

Maximize Public/Private Cooperation: Acknowledge that development doesn't occur in isolation. Engage with local government, community organizations, and private stakeholders. Seek partnerships, share knowledge, and align goals to create a symbiotic relationship. By working together, we can achieve sustainable and inclusive development.

Coordinate Redevelopment Activity with Volusia County and Adjacent Cities: the City Holly Hill, Volusia County, and the adjacent cities of Ormond Beach and Daytona Beach have shared redevelopment challenges that may be better addressed through a coordinated redevelopment approach.

SECTION 3.3
PUBLIC ENGAGEMENT

The planning process and community input sessions accomplished as a part of this 2025 Plan included a robust public engagement and outreach program. This program included:

1. An online presence with an interactive website that provided project specific information about upcoming meetings and also enabled visitors to take a community input survey and leave comments on an interactive GIS map of the Holly Hill CRA.
2. In-person, small group, stakeholder interviews, over multiple days, with local business owners, residents and key thought-leaders.
3. Two (2) in-person Community Workshops to facilitate in-depth discussions and provide another opportunity for community input and engagement.

The consultant team dedicated numerous hours to "listening and learning" from different segments of the community prior to drafting this 2025 Plan. These sessions, held in March and April, included stakeholder interviews with property owners, civic leaders, and business proprietors. Additionally, input was solicited from the City's elected officials and senior staff.

On March 19th and 20th, 2024, one-on-one meetings were hosted at City Hall with more than three dozen stakeholder participants. During these sessions, an overview was provided covering what the Agency was legislatively entitled to do, the achievements of the Agency since its inception in 1996, and the proposed schedule for the updated planning process. Participants were then invited to share their perspectives on key issues that needed addressing, suggest who should be involved, and express their overall aspirations for the outcome of the planning process.

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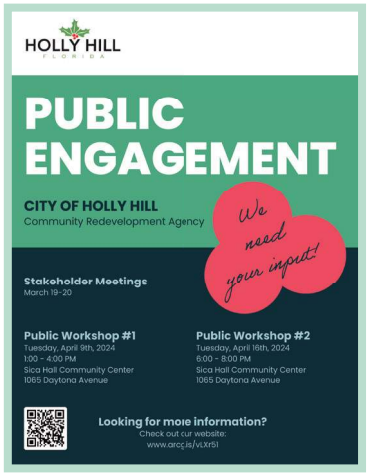


Following these initial sessions, two community workshops were held at the SICA Hall Community Center on April 9 and April 16, 2024. These workshops were advertised on the City's website including a project-specifi c webpage with a QR code related information. Attendees received a comprehensive overview of the Holly Hill CRA, the Agency, and its history and were encourage to provide input on community issues, projects, and programs by making a series of maps.

This exercise generated numerous comments, ideas, and specific opportunities to consider in developing the 2025 Plan. To broaden community engagement, a project-specifi c website was launched, allowing residents and other interested parties who could not attend the workshops to provide input. Website activity during the Plan update included 1,100 page views, 213 completed surveys, and 36 comments left on the website's interactive maps.

Interviews and workshops conducted during the public engagement process yielded valuable feedback, covering a wide range of questions and addressing various topics, such as:

- Community Character
- Infrastructure Needs
- Business Environment
- Partnerships and Public Participation
- Future Growth Opportunities and Economic Development

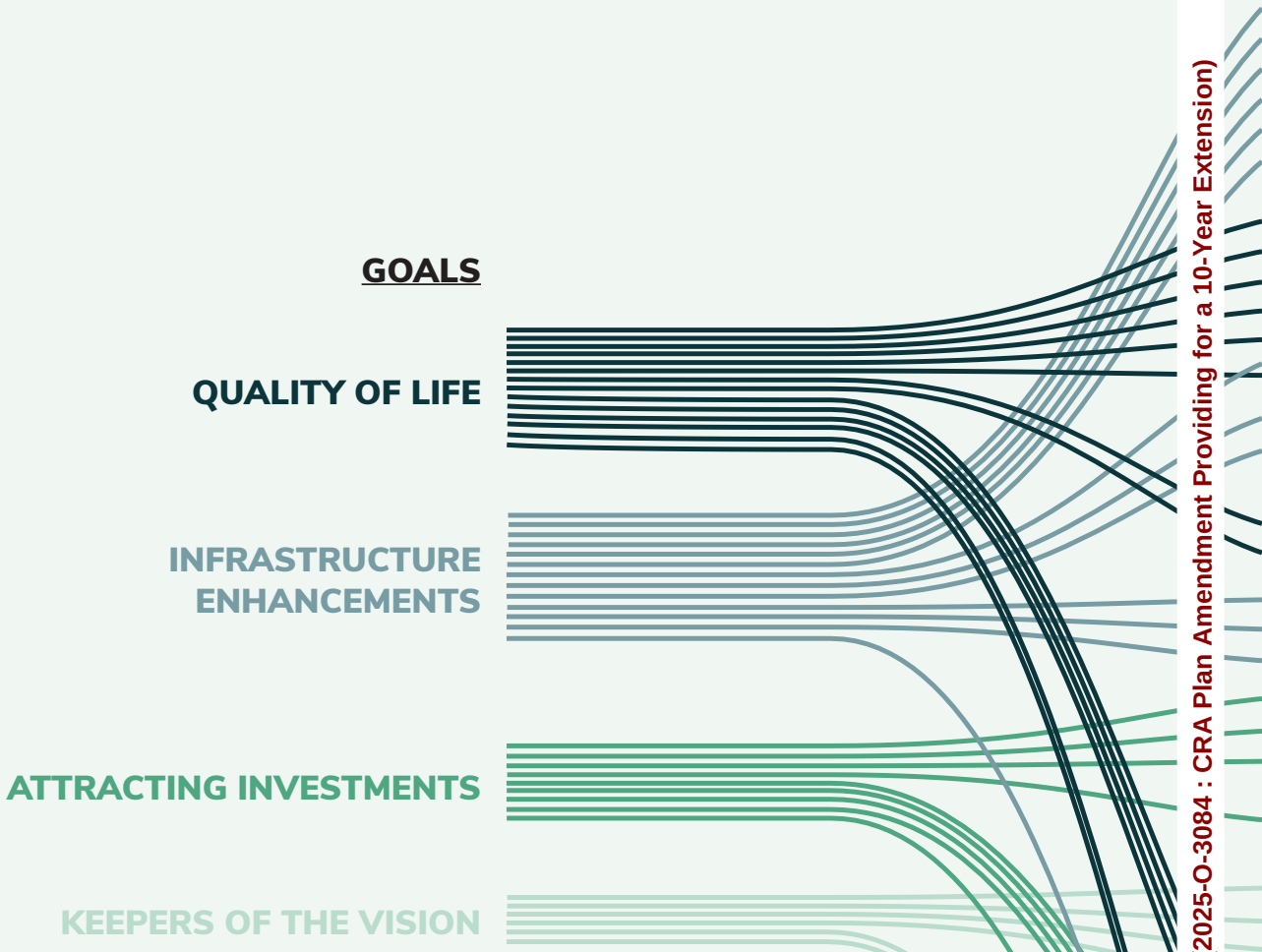
Key themes emerged from these areas of focus. Workshop participants contributed their input on preferred priorities, along with ideas and examples for future growth.

Holly Hill CRA Community Workshop

These key themes and areas of focus are illustrated in the fi gure on the following page (see **Figure 7 – Public Engagement Focus Areas and Themes**).

Further details on the public engagement component of this 2025 Plan update can be located within Appendix C – Public Engagement & Community Input.

Figure 7. Public Engagement Focus Areas and Themes



Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

Infrastructure Needs

Enhance infrastructure along LPGA Boulevard, Railroad Corridor, and Ridgewood.
Invest in upgrades for pedestrian and cyclist safety.
Explore options to reduce vehicular speed along Ridgewood.
Provide mid-block crossings.
Upgrade VOTRAN bus stops.
Identify and prioritize “quiet zone” crossing along railroad corridor.

Community Character

Commit to upgrading living conditions and appearance.
Grants for overall appearance upgrades.
District-wide landscaping installation in right-of-way.
Establish public art program/policies.
Provide entryway and gateway features.
Revisit how to make Ridgewood more aesthetically appealing.
Upgrade landscaping along main corridors.
Develop way finding system.

Business Environment

Initiate Public Outreach activities to engage the business community.
Enhance code enforcement staffing within the Holly Hill CRA.
Complete the design study for LPGA Boulevard, Implement study recommendations.
Develop stormwater master plan.
Complete Phase III of undergrounding overhead utilities.
Proactively position targeted areas for redevelopment.
Create a small area plan for the Pictona Campus and adjacent properties.
Develop a Hospitality/Entertainment District small area plan in southern part of CRA proximate to Daytona Beach’s CRA.
Develop a small area plan for the Carswell Industrial Area incorporating the opportunity for reuse of Volusia County’s EMT facilities.
Establish a steering committee to revisit CRA community input process.
Review roles and responsibilities of previous CRA Advisory Committee.
Research “best practices” format of CRA’s in county and region.
Determine how best to communicate with public and improve implementation process of projects and programs.

Future Growth Opportunities & Economic Development

Address Affordable Housing Shortages.
Purchase of nuisance properties.
Utilize Demolition Grants for nuisance properties.
Evaluate publicly owned properties for workforce housing development opportunities.
Catalyze economic development opportunities.
Attract investment to Pictona Area, Entertainment District, and the Industrial Small Area PC
Support Existing Businesses.
Inventory and catalog all vacant parcels.

Partnerships & Public Participation

Partner with property owners to maintain landscaping.
Partner with existing public/private organizations supporting the production of workforce housing.
Coordinate with Saint Johns River Water Management District (SJRWMD) and Volusia County on funding and implementation of stormwater plan.
Collaborate with Volusia County, Ormond Beach, and Daytona Beach to leverage redevelopment opportunities.
Develop partnerships with other local organizations to leverage resources.
Use CRA Plan document to coordinate redevelopment activities with Volusia County and adjacent cities.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

SECTION 3.4

COMMUNITY-BASED THEMES

Building on the successes of the 2007 Holly Hill CRA Plan and incorporating feedback from an extensive public engagement program, this 2025 Plan has identified four key themes and focus areas, including:

- Attracting Investments
- Keepers of the Vision
- Quality of Life
- Infrastructure Enhancements

Supporting these themes, capital projects and programs identified through the public engagement process became the cornerstones for this 2025 Plan. These capital projects and programs are identified along the subsequent pages.

Attracting Investments

Creating an environment that encourages development and generates prosperity.

GOAL 1: Proactively identify locations for economic catalytic development opportunities.

Objective 1: Pictona Area

- Develop ownership map of possible property assembly.
- Identify key issues that most impact current and future operation and marketing of Pictona.
- Develop small area plan that addresses current and future development opportunities related to parking, access, circulation, campus' optimum use, and complementary land uses.

Objective 2: Proposed Entertainment District

- Develop an ownership map to assist in delineating the optimum area to include in a proposed entertainment district (generally 2nd Street/Riverside Drive/Burleigh Ave./Mason).
- Collaborate with the Daytona Beach Ballough CRA to determine leveraging opportunities for joint planning efforts for their adjacent area for inclusion in the district.
- Establish a property owner's steering committee to assist in guiding discussions and provide input when preparing small area development plans.
- Develop a small area plan that addresses current and future development opportunities related to land uses, parking, access, circulation, land assembly, infrastructure adequacy, etc.

Objective 3: Industrial Small Area Plan

- Using the relocation of Volusia County's Emergency Management Operations as a catalyst, develop an existing conditions infrastructure plan for area (generally Railroad/Mason/Ridgewood and 2nd Street/ Brentwood).
- Establish a steering committee of property owners to address flooding issues, parking, and other issues that impact existing and future industrial area sustainability.
- Develop an infrastructure and land use small area plan to highlight mitigation opportunities.

GOAL 2: Support existing businesses and recruit new businesses.

Objective 1: Review and modify, as needed, incentive policies.

- Continue existing incentive programs relating to facades, landscaping and related appearance issues.
- Explore expanding eligible criteria and resources for strategic businesses and/or locations that may leverage significant return on investment.
- Broaden development incentive policies to include land assembly, demolition, ADA requirements, and other life, safety building code issues.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

Keepers of the Vision

Re-establishing the advocacy platform for Holly Hill-based businesses that were lost with the dissolution of the Holly Hill Chamber of Commerce.

GOAL 1: Establish a process to support community involvement for the monitoring and maintenance of this 2025 Plan.

Objective 1: Review previous structure that established a Holly Hill CRA advisory committee that regularly reported to the City Council on project and program status.

- Appoint a steering committee to review similar CRA advisory committees/boards in other communities to determine "best practices" for recommendations to City Council.
- Establish criteria for advisory board membership, by laws, etc., should City Council determine such advisory assistance would benefit administration, operation, and implementation of programs.

GOAL 2: Establish a bi-monthly meeting schedule of Holly Hilly CRA Advisory Board and Governing Board to meet and discuss Plan implementation activities and business activities in the Holly Hill CRA.

GOAL 3: Evaluate alternative potential business advocacy groups or mechanism to encourage and enable business community participation in Agency activities.

Holly Hill War Memorial and City Hall

Quality of Life

Enhancing the overall living conditions, making the area aesthetically and environmentally appealing for residents, businesses, and visitors.

GOAL 1: Commit to upgrading the overall living conditions and appearance of the Holly Hill CRA.

Objective 1: Promote motel and business establishments physical improvements.

- Enforce existing building, life, safety codes to ensure compliance.
- Continue incentive policies to support property appearance enhancements.
- Provide incentive options for property upgrades or reuses, including demolition.

Objective 2: Initiate public realm improvements.

- Look for opportunities to "soften" Ridgewood corridor through additional landscaping in R-O-W and medians.
- Develop a landscaping "palette" of native, low maintenance materials that can be planted in strategic locations along the corridor and other high traffic areas.
- Develop policies to encourage partnering with private sector to implement and maintain landscaping program.
- Provide opportunities for the integration of public art throughout the area with emphasis along corridors and gateway locations.

Objective 3: Advance community initiatives with private partners to address affordable housing and social service needs in the Holly Hill CRA.

- Support opportunities for providing shelter, both permanent and temporary, for those in need.
- Work with adjacent jurisdictions addressing the social service needs within the Holly Hill CRA and surrounding properties, mitigating impacts.
- Explore housing development opportunities to support and retain existing workforce as well as recruiting future employees.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

Infrastructure Enhancements

Upgrading the existing infrastructure and augmenting with additional improvements to roads, utilities, and stormwater facilities to support economic activity.

GOAL 1: Focus on developing funding options addressing access, mobility, and transportation safety throughout the Holly Hill CRA.

Objective 1: Ridgewood Corridor

- Enhance pedestrian and cyclist improvements with emphasis on safety.
- Explore methods to slow vehicular speeds along key portions along the corridor.
- Provide pedestrian mid-block crossings.
- Develop way-finding system for corridor.
- Work with VOTRAN to upgrade transit stops and maintenance program.

Objective 2: LPGA Boulevard

- Complete necessary widening design study for roadway.
- Identify design constraints to widening and responsible entity to address options.
- Address entryway feature options for corridor.

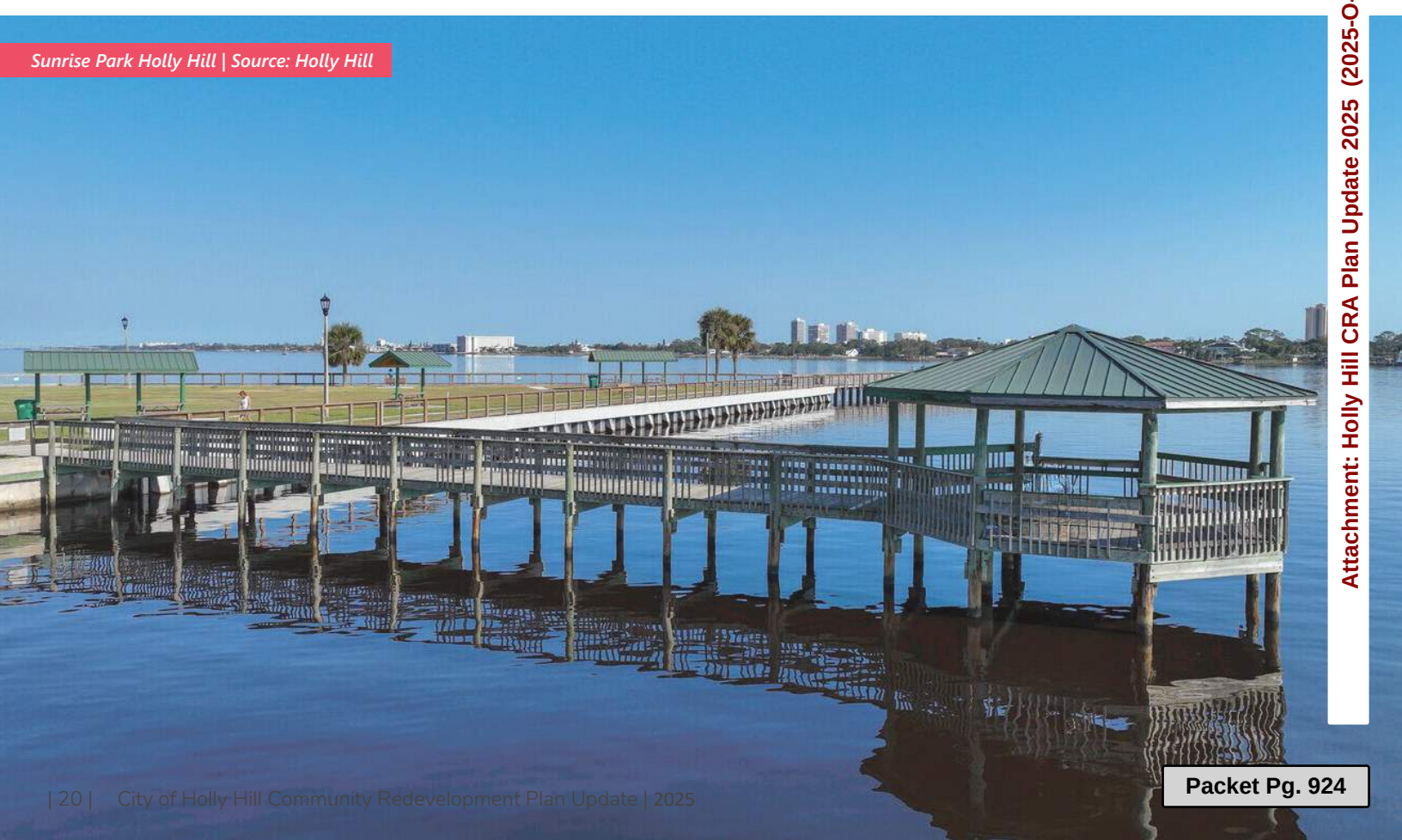
Objective 3: Railroad Corridor

- Identify and prioritize “silent crossing” improvements and related costs.

GOAL 2: Develop stormwater system plan for the Holly Hill CRA to address flooding and water quality runoff issues.

Objective 1: Coordinate with appropriate regulatory organizations to identify scope and scale of appropriate facility designs.

- Meet with St. Johns Water Management District and County engineers to develop implementation program.
- Identify specific priority areas prone to flooding.
- Develop master plan and identify possible funding sources.
- Establish a reporting timeline to create a meaningful schedule for implementing program.



Sunrise Park Holly Hill | Source: Holly Hill

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

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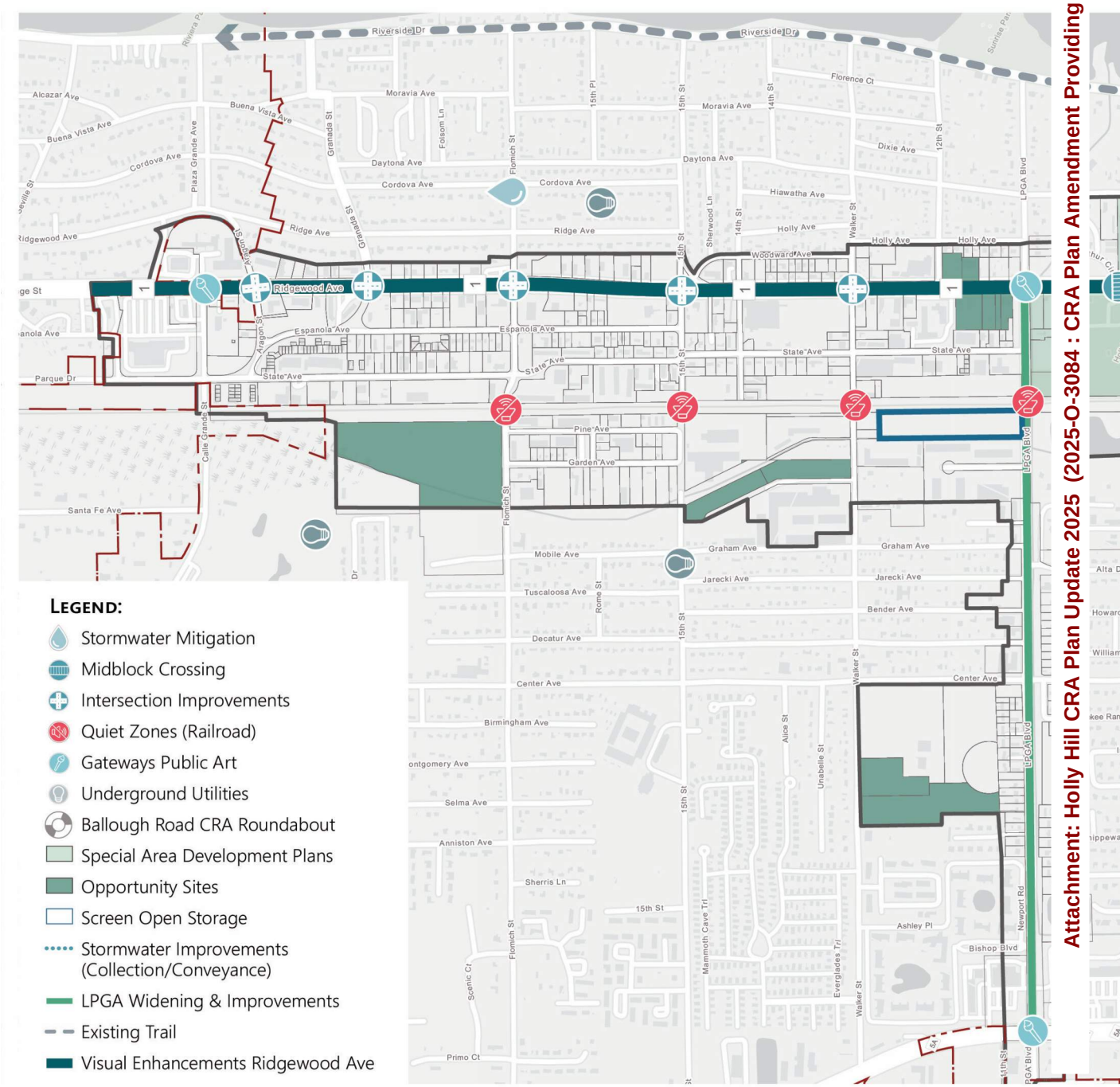
Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

SECTION 3.5

CONCEPTUAL MASTER PLAN

The Holly Hill CRA Conceptual Master Plan on the following page graphically depicts the general locations of the proposed physical and infrastructure improvements to be undertaken during the next ten (10) years. The Conceptual Master Plan shows the general location of the projects and programming proposed to address the Redevelopment Themes of the 2025 Holly Hill CRA Plan, including: *Quality of Life, Keepers of the Vision, Attracting Investments, and Infrastructure Enhancements.* These themes and the projects and programming proposed to address them are shown on the following Conceptual Master Plan Maps and the Section detailed maps (see **Figures 8–12 - Holly Hill CRA and Conceptual Master Plan**).

Figure 8. Holly Hill CRA and Conceptual Master Plan



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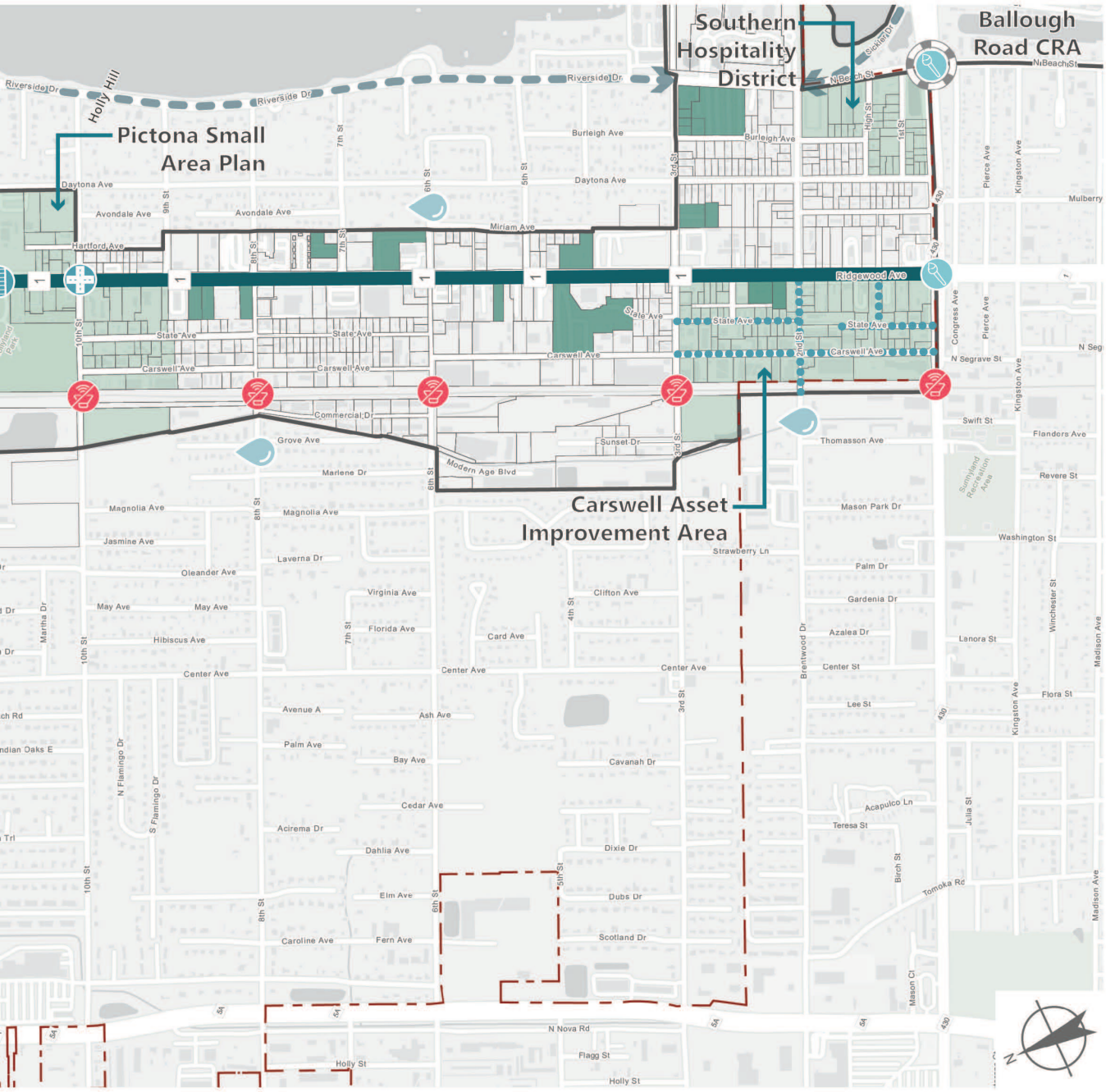
To note, capital projects are grouped to highlight proposed projects that will use Volusia County TIF participation as well as to indicate their relative priority.

The proposed projects for each of the Specific projects and Programming for each Redevelopment Theme includes but is not limited to the projects and programming specifically listed in this Holly Hill CRA Redevelopment Plan update. The Agency may select the proposed listed projects and programming and it may also select additional and alternative projects and programming for placement in the Agency's Annual Work programs that address the four Redevelopment Themes and further implement the objectives of this Holly Hill CRA Redevelopment Plan update.



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NORTHERN SECTION OF HOLLY HILL CRA

The Northern Section of the Holly Hill CRA is located between Ormond Beach to the north and Walker Street to the south. The Northern Section is characterized by some of the more recent commercial development along the US-1 corridor and a significant concentration of professional services, as well as medical and healthcare providers. This section is also home to several Adult Congregate Living Facilities ("ACLFs") (i.e., Riviera Senior Living).

Figure 9. Holly Hill CRA and Conceptual Master Plan (Northern Section of Holly Hill CRA)

Proposed improvements for the Northern Section include:

- Gateway enhancements
- Art installations
- Intersection improvements (pedestrian safety, signal timing, etc.)
- US-1 aesthetic improvements (Landscaping, trees)
- Opportunity Site development
- Linear park extension
- Completion of underground utilities placement
- Stormwater collection and conveyance improvements
- Railroad quiet zone prioritization and installation

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

Pictona at Holly Hill | Source: Homes.com

LPGA BOULEVARD/PICTONA SECTION OF HOLLY HILL CRA

The LPGA Boulevard/Pictona Section is characterized by numerous vacant and dilapidated hotels, commercial facilities, and sites along the US-1 corridor. This section is also home to the City's Municipal Complex and the Pictona community recreational facility.

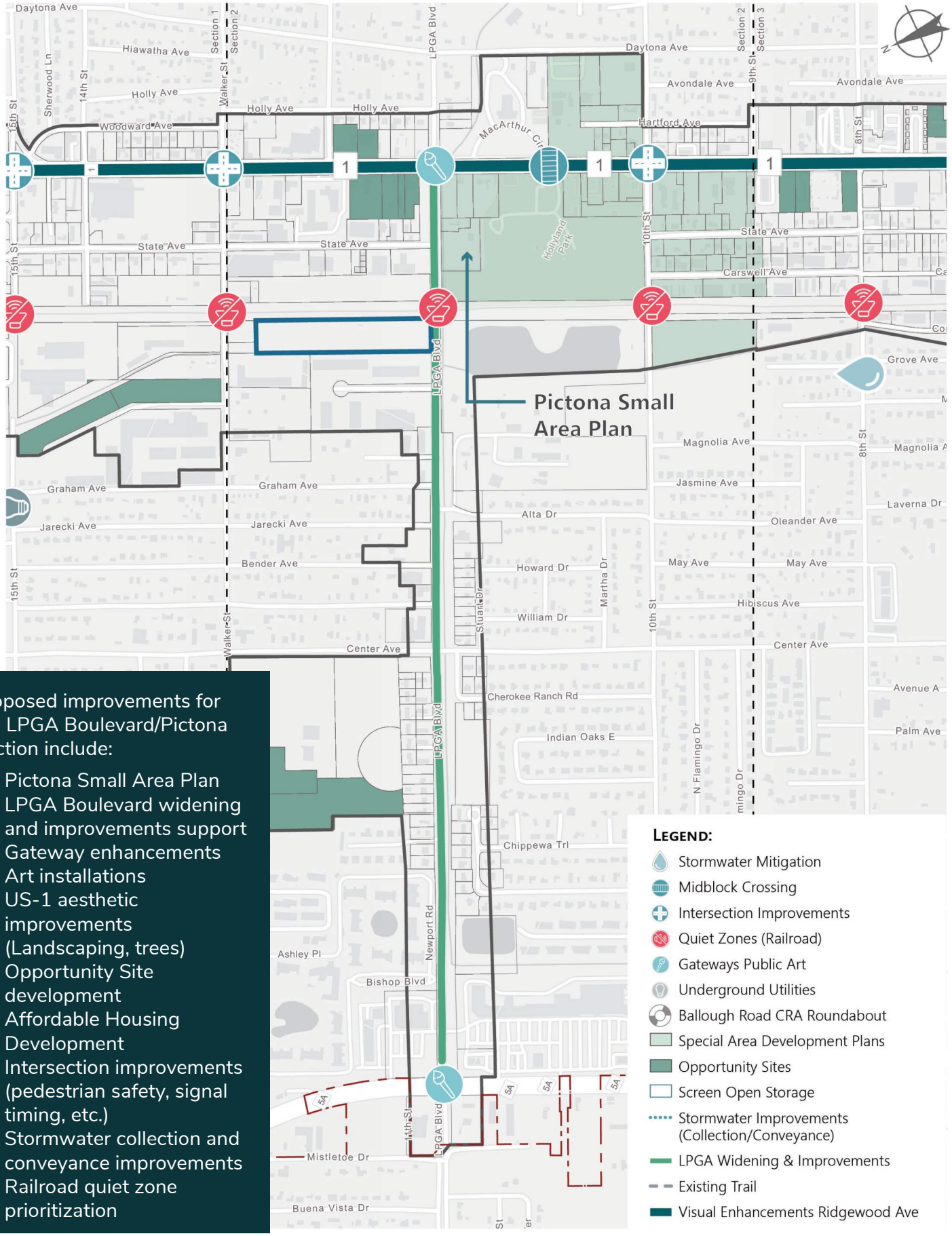
Pictona at Holly Hill has emerged as a regional hub for pickleball, community concerts, and events. Since its opening in 2020, Pictona has consistently expanded its facilities and event offerings each year. The facility's direct and indirect economic impacts on the City have underscored the potential for further development of both the facility and the surrounding properties. A Small Area Plan (SAP) is proposed to assess potential complementary and supporting uses for the parcels around Pictona and to identify possible redevelopment scenarios.

The LPGA Boulevard Corridor serves as a gateway linking the center of the City directly to Interstate 95. Traveling east from Interstate 95 to the City, the roadway configuration and number of travel lanes decrease. This reduction in lanes creates several traffic choke points that often back up during daily commutes. Additionally, the fewer lanes pose potential evacuation capacity constraints and limit economic development by restricting the flow of visitors, employees, and commercial trips.

The City of Holly Hill and the Volusia County Transportation Planning Organization ("TPO") have identified the improvement of LPGA Corridor as a long-term regional objective and a high priority. The Agency may participate with the renovation of the LPGA Corridor in the future by supporting planning and engineering studies, offsetting some construction and right-of-way ("R-O-W") acquisition costs. Additionally, the Agency may assist in further enhancements to the LPGA Corridor, including streetscapes, multi-purpose trails, gateway features, and public art installations.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

Figure 10. Holly Hill CRA and Conceptual Master Plan (LPGA Boulevard/Pictona Section of Holly Hill CRA)



Proposed improvements for the LPGA Boulevard/Pictona Section include:

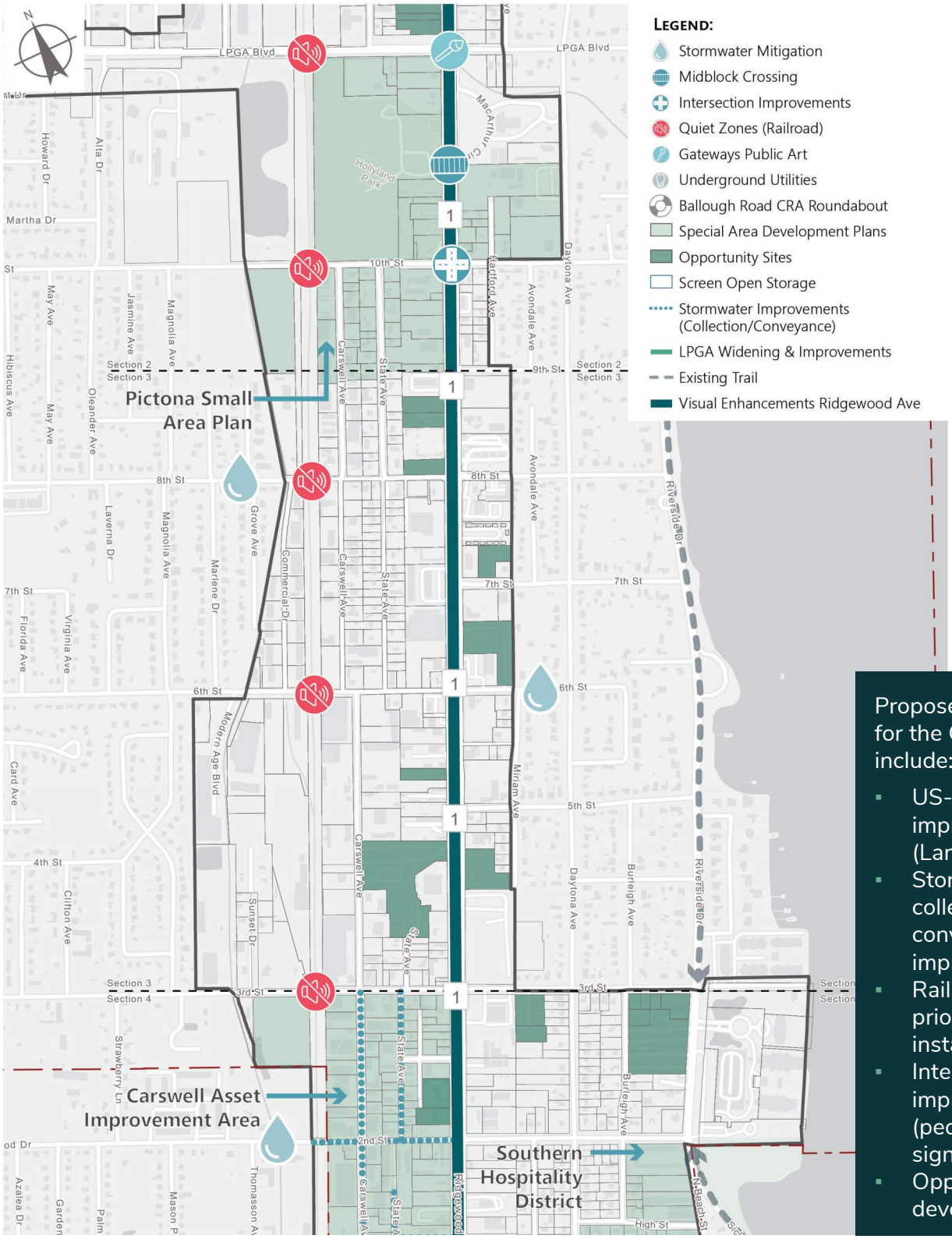
- Pictona Small Area Plan
- LPGA Boulevard widening and improvements support
- Gateway enhancements
- Art installations
- US-1 aesthetic improvements (Landscaping, trees)
- Opportunity Site development
- Affordable Housing Development
- Intersection improvements (pedestrian safety, signal timing, etc.)
- Stormwater collection and conveyance improvements
- Railroad quiet zone prioritization

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

CENTER SECTION OF HOLLY HILL CRA

The Center Section of the Holly Hill CRA is located between 9th Street to the north and 3rd Street to the south. The Center Section is characterized by some of the more mature commercial development along the US-1 corridor, several vacant parcels, deteriorating motel facilities with some parcels more recently redeveloped. This section has several Opportunity Sites identified that have a significant redevelopment potential and may represent acquisition opportunities for the Agency or private sector developers.

Figure 11. Holly Hill CRA and Conceptual Master Plan (Center Section of Holly Hill CRA)



Proposed improvements for the Center Section include:

- US-1 aesthetic improvements (Landscaping, trees)
- Stormwater collection and conveyance improvements
- Railroad quiet zone prioritization and installation
- Intersection improvements (pedestrian safety, signal timing, etc.)
- Opportunity Site development

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

Intersection of Holly Hill CRA and Ballough Road CRA (Daytona Beach) | Source: Homes.com

SOUTHERN SECTION OF HOLLY HILL CRA

The Southern Section of the Holly Hill CRA lies between 3rd Street to the north and Mason Avenue to the south. The Southern Section features the City's industrial center off Carswell Avenue and a hospitality district along Riverside Drive, situated at the base of the Seabreeze Boulevard Bridge. This section of the Holly Hill CRA borders the City of Daytona Beach's Ballough Road CRA at Mason Avenue and Ballough Road. There is an opportunity to link the Holly Hill CRA with the Ballough Road CRA and the downtown Daytona Riverfront District via the Ballough Road CRA trails and paths.

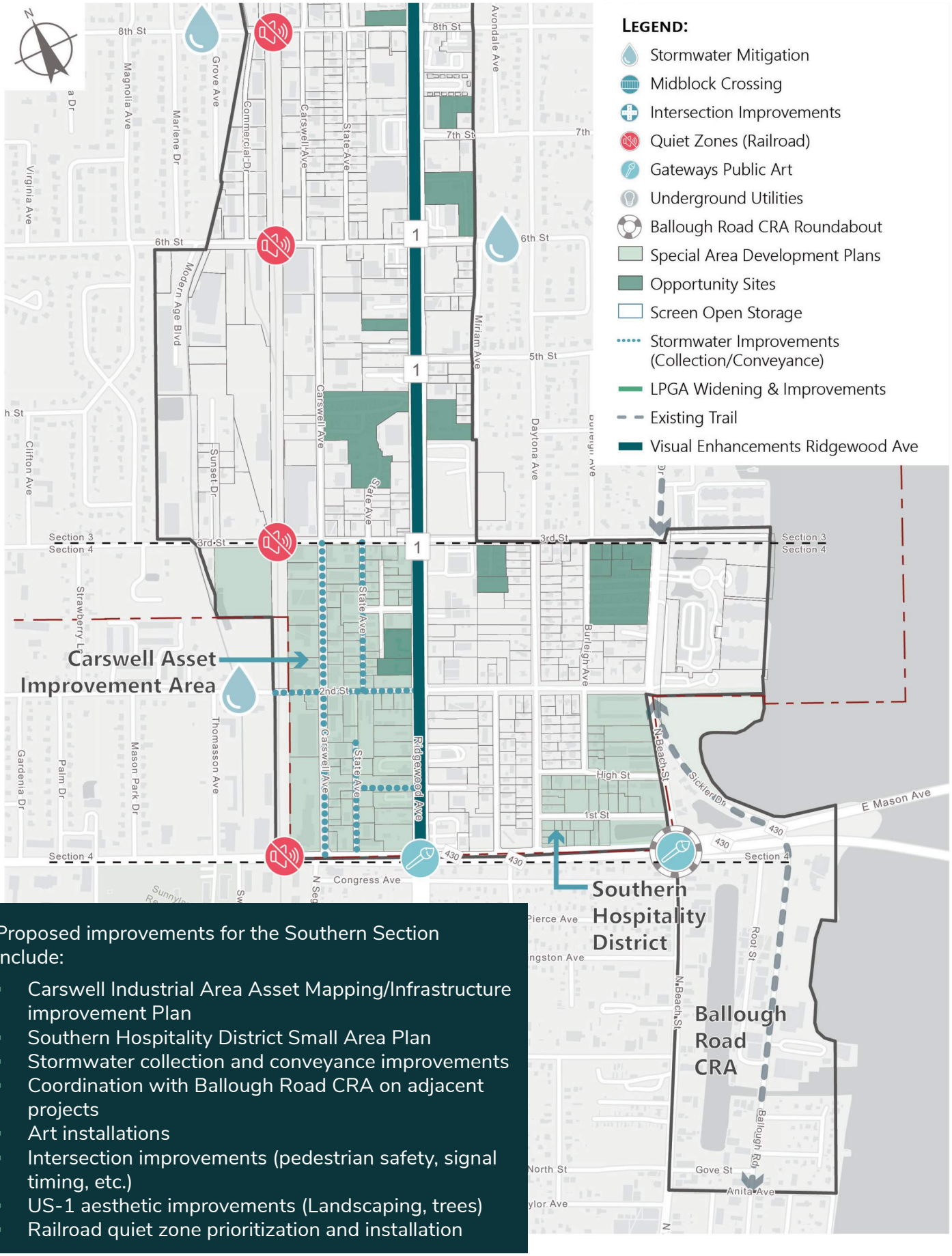
Asset mapping, infrastructure evaluation, and improvement planning (including roadways, stormwater, and lighting) are proposed for the industrial areas along Carswell Avenue. The Agency acknowledges the significant employment and economic contributions these businesses make to the City, County, and the East Central Florida Region. The proposed improvements aim to support ongoing industrial activities by addressing localized flooding, traffic, and safety issues identified in this section.

The Southern Hospitality District is proposed for the Southern Section near Marina Grande condominiums along Riverside Drive. This section already hosts several restaurants, bars, distilleries, and hospitality venues. Its location at the base of the Seabreeze Bridge along Riverside Drive makes it accessible by car, bike, or boat, making it an ideal spot for an entertainment district catering to local residents. A Small Area Plan (SAP) is proposed for the parcels comprising the Southern Hospitality District to evaluate potential complementary and supporting uses, identify possible redevelopment scenarios, and determine potential public realm improvements.

Ongoing collaboration with the City of Daytona Beach's Ballough Road CRA could involve supporting the development of the Mason Avenue Roundabout, enhancing trail connections to the Ballough Road CRA, and forming a Small Area Plan Partnership. This partnership would evaluate potential redevelopment scenarios for parcels along Sickler Drive, Riverside Drive, and North Beach Street within the adjacent CRAs.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

Figure 12. Holly Hill CRA and Conceptual Master Plan (Southern Section of Holly Hill CRA)



Proposed improvements for the Southern Section include:

- Carswell Industrial Area Asset Mapping/Infrastructure improvement Plan
- Southern Hospitality District Small Area Plan
- Stormwater collection and conveyance improvements
- Coordination with Ballough Road CRA on adjacent projects
- Art installations
- Intersection improvements (pedestrian safety, signal timing, etc.)
- US-1 aesthetic improvements (Landscaping, trees)
- Railroad quiet zone prioritization and installation

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

SECTION FOUR
FINANCIAL ANALYSIS & RESOURCE ALLOCATION

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

SECTION 4.1
TAX INCREMENT FINANCING OVERVIEW

The Community Redevelopment Act authorizes a county or municipality to create a Community Redevelopment Agency as a means of redeveloping areas experiencing slum and blighted conditions. Community Redevelopment Agencies administer programs and activities which implement goals as defined within an adopted Community Redevelopment Plan ("Redevelopment Plan"). These programs and activities are primarily funded by tax increment financing ("TIF") revenue, which is used to leverage public funds to facilitate redevelopment activities within Community Redevelopment Areas ("CRAs").

TIF revenues are generated from increases in property values above their value at the time a Community Redevelopment Agency is created. A Redevelopment Trust Fund is established for the TIF revenue as a means of using property taxes from property valuation increases to assist in paying for public improvements that stimulate development and redevelopment. Upon adoption, the Redevelopment Trust Fund ordinance specifies the base valuation of all property located within the boundaries of the CRA. Generally, thereafter, qualified taxing authorities contribute 95% of the taxes they collect into the corresponding Redevelopment Trust Fund based on future increases in the taxable value of all properties contained within the CRA. The TIF revenues can be used immediately, saved for particular projects, or can be used for bond financing to maximize funds available for larger projects.

Specific to the Holly Hill Community Redevelopment Area ("CRA"), the qualified taxing authorities contributing to the Holly Hill CRA Redevelopment Trust Fund include Volusia County ("County"), the City of Holly Hill ("City"), and the Halifax Hospital Medical Center special tax district ("Halifax Hospital").

Funds accrued into the Redevelopment Trust Fund, however, must be used for redevelopment projects, programs, and activities as specified in the Redevelopment Plan and not for general governmental purposes. These funds are to be used only for projects, improvements, acquisitions, and programs within the corresponding geographical boundary of the CRA as well as for approved administrative expenses associated with the CRA as outlined in Chapter 163.370, Florida Statutes.

The following section highlights the summary projections of the tax increment analysis for the Agency. These tax increment projections were prepared by Volusia County Chief Financial Officer. The proposed operational time-frame of the Holly Hill Community Redevelopment Agency is 2036.

Riviera Neighborhood, Holly Hill | Source: Homes.com

SECTION 4.2

HISTORICAL VALUATIONS

The first Holly Hill CRA Redevelopment Plan was adopted in 1996. The Agency has a base operational time frame of 30 years, with an option to be extended for up to 30 additional years from the date of the initial adoption of the Redevelopment Plan, therefore, extending the Agency's operational time frame through 2036. Since adoption, the Agency has implemented a wide range of capital infrastructure improvements within the CRA, such as streetscapes, parks and open spaces, stormwater, and utility improvements. In addition, the Agency has realized numerous redevelopment programming successes, including, but not limited to, small business support, commercial corridor improvements, and destination tourism development.

The Holly Hill CRA has a base year taxable value of $88,342,219. Over the 10-year period from 2014 to 2023, total taxable value for all properties within the CRA grew at a Compound Annual Growth Rate ("CAGR") of 5.3%, experiencing an increase in taxable value from $220,018,713 in 2014 to $370,504,680 in 2023. Comparatively, the total taxable value within the City grew at a slightly greater CAGR of 6.6% during this same 10-year period, thus resulting in a slight decline in the CRA's capture of the City's total taxable value from 45% in 2014 to 40% in 2023. In addition, taxable value from new construction represents on average 0.4% and 0.2% of the total taxable value within the City and CRA, respectively, from 2014 to 2023.

The table below illustrates the annual change in total taxable value, as well as the CRA's capture of total taxable value within the City from 2014 to 2023 (see **Table 1 – Total Taxable Value Growth**).

Table 1. Total Taxable Value Growth, 2014–2023

Year	City's Total Taxable Value	Annual % Change [1]	CRA's Total Taxable Value	Annual % Change [1]	CRA's Capture of City [2]
2014	$ 486,873,412	7.6%	$ 220,018,713	9.0%	45.2%
2015	512,278,988	5.2%	229,892,560	4.5%	44.9%
2016	539,270,722	5.3%	244,837,012	6.5%	45.4%
2017	575,020,311	6.6%	258,210,746	5.5%	44.9%
2018	625,015,551	8.7%	277,702,386	7.5%	44.4%
2019	659,532,572	5.5%	286,679,777	3.2%	43.5%
2020	705,969,306	7.0%	299,235,299	4.4%	42.4%
2021	737,061,540	4.4%	305,600,545	2.1%	41.5%
2022	820,514,326	11.3%	334,545,361	9.5%	40.8%
2023	921,842,630	12.3%	370,504,680	10.7%	40.2%
10-Year Historical CAGR	6.6%	-	5.3%	-	(1.2%)

Sources: Florida Department of Revenue; Volusia County Property Appraiser; GAI Consultants. Note: (1) Reflects year-over-year (Y-O-Y) percent change. (2) Reflects Holly Hill CRA's capture of total taxable value within the City of Holly Hill.

Over the past 10-year period from 2014 to 2023, the Holly Hill CRA Redevelopment Trust Fund realized approximately $24,605,539 in TIF revenues, experiencing a CAGR of 5.7% during this same period, as depicted in the following table.

The Holly Hill CRA Redevelopment Trust Fund experienced the greatest annual change in TIF revenues over the past year, increasing 10.7% from 2022 to 2023 (see **Table 2 – Summary of Historical TIF Collections**).

Table 2. Summary of Historical TIF Collections, Holly Hill CRA

Year	Total Taxable Value	Total Taxable Value less Base [1]	County Contribution at 95%	City Contribution at 95%	Halifax Hospital Contribution at 95%	Total TIF Revenues [2]	Annual % Change [3]
2014	$ 220,018,713	$ 131,676,494	$ 858,448	$ 891,951	$ 125,093	$ 1,875,502	12.9%
2015	229,892,560	141,550,341	924,326	958,845	128,422	2,011,592	7.3%
2016	244,837,012	156,494,793	992,209	1,025,065	112,409	2,129,684	5.9%
2017	258,210,746	169,868,527	1,076,598	1,112,665	31,016	2,250,279	5.7%
2018	277,702,386	189,360,167	1,128,769	1,169,299	63,790	2,361,858	5.0%
2019	286,679,777	198,337,558	1,165,024	1,177,629	66,814	2,409,467	2.0%
2020	299,235,299	210,893,080	1,166,288	1,252,178	197,674	2,616,390	8.6%
2021	305,600,545	217,258,326	1,247,413	1,289,971	196,674	2,734,058	4.5%
2022	334,545,361	246,203,142	1,287,347	1,461,831	201,288	2,950,466	7.9%
2023	370,504,680	282,162,461	1,473,548	1,581,521	211,173	3,266,242	10.7%
10-Year Historical Total (2014-2023)			$ 11,319,971	$ 11,920,965	$ 1,364,603	$ 24,605,539	–

Sources: GAI Consultants; Florida Department of Revenue; Volusia County Property Appraiser; City of Holly Hill. Notes: Totals may not add due to rounding. (1) Reflects a base year value of $88,342,219. (2) Assumes a 95% contribution rate from Volusia County, City of Holly Hill, and Halifax Hospital. (3) Reflects year-over-year ("Y-O-Y") percent change.

To note, the current operational term of the Holly Hill Community Redevelopment Agency began in 1996 and the Agency is due to "sunset" in 2026. Therefore, the projection years following 2026 are provided for consideration of extending the Agency's "sunset" date.

SECTION 4.3

TAX INCREMENT PROJECTIONS

The tax increment projections contained herein were prepared by Volusia County Chief Financial Officer. These projections assume a continual decline in millage rates at the average rate of reduction recently observed. Additionally, projections calculate anticipated property values based on historic growth rates.

REVIEW OF MILLAGE RATES

As illustrated in **Table 3 – Review of Millage Rates**, the total millage applicable to properties located within the Holly Hill CRA has experienced a steady decline from 14.9929 in 2014 to 12.1850 in 2023. Millage rates for the County and Halifax Hospital have steadily decreased over the last 10-years.

Table 3. Review of Millage Rates

Year	County	City	Halifax Hospital	Total Holly Hill CRA
2014	6.8625	7.1304	1.0000	14.9929
2015	6.8737	7.1304	0.9550	14.9591
2016	6.6739	6.8949	0.7561	14.3249
2017	6.6714	6.8949	0.3781	13.9444
2018	6.2747	6.5000	0.3546	13.1293
2019	6.1831	6.2500	0.3546	12.7877
2020	5.8213	6.2500	0.9879	13.0592
2021	6.0438	6.2500	0.9529	13.2467
2022	5.5040	6.2500	0.8606	12.6146
2023	5.4972	5.9000	0.7878	12.1850

Sources: Volusia County Property Appraiser; City of Holly Hill.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

TAX INCREMENT PROJECTIONS

The tax increment projection model, prepared by Volusia County Chief Financial Officer, provides a high and moderate scenario for tax increment that may be generated through 2036. The projection model predicts that the Holly Hill CRA will generate a combined tax increment between $10,675,755 and $10,759,755 through the Agency's current sunset date, 2026.

The Holly Hill CRA is anticipated to generate, in total, between $46,390,200 and $49,031,200 in additional receipts throughout the 10-year projection period, 2027 to 2036. Over the full planning period, 2024 through 2036, the projection model reflects CAGRs in TIF revenues between 3.7% and 4.4% for the Holly Hill CRA Redevelopment Trust Fund. Additionally, the Holly Hill CRA is projected to experience an increase of between 85% and 98% in total taxable value over the full planning period.

The table below details the moderate projection scenario prepared by Volusia County Chief Financial Officer throughout the full planning period, 2024 to 2036 (see **Table 4 – Summary of TIF Revenue Projections, Moderate Scenario**).

A detailed table of the high projection scenario table can be located in Appendix D – Detailed Financial Analysis Tables.

As the increment value increases, Volusia County's contribution rate to the TIF Trust Fund will decrease over time (i.e., the County shall contribute at a 95% participation rate for increment up to $1,000,000, 75% for increment between $1,000,000 and $2,000,000, and 50% for increment above $2,000,000). This decreasing TIF participation rate will rely upon the TIF projections provided by Volusia County Chief Financial Officer. The decreasing TIF participation rate is not reflected in Table 4 below. Example calculations of the decreasing contributions can be located in Appendix E – Example Calculations of Decreasing Contribution Tables.

When determining the millage to be used to estimate the Volusia County TIF contribution, the County will utilize the lower of the either the County or City's general fund millage rate. The County will not utilize a millage rate higher than the City's current millage rate when determining the County TIF participation amount.

Table 4. Holly Hill Redevelopment Trust Fund TIF Revenues, *Moderate Scenario*

Year	Value of CRA	Incremental Value	County Millage	County CRA Contribution @ 95%[1]	Total Millage	Millage % Change	Total CRA Contributions/ Revenue
2024	$388,048,240	$299,706,021	5.434	$1,547,172	11.965	-1.81%	$3,406,655
2025	$408,493,053	$320,150,834	5.312	$1,615,700	11.697	-2.24%	$3,557,500
2026	$430,015,027	$341,672,808	5.193	$1,685,700	11.435	-2.24%	$3,711,600
Agency's Current Sunset Date (2026) Sub-Total[2]				$4,848,572			$10,675,755
2027	$452,670,913	$364,328,694	5.077	$1,757,100	11.179	-2.24%	$3,869,000
2028	$476,520,453	$388,178,234	4.963	$1,830,200	10.928	-2.24%	$4,029,900
2029	$501,626,537	$413,284,318	4.852	$1,904,900	10.683	-2.24%	$4,194,400
2030	$528,055,366	$439,713,147	4.743	$1,981,300	10.444	-2.24%	$4,362,600
2031	$555,876,632	$467,534,413	4.637	$2,059,500	10.210	-2.24%	$4,534,700
2032	$585,163,696	$496,821,477	4.533	$2,139,400	9.981	-2.24%	$4,710,800
2033	$615,993,787	$527,651,568	4.431	$2,221,300	9.757	-2.24%	$4,891,000
2034	$648,448,200	$560,105,981	4.332	$2,305,100	9.539	-2.24%	$5,075,500
2035	$682,612,515	$594,270,296	4.235	$2,390,800	9.325	-2.24%	$5,264,400
2036	$718,576,820	$630,234,601	4.140	$2,478,700	9.116	-2.24%	$5,457,900
10-Year Tax Collections Total				**$21,068,300**			**$46,390,200**
Full Planning Period (2024-2036)[3]				**$25,916,872**			**$57,065,955**

Sources: Volusia County Chief Financial Officer. Notes: Totals may not add due to rounding.
Notes: (1) As the increment value increases, Volusia County's contribution rate to the TIF Trust Fund will decrease over time (i.e., the County shall contribute at a 95% participation rate for increment up to $1,000,000, 75% for increment between $1,000,000 and $2,000,000, and 50% for increment above $2,000,000). This decreasing TIF participation rate will rely upon the TIF projections provided by Volusia County Chief Financial Officer. The decreasing TIF participation rate is not reflected in Table 4 above. (2) The years following sunset are provided for reference in a future evaluation of extending the Agency's current sunset date, 2026; therefore, the 10-Year Tax Collections Total reflects the projection period from 2027 to 2036. (3) The full planning period reflects the years extending from 2024 to 2036.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

SECTION 4.4
ALTERNATIVE FUNDING OPTIONS AND INCENTIVE PROGRAMS

POTENTIAL RECEIPTS AND CAPITAL CONTRIBUTIONS

Identified below are several ways other communities have opted to improve or enhance both operational receipts and capital resources. These alternative funding options could be instrumental in the Agency obtaining additional resources to fund redevelopment projects and programs. Some options are addressed below.

General Fund

This is the most common source of budgetary commitments within a community and appears to be the primary means of funding or supporting various redevelopment activities in the City and the CRA today.

Advantages

- Commonly used for both capital and operations.
- Subject to annual and continuing reviews.
- Any receipts or dollars generated combine well with other resources.
- Probably the most reliable financial mechanism.
- Dollars can be allocated to almost any purpose.
- Already a functioning system in place to address needs.

Disadvantages

- May be difficult to justify additional spending for facilities in certain locations.
- Whatever the City budget might be, it is limited by law to a certain millage ceiling.

Special Assessments

Special assessments are fees levied to achieve a specific level of benefit or service. They take many forms under various provisions of Florida law. Depending upon their purpose or means of implementation, such assessments may be imposed simply by the City as the controlling legislative body, or could be authorized by referendum in some cases.

It is a financial resource with flexible application to absorb or offset both capital and operational costs. They can be applied to the capital or operational costs of parks as well as roads, lighting, and other facilities or infrastructure broadly defined.

Assessments must be shown to provide a demonstrable benefit to property, and the charge cannot exceed the benefit that reflects considerations more than simply an increase in property value. They can extend citywide or to certain accessible or identifiable areas. Because the idea of a benefit is quite broad, there are multiple ways of allocating the assessment itself. The manner ultimately applied should satisfy certain tests of reasonableness and logic, but Florida law allows extensive latitude.

Advantages

- Commonly used for both capital and operations.
- Subject to annual and continuing reviews.
- Any receipts or dollars generated combine well with other resources.
- Probably the most reliable financial mechanism.
- Dollars can be allocated to almost any purpose.
- Already a functioning system in place to address needs.

Disadvantages

- Additional charge for services perceived as more properly absorbed by tax (General Fund) dollars.
- While there are ways to reduce assessments to specific properties, such as schools or churches, all benefited properties generally must contribute.
- May be difficult to justify added charges or fees in disadvantaged neighborhoods.
- If subjected to referendum, may not be adopted.

Simple Users Fees

While such fees are typically associated with a controlled gate and for selected facilities, it is not uncommon for them to apply to trails and conservation areas at an obvious access point, often through an honor system. Where there is not an attendant, which is typical in many situations, rates would be posted, and there would be a secure box for collections. These proceeds are generated for a specific park or area deemed to benefit from their imposition and their collection.

Advantages

- Tied to specific facilities.
- May combine existing workers if maintenance is an issue at a targeted location.
- Ease of administration.
- Any receipts or dollars generated combine well with other resources.
- Dollars can be allocated to site, area, or facility specific or activities.

Disadvantages

- Best for modest collections.
- Unlikely to offset major costs.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

OTHER COMPLEMENTARY PROGRAMS

While assessments, benefit charges, and increment dollars could be extraordinarily effective, there are other funds and financing techniques that should be considered as well. These additional approaches leverage the value of other dollars and have application to specific activities.

Grant Programs

Grants are typically performance and/or criteria-based awards directed to a variety of initiatives and originating from many different local, state, and national resources. They are typically competitive, although "need" may be a sufficient premise for an award. Grants are sometimes provided by major area banks and institutions, foundations, and many smaller non-profits. Federal and state grant opportunities are highly limited. As such, their value and availability today are highly speculative, and are not a sturdy foundation for an implementation plan, especially if there are near-term objectives that must be satisfied. Grants are better viewed as enhancements to financial options that are imminent and controlled by the parties or groups looking to realize immediate change.

Advantages

- They are often dollars extended without recurring obligations to the recipient.
- They can often be paired with, or inserted into, any financial scheme.
- They can be available for both capital and operational activities.
- May create a long-term partnership with granting entities or institutions.
- May be flexible in some cases as circumstances evolve.

Disadvantages

- Not likely to be an immediate financial resource.
- Usually highly competitive and can be costly.
- Major reporting and accountability requirements.

Improved Leveraging of Existing Efforts

In many controlled situations, there are likely to be projects, programs, or work that could be coordinated and leveraged to support or implement the development and/or redevelopment activities or management responsibilities associated with potential catalyst site concepts. Here, we are also considering the existing or potential maintenance activities or improvements already occurring within the CRA.

All the development and/or redevelopment of the catalyst sites controlled by the Agency and nearby areas will require coordination, planning, and other efforts that might be funded or supported together such that the cooperative arrangements benefit the City and the Agency in some measurable or reasonable way. Over many projects or programs, careful planning, coordination, and scheduling can save dollars that often may be sufficient in scale to support the equivalent of still other projects.

Advantages

- Recognizes and leverages investments in staff and other program resources which have already been committed.
- The costs often leverage dollars without recurring additional obligations.
- Efforts are wholly marginal costs, so they are extremely efficient from an economic standpoint.
- Can literally be paired with, or inserted into, any financial or program scheme.
- Flexible in some cases as circumstances evolve.

Disadvantages

- Requires very forward-looking thinking.
- Rarely aligns perfectly with existing budget priorities.
- May alter a preferred sequence of events.

INCENTIVE PROGRAMS

Development incentives are a set of policies which encourage economic development. These incentives take many forms such as: Tax Refunds, Tax Increment Financing, Enterprise Zones, Foreign Trade Zones, Historic Grants and Tax Credits, Interest write down, New Market Tax Credits, the use of Private/Public Partnerships, Pre-Development Loans, Grants, insurance programs, Non Ad-Valorem Loan Guarantees, enhanced public amenities, Brownfield Funding and other Municipal Finance Strategies.

The 20 incentives summarized within the following pages may be adopted by the City and provide the Agency's the tools necessary to continue to attract quality development projects and investment into the community. It is critical to note that in any given year any local, state, and federal program may be underfunded or discontinued. It is the responsibility of the Governing Body, Agency, Staff, and downtown developers and residential and retail applicants to be mindful of the health of any such program for which funds are being sought.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

1. Florida Brownfield Program
The Florida Brownfield Program encourages voluntary cleanup of Brownfield sites by awarding tax credits to partially offset the cost of site rehabilitation or solid waste removal. In 2010, the Holly Hill CRA was designated a Brownfield Area for economic development purposes by the City Commission. The Holly Hill Economic Enhancement District was enacted through City Resolution 2010-R-10. *This designation enables the Agency to utilize the financial and regulatory incentives provided in Chapter 376.84, Florida Statutes, 2024.*

2. Economic Development Transportation Funds
A State of Florida program designed to alleviate transportation problems that adversely impact a specific company's location or expansion decision. Eligible projects are those that facilitate economic development by eradicating location-specific transportation problems on behalf of a specific eligible company.

3. Capital Investment Tax Credit (CITC)
CITC is used to spur capital investment in Florida's High Impact Sectors. It is an annual credit, provided for up to 20 years, against the corporate income tax. The amount of the annual credit is based on the eligible capital costs associated with a qualifying project. Eligible capital costs include all expenses incurred in the acquisition, construction, installation, and equipping of a project form the beginning of construction to the commencement of operations.

4. High Impact Performance Incentive Grant (HIPI)
Negotiated grant used to attract and grow major high impact facilities in Florida. Grants are provided to pre-approved applicants in certain high-impact sectors designated by the Florida Department of Economic Opportunity (DEO).

5. Qualified Target Industry Tax Refund (QTI)
Available for companies that create high-wage jobs in targeted high-value-added industries.

6. Local Government Distressed Area Matching Grant
Stimulate investment in Florida's economy by assisting Local Governments in attracting and retaining targeted businesses. The amount awarded by the State of Florida will equal $50,000 or 50% of the local government's assistance amount, whichever is less, and be provided following the commitment and payment of that assistance.

7. Innovation Incentive Program
This program allows the state to compete effectively for high-value research and development, innovation business, and alternative and renewable energy projects. Long-term investments made by the state in industry clusters are critical to Florida's future of economic diversification.

8. Qualified Defense & Space Contractor Tax Refund (QDSC)
Pre-approved QDSC projects receive tax refunds of up to $5,000 per job created or saved in Florida. There is a cap of $7.5 million per single qualified applicant in all years, and no more than $2.5 million in tax refunds may be received in any given fiscal year. Businesses must pay 115% of the state average wage and secure municipality matching 20% financial support.

9. Quick Action Closing Fund (QACF)
This is an up-front discretionary grant incentive that can be accessed by Florida's Governor, after consultation with the President of the Senate and the Speaker of the House of Representatives and review by the Joint Legislative Budget Commission, to respond to unique requirements of wealth-creating projects. When Florida is vying for intensely competitive projects, Closing Funds may be utilized to overcome a distinct, quantifiable disadvantage after other available resources have been exhausted.

10. Sales and Tax Use Exemptions on Machinery and Equipment
This exemption is for sales and use taxes paid on the purchase of new machinery and equipment used (directly related) to produce a product for sale. This program is administered through the Florida Department of Revenue. The program is for manufacturing and printing businesses or businesses that use a portion of a manufacturing process and are relocating to the area opening a new facility, or expanding.

11. Sales and Tax Exemptions on Electricity Used in Manufacturing Process
An exemption of the 7% sales tax for electricity used in the manufacturing process (if 75% or more of electricity is used in manufacturing). Exemption is managed through the Florida Department of Revenue.

12. Work Opportunity Tax Credit (WOTC)
The WOTC is a federal income tax credit that provides incentives to private for-profit employers to encourage the hiring of individuals from certain targeted groups who traditionally have difficulty finding employment. Employers can reduce their federal income tax liability up to $9,600 during the first year of employment of a member of targeted

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group, depending on the target group. There is no limit to the number of qualified employers for which an employer receives this tax credit.

13. New Markets Tax Credits (NMTC)

The NMTC Program was established to spur new or increased investments into operating businesses and real estate projects located in low-income communities. The NMTC Program attracts investment capital to low-income communities by permitting individual and corporate investors to receive a tax credit against their federal income tax return in exchange for making equity investments in specialized financial institutions, called Community Development Entities (CDEs).

14. Historic Rehabilitation Tax Credit

The Federal Government encourages the preservation of historic buildings through various means, one of which is the program of federal tax incentives to support the rehabilitation of historic and older buildings. The National Park Service administers the program with the Internal Revenue Service in partnership with the Florida Division of Historic Preservation. The tax incentives promote the rehabilitation of historic structures of every period, size, style, and type. The tax incentives for preservation attract private investment to the historic cores of cities and towns. They also generate jobs, enhance property values, and augment revenues for state and local governments through increased property, business, and income taxes. The Preservation Tax Incentives also help create moderate and low-income housing in historic buildings. Through this program, abandoned and underused schools, warehouses, factories, churches, retail stores, apartments, hotels, houses, and offices throughout the country have been restored to life in a manner that maintains their historic character.

15. Housing Credit (HC) Program

The HC Program is governed by the U.S. Department of the Treasury and Florida's allocation is administered by the Florida Housing Finance Corporation. Under the HC Program, successful applicants are provided with a dollar-for-dollar reduction in federal tax liability in exchange for the development or rehabilitation of units to be occupied by very low- and low-income households. Developers that cannot use the tax reduction may sell credits in exchange for equity to the development. On a project basis, the amount of credits available is approximately equal to 9% of the cost of building each very low-income unit, including a developer fee but excluding land cost. For certain federally assisted projects (Mortgage Revenue Bonds and Rural Housing), this translates into 4% of building costs. Syndication of the credits to investors can raise equity to pay for 40% or more of a project's costs.

16. Pre-Development Loan (PLP)

The PLP Program provides below-market interest rate financing and technical advisory services to nonprofit organizations and public entities for preliminary development activities necessary to obtain the requisite financing to construct home ownership or rental housing developments.

17. Rental Housing Mortgage Revenue Bonds (MRB)

The MRB utilizes funds generated from the sale of both taxable and tax-exempt bonds to make below-market interest rate loans to non-profit and for-profit developers of rental housing. Developments that receive tax exempt financing also receive automatic 4% Housing Credits directly from the Federal Government.

18. State Housing Initiative Partnership (SHIP)

SHIP's mission is threefold: (1) provide funding to eligible local governments for the implementation of programs that create and preserve affordable housing; (2) foster public-private partnerships to create and preserve affordable housing; and (3) encourage local governments to implement regulatory reforms and promote the development of affordable housing in their communities by using funds as an incentive for private development. Funds are allocated to every Florida County as well as municipalities that receive CDBG funds.

19. State Apartment Incentive Loan Program (SAIL)

The SAIL Program provides low-interest rate mortgage loans to developers that build or rehabilitate rental developments, made affordable to very low-income households (50% or less of area median). The SAIL loan bridges the gap between a development's primary financing and total development costs.

20. Grow Volusia Business Program (GVBP)

GVBP is a performance-based initiative aimed at fostering job creation and economic growth in Volusia County. It provides financial incentives to new and expanding businesses based on the number of jobs created and the wages offered, with the County covering 80% of the awarded amount and the municipality matching 20%. The program also offers additional bonuses for higher wages, target industries, and specific locations, with a maximum award of $5,000 per job.

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SECTION 4.5

CAPITAL IMPROVEMENT PLAN

The proposed Capital Projects and Programming Worksheet presents potential projects, programming, their anticipated cost estimates and potential general timeframes for implementation in accordance with Section 163.362, Florida Statutes (see **Table 5 – Capital Projects and Programming Worksheet**). This information is to be used when preparing the Holly Hill Community Redevelopment Agency's Annual Budget and Work Program. This is not an Annual Budget document. Future projects undertaken by the Agency that are not specifically listed in this Worksheet may be supported and implemented by the Agency as long as those projects and programming address the Redevelopment Themes/Focus Areas, Redevelopment Goals, and Action Strategies contained in this Plan.

The proposed Capital Projects are grouped and prioritized to indicate the projects that will utilize both City and County TIF contributions, as well as those projects that will not utilize County TIF contributions. All administrative and operational costs of the Agency shall be the responsibility of the City's TIF contribution. The sunset date for the proposed capital improvements detailed in the following table is 2036. The Agency will pursue potential grant(s), such as the ECHO Grant, appropriate to the respective capital improvement project prior to utilizing County TIF contributions for appropriate capital improvements as identified in the following table. Notwithstanding, and in compliance with F.S. Chapter 163, the Agency may utilize County TIF contributions for any costs incurred by the Agency in their reasonable pursuit of potential grants for appropriate capital improvements as identified in the following table, including but not limited to, application fees, matching funds, grant management, reporting, and/or administration costs.

The Holly Hill Community Redevelopment Agency shall submit its proposed Annual Work Plan and Budget to the County for review prior to Agency adoption and no later than August 1 each year. In addition, the Holly Hill CRA Plan may be updated and modified in coordination with Volusia County every 5 years or less as directed by the Agency.

Table 5. Capital Projects and Programming Worksheet

		Years 0-3 2025-2028	Years 4-7 2029-2032	Years 8-10 2033-2036
Quality of Life *Upgrade Overall Living Conditions and Appearance of the CRA*				
Volusia County and City TIF Funded Capital Projects				
	Public Realm Improvements			
Priority: A1	**Ridgewood Corridor Improvements**			
	Upgrade of Landscaping Investments/Medians	$750,000	$1,500,000	$2,250,000
	Additional Landscaping	$250,000	$400,000	$750,000
A2	**Mason Avenue Improvements**			
	Roundabout (In coordination with Ballough Road CRA)	$250,000	$350,000	
	Landscaping	$75,000	$150,000	$250,000
	Trail Connections	$225,000	$275,000	$350,000
B	**Riverside Park Improvements/Upgrade of Investments**	$125,000	$150,000	$250,000
B	**Establish a Public Art program**	$35,000	$85,000	$70,000
B	**District-wide Public Art installations**	$50,000	$80,000	$100,000
B	**District-wide Landscaping**	$250,000	$350,000	$450,000
City TIF *Only* Funded Projects				
	Promote Motel and Business Establishments			
	CRA Code Enforcement Support	$55,000	$75,000	$85,000
	CRA Property Improvement Grant Program	$225,000	$400,000	$750,000
	Nuisance property purchase and demolition	$400,000	$750,000	$1,000,000

Sources: GAI Consultants; Volusia County; City of Holly Hill; Holly Hill Community Redevelopment Agency.

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Continue of Table 5. Capital Projects and Programming Worksheet

		Years 0-3 2025-2028	Years 4-7 2029-2032	Years 8-10 2033-2036
	Public Partnerships for Affordable Housing and Social Services			
	Evaluate publicly owned sites for development of Affordable Housing	$10,000	$2,500	$5,000
	Affordable Housing Programming/Support	$75,000	$150,000	$3,000,000
	Coordinate with adjacent jurisdictions to address transients	$10,000	$10,000	$20,000
	Explore opportunities to develop workforce housing	$10,000	$25,000	$50,000
	Workforce Housing Programming/Support		$150,000	$3,000,000
	Public Safety			
	CRA Dedicated HHPD Officers	$966,342		
	Code Enforcement			
	Code Enforcement Personnel and Activities	$192,783	$200,000	$500,000
	Total Quality of Life	**$3,954,125**	**$5,102,500**	**$12,880,000**
	Infrastructure Enhancements *Develop Funding Options for Access, Mobility, and Transportation Safety Throughout the CRA*			
Volusia County and City TIF Funded Capital Projects				
Priority: A1	**LPGA Boulevard**			
	Complete Design Study and Alternatives Study	$280,000	$350,000	
	Support realignment PD&E (Add'l. studies as needed)		$550,000	
	Support LPGA improvements/construction/ROW acquisition		$20,000,000	$28,000,000
	Identify design constraints and responsible entities for options	$125,000		
	Gateway and Entry features for LPGA		$400,000	$600,000
	Public Art Installations (LPGA Corridor)		$75,000	$75,000
A2	**Ridgewood Corridor**			
	Pedestrian and Cyclist Safety Improvements	$500,000	$750,000	$1,500,000
	Reduce vehicular speeds	$450,000	$650,000	$900,000
	Provide/Maintain mid-block crossings	$180,000	$225,000	$375,000
	Develop/Maintain corridor way-finding system/signage	$45,000	$150,000	$135,000
	Upgrade Transit Stops with VOTRAN	$40,000	$90,000	$160,000
	Upgrade Median Trees	$40,000	$85,000	$225,000
A2	**Address Flooding and Run-off Water Quality**			
	Coordinate with SJRWMD	STAFF		
	Develop Storm Water Master Plan for CRA	$405,000		
	Facilitate installation of Stormwater Improvements	$750,000	$5,000,000	$7,500,000
	Halifax River Outfall Evaluation/Backflow Prevention	STAFF/ECFRPC/ SJRWMD	$7,500,000	$11,000,000
B	**Railroad Corridor**			
	Identify and Prioritize 'Quiet Crossing' locations	STAFF	STAFF	STAFF
	Facilitate installation of 'Quiet Crossings'	$500,000	$2,500,000	$4,000,000
B	**Underground Utilities**			
	Complete Phase III of placing overhead utility underground			
	(Associated Debt Service Payments)	$2,600,000		
	Total Infrastructure Enhancements	**$5,915,000**	**$38,325,000**	**$54,470,000**

Sources: GAI Consultants; Volusia County; City of Holly Hill; Holly Hill Community Redevelopment Agency.

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Continue of Table 5. Capital Projects and Programming Worksheet

		Years 0-3 2025-2028	Years 4-7 2029-2032	Years 8-10 2033-2036
	Attracting Investments *Encourage Private Sector Investment and Generate Prosperity within the CRA.*			
Volusia County and City TIF Funded Capital Projects				
	Proactively position targeted areas for Economic Development			
Priority: B	**PICTONA Entertainment District Opportunity Area Plan**	$45,000		
	Targeted Parcel Acquisitions	$1,500,000	$6,000,000	$11,000,000
	Parcel Clearing/Demo/Site Prep	$125,000	$1,250,000	$2,500,000
	Civil Engineering (Infrastructure Planning & Design)	$550,000		
	Infrastructure Improvements		$6,000,000	$11,000,000
	Developer Solicitation	$40,000	$40,000	$15,000
B	**Southern Hospitality District Opportunity Area Plan**	$45,000		
	Targeted Parcel Acquisitions	$1,500,000	$5,000,000	$7,000,000
	Parcel Clearing/Demo/Site Prep	$50,000	$1,250,000	$2,250,000
	Civil Engineering (Infrastructure Planning, Streetscape & Design)	$550,000		
	Infrastructure Improvements		$3,000,000	$6,000,000
	Developer Solicitation	$25,000	$25,000	$25,000
A1	**Carswell Industrial Area Small Plan and Asset Mapping**	$75,000		
	Targeted Parcel Acquisitions	$1,500,000	$6,000,000	$11,000,000
	Parcel Clearing/Demo/Site Prep	$125,000	$1,250,000	$2,250,000
	Civil Engineering (Infrastructure Planning, Streetscape & Design)	$300,000		
	Infrastructure Improvements		$3,000,000	$6,000,000
City TIF *Only* Funded Projects				
	Support Existing Businesses and Recruit New Businesses			
	Team Volusia ED Support	$30,000	$60,000	$80,000
	Business Assistance Programming	$300,000	$425,000	$525,000
	Façade Programming		$50,000	$75,000
	Inventory and Catalog Available Vacant Land	STAFF	STAFF	STAFF
	Marketing CRA Parcels	$7,500	$7,500	$15,000
	PICTONA/Adult Center Support			
	Community Center Support	$800,000	$875,000	$900,000
	Infrastructure Improvements (not in SAPs)	$2,000,000	$4,200,000	$8,200,000
	Total Attracting Investments	**$9,603,500**	**$38,432,500**	**$68,835,000**
	Keepers of the Vision			
	CRA Administration	$310,000	$420,000	$475,000
	Establish CRA Advisory Board	STAFF	STAFF	STAFF
	CRA Advisory Board Training	$5,000	$7,500	$9,000
	Florida Redevelopment Association Conference Attendance CRA Advisory Board	$5,000	$9,000	$12,000
	Total Keepers of the Vision	**$320,000**	**$436,500**	**$496,000**
	TOTAL PROPOSED PROJECTS AND PROGRAMMING 2025-2036 (PROBABLE COST OPTIONS)	**$19,792,625**	**$82,296,500**	**$136,681,000**

Sources: GAI Consultants; Volusia County; City of Holly Hill; Holly Hill Community Redevelopment Agency.

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SECTION FIVE
STATUTORY PROVISIONS

SECTION 5.1
COMMUNITY IMPACT STATEMENT

This section of this 2025 Plan addresses the requirements of Chapter 163 Part III of the Florida Statutes, Sections 163.360 and 163.362.

The implementation of this 2025 Plan will foster many positive impacts to the quality of life in the Holly Hill CRA and surrounding communities. Neighborhoods will benefit from the redevelopment programming, improvements to public infrastructure addressing localized flooding issues, pedestrian safety and multi-modal transportation, and other improvements in the public realm. These activities are to address conditions of slum and blight that were found present in the community.

Successfully addressing the conditions of blight will improve the quality of life for residents, businesses and visitors. The planned redevelopment activities and public realm improvements will also improve the economic environment for business owners, employers and workers within the City of Holly Hill and Volusia County. While all impacts cannot be determined without site-specific proposals from which to evaluate potential impacts, the following section presents the range of potential impacts that may be anticipated to occur in the categories required by Chapter 163 Part III of the Florida Statutes, Sections 163.360 and 163.362.

RELOCATION

The Agency has relocation policies, which provide equitable payment for all property owners and tenants in the event of displacement due to property acquisition by the Agency. The Agency seeks to avoid displacement of households and businesses as a general policy. The proposed elements of this 2025 Plan specifically seek to encourage the reuse of existing structures when appropriate, support neighborhood revitalization, and allow the current residents to invest in and remain in their neighborhoods.

RESIDENTIAL DEVELOPMENT

The efforts undertaken by the Agency, as described in this 2025 Plan, are intended to encourage the continued residential uses within the CRA and encourage home ownership, as well as home improvement and repair.

AFFORDABLE HOUSING

This 2025 Plan supports the identification of potential sites for the development of affordable owner-occupied housing in concert with community housing development agencies (i.e., My Safe Florida Home; Florida Housing Coalition; Housing Finance Authority of Volusia County; Florida Housing Authority; and the Mid-Florida Housing Partnership). Programming that enhances the buying power of the low and moderate-income home-buyers are also proposed within this 2025 Plan.

To note, low- and moderate-income levels are based on Volusia County Affordable Housing Dashboard data, as well as the Housing and Urban Development Guideline for a family of four (4) persons residing in Volusia County.

ENVIRONMENTAL QUALITY

Drainage – Infrastructure improvements to address localized flooding issues have been identified in this 2025 Plan. These include improvement to the stormwater collection and conveyance systems within the Holly Hill CRA. These improvements are to be provided concurrently with streetscape improvements and will be consistent with low-impact design techniques to minimize and mitigate potential drainage impacts upon the Halifax River system.

Vegetation – No loss of vegetation is expected due to the implementation of this 2025 Plan. Additional street trees, open spaces and refurbished and refreshed green spaces are proposed within this 2025 Plan.

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Noise – It is anticipated that construction activities may cause a temporary increase in local noise levels, however, these activities will occur during normal working hours and should not create a hardship for local residents and businesses.

Water Quality – Improvement to the stormwater collection and conveyance systems within the Holly Hill CRA have been identified as potential projects in the 2025 Plan. Improvements to the stormwater drainage system infrastructure are anticipated to have a positive impact upon water quality in the Halifax River system.

Air Quality – The implementation of this 2025 Plan does not involve the addition of any anticipated point sources of air pollution that would require State or Federal permits. Proposed construction activities that occur as a part of project development or redevelopment activities will be a source of airborne dirt and dust. Dust control mitigation measures may be employed during these activities. Traffic circulation and pedestrian mobility improvements should provide long-term benefits for the air quality in the redevelopment area by offering non-automobile alternatives to accessing the commercial corridor.

TRANSPORTATION

This 2025 Plan proposes streetscape improvements, pedestrian improvements and improved bicyclist amenities throughout the Holly Hill CRA. These projects will maintain or improve traffic circulation and parking as well as the flow of regional through traffic while enhancing the pedestrian character of the Holly Hill CRA. Future streetscaping projects will emphasize the provision of enhanced pedestrian facilities and bicycle facilities. While regional traffic capacity is maintained, the pedestrian environment will be enhanced, and bicycle facilities expanded. Neighborhood revitalization incorporating new local employment is expected to provide some relief to traffic congestion in the Holly Hill CRA by reducing the number of trips outside the CRA to go to work.

The closer proximity between various land uses encourages pedestrian, rather than automobile, trips. The Agency in close coordination with the City will utilize maintenance of traffic (MOT) and maintenance of business (MOB) plans to manage traffic fl ow and to ensures easy access to local businesses during construction periods.

POLICE AND FIRE

This 2025 Plan supports the use of Crime Prevention Through Environmental Design (CPTED) planning and design principles during neighborhood planning and when reviewing new private sector development. The Holly Hill Police Department and the Fire & Rescue Department currently provide high quality law enforcement and fire safety and rescue services. This 2025 Plan endorses the use of improved street lighting and sidewalks in residential areas to address residents' concerns of potential crimes of opportunity.

The 2025 Holly Hill CRA Plan proposes to closely coordinate with the Holly Hill Police Department, Fire & Rescue Department, and Holly Hill Code Enforcement to identify and to reduce the number of unsafe and dilapidated structures within the Holly Hill CRA.

SCHOOL POPULATION

Potential housing development and population growth within the Holly Hill CRA are not anticipated to significantly increase the amount of school age children. The population growth within the City of Holly Hill has been relatively stable, with a 2024 population of approximately 12,945 persons. Since 2010, the population of the City has grown at a compound annual growth rate of 0.7%. However, more recently, the City's population has decreased by 0.2% since the most

recent 2020 Decennial Census, which recorded a population of 12,970 persons. While significant increases in the population of school age children are not anticipated within the Holly Hill CRA, population trends will be monitored for potential changes in this trend.

EMPLOYMENT

The long-term implementation of this 2025 Plan is anticipated to increase employment activities within the Holly Hill CRA. Small business development is a key factor to providing a stronger, more diverse employment base that is more resistant to fluctuating economic cycles and decisions regarding capital mobility. This 2025 Plan supports the establishment and revitalization of neighborhood commercial, retail, hospitality and office uses, through its business assistance programs and targeted site development programs, in appropriate locations throughout the Holly Hill CRA.

SECTION 5.2
COMMUNITY PLAN REQUIREMENTS

In a very simply described and summarized process for adopting and amending a community redevelopment plan, it is necessary that a local government and its Agency evaluate the physical, social and economic attributes of a specific area and make a determination that it satisfies multiple criteria. This determination would allow the local government to adopt and implement a redevelopment strategy and utilize all the powers available to its Agency.

Toward assuring compliance with the larger mission and responsibilities of the Agency and an implementable redevelopment plan, the Redevelopment Act outlines both the contents of the legally sufficient redevelopment plan and the general framework for its adoption. The particulars of this 2025 Plan and the means by which it will be adopted, like its predecessor, adhere to the current legal requirements.

The Redevelopment Act, according to Chapter 163.360, Florida Statues, prescribes that each adopted plan:

a. *Conform to the comprehensive plan for the county or municipality as prepared by the local planning agency under the Community Planning Act.*

b. *Be sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the community redevelopment area; zoning and planning changes, if any; land uses; maximum densities; and building requirements.*

c. *Provide for the development of affordable housing in the area or state the reasons for not addressing in the plan the development of affordable housing in the area. The county, municipality, or community redevelopment agency shall coordinate with each housing authority or other affordable housing entities functioning within the geographic boundaries of the redevelopment area, concerning the development of affordable housing in the area.*

The Redevelopment Act, according to Chapter 163.362, Florida Statues, prescribes that each community redevelopment plan shall:

i. Contain a legal description of the boundaries of the community redevelopment area and the reasons for establishing such boundaries shown in the plan.

ii. Show by diagram and in general terms:
   a. *The approximate amount of open space to be provided and the street layout.*
   b. *Limitations on the type, size, height, number, and proposed use of buildings.*
   c. *The approximate number of dwelling units.*
   d. *Such property as is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.*

iii. If the redevelopment area contains low or moderate income housing, contain a neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.

iv. Identify specifically any publicly funded capital projects to be undertaken within the community redevelopment area.

v. Contain adequate safeguards that the work of redevelopment will be carried out pursuant to the plan.

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vi. *Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the governing body deems necessary to effectuate the purposes of this part.*

vii. *Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the community redevelopment area.*

viii. *Provide an element of residential use in the redevelopment area if such use exists in the area prior to the adoption of the plan or if the plan is intended to remedy a shortage of housing affordable to residents of low or moderate income, including the elderly, or if the plan is not intended to remedy such shortage, the reasons therefore.*

ix. *Contain a detailed statement of the projected costs of the redevelopment, including the amount to be expended on publicly funded capital projects in the community redevelopment area and any indebtedness of the community redevelopment agency, the county, or the municipality proposed to be incurred for such redevelopment if such indebtedness is to be repaid with increment revenues.*

x. *Provide a time certain for completing all redevelopment financed by increment revenues. Such time certain shall occur no later than 30 years after the fiscal year in which the plan is approved, adopted, or amended pursuant to s. 163.361(1). However, for any agency created after July 1, 2002, the time certain for completing all redevelopment financed by increment revenues must occur within 40 years after the fiscal year in which the plan is approved or adopted.*

This 2025 Holly Hill CRA Redevelopment Plan update and amendment documents required compliance with Chapter 163.

To fulfill its many responsibilities, the Agency has many powers. These enumerated powers acknowledge the status of the Agency as a functioning governmental entity but one that stands apart in its supportive mission of the CRA. These powers tend to reaffirm the Agency's specific duties in the pursuit of development and redevelopment while separating its financial obligations from those of the associated general government.

These enumerated powers for the Agency as outlined in Chapter 163.0370 include, but are not limited to:

- To make and execute contracts and other instruments necessary or convenient to the exercise of its powers under this part.
- To disseminate slum clearance and community redevelopment information.
- To undertake and carry out community redevelopment and related activities within the community redevelopment area.
- To provide, or to arrange or contract for, the furnishing or repair by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities, or other facilities for or in connection with a community redevelopment; to install, construct, and reconstruct streets, utilities, parks, playgrounds, and other public improvements; and to agree to any conditions that it deems reasonable and appropriate which are attached to federal financial assistance and imposed pursuant to federal law relating to the determination of prevailing salaries or wages or compliance with labor standards, in the undertaking or carrying out of a community redevelopment and related activities, and to include in any contract let in connection with such redevelopment and related activities or provisions to fulfill such of the conditions as it deems reasonable and appropriate.

Although any associated general-purpose government and any of its property owners or citizens as tax payers are intended to benefit from the activities of the Agency for the CRA, they are insulated from its financial obligations. Further, certain operating and capital expenses of an associated general government, are not to be absorbed through funds flowing into the Holly Hill CRA Redevelopment Trust Fund. Despite that insularity, the Holly Hill CRA exports many financial and community benefits well beyond its legally defined boundaries.

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SECTION 5.3

COMMUNITY REDEVELOPMENT PLAN APPROVAL

In accordance with Chapter 163.360, Florida Statutes, the Agency shall submit any Redevelopment Plan it recommends for approval together with its written recommendations, to the local planning agency and then to the Holly Hill City Commission. The Agency's Governing Board shall then hold a public hearing on this 2025 Plan after public notice thereof by publication in a newspaper having a general circulation in the area of operation of the county or municipality. The notice shall describe the time, date, place, and purpose of the hearing, identify generally the redevelopment area covered by this 2025 Plan, and outline the general scope of the Redevelopment Plan under consideration.

Following such a hearing, the governing board may approve the Plan therefore if it finds that:

1. A feasible method exists for the location of families who will be displaced from the CRA in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families;
2. The Plan conforms to the overall Goals, Policies and Objectives of the City's adopted Comprehensive Plan;
3. The Plan provides due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the Plan; and,
4. The Plan will afford for the maximum opportunity, consistent with the sound needs of the county or municipality as a whole, for the rehabilitation or redevelopment of the CRA by private enterprise.

Upon approval by the Holly Hill City Commission, this 2025 Plan shall be considered in full force and effect for the respective CRA and the City may then cause the Agency to carry out the implementation of the2025 Plan.

SECTION 5.4

DURATION OF THE PLAN

Pursuant to Section 163.362 Contents of Community Redevelopment Plan—every Community Redevelopment Plan shall:

1. Provide a time certain for completing all redevelopment financed by increment revenues. Such time certain shall occur no later than 30 years after the fiscal year in which the Community Redevelopment Plan is approved, adopted, or amended pursuant to s. 163.361(1). However, for any Community Redevelopment Agency created after July 1, 2002, the time certain for completing all redevelopment financed by increment revenues must occur within 40 years after the fiscal year in which the Community Redevelopment Plan is approved or adopted.

The duration of the Holly Hill 2025 Community Redevelopment Plan is through 2036.

SECTION 5.5

AMENDMENT OF THE PLAN

This 2025 Plan may be modified, changed, or amended at any time by the Holly Hill City Commission upon the recommendation of the Agency, provided that if modified, changed, or amended after the lease or sale of property by the Agency, the modification may be consented to by the developer or redevelopers of such property or his successors or their successors in interest affected by the proposed modification. This means that if a developer acquired title, lease rights, or other form of development agreement from the Agency to a piece of property within the Holly Hill CRA with the intention of developing it in conformance with this 2025 Plan, any amendment, which might substantially affect their ability to proceed with that development may require their (developer) consent.

When considering modifications, changes, or amendments in this 2025 Plan, the Agency will take into consideration the recommendations of interested area property owners, residents, and business operators. Any proposed minor changes in this 2025 Plan will be communicated by the agency responsible to the affected property owner(s).

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

SECTION 5.6

SAFEGUARDS AND RETENTION OF CONTROL

This 2025 Plan is the guiding document for future development, redevelopment and ancillary programs, projects and activities in and for the Holly Hill CRA. To assure that redevelopment will take place in conformance with the projects, goals and policies expressed in this plan, the Agency will utilize the regulatory devices, instruments and systems used by the City of Holly Hill to permit development and redevelopment within its jurisdiction. These regulatory devices, etc., include but are not limited to the adopted Comprehensive Plan, the Land Development Code, the Zoning Code, adopted design guidelines, performance standards and City authorized development review, permitting and approval processes.

In accordance with F.S. and the current Delegation of Authority Resolution and Interlocal Agreements with Volusia County Government, the Holly Hill City Commission retains the vested authority and responsibility for:

1. The power to grant final approval to Community Redevelopment Plans and modifications.
2. The power to authorize issuance of revenue bonds as set forth in Section 163.385, F.S.
3. The power to approve the acquisition, demolition, removal or disposal of property as provided in Section 163.370(3), F.S. and the power to assume the responsibility to bear loss as provided in Section 163.370(3), F.S.

The Agency Governing Board shall be fully subject to the Florida Sunshine Law and will convene, at publicly noticed meetings, on a regularly scheduled meeting basis in a public forum. The Agency shall file an Annual Report with the State's Auditor General's Office and with the City of Holly Hill. This report shall contain a programmatic overview of the activities of the Agency as allowed by the Redevelopment Plan. In addition to an annual audit as part of the City's Comprehensive Annual Financial Report ("CAFR"), the Agency shall also be audited annually by a third-party auditor. The findings of the audit shall be presented at a meeting of the Agency Board and such findings shall be forwarded to the State Auditor General's Office by March 31 of each year for the preceding year, which shall run from October 1 through September 30.

The CAFR and third-party audit of the Agency shall be provided to the City of Holly Hill and the City Clerk's Office for public review and availability. Legal notice in a newspaper of general circulation shall be provided to inform the public of the availability for review of the Annual Audit Report and the Annual Report. The Agency shall provide adequate safeguards to ensure that all leases, deeds, contracts, agreements, and declarations of restrictions relative to any real property conveyed shall contain restrictions and/or covenants to run with the land and its uses, or other provisions necessary to carry out the goals and objectives of this 2025 Plan.

SECTION 5.7

SEVERABILITY

Should any provision, section, subsection, sentence, clause, or phrase of this 2025 Plan be declared by the courts to be invalid or unconstitutional, such declaration shall not affect validity of the remaining portion or portions of this 2025 Plan.

SECTION 5.8

CONSISTENCY WITH COMPREHENSIVE PLANS

This 2025 Plan was prepared in a manner consistent with the Goals, Objectives, and Policies of the City of Holly Hill Comprehensive Plan. This 2025 Plan meets the intent of the following specific Goals, Objectives, and Policies of the Comprehensive Plans of the City.

City of Holly Hill Comprehensive Plan Consistency The primary support for the Agency accomplishments in the Comprehensive Plan can be found in its Future Land Use Element ("FLUE"). However, the only policy in the FLUE that directly speaks to an accomplishment is Policy 1.2.18. This policy states that "the City shall maintain architectural standards for the new development and redevelopment of existing buildings in the CRA overlay district" which was created in 2005. One of the main purposes of the overlay district was to establish architectural design standards. Goal 4 of the FLUE formally introduces the Holly Hill CRA and the Holly Hill CRA Master Plan along

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

with a list of community development issues it is intended to address. While several of the policies listed fall under this goal, other areas of the Comprehensive Plan provide policy support for the Agency's activities and Redevelopment Plan implementation; however, they do not explicitly list or highlight the accomplishments of the Agency.

The Agency's accomplishments with supporting Comprehensive Plan policies include:

> ***FLUE Policy 2.2.3*** *Maintain a sense of place by preserving the character of historic districts and areas in the City with a high concentration of locally designated historic properties and cultural resources through preservation, maintenance and rehabilitation of resources to the greatest extent possible.*
>
> ***FLUE Policy 2.2.4*** *Maintain a sense of community through the landscaping of parks, recreation areas and medians as well as the City's CRA overlay district.*
>
> ***FLUE Policy 4.2.4*** *The City shall continue to review and improve the public park facilities in the Redevelopment area and provide a full range of recreational opportunities.*
>
> ***FLUE Policy 4.2.5*** *The City shall utilize a portion of the Tax Increment Financing funds to provide continued maintenance of public streetscape improvements within the Community Redevelopment Area.*
>
> ***FLUE Policy 4.2.6*** *The City shall continue to work with organizations such as, the Chamber of Commerce as well as business and property owners to implement capital projects in Master Plan Update.*
>
> ***FLUE Policy 5.1.1*** *The City shall maintain a working relationship with the Holly Hill business community and update economic development assistance programs as necessary.*
>
> ***FLUE Policy 5.1.3*** *The City shall continue economic investment activities that provide financial incentives for business expansion and development that creates livable wage jobs for its residents.*

SECTION 5.9

COMPLIANCE STATEMENTS

The Holly Hill Agency ("Agency") was established in 1992 through the adoption of a Delegation of Authority Resolution (92-257) from the Volusia County Board of County Commissioners, authorizing the establishment of the Agency by the City of Holly Hill ("City"). The Holly Hill Community Redevelopment Area ("CRA") lies exclusively within the City of Holly Hill's municipal boundaries, and the exercise of redevelopment powers is governed by Section 163.415, Florida Statutes.

A Finding of Necessity for the Holly Hill CRA was first made by Resolution of the City of Holly Hill adopted in 1996 a legal description of the Holly Hill CRA and the boundaries which are incorporated into this 2025 Redevelopment Plan update by reference.

The first Holly Hill CRA Redevelopment Plan was adopted in 1996, and subsequently updated in 2007. The base year for tax increment calculations is 1996. Based on the year the Holly Hill CRA was established, prior to 2002, and the year in which the Holly Hill CRA Plan was adopted, the Agency has a base operational time frame of 30 years, with a current "sunset" date of 2026.

Notice of intent to consider and adopt this 2025 Redevelopment Plan update was furnished to the public and to each taxing authority which levies ad valorem taxes on taxable real property contained within the geographic boundaries of the Holly Hill CRA pursuant to Section 163.346, Florida Statutes.

Pursuant to Section 163.361(3)(a), Florida Statutes, a written report was provided to each taxing authority concerning this 2025 Redevelopment Plan update. This 2025 Redevelopment Plan update was found to be compliant with the Comprehensive Plan of Volusia County and the City of Holly Hill by the Holly Hill Planning and Zoning Commission, in its capacity as Local Planning Agency for the City of Holly Hill under the Community Planning Act.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

Pursuant to Section 163.361(2), Florida Statutes, a public hearing was convened before the City of Holly Hill City Commission to consider and adopt this 2025 Redevelopment Plan update. A resolution approving the existence of the Agency beyond the termination dates specified in Section 6 of Chapter 2019-163, Laws of Florida, was adopted by majority vote of the governing body of the City of Holly Hill.

By adoption of this 2025 Redevelopment Plan update, the City of Holly Hill City Commissioners and the Holly Hill Community Redevelopment Agency jointly find that this update to the Redevelopment Plan contains specific information regarding (a) the impact of redevelopment upon the residents of the community redevelopment area, (b) planned public capital improvements, (c) safeguards, (d) assurances, and (e) projected costs for redevelopment, all in compliance with the minimum requirements of Sections 163.362(3)-(9), Florida Statutes.

All capital improvement plans, 5-year work plans, and fixed capital outlay plans adopted by the executive departments and agencies of the State of Florida, by Volusia County, by the School Board of Volusia County, and by the City of Holly Hill that are effective as of the date of adoption of this 2025 Redevelopment Plan update, are incorporated herein by reference to the extent such plans reflect publicly funded capital projects to be undertaken within the Holly Hill Community Redevelopment Area.

City of Holly Hill, FL | Source: Home

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

SECTION SIX
CONTINUING COORDINATION WITH VOLUSIA COUNTY

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

SECTION 6.1
COUNTY COORDINATION-PARTICIPATION

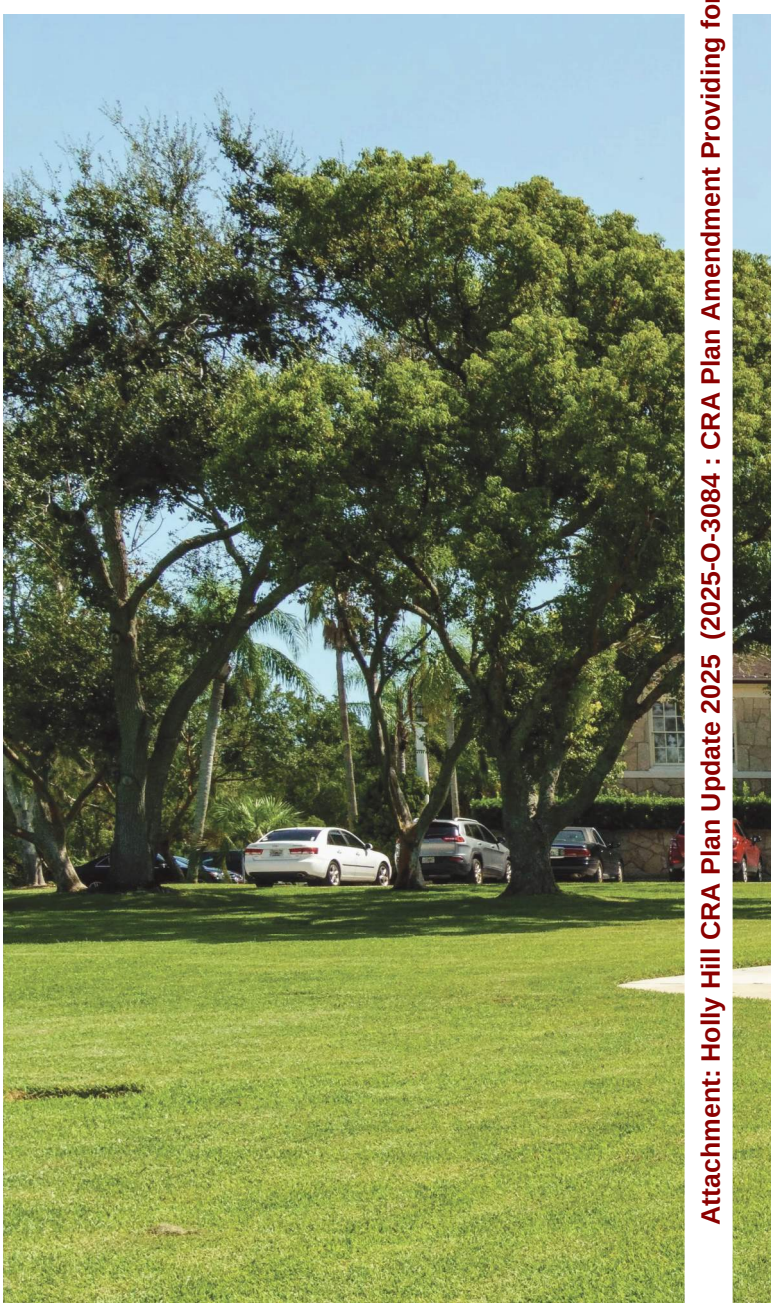
The Agency shall provide timely notification to the County designated representative, including the representative Volusia County Council district member and county staff representative prior to any Agency or CRA Advisory Board meeting and provided the opportunity to attend and participate.

COORDINATION-TIMELY NOTICE

Neither the County nor the City of Holly Hill shall give less than one-hundred and twenty (120) days written notice for any contemplated changes to the redevelopment area's boundaries or extensions of the operational timeframe of the Agency.

COORDINATION-RECOGNITION

The Agency will recognize Volusia County as a contributing partner in print and electronic media and at formal events, such as groundbreakings, ribbon cuttings and installation of capital development projects.



Holly Hill City Hall

APPENDIX

APPENDIX A

HOLLY HILL CRA LEGAL DESCRIPTION

The following is a legal description of a tract of land known as the City of Holly Hill Community Redevelopment District, located within the City of Holly Hill, Section 43 of Township 14 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE J.M. HERNANDEZ GRANT, SAID LINE BEING ALSO THE WESTWARD PROLONGATION OF THE NORTH LINE OF SECTION 43, TOWNSHIP 14 SOUTH, RANGE 32 EAST, AND THE EASTERLY LINE OF LOT 13, BLOCK 14, RIO VISTA, SECTION "B", MAP BOOK 6 PAGE 150 (RE-RECORDED MAP BOOK 22, PAGE 159) OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE SAID EASTERLY LINE OF SAID LOT 13 TO THE SOUTHEASTERLY CORNER OF LOT 14, BLOCK 14L THENCE CONTINUE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 14 TO A POINT OF INTERSECTION IN THE EASTERLY LINE OF SAID LOT 14; THENCE CONTINUE ALONG SAID EASTERLY LINE OF SAID LOT 14, BLOCK 14, TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF ARAGON STREET AND THE NORTHEAST CORNER OF SAID LOT 14; THENCE CONTINUE NORTHERLY CROSSING SAID ARAGON STREET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE THEREOF; THENCE EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF ARAGON STREET TO THE INTERSECTION WITH THE WESTERLY LINE OF SOUTH RIDGE WOOD AVENUE (RIDGE AVENUE), A 100 FOOT RIGHT-OF-WAY THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID SOUTH RIDGEWOOD AVENUE TO AN INTERSECTION WITH THE NORTHERLY LINE O CASTILLA STREET, A 50 FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT OF RIO VISTA O U.S. HIGHWAY 1 (S.R.5/YONGE STREET); THENCE NORTHERLY ALONG SAID EASTERLY LINE OF U.S. HIGHWAY 1 TO AN INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 22, BLOCK 26, RIO VISTA SECTION "A", MAP BOOK 6 PAGE 25 (RE-RECORDED MAP BOOK 22, PAGE 67); THENCE WESTERLY ALONG SAID LOT 22, BLOCK 26 AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER SAID LOT 22; THENCE SOUTHERLY ALONG THE WESTERLY SAID LOT 22 TO THE NORTHEAST CORNER OF LOT 3, BLOCK 26, AFORESAID THENCE WESTERLY ALONG SAID NORTHERLY LINE LOT 3, BLOCK 26 AND THE WESTERLY EXTENSION THEREOF TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ESPANOLA AVENUE THENCE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE SAID ESPANOLA AVENUE TO AN INTERSECTION WITH THE NORTHEAST CORNER OF LOT 6, BLOCK 28, AFORESAID RIO VISTA SECTION "A"; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 6, BLOCK 28, TO THE SOUTHEAST CORNER OF LO 4, BLOCK 28; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 4, BLOCK 28, TO THE NORTHEAST CORNER OF LOT 4, BLOCK 28; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 4, BLOCK 28 TO THE EASTERLY RIGHT-OF-WAY LINE OF PARQUE DRIVE; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT -OF-WAY LINE TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CALLE GRANDE; THENCE EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE WESTERLY RIGHT-O-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE CENTERLINE OF COLORADO STREET AN UNOPENED ROAD; THENCE WESTERLY ALONG SAID CENTERLINE TO AN INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF LOT 17, BLOCK 27, SAID RIO VISTA SECTION "B", THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 17, BLOCK 27

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

APPENDIX B
CITY-OWNED VACANT PARCELS

Appendix B1. Vacant Parcels Owned by the City of Holly Hill

Alternate Key	Full Parcel ID	DOR Use Code	Property Address	Acres
3131037	35143205070100	8000	1024 Daytona Avenue	0.381
3170008	42143204350320	8000	11th Street	0.044
7944081	42143216000001	1000	Center Avenue	2.075
6692211	42143220270111	8000	Calle Grande Street	0.009
5622258	42143240320021	8000	LPGA Boulevard	5.277
3205138	42143252000170	8000	1032 Cherokee Ranch Road	0.158
3205812	42143254000160	8000	Alta Drive	0.506
3206975	42143261000040	8000	1020 Daytona Avenue	0.577
5622231	44143201040014	8000	LPGA Boulevard	2.741
3222636	44143201210020	8000	421 6th Street	0.406
5135969	44143201020130	8000	1046 Daytona Avenue	0.924
3474007	37153324000020	8000	112 1st Street	0.172
3478282	37153343000132	8000	224 Riverside Drive	0.462

Sources: FDOR; Volusia County Property Appraiser; City of Holly Hill; GAI Consultants.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

APPENDIX C

PUBLIC ENGAGEMENT AND COMMUNITY INPUT

PUBLIC ENGAGEMENT

The following provides a summary of the Holly Hill CRA Plan update public engagement and outreach program. This program included: (1) An interactive website that provided project specific information about upcoming meetings and also enabled visitors to take an on-line survey and leave comments on an interactive GIS map of the CRA; (2) in-person stakeholder interviews, over multiple days, with local business owners, residents and key thought-leaders; and (3) an in-person Community Workshop.

WEBSITE

An on-line mechanism (Holly Hill CRA Plan Update Website) was deployed to provide project specific information and updates and to enable community participation and engagement on a 24-hour and seven-day a week availability. Accessible through the City of Holly Hill's website landing page, the Holly Hill CRA Plan website also enabled community engagement and participation by those residents that were unable or did not want to physically attend public events.

The website included an on-line survey that asked respondents what their concerns were for the Holly Hill CRA and what their aspirations were for the community. The website also included an interactive GIS map where visitors could view and leave comments on a map of the Holly Hill CRA to call-out areas of focus or to identify site-specific issues or concerns. The website has received over one-hundred and seventy (175) visits during the Holly Hill CRA Plan update. Items identified by visitors to the Holly Hill CRA Plan update website included:

1. Negative Perception of the City
2. Transportation Safety Issues
3. Economic Development
4. Sustainability and Resiliency

STAKEHOLDER INTERVIEWS

Stakeholder interviews were held over two (2) consecutive days in March (3/19/2024-3/20/2024) at the Holly Hill City Hall Conference Room, Holly Hill, Florida. The Stakeholder list included elected officials, business owners, business operators, residents, previous Holly Hill CRA Grant recipients, Board of Planning and Appeals members, workforce and economic development professionals and local thought leaders.

Comments and discussions included what participants liked and didn't like about the Holly Hill CRA and what their perspective was about where the Holly Hill CRA has been and where it is going. The comments were grouped by similar topics, including:

Negative Perception of the City
- Derelict Hotels
- Vacant Lots
- Homeless Panhandlers

Transportation Safety
- LPGA Boulevard
- Ridgewood Avenue
- Pedestrian/Cyclist improvements

Economic Development
- Strong Industrial Base
- Hospitality opportunities in south of CRA

Sustainability and Resiliency
- Localized Flooding
- Water Quality

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

COMMUNITY WORKSHOP

These initial Stakeholder Interview sessions were followed by two community workshops at the SICA Center, April 9, and April 16, 2024. These workshops were advertised on the City of Holly Hill CRA webpage including a project specific webpage, with a QR code supplying related information.

The Workshops boasted attendances of thirty-nine (39) and forty (40) persons. Attendees were provided a broad overview of the Holly Hill CRA, the Agency, and its history, projects and programs. Participants were encouraged to provide input for community issues, and to identify targeted areas for improvement on a series of maps depicting different areas of the Holly Hill CRA.

At each Community Workshop this exercise elicited numerous comments, ideas, and identified specific redevelopment opportunities for consideration of inclusion in the updated Holly Hill CRA Plan.

COMMUNITY WORKSHOP #1, APRIL 9, 2024 GENERAL THEME(S) COMMUNITY INPUT DETAILS

Negative Perception of the City

- Screen Junkyard on LPGA
- Add Murals and Artwork
- Homeless Person everywhere
- Make more parks
- Demolish mobile home park make permanent single-family and multi-family residential
- Encourage more restaurants
- Create hospitality uses on City land, and create a walking district in south CRA
- Make Carswell one way (North)
- Speeding on 8th Street
- Ridgewood Medians need to be Maintained
- Bike Path on Flomich Avenue
- Make Walker Street one-way west

Transportation Safety

- LPGA Boulevard Sidewalks and bike paths needed
- LPGA 4 lanes needed
- LPGA Clean up trees
- Ridgewood Avenue Pedestrian Improvements
- Make Carswell one way (North)
- Speeding on 8th Street
- Ridgewood Medians need to be Maintained
- Bike Path on Flomich Avenue
- Make Walker Street one-way west

Economic Development

- ECO-Tourism opportunities on vacant industrial lands
- Create an Entertainment/Hospitality District
- Bring back Holly Hill library
- Where are the Houses by Fountainhead?
- Mural and/or Art Walking Tours
- Plein Air painting festivals
- Economic Development
- Capitalize on Pictona (Hotel, programming, etc.)
- Hospitality opportunities in south of CRA
- City needs Downtown
- Need family restaurants
- We need a NEW Hotel near Pictona

Sustainability and Resiliency

- Localized Flooding (837 Carswell)
- Clean up canal along LPGA
- Water Quality (Halifax River)
- Add Alarm or Public Notice system in case of accidents/spills/emergencies at Water Treat Facility

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

COMMUNITY WORKSHOP #2, APRIL 16, 2024 GENERAL THEME(S) COMMUNITY INPUT DETAILS

Negative Perception of the City

- Screen Junkyard on LPGA
- Add Murals and Artwork
- Riverside Park is home to transients and drug activity
- Improve facades and appearances of existing businesses (JAVA Junction)
- Used Car lots need face-lifts
- Homeless Persons everywhere (Mason Avenue)
- Screen Junkyard from site (paint murals on Junkyard fence)
- Old hotels are eyesores

Transportation Safety

- SAV-A-LOT parking lot exit on LPGA Intersection, exits to parking lots should be closed, it is problematic and dangerous
- Need a sidewalk on Riverside Drive Beach Street and Mason

Economic Development

- Need new businesses at the Market
- Need new businesses at vacant Marina Grande shops
- Build a hotel near Pictona
- Parking for Pictona
- Improve facades and appearances of existing businesses (JAVA Junction)
- Have more events and festivals in the City

Sustainability and Resiliency

- Consider the wildlife along LPGA Boulevard canal
- Severe flooding on Riverside Drive by 2nd and 3rd streets

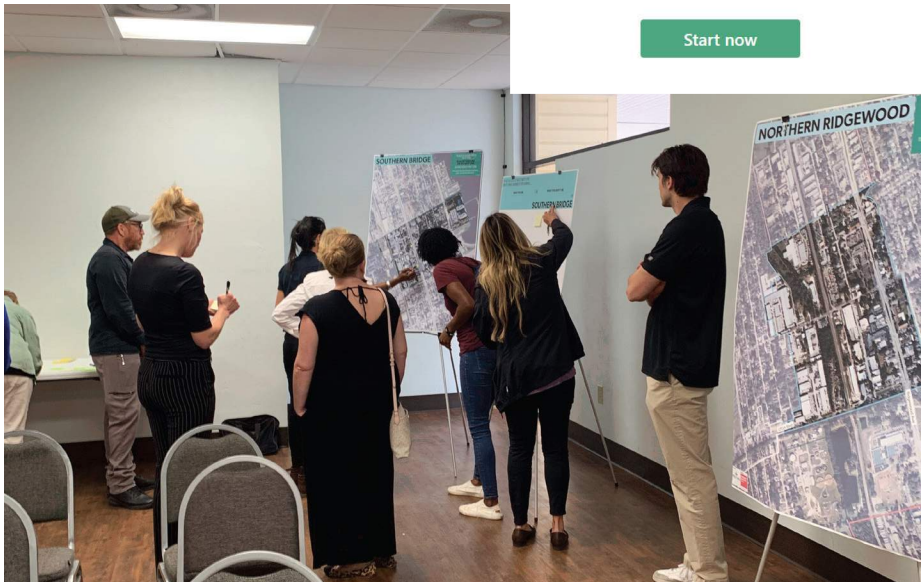
KEY ISSUES IDENTIFICATION AND GUIDING THEMES

The results from these stakeholder interviews, community workshops, and engagement from the Holly Hill CRA website provided direction about recurring key issues within the Holly Hill CRA. Based on these recurring key issues, general themes were identified to guide the Holly Hill CRA Plan update, these included:

- Attracting Investment
- Quality of Life
- Keepers of the Vision
- Infrastructure Enhancements

These themes, projects and programs, identified through the community engagement process, became the cornerstones for the updated Holly Hill Community Redevelopment Plan.

Holly Hill Community Redevelopment Agency Plan Update



Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

APPENDIX D
DETAILED FINANCIAL ANALYSIS TABLES

Appendix D1. Holly Hill Redevelopment Trust Fund TIF Revenues, *Moderate Scenario*

Year	Value of CRA	Incremental Value	County Millage	County CRA Contribution @ 95%[1]	Total Millage	Millage % Change	Total CRA Contributions/ Revenue
2024	$388,048,240	$299,706,021	5.434	$1,547,172	11.965	-1.81%	$3,406,655
2025	$408,493,053	$320,150,834	5.312	$1,615,700	11.697	-2.24%	$3,557,500
2026	$430,015,027	$341,672,808	5.193	$1,685,700	11.435	-2.24%	$3,711,600
Agency's Current Sunset Date (2026) Sub-Total[2]				$4,848,572			$10,675,755
2027	$452,670,913	$364,328,694	5.077	$1,757,100	11.179	-2.24%	$3,869,000
2028	$476,520,453	$388,178,234	4.963	$1,830,200	10.928	-2.24%	$4,029,900
2029	$501,626,537	$413,284,318	4.852	$1,904,900	10.683	-2.24%	$4,194,400
2030	$528,055,366	$439,713,147	4.743	$1,981,300	10.444	-2.24%	$4,362,600
2031	$555,876,632	$467,534,413	4.637	$2,059,500	10.210	-2.24%	$4,534,700
2032	$585,163,696	$496,821,477	4.533	$2,139,400	9.981	-2.24%	$4,710,800
2033	$615,993,787	$527,651,568	4.431	$2,221,300	9.757	-2.24%	$4,891,000
2034	$648,448,200	$560,105,981	4.332	$2,305,100	9.539	-2.24%	$5,075,500
2035	$682,612,515	$594,270,296	4.235	$2,390,800	9.325	-2.24%	$5,264,400
2036	$718,576,820	$630,234,601	4.140	$2,478,700	9.116	-2.24%	$5,457,900
10-Year Tax Collections Total				**$21,068,300**			**$46,390,200**
Full Planning Period (2024-2036)[3]				**$25,916,872**			**$57,065,955**

Sources: Volusia County Chief Financial Officer. Notes: Totals may not add due to rounding.
Notes: (1) As the increment value increases, Volusia County's contribution rate to the TIF Trust Fund will decrease over time (i.e., the County shall contribute at a 95% participation rate for increment up to $1,000,000, 75% for increment between $1,000,000 and $2,000,000, and 50% for increment above $2,000,000). This decreasing TIF participation rate will rely upon the TIF projections provided by Volusia County Chief Financial Officer. The decreasing TIF participation rate is not reflected in Appendix D1 table above.
(2) The years following sunset are provided for reference in a future evaluation of extending the Agency's current sunset date, 2026; therefore, the 10-Year Tax Collections Total reflects the projection period from 2027 to 2036. (3) The full planning period reflects the years extending from 2024 to 2036.

Appendix D2. Holly Hill Redevelopment Trust Fund TIF Revenues, *High Scenario*

Year	Value of CRA	Incremental Value	County Millage	County CRA Contribution @ 95%[1]	Total Millage	Millage % Change	Total CRA Contributions / Revenue
2024	$388,048,240	$299,706,021	5.434	$1,547,172	11.965	-1.81%	$3,406,655
2025	$410,824,398	$322,482,179	5.315	$1,628,100	11.702	-2.20%	$3,584,900
2026	$434,937,383	$346,595,164	5.198	$1,711,400	11.444	-2.20%	$3,768,200
Agency's Current Sunset Date (2026) Sub-Total[2]				$4,886,672			$10,759,755
2027	$460,465,659	$372,123,440	5.083	$1,797,000	11.193	-2.20%	$3,956,800
2028	$487,492,296	$399,150,077	4.972	$1,885,200	10.947	-2.20%	$4,150,800
2029	$516,105,238	$427,763,019	4.862	$1,975,900	10.706	-2.20%	$4,350,600
2030	$546,397,592	$458,055,373	4.755	$2,069,300	10.470	-2.20%	$4,556,200
2031	$578,467,930	$490,125,711	4.651	$2,165,500	10.240	-2.20%	$4,767,900
2032	$612,420,609	$524,078,390	4.548	$2,264,500	10.015	-2.20%	$4,986,100
2033	$648,366,111	$560,023,892	4.448	$2,366,600	9.795	-2.20%	$5,210,900
2034	$686,421,403	$598,079,184	4.351	$2,471,900	9.579	-2.20%	$5,442,600
2035	$726,710,318	$638,368,099	4.255	$2,580,400	9.368	-2.20%	$5,681,500
2036	$769,363,956	$681,021,737	4.161	$2,692,200	9.162	-2.20%	$5,927,800
10-Year Tax Collections Total				**$22,268,500**			**$49,031,200**
Full Planning Period (2024-2036)[3]				**$27,155,172**			**$59,790,955**

Sources: Volusia County Chief Financial Officer. Notes: Totals may not add due to rounding.
Notes: (1) As the increment value increases, Volusia County's contribution rate to the TIF Trust Fund will decrease over time (i.e., the County shall contribute at a 95% participation rate for increment up to $1,000,000, 75% for increment between $1,000,000 and $2,000,000, and 50% for increment above $2,000,000). This decreasing TIF participation rate will rely upon the TIF projections provided by Volusia County Chief Financial Officer. The decreasing TIF participation rate is not reflected in Appendix D2 table above.
(2) The years following sunset are provided for reference in a future evaluation of extending the Agency's current sunset date, 2026; therefore, the 10-Year Tax Collections Total reflects the projection period from 2027 to 2036. (3) The full planning period reflects the years extending from 2024 to 2036.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

APPENDIX E

EXAMPLE CALCULATIONS OF DECREASING CONTRIBUTION

Appendix E1. Holly Hill Redevelopment Trust Fund TIF Revenues, *Decreasing Contribution*

Year	Value of CRA	Incremental Value	County Millage	County CRA Contribution @ 95%/75%/50%[1]	Total Millage	Millage % Change	Total CRA Contributions/ Revenue
2024	$388,048,240	$299,706,021	5.434	$1,547,172	11.965	-1.81%	$3,406,655
2025	$408,493,053	$320,150,834	5.312	$1,615,700	11.697	-2.24%	$3,557,500
2026	$430,015,027	$341,672,808	5.193	$1,685,700	11.435	-2.24%	$3,711,600
Agency's Current Sunset Date (2026) Sub-Total[2]				$4,848,572			$10,675,755
2027	$452,670,913	$364,328,694	5.077	$1,587,200	11.179	-2.24%	$3,699,100
2028	$476,520,453	$388,178,234	4.963	$1,644,900	10.928	-2.24%	$3,844,600
2029	$501,626,537	$413,284,318	4.852	$1,702,600	10.683	-2.24%	$3,992,100
2030	$528,055,366	$439,713,147	4.743	$1,742,800	10.444	-2.24%	$4,124,100
2031	$555,876,632	$467,534,413	4.637	$1,783,900	10.210	-2.24%	$4,259,100
2032	$585,163,696	$496,821,477	4.533	$1,826,000	9.981	-2.24%	$4,397,400
2033	$615,993,787	$527,651,568	4.431	$1,869,100	9.757	-2.24%	$4,538,800
2034	$648,448,200	$560,105,981	4.332	$1,913,200	9.539	-2.24%	$4,683,600
2035	$682,612,515	$594,270,296	4.235	$1,958,300	9.325	-2.24%	$4,831,900
2036	$718,576,820	$630,234,601	4.140	$2,004,600	9.116	-2.24%	$4,983,800
10-Year Tax Collections Total				**$18,032,600**			**$43,354,500**
Full Planning Period (2024-2036)[3]				**$22,881,172**			**$54,030,255**

Sources: Volusia County Chief Financial Officer. Notes: Totals may not add due to rounding.
Notes: (1) As the increment value increases, Volusia County's contribution rate to the TIF Trust Fund will decrease over time (i.e., the County shall contribute at a 95% participation rate for increment up to $1,000,000, 75% for increment between $1,000,000 and $2,000,000, and 50% for increment above $2,000,000). This decreasing TIF participation rate will rely upon the TIF projections provided by Volusia County Chief Financial Officer. (2) The years following sunset are provided for reference in a future evaluation of extending the Agency's current sunset date, 2026; therefore, the 10-Year Tax Collections Total reflects the projection period from 2027 to 2036. (3) The full planning period reflects the years extending from 2024 to 2036.

Appendix E2. Holly Hill Redevelopment Trust Fund TIF Revenues, *Decreasing Contribution + General Fund Onl*

Year	Value of CRA	Incremental Value	County Millage	County CRA Contribution @ 95%/75%/50%[1]	Total Millage	Millage % Change	Total CRA Contributions/ Revenue
2024	$388,048,240	$299,706,021	5.434	$1,547,172	11.965	-1.81%	$3,406,655
2025	$408,493,053	$320,150,834	5.312	$1,615,700	11.697	-2.24%	$3,557,500
2026	$430,015,027	$341,672,808	5.193	$1,685,700	11.435	-2.24%	$3,711,600
Agency's Current Sunset Date (2026) Sub-Total[2]				$4,848,572			$10,675,755
2027	$452,670,913	$364,328,694	2.990[4]	$1,017,100	9.092	-20.49%	$3,129,000
2028	$476,520,453	$388,178,234	2.923	$1,051,100	8.888	-2.24%	$3,250,800
2029	$501,626,537	$413,284,318	2.858	$1,085,800	8.689	-2.24%	$3,375,300
2030	$528,055,366	$439,713,147	2.794	$1,121,300	8.494	-2.24%	$3,502,600
2031	$555,876,632	$467,534,413	2.731	$1,157,700	8.304	-2.24%	$3,632,900
2032	$585,163,696	$496,821,477	2.670	$1,194,900	8.118	-2.24%	$3,766,300
2033	$615,993,787	$527,651,568	2.610	$1,232,900	7.936	-2.24%	$3,902,600
2034	$648,448,200	$560,105,981	2.552	$1,271,900	7.758	-2.24%	$4,042,300
2035	$682,612,515	$594,270,296	2.494	$1,311,800	7.584	-2.24%	$4,185,400
2036	$718,576,820	$630,234,601	2.439	$1,352,600	7.414	-2.24%	$4,331,800
10-Year Tax Collections Total				**$11,797,100**			**$37,119,000**
Full Planning Period (2024-2036)[3]				**$16,645,672**			**$47,794,755**

Sources: Volusia County Chief Financial Officer. Notes: Totals may not add due to rounding.
Notes: (1) As the increment value increases, Volusia County's contribution rate to the TIF Trust Fund will decrease over time (i.e., the County shall contribute at a 95% participation rate for increment up to $1,000,000, 75% for increment between $1,000,000 and $2,000,000, and 50% for increment above $2,000,000). This decreasing TIF participation rate will rely upon the TIF projections provided by Volusia County Chief Financial Officer. (2) The years following sunset are provided for reference in a future evaluation of extending the Agency's current sunset date, 2026; therefore, the 10-Year Tax Collections Total reflects the projection period from 2027 to 2036. (3) The full planning period reflects the years extending from 2024 to 2036. (4) Millage rate changed to reflect City and County general fund projection only, effective in 2027.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

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Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

Prepared By:

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STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **April 8, 2025**
FROM: **Brian Walker**
SUBJECT: **First Reading - an Ordinance of the City of Holly Hill, Volusia County, Florida, Annexing by Voluntary Petition Approximately 1.028 Acres Identified as Parcel Number 4242-04-21-0140 Contiguous to the City of Holly Hill; Redefining Boundaries of the City of Holly Hill to Include Said Property and the Adjacent Right-Of-Way of Nova Road; Directing the City Clerk to File the Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Volusia County and with the Department of State; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2025-O-3085**
APPLICANT: **Brian Walker**
PLANNER:

INTRODUCTION:

A request to annex 1.028 acres on the west side of Nova Road approximately 475 feet south of Golf Avenue (See Property Map) and more specifically known as 1152 S Nova Road. This application is companion to a comprehensive plan amendment (CPA-2025-01) and a rezone.

BACKGROUND:

The parcel is developed with a 1,796 square foot structure and is currently used for trailer sales. The applicant has submitted a petition for annexation and proposes to sell RVs at the site.

DISCUSSION:

Florida Statutes Section 171.044 presents the requirements for voluntary annexation. The subject property is contiguous to the current city limits on two sides, and the annexation will result in a city limit that is reasonably compact. Therefore, the request meets the statutory requirements.

This request is a companion to a request for a comprehensive plan amendment and rezone. The proposed comprehensive plan map amendment will request General Commercial which is consistent with the abutting land uses as well as that of other land uses along Nova Road. The proposed zoning is CC-1 (Commercial Corridor) and is also consistent with the zoning of abutting properties.

FINANCIAL IMPACTS:

No financial impacts are expected other than a minor increase in taxable value.

RECOMMENDATION:

Recommend the City Commission annex 1.028 acres on the west side of Nova Road approximately 475 feet south of Golf Avenue and more specifically known as 1152 S Nova Road.

ATTACHMENTS:

- Attachment A - Legal Description (PDF)
- Attachment B - Property Map (PDF)
- PA Info Card(PDF)
- F.S. 171 (PDF)
- Request to Annex - 1152 S Nova rd(PDF)

Ordinance No. 2025-3085

FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ANNEXING BY VOLUNTARY PETITION APPROXIMATELY 1.028 ACRES IDENTIFIED AS PARCEL NUMBER 4242-04-21-0140 CONTIGUOUS TO THE CITY OF HOLLY HILL; REDEFINING BOUNDARIES OF THE CITY OF HOLLY HILL TO INCLUDE SAID PROPERTY AND THE ADJACENT RIGHT-OF-WAY OF NOVA ROAD; DIRECTING THE CITY CLERK TO FILE THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF VOLUSIA COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA ANNEXING BY VOLUNTARY PETITION APPROXIMATELY 1.028 ACRES IDENTIFIED AS PARCEL NUMBER 4242-04-21-0140 CONTIGUOUS TO THE CITY OF HOLLY HILL; REDEFINING BOUNDARIES OF THE CITY OF HOLLY HILL TO INCLUDE SAID PROPERTY AND THE ADJACENT RIGHT-OF-WAY OF NOVA ROAD; DIRECTING THE CITY CLERK TO FILE THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF VOLUSIA COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Robert Kennedy is the owner of the real property described herein; and

WHEREAS, Robert Kennedy, pursuant to Florida Statue 171.044, has filed a petition for voluntary annexation of said property as described in **Attachment A** into the municipal limits of the City of Holly Hill; and

WHEREAS, the City Commission of the City of Holly Hill, has determined that

all of the property which is proposed to be annexed into the City of Holly Hill is within an unincorporated area of Volusia County, is contiguous to the City of Holly Hill, and is reasonably compact; and

WHEREAS, **Attachment A** is the legal description of the property which is proposed to be annexed into the City of Holly Hill; and

WHEREAS, the map attached hereto as **Attachment B** shows the property, which is proposed to be annexed into the City of Holly Hill.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City Commission of the City of Holly Hill, based upon the above findings, hereby annexes into the City of Holly Hill by voluntary petition the following described property:

(Tax Parcel Number 4242-04-21-0140 and the adjacent right-of-way of Nova Road)

LEGAL DESCRIPTION: See Attached **Exhibit A**.

SECTION 2. The City of Holly Hill city boundary is hereby amended to incorporate the above described property.

SECTION 3. That within seven (7) days of the adoption of this Ordinance, the City Clerk shall file a copy of said Ordinance with the Clerk of the Court, with the Chief Administrative Officer of Volusia County, and with the Department of State.

SECTION 4. That upon approval on first reading, the City Clerk is hereby directed to publish the Notice of Annexation required by Section 171.044(2), Florida Statues, at

least once each week for two (2) consecutive weeks in a newspaper of general circulation in the City of Holly Hill.

SECTION 5. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 6. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 7. That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of APRIL, 2025 for first reading.

ATTACHMENT A

LEGAL DESCRIPTION

ATTACHMENT B

PROPERTY MAP

A bounds description for Volusia County Parcel No. 424204210140 as recorded at Volusia County Official Records Book 8560 pp 2208-2210 for the purposes of annexation into the City of Holly Hill, Florida.

A Portion of Lot 14, Block 21, Mary Fleming's Subdivision of the Thomas Fitch Grant being described as follows: Beginning at the intersection of the westerly right of way of South Nova Road an existing 100 feet wide right of way, with the northerly line of Volusia County Parcel No. 424204210140 as recorded at Volusia County Official Records Book 8560, pages 2208-2210: thence westerly along the northerly line of said Volusia County Parcel No. 414104210140 to an intersection with an easterly line of Volusia County Parcel No. 424204210135 as recorded at Volusia County Official Records Book 6049, page 3899 and 3900; thence southerly along the easterly lines of Volusia County Parcel No. 424204210135 and Volusia County Parcel No. 424204210147 as recorded at Volusia County Official Records Book 2742, page 116 to the southwesterly corner of aforesaid Volusia County Parcel No. 424204210140 and the northwesterly corner of Volusia County Parcel No. 424204210213 as recorded at Volusia County Official Records Book 2433, page 1583; thence easterly along the southerly line of the aforesaid Volusia County Parcel No. 424204210140 and the northerly line of Volusia County Parcel No. 424204210213 to an intersection with the westerly right of way of South Nova Road: thence northerly along said westerly right of way to the northeasterly corner of said Volusia County Parcel No. 424204210140 and the Point of Beginning.

Description prepared by:

Michael M. Myer, PSM LS4006

Myer Land Surveying, Inc.
316 Ridgewood Avenue
Holly Hill, FL 32117
Licensed Business 6877

Attachment: Attachment A - Legal Description (2025-O-3085 : 1152 S Nova Road - Annexation)

LOCATION MAP

1152 S NOVA ROAD

Attachment: Attachment B - Property Map (2025-O-3085 : 1152 S Nova Road - Annexation)

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3168488 **Parcel ID: 424204210140**
KENNEDY ROBERT HALE **1152 S NOVA RD, ORMOND BEACH, FL**

Parcel Summary

Alternate Key:	3168488
Parcel ID:	424204210140
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	04 - 21 - 0140
Owner(s):	KENNEDY ROBERT HALE - JT - Joint Tenancy with Right of Surviv
	KENNEDY MARK LEO - JT - Joint Tenancy with Right of Survivorsh
Mailing Address On File:	1992 N NOVA RD
	HOLLY HILL FL 32117 1442
Physical Address:	1152 S NOVA RD, ORMOND BEACH 32174
Property Use:	2700 - AUTO SALES
Tax District:	200-UNINCORPORATED - NORTHEAST
2024 Final Millage Rate:	17.5839
Neighborhood:	7250
Subdivision Name:	
Homestead Property:	No

Attachment: PA Info Card (2025-O-3085 : 1152 S Nova Road - Annexation)

Select Year: 2019 Go

The 2019 Florida Statutes

Title XII
MUNICIPALITIES

Chapter 171
LOCAL GOVERNMENT BOUNDARIES

View Entire Chapter

CHAPTER 171
LOCAL GOVERNMENT BOUNDARIES

PART I
MUNICIPAL ANNEXATION OR CONTRACTION
(ss. 171.011-171.094)

PART II
INTERLOCAL SERVICE BOUNDARY AGREEMENTS
(ss. 171.20-171.212)

PART I
MUNICIPAL ANNEXATION OR CONTRACTION

171.011 Short title.
171.021 Purpose.
171.022 Preemption; effect on special laws.
171.031 Definitions.
171.0413 Annexation procedures.
171.042 Prerequisites to annexation.
171.043 Character of the area to be annexed.
171.044 Voluntary annexation.
171.045 Annexation limited to a single county.
171.046 Annexation of enclaves.
171.051 Contraction procedures.
171.052 Criteria for contraction of municipal boundaries.
171.061 Apportionment of debts and taxes in annexations or contractions.
171.062 Effects of annexations or contractions.
171.071 Effect in Miami-Dade County.
171.081 Appeal on annexation or contraction.
171.091 Recording.
171.093 Municipal annexation within independent special districts.
171.094 Effect of interlocal service boundary agreements adopted under part II on annexations under this part.

Attachment: F.S. 171 (2025-O-3085 : 1152 S Nova Road - Annexation)

171.011 Short title.—This chapter shall be known and may be cited as the "Municipal Annexation or Contraction Act."

History.—s. 1, ch. 74-190.

171.021 Purpose.—The purposes of this act are to set forth procedures for adjusting the boundaries of municipalities through annexations or contractions of corporate limits and to set forth criteria for determining when annexations or contractions may take place so as to:

(1) Ensure sound urban development and accommodation to growth.

(2) Establish uniform legislative standards throughout the state for the adjustment of municipal boundaries.

(3) Ensure the efficient provision of urban services to areas that become urban in character.

(4) Ensure that areas are not annexed unless municipal services can be provided to those areas.

History.—s. 1, ch. 74-190.

171.022 Preemption; effect on special laws.—

(1) It is further the purpose of this act to provide viable and usable general law standards and procedures for adjusting the boundaries of municipalities in this state.

(2) The provisions of any special act or municipal charter relating to the adjusting of municipal boundaries in effect on October 1, 1974, are repealed except as otherwise provided herein.

History.—s. 1, ch. 74-190.

171.031 Definitions.—As used in this chapter, the following words and terms have the following meanings unless some other meaning is plainly indicated:

(1) "Annexation" means the adding of real property to the boundaries of an incorporated municipality, such addition making such real property in every way a part of the municipality.

(2) "Contraction" means the reversion of real property within municipal boundaries to an unincorporated status.

(3) "Municipality" means a municipality created pursuant to general or special law authorized or recognized pursuant to s. 2 or s. 6, Art. VIII of the State Constitution.

(4) "Newspaper of general circulation" means a newspaper printed in the language most commonly spoken in the area within which it circulates, which is readily available for purchase by all inhabitants in its area of circulation, but does not include a newspaper intended primarily for members of a particular professional or occupational group, a newspaper whose primary function is to carry legal notices, or a newspaper that is given away primarily to distribute advertising.

(5) "Parties affected" means any persons or firms owning property in, or residing in, either a municipality proposing annexation or contraction or owning property that is proposed for annexation to a municipality or any governmental unit with jurisdiction over such area.

(6) "Qualified voter" means any person registered to vote in accordance with law.

(7) "Sufficiency of petition" means the verification of the signatures and addresses of all signers of a petition with the voting list maintained by the county supervisor of elections and certification that the number of valid signatures represents the required percentage of the total number of qualified voters in the area affected by a proposed annexation.

(8) "Urban in character" means an area used intensively for residential, urban recreational or conservation parklands, commercial, industrial, institutional, or governmental purposes or an area undergoing development for any of these purposes.

(9) "Urban services" means any services offered by a municipality, either directly or by contract, to any of its present residents.

Attachment: F.S. 171 (2025-O-3085 : 1152 S Nova Road - Annexation)

(10) "Urban purposes" means that land is used intensively for residential, commercial, industrial, institutional, and governmental purposes, including any parcels of land retained in their natural state or kept free of development as dedicated greenbelt areas.

(11) "Contiguous" means that a substantial part of a boundary of the territory sought to be annexed by a municipality is coterminous with a part of the boundary of the municipality. The separation of the territory sought to be annexed from the annexing municipality by a publicly owned county park; a right-of-way for a highway, road, railroad, canal, or utility; or a body of water, watercourse, or other minor geographical division of a similar nature, running parallel with and between the territory sought to be annexed and the annexing municipality, shall not prevent annexation under this act, provided the presence of such a division does not, as a practical matter, prevent the territory sought to be annexed and the annexing municipality from becoming a unified whole with respect to municipal services or prevent their inhabitants from fully associating and trading with each other, socially and economically. However, nothing herein shall be construed to allow local rights-of-way, utility easements, railroad rights-of-way, or like entities to be annexed in a corridor fashion to gain contiguity; and when any provision or provisions of special law or laws prohibit the annexation of territory that is separated from the annexing municipality by a body of water or watercourse, then that law shall prevent annexation under this act.

(12) "Compactness" means concentration of a piece of property in a single area and precludes any action which would create enclaves, pockets, or finger areas in serpentine patterns. Any annexation proceeding in any county in the state shall be designed in such a manner as to ensure that the area will be reasonably compact.

(13) "Enclave" means:

(a) Any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality; or

(b) Any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.

History.—s. 1, ch. 74-190; s. 1, ch. 75-297; s. 75, ch. 81-259; s. 1, ch. 84-148; s. 15, ch. 93-206.

171.0413 Annexation procedures.—Any municipality may annex contiguous, compact, unincorporated territory in the following manner:

(1) An ordinance proposing to annex an area of contiguous, compact, unincorporated territory shall be adopted by the governing body of the annexing municipality pursuant to the procedure for the adoption of a nonemergency ordinance established by s. 166.041. Prior to the adoption of the ordinance of annexation, the local governing body shall hold at least two advertised public hearings. The first public hearing shall be on a weekday at least 7 days after the day that the first advertisement is published. The second public hearing shall be held on a weekday at least 5 days after the day that the second advertisement is published. Each such ordinance shall propose only one reasonably compact area to be annexed. However, prior to the ordinance of annexation becoming effective, a referendum on annexation shall be held as set out below, and, if approved by the referendum, the ordinance shall become effective 10 days after the referendum or as otherwise provided in the ordinance, but not more than 1 year following the date of the referendum.

(2) Following the final adoption of the ordinance of annexation by the governing body of the annexing municipality, the ordinance shall be submitted to a vote of the registered electors of the area proposed to be annexed. The governing body of the annexing municipality may also choose to submit the ordinance of annexation to a separate vote of the registered electors of the annexing municipality. The

Attachment: F.S. 171 (2025-O-3085 : 1152 S Nova Road - Annexation)

referendum on annexation shall be called and conducted and the expense thereof paid by the governing body of the annexing municipality.

(a) The referendum on annexation shall be held at the next regularly scheduled election following the final adoption of the ordinance of annexation by the governing body of the annexing municipality or at a special election called for the purpose of holding the referendum. However, the referendum, whether held at a regularly scheduled election or at a special election, shall not be held sooner than 30 days following the final adoption of the ordinance by the governing body of the annexing municipality.

(b) The governing body of the annexing municipality shall publish notice of the referendum on annexation at least once each week for 2 consecutive weeks immediately preceding the date of the referendum in a newspaper of general circulation in the area in which the referendum is to be held. The notice shall give the ordinance number, the time and places for the referendum, and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the office of the city clerk.

(c) On the day of the referendum on annexation there shall be prominently displayed at each polling place a copy of the ordinance of annexation and a description of the property proposed to be annexed. The description shall be by metes and bounds and shall include a map clearly showing such area.

(d) Ballots or mechanical voting devices used in the referendum on annexation shall offer the choice "For annexation of property described in ordinance number of the City of " and "Against annexation of property described in ordinance number of the City of " in that order.

(e) If the referendum is held only in the area proposed to be annexed and receives a majority vote, or if the ordinance is submitted to a separate vote of the registered electors of the annexing municipality and the area proposed to be annexed and there is a separate majority vote for annexation in the annexing municipality and in the area proposed to be annexed, the ordinance of annexation shall become effective on the effective date specified therein. If there is any majority vote against annexation, the ordinance shall not become effective, and the area proposed to be annexed shall not be the subject of an annexation ordinance by the annexing municipality for a period of 2 years from the date of the referendum on annexation.

(3) Any parcel of land which is owned by one individual, corporation, or legal entity, or owned collectively by one or more individuals, corporations, or legal entities, proposed to be annexed under the provisions of this act shall not be severed, separated, divided, or partitioned by the provisions of said ordinance, but shall, if intended to be annexed, or if annexed, under the provisions of this act, be annexed in its entirety and as a whole. However, nothing herein contained shall be construed as affecting the validity or enforceability of any ordinance declaring an intention to annex land under the existing law that has been enacted by a municipality prior to July 1, 1975. The owner of such property may waive the requirements of this subsection if such owner does not desire all of the tract or parcel included in said annexation.

(4) Except as otherwise provided in this law, the annexation procedure as set forth in this section shall constitute a uniform method for the adoption of an ordinance of annexation by the governing body of any municipality in this state, and all existing provisions of special laws which establish municipal annexation procedures are repealed hereby; except that any provision or provisions of special law or laws which prohibit annexation of territory that is separated from the annexing municipality by a body of water or watercourse shall not be repealed.

(5) If more than 70 percent of the land in an area proposed to be annexed is owned by individuals, corporations, or legal entities which are not registered electors of such area, such area shall not be

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annexed unless the owners of more than 50 percent of the land in such area consent to such annexation. Such consent shall be obtained by the parties proposing the annexation prior to the referendum to be held on the annexation.

(6) Notwithstanding subsections (1) and (2), if the area proposed to be annexed does not have any registered electors on the date the ordinance is finally adopted, a vote of electors of the area proposed to be annexed is not required. In addition to the requirements of subsection (5), the area may not be annexed unless the owners of more than 50 percent of the parcels of land in the area proposed to be annexed consent to the annexation. If the governing body does not choose to hold a referendum of the annexing municipality pursuant to subsection (2), then the property owner consents required pursuant to subsection (5) shall be obtained by the parties proposing the annexation prior to the final adoption of the ordinance, and the annexation ordinance shall be effective upon becoming a law or as otherwise provided in the ordinance.

History.—s. 2, ch. 75-297; s. 1, ch. 76-176; s. 44, ch. 77-104; s. 1, ch. 80-350; s. 76, ch. 81-259; s. 1, ch. 86-113; s. 15, ch. 90-279; s. 16, ch. 93-206; s. 1, ch. 93-243; s. 1, ch. 94-196; s. 1448, ch. 95-147; s. 12, ch. 99-378.

171.042 Prerequisites to annexation.—

(1) Prior to commencing the annexation procedures under s. 171.0413, the governing body of the municipality shall prepare a report setting forth the plans to provide urban services to any area to be annexed, and the report shall include the following:

(a) A map or maps of the municipality and adjacent territory showing the present and proposed municipal boundaries, the present major trunk water mains and sewer interceptors and outfalls, the proposed extensions of such mains and outfalls, as required in paragraph (c), and the general land use pattern in the area to be annexed.

(b) A statement certifying that the area to be annexed meets the criteria in s. 171.043.

(c) A statement setting forth the plans of the municipality for extending to the area to be annexed each major municipal service performed within the municipality at the time of annexation. Specifically, such plans shall:

1. Provide for extending urban services except as otherwise provided herein to the area to be annexed on the date of annexation on substantially the same basis and in the same manner as such services are provided within the rest of the municipality prior to annexation.

2. Provide for the extension of existing municipal water and sewer services into the area to be annexed so that, when such services are provided, property owners in the area to be annexed will be able to secure public water and sewer service according to the policies in effect in such municipality for extending water and sewer lines to individual lots or subdivisions.

3. If extension of major trunk water mains and sewer mains into the area to be annexed is necessary, set forth a proposed timetable for construction of such mains as soon as possible following the effective date of annexation.

4. Set forth the method under which the municipality plans to finance extension of services into the area to be annexed.

(2) Not fewer than 15 days prior to commencing the annexation procedures under s. 171.0413, the governing body of the municipality shall file a copy of the report required by this section with the board of county commissioners of the county wherein the municipality is located. Failure to timely file the report as required in this subsection may be the basis for a cause of action invalidating the annexation.

(3) The governing body of the municipality shall, not less than 10 days prior to the date set for the first public hearing required by s. 171.0413(1), mail a written notice to each person who resides or owns property within the area proposed to be annexed. The notice must describe the annexation proposal,

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the time and place for each public hearing to be held regarding the annexation, and the place or places within the municipality where the proposed ordinance may be inspected by the public. A copy of the notice must be kept available for public inspection during the regular business hours of the office of the clerk of the governing body.

History.—s. 1, ch. 74-190; s. 3, ch. 75-297; s. 1, ch. 78-19; s. 13, ch. 81-167; s. 13, ch. 83-55; s. 5, ch. 84-241; s. 2, ch. 2006-218.

171.043 Character of the area to be annexed.—A municipal governing body may propose to annex an area only if it meets the general standards of subsection (1) and the requirements of either subsection (2) or subsection (3).

(1) The total area to be annexed must be contiguous to the municipality's boundaries at the time the annexation proceeding is begun and reasonably compact, and no part of the area shall be included within the boundary of another incorporated municipality.

(2) Part or all of the area to be annexed must be developed for urban purposes. An area developed for urban purposes is defined as any area which meets any one of the following standards:

(a) It has a total resident population equal to at least two persons for each acre of land included within its boundaries;

(b) It has a total resident population equal to at least one person for each acre of land included within its boundaries and is subdivided into lots and tracts so that at least 60 percent of the total number of lots and tracts are 1 acre or less in size; or

(c) It is so developed that at least 60 percent of the total number of lots and tracts in the area at the time of annexation are used for urban purposes, and it is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.

(3) In addition to the area developed for urban purposes, a municipal governing body may include in the area to be annexed any area which does not meet the requirements of subsection (2) if such area either:

(a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area; or

(b) Is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2).

The purpose of this subsection is to permit municipal governing bodies to extend corporate limits to include all nearby areas developed for urban purposes and, where necessary, to include areas which at the time of annexation are not yet developed for urban purposes whose future probable use is urban and which constitute necessary land connections between the municipality and areas developed for urban purposes or between two or more areas developed for urban purposes.

History.—s. 1, ch. 74-190; s. 2, ch. 76-176.

171.044 Voluntary annexation.—

(1) The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.

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(2) Upon determination by the governing body of the municipality that the petition bears the signatures of all owners of property in the area proposed to be annexed, the governing body may, at any regular meeting, adopt a nonemergency ordinance to annex said property and redefine the boundary lines of the municipality to include said property. Said ordinance shall be passed after notice of the annexation has been published at least once each week for 2 consecutive weeks in some newspaper in such city or town or, if no newspaper is published in said city or town, then in a newspaper published in the same county; and if no newspaper is published in said county, then at least three printed copies of said notice shall be posted for 4 consecutive weeks at some conspicuous place in said city or town. The notice shall give the ordinance number and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the office of the city clerk.

(3) An ordinance adopted under this section shall be filed with the clerk of the circuit court and the chief administrative officer of the county in which the municipality is located and with the Department of State within 7 days after the adoption of such ordinance. The ordinance must include a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds.

(4) The method of annexation provided by this section shall be supplemental to any other procedure provided by general or special law, except that this section shall not apply to municipalities in counties with charters which provide for an exclusive method of municipal annexation.

(5) Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.

(6) Not fewer than 10 days prior to publishing or posting the ordinance notice required under subsection (2), the governing body of the municipality must provide a copy of the notice, via certified mail, to the board of the county commissioners of the county wherein the municipality is located. The notice provision provided in this subsection may be the basis for a cause of action invalidating the annexation.

History.—s. 1, ch. 74-190; ss. 4, 5, ch. 75-297; s. 3, ch. 76-176; s. 2, ch. 86-113; s. 1, ch. 90-171; s. 16, ch. 90-279; s. 16, ch. 98-176; s. 3, ch. 2006-218.

171.045 Annexation limited to a single county.—In order for an annexation proceeding to be valid for the purposes of this chapter, the annexation must take place within the boundaries of a single county.

History.—s. 2, ch. 74-190.

171.046 Annexation of enclaves.—

(1) The Legislature recognizes that enclaves can create significant problems in planning, growth management, and service delivery, and therefore declares that it is the policy of the state to eliminate enclaves.

(2) In order to expedite the annexation of enclaves of 110 acres or less into the most appropriate incorporated jurisdiction, based upon existing or proposed service provision arrangements, a municipality may:

(a) Annex an enclave by interlocal agreement with the county having jurisdiction of the enclave; or

(b) Annex an enclave with fewer than 25 registered voters by municipal ordinance when the annexation is approved in a referendum by at least 60 percent of the registered voters who reside in the enclave.

(3) This section does not apply to undeveloped or unimproved real property.

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History.—s. 18, ch. 93-206; s. 5, ch. 2016-148.

171.051 Contraction procedures.—Any municipality may initiate the contraction of municipal boundaries in the following manner:

(1) The governing body shall by ordinance propose the contraction of municipal boundaries, as described in the ordinance, and provide an effective date for the contraction.

(2) A petition of 15 percent of the qualified voters in an area desiring to be excluded from the municipal boundaries, filed with the clerk of the municipal governing body, may propose such an ordinance. The municipality to which such petition is directed shall immediately undertake a study of the feasibility of such proposal and shall, within 6 months, either initiate proceedings under subsection (1) or reject the petition, specifically stating the facts upon which the rejection is based.

(3) After introduction, the contraction ordinance shall be noticed at least once per week for 2 consecutive weeks in a newspaper of general circulation in the municipality, such notice to describe the area to be excluded. Such description shall include a statement of findings to show that the area to be excluded fails to meet the criteria of s. 171.043, set the time and place of the meeting at which the ordinance will be considered, and advise that all parties affected may be heard.

(4) If, at the meeting held for such purpose, a petition is filed and signed by at least 15 percent of the qualified voters resident in the area proposed for contraction requesting a referendum on the question, the governing body shall, upon verification, paid for by the municipality, of the sufficiency of the petition, and before passing such ordinance, submit the question of contraction to a vote of the qualified voters of the area proposed for contraction, or the governing body may vote not to contract the municipal boundaries.

(5) The governing body may also call for a referendum on the question of contraction on its own volition and in the absence of a petition requesting a referendum.

(6) The referendum, if required, shall be held at the next regularly scheduled election, or, if approved by a majority of the municipal governing body, at a special election held prior to such election, but no sooner than 30 days after verification of the petition or passage of the resolution or ordinance calling for the referendum.

(7) The municipal governing body shall establish the date of election and publish notice of the referendum election at least once a week for the 2 consecutive weeks immediately prior to the election in a newspaper of general circulation in the area proposed to be excluded or in the municipality. Such notice shall give the time and places for the election and a general description of the area to be excluded, which shall be in the form of a map clearly showing the area proposed to be excluded.

(8) Ballots or mechanical voting devices shall offer the choices “For deannexation” and “Against deannexation,” in that order.

(9) A majority vote “For deannexation” shall cause the area proposed for exclusion to be so excluded upon the effective date set in the contraction ordinance.

(10) A majority vote “Against deannexation” shall prevent any part of the area proposed for exclusion from being the subject of a contraction ordinance for a period of 2 years from the date of the referendum election.

History.—s. 1, ch. 74-190; s. 17, ch. 90-279.

171.052 Criteria for contraction of municipal boundaries.—

(1) Only those areas which do not meet the criteria for annexation in s. 171.043 may be proposed for exclusion by municipal governing bodies. If the area proposed to be excluded does not meet the criteria

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of s. 171.043, but such exclusion would result in a portion of the municipality becoming noncontiguous with the rest of the municipality, then such exclusion shall not be allowed.

(2) The ordinance shall make provision for apportionment of any prior existing debt and property.

History.—s. 1, ch. 74-190.

171.061 Apportionment of debts and taxes in annexations or contractions.—

(1) The area annexed to a municipality shall be subject to the taxes and debts of the municipality upon the effective date of the annexation. However, the annexed area shall not be subject to municipal ad valorem taxation for the current year if the effective date of the annexation falls after the municipal governing body levies such tax.

(2) The municipal governing body, in the event of exclusion of territory, shall reach agreement with the county governing body to determine what portion, if any, of the existing indebtedness or property of the municipality shall be assumed by the county of which the excluded territory will become a part, the fair value of such indebtedness or property, and the manner of transfer and financing.

History.—s. 1, ch. 74-190.

171.062 Effects of annexations or contractions.—

(1) An area annexed to a municipality shall be subject to all laws, ordinances, and regulations in force in that municipality and shall be entitled to the same privileges and benefits as other parts of that municipality upon the effective date of the annexation.

(2) If the area annexed was subject to a county land use plan and county zoning or subdivision regulations, these regulations remain in full force and effect until the municipality adopts a comprehensive plan amendment that includes the annexed area.

(3) An area excluded from a municipality shall no longer be subject to any laws, ordinances, or regulations in force in the municipality from which it was excluded and shall no longer be entitled to the privileges and benefits accruing to the area within the municipal boundaries upon the effective date of the exclusion. It shall be subject to all laws, ordinances, and regulations in force in that county.

(4)(a) A party that has an exclusive franchise which was in effect for at least 6 months prior to the initiation of an annexation to provide solid waste collection services in an unincorporated area may continue to provide such services to an annexed area for 5 years or the remainder of the franchise term, whichever is shorter, if:

1. The franchisee provides, if the annexing municipality requires, a level of quality and frequency of service which is equivalent to that required by the municipality in other areas of the municipality not served by the franchisee, and

2. The franchisee provides such service to the annexed area at a reasonable cost. The cost must include the following as related to providing services to the annexed area:

a. Capital costs for land, structures, vehicles, equipment, and other items used for solid waste management;

b. Operating and maintenance costs for solid waste management;

c. Costs to comply with applicable statutes, rules, permit conditions, and insurance requirements;

d. Disposal costs; and

e. A reasonable profit.

If the municipality and the franchisee cannot enter into an agreement as to such cost, they shall submit the matter of cost to arbitration.

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(b) A municipality, at its option, may allow the franchisee to continue providing services pursuant to the existing franchise agreement.

(c) A municipality may terminate any franchise if the franchisee does not agree to comply with the requirements of paragraph (a) within 90 days after the effective date of the proposed annexation.

(5) A party that has a contract that was in effect for at least 6 months prior to the initiation of an annexation to provide solid waste collection services in an unincorporated area may continue to provide such services to an annexed area for 5 years or the remainder of the contract term, whichever is shorter. Within a reasonable time following a written request to do so, the party shall provide the annexing municipality with a copy of the pertinent portion of the contract or other written evidence showing the duration of the contract, excluding any automatic renewals or so-called "evergreen" provisions. This subsection does not apply to contracts to provide solid waste collection services to single-family residential properties in those enclaves described in s. 171.046.

History.—s. 1, ch. 74-190; s. 22, ch. 85-55; s. 1, ch. 88-92; s. 17, ch. 93-206; s. 2, ch. 93-243; s. 2, ch. 2000-304.

171.071 Effect in Miami-Dade County.—Municipalities within the boundaries of Miami-Dade County shall adopt annexation or contraction ordinances pursuant to methods established by the home rule charter established pursuant to s. 6(e), Art. VIII of the State Constitution.

History.—s. 1, ch. 74-190; s. 31, ch. 2008-4.

171.081 Appeal on annexation or contraction.—

(1) Any party affected who believes that he or she will suffer material injury by reason of the failure of the municipal governing body to comply with the procedures set forth in this chapter for annexation or contraction or to meet the requirements established for annexation or contraction as they apply to his or her property may file a petition in the circuit court for the county in which the municipality or municipalities are located seeking review by certiorari. The action may be initiated at the party's option within 30 days following the passage of the annexation or contraction ordinance or within 30 days following the completion of the dispute resolution process in subsection (2). In any action instituted pursuant to this subsection, the complainant, should he or she prevail, shall be entitled to reasonable costs and attorney's fees.

(2) If the affected party is a governmental entity, no later than 30 days following the passage of an annexation or contraction ordinance, the governmental entity must initiate and proceed through the conflict resolution procedures established in chapter 164. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the procedures established in chapter 164, the governmental entity that initiated the conflict resolution procedures may file a petition in the circuit court for the county in which the municipality or municipalities are located seeking review by certiorari. In any legal action instituted pursuant to this subsection, the prevailing party is entitled to reasonable costs and attorney's fees.

History.—s. 1, ch. 74-190; s. 3, ch. 78-95; s. 916, ch. 95-147; s. 5, ch. 2006-218.

171.091 Recording.—Any change in the municipal boundaries through annexation or contraction shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within 30 days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

History.—s. 1, ch. 74-190; s. 10, ch. 2009-96; s. 9, ch. 2011-14.

171.093 Municipal annexation within independent special districts.—

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(1) The purpose of this section is to provide an orderly transition of special district service responsibilities in an annexed area from an independent special district which levies ad valorem taxes to a municipality following the municipality's annexation of property located within the jurisdictional boundaries of an independent special district, if the municipality elects to assume such responsibilities.

(2) The municipality may make such an election by adopting a resolution evidencing the election and forwarding the resolution to the office of the special district and the property appraiser and tax collector of the county in which the annexed property is located. In addition, the municipality may incorporate its election into the annexation ordinance.

(3) Upon a municipality's election to assume the district's responsibilities, the municipality and the district may enter into an interlocal agreement addressing the orderly transfer of service responsibilities, real assets, equipment, and personnel to the municipality. The agreement shall address allocation of responsibility for special district services, avoidance of double taxation of property owners for such services in the area of overlapping jurisdiction, prevention of loss of any district revenues which may be detrimental to the continued operations of the independent district, avoidance of impairment of existing district contracts, disposition of property and equipment of the independent district and any assumption of indebtedness for it, the status and employee rights of any adversely affected employees of the independent district, and any other matter reasonably related to the transfer of responsibilities.

(4)(a) If the municipality and the district are unable to enter into an interlocal agreement pursuant to subsection (3), the municipality shall so advise the district and the property appraiser and tax collector of the county in which the annexed property is located and, effective October 1 of the calendar year immediately following the calendar year in which the municipality declares its intent to assume service responsibilities in the annexed area, the district shall remain the service provider in the annexed area for a period of 4 years. During the 4-year period, the municipality shall pay the district an amount equal to the ad valorem taxes or assessments that would have been collected had the property remained in the district.

(b) By the end of the 4-year period, or any extension mutually agreed upon by the district and the municipality, the municipality and the district shall enter into an agreement that identifies the existing district property located in the municipality or primarily serving the municipality that will be assumed by the municipality, the fair market value of such property, and the manner of transfer of such property and any associated indebtedness. If the municipality and district are unable to agree to an equitable distribution of the district's property and indebtedness, the matter shall proceed to circuit court. In equitably distributing the district's property and associated indebtedness, the taxes and other revenues paid the district by or on behalf of the residents of the annexed area shall be taken into consideration.

(c) During the 4-year period, or during any mutually agreed upon extension, district service and capital expenditures within the annexed area shall continue to be rationally related to the annexed area's service needs. Service and capital expenditures within the annexed area shall also continue to be rationally related to the percentage of district revenue received on behalf of the residents of the annexed area when compared to the district's total revenue. A capital expenditure greater than $25,000 shall not be made by the district for use primarily within the annexed area without the express consent of the municipality.

(5) If the municipality elects not to assume the district's responsibilities, the district shall remain the service provider in the annexed area, the geographical boundaries of the district shall continue to include the annexed area, and the district may continue to levy ad valorem taxes and assessments on the real property located within the annexed area. If the municipality elects to assume the district's

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responsibilities in accordance with subsection (3), the district's boundaries shall contract to exclude the annexed area at the time and in the manner provided in the agreement.

(6) If the municipality elects to assume the district's responsibilities and the municipality and the district are unable to enter into an interlocal agreement, and the district continues to remain the service provider in the annexed area in accordance with subsection (4), the geographical boundaries of the district shall contract to exclude the annexed area on the effective date of the beginning of the 4-year period provided for in subsection (4). Nothing in this section precludes the contraction of the boundary of any independent special district by special act of the Legislature. The district shall not levy ad valorem taxes or assessments on the annexed property in the calendar year in which its boundaries contract and subsequent years, but it may continue to collect and use all ad valorem taxes and assessments levied in prior years. Nothing in this section prohibits the district from assessing user charges and impact fees within the annexed area while it remains the service provider.

(7) In addition to any other authority provided by law, a municipality is authorized to levy assessments on property located in an annexed area to offset all or a portion of the costs incurred by the municipality in assuming district responsibilities pursuant to this section. Such assessments may be collected pursuant to and in accordance with applicable law.

(8) This section does not apply to districts created pursuant to chapter 190 or chapter 373.

History.—s. 8, ch. 2000-304; s. 29, ch. 2001-60.

171.094 Effect of interlocal service boundary agreements adopted under part II on annexations under this part.—

(1) An interlocal service boundary agreement entered into pursuant to part II is binding on the parties to the agreement, and a party may not take any action that violates the interlocal service boundary agreement.

(2) Notwithstanding any other provision of this part, without the consent of the county, the affected municipality, or affected independent special district by resolution, a county, an invited municipality, or independent special district may not take any action that violates an interlocal service boundary agreement.

History.—s. 4, ch. 2006-218.

PART II
INTERLOCAL SERVICE BOUNDARY AGREEMENTS

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171.212 Disputes regarding construction and effect of an interlocal service boundary agreement.

171.20 Short title.—This part may be cited as the "Interlocal Service Boundary Agreement Act."
History.—s. 1, ch. 2006-218.

171.201 Legislative intent.—The Legislature intends to provide an alternative to part I of this chapter for local governments regarding the annexation of territory into a municipality and the subtraction of territory from the unincorporated area of the county. The principal goal of this part is to encourage local governments to jointly determine how to provide services to residents and property in the most efficient and effective manner while balancing the needs and desires of the community. This part is intended to establish a more flexible process for adjusting municipal boundaries and to address a wider range of the effects of annexation. This part is intended to encourage intergovernmental coordination in planning, service delivery, and boundary adjustments and to reduce intergovernmental conflicts and litigation between local governments. It is the intent of this part to promote sensible boundaries that reduce the costs of local governments, avoid duplicating local services, and increase political transparency and accountability. This part is intended to prevent inefficient service delivery and an insufficient tax base to support the delivery of those services.
History.—s. 1, ch. 2006-218.

171.202 Definitions.—As used in this part, the term:

(1) "Chief administrative officer" means the municipal administrator, municipal manager, county manager, county administrator, or other officer of the municipality, county, or independent special district who reports directly to the governing body of the local government.

(2) "Enclave" has the same meaning as provided in s. 171.031.

(3) "Independent special district" means an independent special district, as defined in s. 189.012, which provides fire, emergency medical, water, wastewater, or stormwater services.

(4) "Initiating county" means a county that commences the process for negotiating an interlocal service boundary agreement through the adoption of an initiating resolution.

(5) "Initiating local government" means a county, municipality, or independent special district that commences the process for negotiating an interlocal service boundary agreement through the adoption of an initiating resolution.

(6) "Initiating municipality" means a municipality that commences the process for negotiating an interlocal service boundary agreement through the adoption of an initiating resolution.

(7) "Initiating resolution" means a resolution adopted by a county, municipality, or independent special district which commences the process for negotiating an interlocal service boundary agreement and which identifies the unincorporated area and other issues for discussion.

(8) "Interlocal service boundary agreement" means an agreement adopted under this part, between a county and one or more municipalities, which may include one or more independent special districts as parties to the agreement.

(9) "Invited local government" means an invited county, municipality, or special district and any other local government designated as such in an initiating resolution or a responding resolution that invites the local government to participate in negotiating an interlocal service boundary agreement.

(10) "Invited municipality" means an initiating municipality and any other municipality designated as such in an initiating resolution or a responding resolution that invites the municipality to participate in negotiating an interlocal service boundary agreement.

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(11) "Municipal service area" means one or more of the following as designated in an interlocal service boundary agreement:

(a) An unincorporated area that has been identified in an interlocal service boundary agreement for municipal annexation by a municipality that is a party to the agreement.

(b) An unincorporated area that has been identified in an interlocal service boundary agreement to receive municipal services from a municipality that is a party to the agreement or from the municipality's designee.

(12) "Notified local government" means the county or a municipality, other than an invited municipality, that receives an initiating resolution.

(13) "Participating resolution" means the resolution adopted by the initiating local government and the invited local government.

(14) "Requesting resolution" means the resolution adopted by a municipality seeking to participate in the negotiation of an interlocal service boundary agreement.

(15) "Responding resolution" means the resolution adopted by the county or an invited municipality which responds to the initiating resolution and which may identify an additional unincorporated area or another issue for discussion, or both, and may designate an additional invited municipality or independent special district.

(16) "Unincorporated service area" means one or more of the following as designated in an interlocal service boundary agreement:

(a) An unincorporated area that has been identified in an interlocal service boundary agreement and that may not be annexed without the consent of the county.

(b) An unincorporated area or incorporated area, or both, which have been identified in an interlocal service boundary agreement to receive municipal services from a county or its designee or an independent special district.

History.—s. 1, ch. 2006-218; s. 67, ch. 2014-22.

171.203 Interlocal service boundary agreement.—The governing body of a county and one or more municipalities or independent special districts within the county may enter into an interlocal service boundary agreement under this part. The governing bodies of a county, a municipality, or an independent special district may develop a process for reaching an interlocal service boundary agreement which provides for public participation in a manner that meets or exceeds the requirements of subsection (13), or the governing bodies may use the process established in this section.

(1) A county, a municipality, or an independent special district desiring to enter into an interlocal service boundary agreement shall commence the negotiation process by adopting an initiating resolution. The initiating resolution must identify an unincorporated area or incorporated area, or both, to be discussed and the issues to be negotiated. The identified area must be specified in the initiating resolution by a descriptive exhibit that includes, but need not be limited to, a map or legal description of the designated area. The issues for negotiation must be listed in the initiating resolution and may include, but need not be limited to, the issues listed in subsection (6). An independent special district may initiate the interlocal service boundary agreement for the purposes of dissolving an independent special district or in response to a proposed annexation that would remove more than 10 percent of the taxable or assessable value of an independent special district.

(a) The initiating resolution of an initiating county must designate one or more invited municipalities. The initiating resolution of an initiating municipality may designate an invited municipality. The initiating resolution of an independent special district must designate one or more invited municipalities and invite the county.

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(b) An initiating county shall send the initiating resolution by United States certified mail to the chief administrative officer of every invited municipality and each other municipality within the county. An initiating municipality shall send the initiating resolution by United States certified mail to the chief administrative officer of the county, the invited municipality, if any, and each other municipality within the county.

(c) The initiating local government shall also send the initiating resolution to the chief administrative officer of each independent special district in the unincorporated area designated in the initiating resolution.

(2) Within 60 days after the receipt of an initiating resolution, the county or the invited municipality, as appropriate, shall adopt a responding resolution. The responding resolution may identify an additional unincorporated area or incorporated area, or both, for discussion and may designate additional issues for negotiation. The additional identified area, if any, must be specified in the responding resolution by a descriptive exhibit that includes, but need not be limited to, a map or legal description of the designated area. The additional issues designated for negotiation, if any, must be listed in the responding resolution and may include, but need not be limited to, the issues listed in subsection (6). The responding resolution may also invite an additional municipality or independent special district to negotiate the interlocal service boundary agreement.

(a) Within 7 days after the adoption of a responding resolution, the responding county shall send the responding resolution by United States certified mail to the chief administrative officer of the initiating municipality, each invited municipality, if any, and the independent special district that received an initiating resolution.

(b) Within 7 days after the adoption of a responding resolution, an invited municipality shall send the responding resolution by United States certified mail to the chief administrative officer of the initiating county, each invited municipality, if any, and each independent special district that received an initiating resolution.

(c) An invited municipality that was invited by a responding resolution shall adopt a responding resolution in accordance with paragraph (b).

(d) Within 60 days after receipt of the initiating resolution, any independent special district that received an initiating resolution and that desires to participate in the negotiations shall adopt a resolution indicating that it intends to participate in the negotiation process for the interlocal service boundary agreement. Within 7 days after the adoption of the resolution, the independent special district shall send the resolution by United States certified mail to the chief administrative officer of the county, the initiating municipality, each invited municipality, if any, and each notified local government.

(3) A municipality within the county which is not an invited municipality may request participation in the negotiations for the interlocal service boundary agreement. Such a request must be accomplished by adopting a requesting resolution within 60 days after receipt of the initiating resolution or within 10 days after receipt of the responding resolution. Within 7 days after adoption of the requesting resolution, the requesting municipality shall send the resolution by United States certified mail to the chief administrative officer of the initiating local government and each invited municipality. The county and the invited municipality shall consider whether to allow a requesting municipality to participate in the negotiations, and, if they agree, the county and the municipality shall adopt a participating resolution allowing the requesting municipality to participate in the negotiations.

(4) The county, the invited municipalities, the participating municipalities, if any, and the independent special districts, if any have adopted a resolution to participate, shall begin negotiations

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within 60 days after receipt of the responding resolution or a participating resolution, whichever occurs later.

(5) An invited municipality that fails to adopt a responding resolution shall be deemed to waive its right to participate in the negotiation process and shall be bound by an interlocal agreement resulting from such negotiation process, if any is reached.

(6) An interlocal service boundary agreement may address any issue concerning service delivery, fiscal responsibilities, or boundary adjustment. The agreement may include, but need not be limited to, provisions that:

(a) Identify a municipal service area.

(b) Identify an unincorporated service area.

(c) Identify the local government responsible for the delivery or funding of the following services within the municipal service area or the unincorporated service area:

1. Public safety.
2. Fire, emergency rescue, and medical.
3. Water and wastewater.
4. Road ownership, construction, and maintenance.
5. Conservation, parks, and recreation.
6. Stormwater management and drainage.

(d) Address other services and infrastructure not currently provided by an electric utility as defined by s. 366.02(2) or a natural gas transmission company as defined by s. 368.103(4). However, this paragraph does not affect any territorial agreement between electrical utilities or public utilities under chapter 366 or affect the determination of a territorial dispute by the Public Service Commission under s. 366.04.

(e) Establish a process and schedule for annexation of an area within the designated municipal service area consistent with s. 171.205.

(f) Establish a process for land use decisions consistent with part II of chapter 163, including those made jointly by the governing bodies of the county and the municipality, or allow a municipality to adopt land use changes consistent with part II of chapter 163 for areas that are scheduled to be annexed within the term of the interlocal agreement; however, the county comprehensive plan and land development regulations shall control until the municipality annexes the property and amends its comprehensive plan accordingly.

(g) Address other issues concerning service delivery, including the transfer of services and infrastructure and the fiscal compensation to one county, municipality, or independent special district from another county, municipality, or independent special district.

(h) Provide for the joint use of facilities and the colocation of services.

(i) Include a requirement for a report to the county of the municipality's planned service delivery, as provided in s. 171.042, or as otherwise determined by agreement.

(j) Establish a procedure by which the local government that is responsible for water and wastewater services shall, within 30 days after the annexation or subtraction of territory, apply for any modifications to permits of the water management district or the Department of Environmental Protection which are necessary to reflect changes in the entity that is responsible for managing surface water under such permits.

(7) If the interlocal service boundary agreement addresses responsibilities for land use planning under chapter 163, the agreement must also establish the procedures for preparing and adopting

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comprehensive plan amendments, administering land development regulations, and issuing development orders.

(8) In order to ensure that the health and welfare of the residents affected by annexation will be protected, all fire and emergency medical services shall be provided by the existing provider of fire and emergency medical services to the annexed area and remain part of the existing municipal service taxing unit or special district unless:

(a) The county and annexing municipality reach an agreement, through interlocal agreement or other legally sufficient means, as to who shall provide these emergency services; or

(b) A fire rescue services element exists for the respective county's comprehensive plan filed with the state and the annexing municipality meets the criteria set forth.

(9) Each local government that is a party to the interlocal service boundary agreement shall amend the intergovernmental coordination element of its comprehensive plan, as described in s. 163.3177(6)(h) 1., no later than 6 months following entry of the interlocal service boundary agreement consistent with s. 163.3177(6)(h)1.

(10) An affected person for the purpose of challenging a comprehensive plan amendment required by paragraph (6)(f) includes a person who owns real property, resides, or owns or operates a business within the boundaries of the municipal service area, and a person who owns real property abutting real property within the municipal service area that is the subject of the comprehensive plan amendment, in addition to those other affected persons who would have standing under s. 163.3184.

(11)(a) A municipality that is a party to an interlocal service boundary agreement that identifies an unincorporated area for municipal annexation under s. 171.202(11)(a) shall adopt a municipal service area as an amendment to its comprehensive plan to address future possible municipal annexation. The state land planning agency shall review the amendment for compliance with part II of chapter 163. The proposed plan amendment must contain:

1. A boundary map of the municipal service area.
2. Population projections for the area.
3. Data and analysis supporting the provision of public facilities for the area.

(b) This part does not authorize the state land planning agency to review, evaluate, determine, approve, or disapprove a municipal ordinance relating to municipal annexation or contraction.

(12) An interlocal service boundary agreement may be for a term of 20 years or less. The interlocal service boundary agreement must include a provision requiring periodic review. The interlocal service boundary agreement must require renegotiations to begin at least 18 months before its termination date.

(13) No earlier than 6 months after the commencement of negotiations, either of the initiating local governments or both, the county, or the invited municipality may declare an impasse in the negotiations and seek a resolution of the issues under ss. 164.1053-164.1057. If the local governments fail to agree at the conclusion of the process under chapter 164, the local governments shall hold a joint public hearing on the issues raised in the negotiations.

(14) When the local governments have reached an interlocal service boundary agreement, the county and the municipality shall adopt the agreement by ordinance under s. 166.041 or s. 125.66, respectively. An independent special district, if it consents to the agreement, shall adopt the agreement by final order, resolution, or other method consistent with its charter. The interlocal service boundary agreement shall take effect on the day specified in the agreement or, if there is no date, upon adoption by the county or the invited municipality, whichever occurs later. This part does not prohibit a county or municipality from adopting an interlocal service boundary agreement without the consent of an

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independent special district, unless the agreement provides for the dissolution of an independent special district or the removal of more than 10 percent of the taxable or assessable value of an independent special district.

(15) For a period of 6 months following the failure of the local governments to consent to an interlocal service boundary agreement, the initiating local government may not initiate the negotiation process established in this section to require the responding local government to negotiate an agreement concerning the same identified unincorporated area and the same issues that were specified in the failed initiating resolution.

(16) This part does not authorize one local government to require another local government to enter into an interlocal service boundary agreement. However, when the process for negotiating an interlocal service boundary agreement is initiated, the local governments shall negotiate in good faith to the conclusion of the process established in this section.

(17) This section authorizes local governments to simultaneously engage in negotiating more than one interlocal service boundary agreement, notwithstanding that separate negotiations concern similar or identical unincorporated areas and issues.

(18) Elected local government officials are encouraged to participate actively and directly in the negotiation process for developing an interlocal service boundary agreement.

(19) This part does not impair any existing franchise agreement without the consent of the franchisee, any existing territorial agreement between electric utilities or public utilities under chapter 366, or the jurisdiction of the Public Service Commission to resolve a territorial dispute involving electric utilities or public utilities in accordance with s. 366.04. In addition, an interlocal agreement entered into under this section has no effect in a proceeding before the Public Service Commission involving a territorial dispute. A municipality or county shall retain all existing authority, if any, to negotiate a franchise agreement with any private service provider for use of public rights-of-way or the privilege of providing a service.

(20) This part does not impair any existing contract without the consent of the parties.

History.—s. 1, ch. 2006-218; s. 35, ch. 2011-139.

171.204 Prerequisites to annexation under this part.—The interlocal service boundary agreement may describe the character of land that may be annexed under this part and may provide that the restrictions on the character of land that may be annexed pursuant to part I are not restrictions on land that may be annexed pursuant to this part. As determined in the interlocal service boundary agreement, any character of land may be annexed, including, but not limited to, an annexation of land not contiguous to the boundaries of the annexing municipality, an annexation that creates an enclave, or an annexation where the annexed area is not reasonably compact; however, such area must be "urban in character" as defined in s. 171.031(8). The interlocal service boundary agreement may not allow for annexation of land within a municipality that is not a party to the agreement or of land that is within another county. Before annexation of land that is not contiguous to the boundaries of the annexing municipality, an annexation that creates an enclave, or an annexation of land that is not currently served by water or sewer utilities, one of the following options must be followed:

(1) The municipality shall transmit a comprehensive plan amendment that proposes specific amendments relating to the property anticipated for annexation to the Department of Economic Opportunity for review under chapter 163. After considering the department's review, the municipality may approve the annexation and comprehensive plan amendment concurrently. The local government must adopt the annexation and the comprehensive plan amendment as separate and distinct actions but may take such actions at a single public hearing; or

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(2) A municipality and county shall enter into a joint planning agreement under s. 163.3171, which is adopted into the municipal comprehensive plan. The joint planning agreement must identify the geographic areas anticipated for annexation, the future land uses that the municipality would seek to establish, necessary public facilities and services, including transportation and school facilities and how they will be provided, and natural resources, including surface water and groundwater resources, and how they will be protected. An amendment to the future land use map of a comprehensive plan which is consistent with the joint planning agreement must be considered a small scale amendment.

History.—s. 1, ch. 2006-218; s. 61, ch. 2011-142.

171.205 Consent requirements for annexation of land under this part.—Notwithstanding part I, an interlocal service boundary agreement may provide a process for annexation consistent with this section or with part I.

(1) For all or a portion of the area within a designated municipal service area, the interlocal service boundary agreement may provide a flexible process for securing the consent of persons who are registered voters or own property in the area proposed for annexation, or of both such voters and owners, for the annexation of property within a municipal service area, with notice to such voters or owners as required in the interlocal service boundary agreement. The interlocal service boundary agreement may not authorize annexation unless the consent requirements of part I are met or the annexation is consented to by one or more of the following:

(a) The municipality has received a petition for annexation from more than 50 percent of the registered voters who reside in the area proposed to be annexed.

(b) The annexation is approved by a majority of the registered voters who reside in the area proposed to be annexed voting in a referendum on the annexation.

(c) The municipality has received a petition for annexation from more than 50 percent of the persons who own property within the area proposed to be annexed.

(2) If the area to be annexed includes a privately owned solid waste disposal facility as defined in s. 403.703 which receives municipal solid waste collected within the jurisdiction of multiple local governments, the annexing municipality must set forth in its plan the effects that the annexation of the solid waste disposal facility will have on the other local governments. The plan must also indicate that the owner of the affected solid waste disposal facility has been contacted in writing concerning the annexation, that an agreement between the annexing municipality and the solid waste disposal facility to govern the operations of the solid waste disposal facility if the annexation occurs has been approved, and that the owner of the solid waste disposal facility does not object to the proposed annexation.

(3) For all or a portion of an enclave consisting of more than 20 acres within a designated municipal service area, the interlocal service boundary agreement may provide a flexible process for securing the consent of persons who are registered voters or own property in the area proposed for annexation, or of both such voters and owners, for the annexation of property within such an enclave, with notice to such voters or owners as required in the interlocal service boundary agreement. The interlocal service boundary agreement may not authorize annexation of enclaves under this subsection unless the consent requirements of part I are met, the annexation process includes one or more of the procedures in subsection (1), or the municipality has received a petition for annexation from one or more persons who own real property in excess of 50 percent of the total real property within the area to be annexed.

(4) For all or a portion of an enclave consisting of 20 acres or fewer within a designated municipal service area, within which enclave not more than 100 registered voters reside, the interlocal service boundary agreement may provide a flexible process for securing the consent of persons who are registered voters or own property in the area proposed for annexation, or of both such voters and

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owners, for the annexation of property within such an enclave, with notice to such voters or owners as required in the interlocal service boundary agreement. Such an annexation process may include one or more of the procedures in subsection (1) and may allow annexation according to the terms and conditions provided in the interlocal service boundary agreement, which may include a referendum of the registered voters who reside in the area proposed to be annexed.

History.—s. 1, ch. 2006-218; s. 11, ch. 2007-5; s. 32, ch. 2008-4; s. 4, ch. 2017-167.

171.206 Effect of interlocal service boundary area agreement on annexations.—

(1) An interlocal service boundary agreement is binding on the parties to the agreement, and a party may not take any action that violates the interlocal service boundary agreement.

(2) Notwithstanding part I, without consent of the county and the affected municipality by resolution, a county or an invited municipality may not take any action that violates the interlocal service boundary agreement.

(3) If the independent special district that participated in the negotiation process pursuant to s. 171.203(2)(d) does not consent to the interlocal service boundary agreement and a municipality annexes an area within the independent special district, the independent special district may seek compensation using the process in s. 171.093.

History.—s. 1, ch. 2006-218.

171.207 Transfer of powers.—This part is an alternative provision otherwise provided by law, as authorized in s. 4, Art. VIII of the State Constitution, for any transfer of power resulting from an interlocal service boundary agreement for the provision of services or the acquisition of public facilities entered into by a county, municipality, independent special district, or other entity created pursuant to law.

History.—s. 1, ch. 2006-218.

171.208 Municipal extraterritorial power.—This part authorizes a municipality to exercise extraterritorial powers that include, but are not limited to, the authority to provide services and facilities within the unincorporated area or within the territory of another municipality as provided within an interlocal service boundary agreement. These powers are in addition to other municipal powers that otherwise exist. However, this power is subject to the jurisdiction of the Public Service Commission to resolve territorial disputes under s. 366.04. An interlocal agreement has no effect on the resolution of a territorial dispute to be determined by the Public Service Commission.

History.—s. 1, ch. 2006-218.

171.209 County incorporated area power.—As provided in an interlocal service boundary agreement, this part authorizes a county to exercise powers within a municipality that include, but are not limited to, the authority to provide services and facilities within the territory of a municipality. These powers are in addition to other county powers that otherwise exist.

History.—s. 1, ch. 2006-218.

171.21 Effect of part on interlocal agreement and county charter.—A joint planning agreement, a charter provision adopted under s. 171.044(4), or any other interlocal agreement between local governments including a county, municipality, or independent special district is not affected by this part; however, a county, municipality or independent special district may avail itself of this part, which may result in the repeal or modification of a joint planning agreement or other interlocal agreement. A local government within a county that has adopted a charter provision pursuant to s. 171.044(4) may avail itself of the provisions of this part which authorize an interlocal service boundary agreement if

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such interlocal agreement is consistent with the charter of that county, as the charter was approved, revised, or amended pursuant to s. 125.64.

History.—s. 1, ch. 2006-218.

171.211 Interlocal service boundary agreement presumed valid and binding.—

(1) If there is litigation over the terms, conditions, construction, or enforcement of an interlocal service boundary agreement, the agreement shall be presumed valid, and the challenger has the burden of proving its invalidity.

(2) Notwithstanding part I, it is the intent of this part to authorize a municipality to enter into an interlocal service boundary agreement that enhances, restricts, or precludes annexations during the term of the agreement.

History.—s. 1, ch. 2006-218.

171.212 Disputes regarding construction and effect of an interlocal service boundary agreement.—If there is a question or dispute about the construction or effect of an interlocal service boundary agreement, a local government shall initiate and proceed through the conflict resolution procedures established in chapter 164. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the procedures established in chapter 164, the local government may file an action in circuit court. For purposes of this section, the term "local government" means a party to the interlocal service boundary agreement.

History.—s. 1, ch. 2006-218.

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The City of Holly Hill

Brian Walker <bwalker@hollyhillfl.org>

1152 s nova rd

kennedy kars <kennedykars@yahoo.com> Fri, Jan 10, 2025 at 2:29 PM
To: bwalker@hollyhillfl.org

I Robert Kennedy owner of 1152 s nova rd Ormond beach fl 32174 would like to be annexed into the city of holly hill fl
Sent from my iPhone

Attachment: Request to Annex - 1152 S Nova rd (2025-O-3085 : 1152 S Nova Road - Annexation)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **April 8, 2025**
FROM: **Brian Walker**
SUBJECT: **FIRST READING - ORDINANCE 3086 - an Ordinance of the City of Holly Hill, Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Identified as 1152 S Nova Road (4242-04-21-0140), by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from MXZ (Mixed Use Zone) Volusia County to General Commercial Holly Hill; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date. AND FIRST READING - ORDINANCE 3087 - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending the Official Zoning Map to Designate the Property Described in Exhibit "A" from I-3 (Light Industrial) Volusia County to CC-1 (Commercial Corridor District) Holly Hill; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2025-O-3086**
APPLICANT: **Brian Walker**
PLANNER:

INTRODUCTION

1152 S NOVA ROAD CPA AND REZONE - Consider an Ordinance enacting a Small-Scale Future Land Use Map Amendment from MXZ (Mixed Use Zone) (Volusia County) to General Commercial (Holly Hill); **AND**

An Ordinance enacting a Rezone from I-3 (Light Industrial) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill) for approximately 1.02 acres, located on the west side of Nova Road approximately 475 feet south of Golf Avenue and more specifically known as 1152 S Nova Road.

BACKGROUND

The Applicant petitioned for the parcel in question to be annexed into the City of Holly Hill. Once annexed into the City, the property needs to receive city zoning and be included in the City of Holly Hill's Comprehensive Plan.

The Applicant is requesting a Small-Scale Future Land Use Map Amendment from Volusia

County's future land use designation of MXZ (Mixed Use Zone) to General Commercial (Holly Hill) and a Rezone from I-3 (Light Industrial) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill).

PROJECT INFORMATION

Size of Property: The total property is approximately 1.02 Acres +/-

Legal Description: **(Exhibit A)**

General Location: The property is generally located on the west side of Nova Road approximately 475 feet south of Golf Avenue (Location Map **Exhibit B)**.

Frontage: The property has frontage along S Nova Road.

Access: Vehicular access will be provided via the abutting rights-of-way.

Aerial Photography: **(Exhibit B)**

Existing Development: The parcel is developed with a 1,796 square foot structure and is used for trailer sales.

Future Land Use Designation: The current FLU designation is MXZ (Mixed Use Zone) (Volusia County) and the proposed FLU designation is General Commercial (Holly Hill). **(Exhibit B)**

Zoning: Current Zoning is I-3 (Light Industrial) (Volusia County) and the proposed zoning is CC-1 (Commercial Corridor) (Holly Hill). **(Exhibit B)**

Floodplain Impacts: Based on FEMA map analysis, the property is not in a Special Flood Hazard Area (SFHA).

Wetland Impacts: Based on aerial photos, survey, and County wetland map analysis, there are no wetlands on the subject property.

Zoning and Land Uses

See the attached sheet labeled "**Zoning and Land Use Table**."

Project Analysis

In addition to criteria established in the Comprehensive Plan, the amendment has been analyzed in terms of its infrastructure impacts. For considering a change of land use, an analysis comparing the maximum development potential under each land use and available capacity is required.

Development Potential

Residential - MXZ
Current FLUM Designation Volusia County - Mixed Use (MXZ)
The maximum permitted density under the property's current FLUM designation of Volusia County - Mixed Use (MXZ) is 16 Dwelling Units (DU) per acre up to 50% of the total area.
Current DU = 16 DU per ac * 1.028 ac * 0.5
Current Maximum DU = 8.22 du

Non-Residential - MXZ
The maximum building area for non-residential developments is 75% of the site with an FAR of 0.5. (44,800 * 0.75 * 0.5 = 16,800)
Maximum Allowable Square Footage = 16,800 sf

Residential - General Commercial
Residential units are not permitted in the General Retail Commercial Classification
Proposed Maximum DU =0.0 DU

Non-Residential - General Commercial
The maximum building area for non-residential developments is the site with an FAR of 1.95. (44,800 * 1.95 = 87,360)
Maximum Allowable Square Footage = 87,360 sf

Water and Sewer Estimated Usage is Based on Florida Administrative Code 64E-6.008
Potable Water Data and Analysis:

Residential Potable Water Demand - MXZ
Given the current FLUM designation of Volusia County - Mixed Use (MXZ), the maximum existing residential potable water demand is 2,466 gpd.

Nonresidential Potable Water Demand - MXZ
Given the current FLUM designation of Volusia County - Mixed Use (MXZ), the maximum existing non-residential potable water demand is 1,680 gpd.

Potable Water Demand - General Commercial
Given the proposed FLUM designation of General Retail Commercial, the maximum proposed potable water demand is 8,736 gpd.

Change in Potable Water Usage
The change in Potable Water Demand from a Land Use Amendment from Volusia County Mixed Use (MXZ) to the City of Holly Hill General Retail Commercial is an increase of 4,590 gpd.

Capacity: With a processing capacity of 2.3 MGD, the City's potable water treatment plant has sufficient capacity to accommodate the density increase permitted under the proposed future land use designation. The current maximum daily flow is 1.3 MGD.

Sanitary Sewer Data and Analysis:
Sanitary Sewer Demand - MXZ
Given the current FLUM designation of Volusia County - Mixed Use (MXZ), the maximum existing residential sewer demand is 2,466 gpd.

Given the current FLUM designation of Volusia County - Mixed Use (MXZ), the maximum existing non-residential sewer demand is 1,680 gpd.

Sanitary Sewer Demand - General Commercial

Given the proposed FLUM designation of General Retail Commercial, the maximum proposed sewer demand is 8,736 gpd.

Change in Sanitary Sewer Usage
The change in Sanitary Sewer Demand from a Land Use Amendment from Volusia County Mixed Use (MXZ) to the City of Holly Hill General Retail Commercial is an increase of 4,590 gpd.

Capacity: The waste water treatment plant servicing this site has the capacity to service 3.0 MGD. Currently the plant services 1.85 MGD. Therefore, the plant has sufficient capacity to accommodate the increase anticipated by proposed future land use designation.

Stormwater Management: Any additional development will require an engineered drainage plan to demonstrate that all government and agency regulations are being met with regard to stormwater management.

Impacts to Traffic: There is the potential of an increase in traffic on Nova Road resulting from the land use change. However, the anticipated daily trips do not trip the City's threshold requirement of 1000 daily trips and therefore this application does not require a TIA study to be conducted.

Solid Waste: The City's contracted waste hauler, Waste Pro, delivers solid waste to the Volusia County's Tomoka Farms Road Landfill. This is a 3,400-acre Class 1 landfill and is estimated to have excess capacity through 2052.

Consistency with Urban Sprawl Rule
Section 163.3177(6)(a)(9)(b), Florida Statutes, provides that plan amendments be determined to discourage the proliferation of urban sprawl. In general terms and as directed by Florida Statutes and rules of the Florida Administrative Code, key urban sprawl indicators are leapfrog development, premature development, and development that does not make efficient use of urban services.

This amendment does not meet any of the key urban sprawl indicators. This amendment generally promotes efficiency in the use of urban services.

Consistency with the Comprehensive Plan
A review of the goals, objectives and policies of the comprehensive plan was conducted to determine if the proposed amendment to the future land use map is consistent with the comprehensive plan. The proposed request is consistent with the comprehensive plan with particular note of the following:

Chapter 1 - Future Land Use Element

- Policy 1.1.2 - The Future Land Use Element sets a maximum development intensity for the General Commercial Development future land use, at an F.A.R. of 1.95.

  Current development is within this limitation and any future development on the subject parcel will be required to comply with this limitation.

- Policy 1.1.5 requires development to be consistent with all aspects of the comprehensive plan.

  Current development is consistent with the comprehensive plan and any proposed development will be required to be consistent with the comprehensive plan and demonstrate that there will be no decline to any established levels of service.

- Policy 1.2.17 - Properties that are annexed into the City of Holly Hill shall be assigned a similar land use that existed in Volusia County. Property owners may apply for more intensive land uses, but shall be required to provide the data and analysis to justify the increase in density and/or intensity.

  The County's land use designation of this property is "Mixed Use Zone" which is described in the County's Future Land Use Element in part as "An area that provides for a mixture of primarily commercial and industrial development with many different property owners." It goes on to state: "Retail commercial, office use, and even some residential, normally make up a minor part in each zone. The associated impacts, such as noise, dust, and odors, can make these areas somewhat undesirable for the less than "heavy" uses."

  Designating the subject site as "General Commercial" will allow the same uses as "Mixed Use Zone" with the exception of residential which would not fit in with this highly commercialized area along Nova Road. The "General Commercial" future land use will allow that the property be developed at a greater intensity, however increased impacts to facilities can be accommodated.

- Policy 1.9.1 - The City shall promote and encourage infill development on previously bypassed, vacant properties and redevelopment of underutilized properties.

  This amendment promotes infill development for this location. The property is located on Nova Road which is classified in the City's Comprehensive Plan as a Principal Arterial. The parcel is surrounded on three sides by commercial development.

- Policy 2.3.4 - Encourage the maintenance, restoration and adaptive reuse of existing urban areas, including buildings, infrastructure and other assets, to reduce energy use and Vehicle Miles Traveled (VMTs).

  The subject site is not on the fringe of a developed area, but is an infill location. One of the benefits of infill development is reduced VMTs.

- Policy 5.1.2. - The City shall continually work to expand the Holly Hill non-residential tax base and other revenue sources.

  The proposed amendment is consistent with this policy. The property was recently annexed into the City. This will have the effect of expanding the City's tax base.

Staff finds that the requested small-scale land use amendment is consistent with the City's Comprehensive Plan. The City has available capacity to serve increased demand on facilities and infrastructure created by the requested amendment. Additionally, the requested amendment does not encourage the proliferation of sprawl.

Appropriateness of the Requested Zoning Category
In making a determination as to the appropriateness of the rezone and land use amendment, the commission is required to review the 8 points of consideration outlined in Section 82-372 attached as Exhibit C. Staff has reviewed these 8 points and does not find within them any reason to withhold a recommendation of approval for the requested rezone and land use amendment.

With regard to the specific rezone request, the predominant zoning category applied along both sides of Nova Road between Alabama Avenue and Golf Avenue is CC-1(Commercial Corridor District). The existing business and properties that abut the parcels under review are zoned CC-1. According to Policy 1.1.3 of the Future Land Use Element, the CC-1 zoning designation is consistent with the General Commercial land use classification.

Any future development on the site will be consistent with the stated intent of the CC-1 zoning district and the general intent of the land development regulations.

STAFF RECOMMENDATION
Adopt the proposed Ordinance enacting a Small-Scale Future Land Use Map Amendment from MXZ (Mixed Use Zone) (Volusia County) to General Commercial (Holly Hill) for approximately 1.02 acres, located on the west side of Nova Road approximately 475 feet south of Golf Avenue and more specifically known as 1152 S Nova Road.

AND;

Adopt the proposed Ordinance enacting a Rezone from I-3 (Light Industrial) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill) for approximately 1.02 acres, located on the west side of Nova Road approximately 475 feet south of Golf Avenue and more specifically known as 1152 S Nova Road.

ATTACHMENTS:

- Exhibit A - Legal Description (PDF)
- Exhibit B - Maps (PDF)
- Exhibit C - Sec. 82-372 (PDF)
- PA Info Card(PDF)
- Zoning and Land Use Table (PDF)
- Zoning and FLU Descriptions (PDF)

Ordinance No. 2025-3086

FIRST READING - ORDINANCE 3086 - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED AS 1152 S NOVA ROAD (4242-04-21-0140), BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM MXZ (MIXED USE ZONE) VOLUSIA COUNTY TO GENERAL COMMERCIAL HOLLY HILL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. AND FIRST READING - ORDINANCE 3087 - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT "A" FROM I-3 (LIGHT INDUSTRIAL) VOLUSIA COUNTY TO CC-1 (COMMERCIAL CORRIDOR DISTRICT) HOLLY HILL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 3086

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED AS 1152 S NOVA ROAD (4242-04-21-0140) BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM MXZ (MIXED USE ZONE) VOLUSIA COUNTY TO GENERAL COMMERCIAL HOLLY HILL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission has reviewed the future land use designation

for the parcel described in **Attachment A** and determined that it is necessary to amend its Future Land Use Map as herein provided in order to more effectively implement its adopted comprehensive plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The Future Land Use Map for the City of Holly Hill, is hereby amended to designate the parcels identified as 1152 S Nova Road - (Parcel ID # 4242-04-21-0140) as described in **Attachment A**, as General Commercial.

SECTION 2. The City Manager is authorized and directed to submit the proposed amendment to the Florida Department of Commerce and the Volusia Growth Management Commission, as required by law.

SECTION 3. The proposed amendment will not become final until certification of consistency is provided by the Volusia Growth Management Commission and approval is noticed by the Florida Department of Commerce.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 5. That all ordinances made in conflict with this Ordinance are hereby repealed.

APPROVED AND AUTHENTICATED on this 8th day of APRIL, 2025 for first reading.

ATTACHMENT "A"

A bounds description for Volusia County Parcel No. 424204210140 as recorded at Volusia County Official Records Book 8560 pp 2208-2210 for the purposes of annexation into the City of Holly Hill, Florida.

A Portion of Lot 14, Block 21, Mary Fleming's Subdivision of the Thomas Fitch Grant being described as follows: Beginning at the intersection of the westerly right of way of South Nova Road an existing 100 feet wide right of way, with the northerly line of Volusia County Parcel No. 424204210140 as recorded at Volusia County Official Records Book 8560, pages 2208-2210: thence westerly along the northerly line of said Volusia County Parcel No. 414104210140 to an intersection with an easterly line of Volusia County Parcel No. 424204210135 as recorded at Volusia County Official Records Book 6049, page 3899 and 3900; thence southerly along the easterly lines of Volusia County Parcel No. 424204210135 and Volusia County Parcel No. 424204210147 as recorded at Volusia County Official Records Book 2742, page 116 to the southwesterly corner of aforesaid Volusia County Parcel No. 424204210140 and the northwesterly corner of Volusia County Parcel No. 424204210213 as recorded at Volusia County Official Records Book 2433, page 1583; thence easterly along the southerly line of the aforesaid Volusia County Parcel No. 424204210140 and the northerly line of Volusia County Parcel No. 424204210213 to an intersection with the westerly right of way of South Nova Road: thence northerly along said westerly right of way to the northeasterly corner of said Volusia County Parcel No. 424204210140 and the Point of Beginning.

ORDINANCE 3087

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT "A" FROM I-3 (LIGHT INDUSTRIAL) VOLUSIA COUNTY TO CC-1 (COMMERCIAL CORRIDOR DISTRICT) HOLLY HILL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan; and

WHEREAS, the City Commission has determined that the proposed amendment to the Land Development Regulations is consistent with its adopted comprehensive plan,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in **Attachment A** as CC-1 (Commercial Corridor District.)

SECTION 2. Development of the property described in **Attachment A** shall conform to the Land Development Regulations of Holly Hill.

SECTION 3. This Ordinance shall become effective following approval of the related future land use map amendment by the Florida Department of Commerce and certification of the same amendment by the Volusia Growth Management Commission.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 5. That all ordinances made in conflict with this Ordinance are hereby

repealed.

APPROVED AND AUTHENTICATED on this 8th day of APRIL, 2025 for first reading.

ATTACHMENT "A"

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Description prepared by:

Michael M. Myer, PSM LS4006

Myer Land Surveying, Inc.
316 Ridgewood Avenue
Holly Hill, FL 32117
Licensed Business 6877

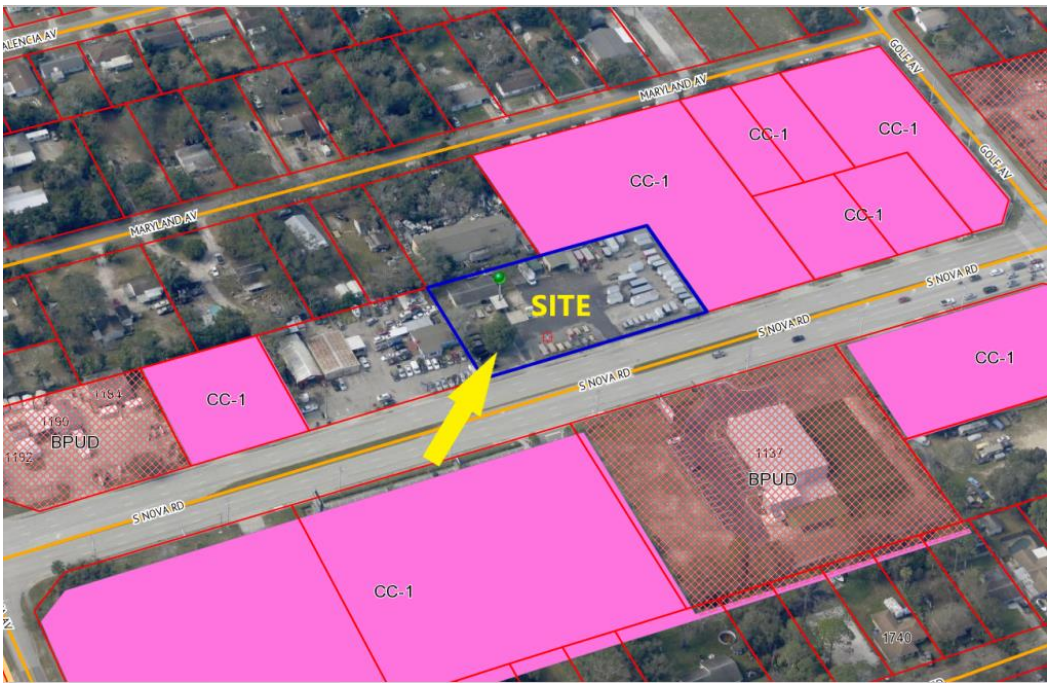
Attachment: Exhibit A - Legal Description (2025-O-3086 : 1152 S Nova Road CPA and Rezone - Ordinances 3086 & 3087)

Location of 1152 S Nova Road

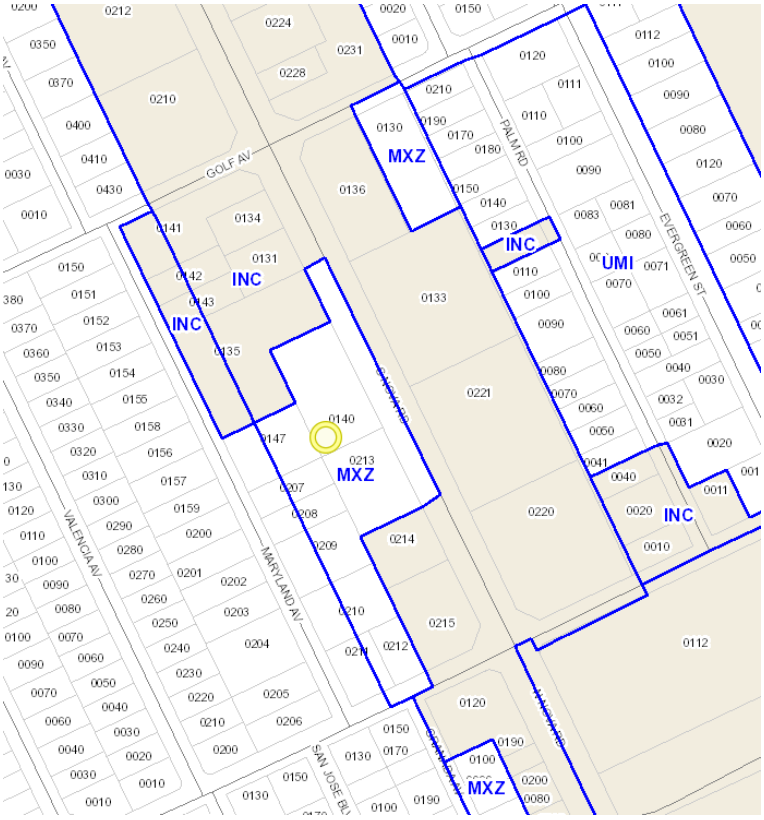
Aerial - 1152 S Nova Road

Attachment: Exhibit B - Maps (2025-O-3086 : 1152 S Nova Road CPA and Rezone - Ordinances 3086 & 3087)

Current Zoning Maps – County and City

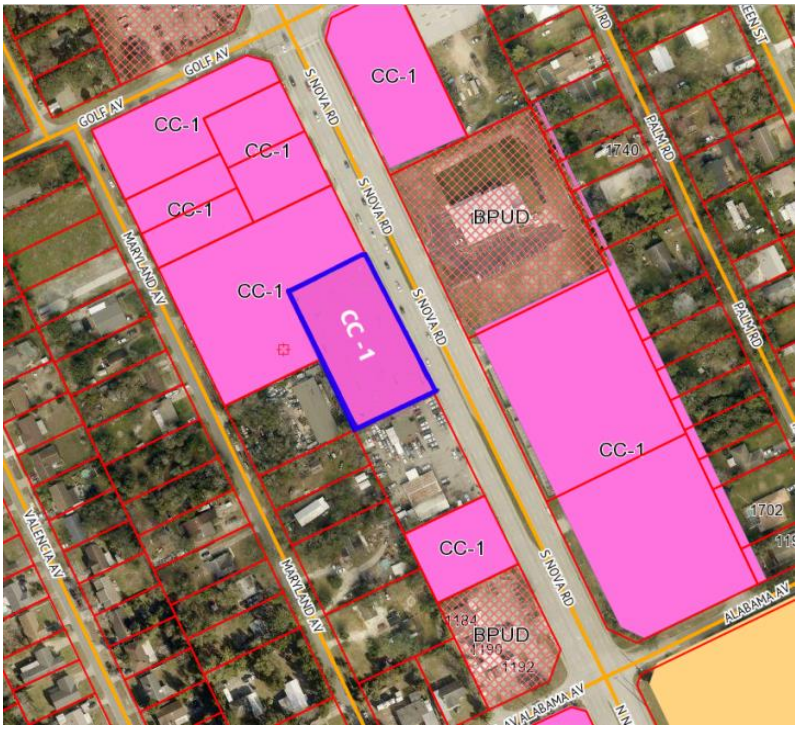


Current FLU Maps – County and City



Attachment: Exhibit B - Maps (2025-O-3086 : 1152 S Nova Road CPA and Rezone - Ordinances 3086 & 3087)

Proposed CC-1 Zoning



Proposed General Commercial FLU

Sec. 82-372. Review by board of planning and appeals; public hearing before board.

(a) The board of planning and appeals shall hold a public hearing on each application under this division after due public notice, and forward its recommendation to the city commission and to the applicant.

(b) In its review of each application, the board of planning and appeals shall consider:

(1) Whether it is consistent with all adopted elements of the comprehensive plan.

(2) Its impact upon the environment or natural resources.

(3) Its impact upon the economy of any affected area.

(4) Its impact upon any existing necessary governmental services such as schools, sewage disposal, solid waste or transportation systems.

(5) Any changes in circumstances or conditions affecting the area.

(6) Any mistakes in the original classification.

(7) Its effect upon the use or value of the affected area.

(8) Its impact upon the public health, welfare, safety or morals.

(Ord. No. 2352, § 2(11.5.2), 7-13-93)

Attachment: Exhibit C - Sec. 82-372 (2025-O-3086 : 1152 S Nova Road CPA and Rezone - Ordinances 3086 & 3087)

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3168488 **Parcel ID: 424204210140**
KENNEDY ROBERT HALE **1152 S NOVA RD, ORMOND BEACH, FL**

Parcel Summary

Alternate Key:	3168488
Parcel ID:	424204210140
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	04 - 21 - 0140
Owner(s):	KENNEDY ROBERT HALE - JT - Joint Tenancy with Right of Surviv
	KENNEDY MARK LEO - JT - Joint Tenancy with Right of Survivorsh
Mailing Address On File:	1992 N NOVA RD
	HOLLY HILL FL 32117 1442
Physical Address:	1152 S NOVA RD, ORMOND BEACH 32174
Property Use:	2700 - AUTO SALES
Tax District:	200-UNINCORPORATED - NORTHEAST
2024 Final Millage Rate:	17.5839
Neighborhood:	7250
Subdivision Name:	
Homestead Property:	No

Attachment: PA Info Card (2025-O-3086 : 1152 S Nova Road CPA and Rezone - Ordinances 3086 & 3087)

Table 1: Land Use and Zoning Table

1152 S Nova Road

	Existing Development	Future Land Use Designation	Zoning Classification
Site	Commercial Development	MXZ	I-1 Volusia County
North	Commercial Development	Commercial Holly Hill	CC-1 (Holly Hill)
South	Commercial Development	MXZ Volusia County	B-5 Volusia County
East	Commercial Development	Commercial Holly Hill	BPUD (Holly Hill)
West	Commercial Development	MXZ Volusia County and Commercial Holly Hill	CC-1 Holly Hill and I-1 (Volusia County)

Attachment: Zoning and Land Use Table (2025-O-3086 : 1152 S Nova Road CPA and Rezone - Ordinances 3086 & 3087)

FUTURE LAND USES

CURRENT FLU

MIXED USE ZONE (MXZ) - VOLUSIA COUNTY *- an area that contains a variety of land uses that are normally located within one development or a small geographical area. This designation allows for two distinct types of mixed-use zones; Existing and Planned.*

(a) Existing - An area that provides for a mixture of primarily commercial and industrial development with many different property owners. The uses are usually so intermixed and interrelated it becomes hard to distinguish between what is industrial and what is "heavy" commercial. The intermixture of these uses also presents a mapping problem. If an attempt was made to place individual designations on the Future Land Use Map, the scale of the map would make those areas indistinguishable.

The mixture of industrial and commercial uses has commonly been developed along "Truck Routes" or arterials in a strip fashion. In some instances, small clusters will exist that again have an indistinguishable mixture of commercial, residential and industrial. These zones have developed over time because of the faint distinction between what is considered industrial, warehousing and "heavy" commercial uses. Retail commercial, office use, and even some residential normally make up a minor part in each zone. The associated impacts, such as noise, dust, and odors, can make these areas somewhat undesirable for the less than "heavy" uses.

This designation was initially applied on the Future Land Use Map to areas that currently contain the above characteristics and typically contain areas less than fifteen (15) acres in size.

An Existing Mixed-Use Zone may retain the zoning classifications that exist at the time of adoption of the Comprehensive Plan. A change in zoning must be consistent with the future land use designation, however, if existing zoning is more intense than the future land use designation, a change to a similar intensity zoning classification may be permitted.

PROPOSED FLU

GENERAL COMMERCIAL (HOLLY HILL)

General commercial development - the ratio of building floor area to total site area shall not exceed 1.95 except for properties fronting on Ridgewood Avenue where a ratio of 4.55 may be permitted. (The ratio is calculated by dividing building floor area by site area.)

ZONING DISTRICTS

CURRENT ZONING

I-1 LIGHT INDUSTRIAL (VOLUSIA COUNTY)

This classification is to provide sufficient space in appropriate locations for industrial operations engaged in the fabricating, repair, or storage of manufactured goods of such a nature that objectionable by-products of the activity (such as odors, smoke, dust, refuse, electromagnetic interference, noise in excess of that customary to loading, unloading, and handling of goods and materials) are not nuisances beyond the lot on which the facility is located. Minimum 1 acre per lot.

Attachment: Zoning and FLU Descriptions (2025-O-3086 : 1152 S Nova Road CPA and Rezone - Ordinances 3086 & 3087)

PROPOSED ZONING
CC-1, COMMERCIAL CORRIDOR DISTRICT

Sec. 114-592. - Intent.

The CC-1 district regulations are intended to promote a relatively intense mix of uses along Ridgewood Avenue, including general retail, wholesale commercial, light industrial and limited residential uses, that are compatible and functionally related so as to enhance the economy of the area; to promote functionally efficient and visually attractive open spaces along the street and between buildings; and to promote the efficient use of Ridgewood Avenue and to minimize the deleterious effects of vehicle turning movements on its traffic-carrying capacity through reasonable access controls.

Sec. 114-593. - Permitted principal uses and structures.

Permitted principal uses and structures in the CC-1 district are as follows:

(1) Administrative offices.

(2) Adult congregate living facilities not exceeding 65 clients per acre (licensed capacity).

(3) Adult day care centers.

(4) Banks and savings and loans.

(5) Barbershops.

(6) Bars and nightclubs, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.

(7) Beauty salons.

(8) Business services.

(9) Carwash facilities, except when located on property adjacent to Ridgewood Avenue or LPGA Blvd., in which case such use is allowed by special exception.

(10) Child day care centers.

(11) Civic, fraternal and service organizations.

(12) Clubs, private.

(13) Convenience grocery stores.

(14) General office uses.

(15) Hospitals.

(16) Hotels/motels.

(17) Houses of worship.

(18) Laboratories: biological, optical, medical, dental and X-ray, but not including research and development laboratories related to the manufacturing of drugs for distribution and sale.

(19) Manufacturing (light industrial).

(20) Marinas.

(21) Medical and dental clinics.

Attachment: Zoning and FLU Descriptions (2025-O-3086 : 1152 S Nova Road CPA and Rezone - Ordinances 3086 & 3087)

(22) Miniwarehouses.

(23) Motor vehicle sales and rentals.

(24) Newsstands.

(25) Personal services.

(26) Prescription pharmacies.

(27) Professional services offices.

(28) Public uses.

(29) Public utility uses and structures.

(30) Recreational vehicles and equipment sales (including boat sales).

(31) Residential dwelling units (not more than ten dwelling units per acre in conjunction with a nonresidential use only).

(32) Rest and convalescent homes.

(33) Restaurants, type A or B, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.

(34) Retail sales and services.

(35) Retail specialty shops.

(36) Self-service laundromats.

(37) Shopping centers.

(38) Veterinary clinics.

(39) Warehousing and distribution.

(40) Motor vehicle and marine sales, services, parts and repair.

(41) Paint and body shops, except when such uses are located on a parcel abutting Ridgewood Avenue (U.S. 1/S.R. 5) or abutting any R-1 through R-9 zoned property.